

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

DEPT: Public Works

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE December 4, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the Parklawn Neighborhood Sewer Improvements to Mozingo Construction, of Oakdale, CA and Authorize the use of Stanislaus County Community Development Funds for Public Works Staff Support Related to the Pursuance of Financing Options for Future Phases of this Project

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$982,551.10 to Mozingo Construction of Oakdale, CA for the construction of the Parklawn Neighborhood Sewer Improvements, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with Mozingo Construction, for \$982,551.10 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

The total anticipated construction cost for this project is \$1,223,276.10, which includes \$982,551.10 for the contract; \$122,819 for staff time to inspect and manage the construction contract; \$19,651 for quality assurance and inspections and materials testing; and \$98,255 designated for contract change orders and contingencies. This phase of the project is 100% funded by Federal Community Development Block Grant (CDBG). The County has approximately \$1.6 million of allocated CDBG funds that are available for construction of Airport or Parklawn Neighborhood Sewer Improvement projects and engineering and phasing of the Phase 1B Empire Storm Drain project.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-586

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini and Chairman O'Brien

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:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Construction Contract for the Parklawn Neighborhood Sewer Improvements to Mazingo Construction, of Oakdale, CA and Authorize the use of Stanislaus County Community Development Funds for Public Works Staff Support Related to the Pursuance of Financing Options for Future Phases of this Project

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
6. Authorize the Public Works Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.
7. Authorize the use of Stanislaus County Community Development funds in the amount up to \$57,500 for Public Works staff support related to the pursuance of financing options for future phases of this project.

FISCAL IMPACT (Continued):

The Board of Supervisors on October 2, 2012 directed staff to proceed with preparation of the Empire Storm Drain Project 1B Plans and Specifications at an estimated cost of approximately \$100,000 to be funded by the current CDBG fund allocation.

The Stanislaus County Community Development Fund was established by the Board of Supervisors at \$1.5 million as part of the Final Budget during Fiscal Year 2007-2008. To date, sixteen projects have been awarded funding from this source. Such community projects have included sidewalk, lighting, infrastructure improvements and maintenance districts in the unincorporated areas of Stanislaus County, and most recently, the Salida Annexation Fiscal Impact Analysis. The current uncommitted balance in the Community Development Fund is \$1,268,269. If the use of Community Development Funds is approved, the uncommitted balance would be \$1,210,769, not including interest earnings.

DISCUSSION:

The Airport and Parklawn Neighborhood Sewer Improvement Projects along with the Empire Storm Drain Project have been identified as target projects for use of available CDBG and former Redevelopment (RDA) funding. The only work completed for either of the sewer projects are the plans and specifications, which have been entirely funded by a grant from the State Water Resource Control Board (SWRCB). The Empire Storm Drain Project consists of four phases (1A, 1B, 2, and 3). Engineering and construction of phase 1A was completed in December 2010, using both CDBG and former RDA funds.

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Following the February 1, 2012 dissolution of RDA's in California, there is no longer RDA funding available for infrastructure projects. The \$32 million Public Works Agreement authorized by the RDA for "pay-as-you-go" infrastructure projects has been determined by the State Department of Finance not to be an enforceable obligation under the provisions of the Redevelopment Dissolution Act. It is also anticipated that approximately \$4.6 million of cash held by the former RDA for infrastructure projects will need to be returned to the State upon completion of an ongoing due diligence review to be completed in January 2013.

The loss of RDA funding has made the timing for preceding with CDBG funded infrastructure projects a greater challenge for Stanislaus County. For the County's identified target projects, annual allocations are too small to allow for complete construction of a project and holding onto multiple annual allocations can be problematic if the construction costs for project phases are too high for the available funding or too low to meet expenditure requirements.

While full funding is not available for the entire Parklawn Sewer project, it is the only project ready to start construction. Staff's recommendation is to use the existing allocated CDBG funding to construct the primary backbone infrastructure needed to serve the entire Parklawn community.

The primary purpose of this project is to provide a sewer system to the neighborhood that allows property owners to abandon their existing failing septic tanks and connect to a public sewer system. The Parklawn Neighborhood is an unincorporated community south of Hatch Road, west of Morgan Road, east of the Tidewater Southern tracks, and north of Outes Court, with 327 parcels that rely on septic tanks for treatment of sewage. Failing septic tanks within the neighborhood threaten local water supplies and pose a public health risk.

The complete Parklawn Sewer project is estimated at approximately \$5.5 million. The project has already received an advisory Measure M vote, back in 2010, allowing for connection to the City of Modesto's sewer system. The available funds are only sufficient to build the base bid. Future phases of the project will depend upon a successful Proposition 218 vote and successful State of California funding/loans.

Four phases of the project were envisioned based upon constructability and funding. The base bid builds the backbone of the sewer system. Bid Alternative 1 includes Morgan Road; Bid Alternative 2 builds out the sewer laterals to the backbone sewer; and Bid Alternative 3 is the sewer lift station.

On October 2, 2012, the Board of Supervisors approved and adopted the plans and specifications for the Parklawn Neighborhood Sewer Improvements and directed the Public Works staff to publish and mail the notice inviting bids.

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On October 31, 2012, five sealed bids were received, publicly read, and opened. The bids are for only Bid Alternative 1, which is the only alternative with available funding at this time. A summary of the base bids follows:

CONTRACTOR	BASE BID
Mozingo Construction	\$ 982,551.10
Knife River Construction	\$ 999,484.90
Mountain Cascade	\$1,452,779.00
Disney Construction	\$2,043,986.00
Ranger Pipelines	\$2,864,514.00

The engineer's estimate for the construction of Bid Alternative 1 was is \$1,257,802. The lowest bid is 28% below the engineer's estimate.

The cost to construct all phases of the Parklawn Neighborhood Sewer Project and to execute connection fee agreements with the City of Modesto for each parcel is estimated at \$5.5 million. This is based upon recent low bids of \$3.6 million, plus \$900,000 of soft costs, plus \$1 million for connection fees.

Department staff from Planning and Community Development and Public Works are exploring finance options to complete the entire project. The California State Water Resources Control Board, through the Clean Water State Revolving Fund, offers unique financing to communities that qualify based on community demographics. The criteria used to determine this qualification is the median household income level. This level of qualification allows the community to compete for principal and interest forgiveness loans. The process to secure this State financing is as follows: submit finance proposal, complete loan application, execute memorandum of understanding with utility provider, and conduct a proposition 218 process for the formation of a County Service Area. The entire process is estimated to take approximately 12 months. Federal CDBG Administrative funds have been identified to fund a portion of this effort. Additional funds, estimated at \$57,500, will be needed to complete this effort. The County's Community Development Funds have been identified to fund this portion of the effort.

In addition to developing a finance plan and schedule for Parklawn Neighborhood, similar plans have been developed for the Airport Neighborhood Sewer Project and the Empire Community Storm Drain Project. The attached exhibit provides details and estimates for these projects. The exhibit assumes that the County will be successful in obtaining financing for the remainder of the project from the California State Water Resources Control Board. If the County is unsuccessful, the remainder of the Parklawn Neighborhood project will be phased as funding becomes available and, as such, the schedule for moving forward with construction of the Airport Neighborhood and Empire Storm Drain Project will be postponed. County staff will continue to explore all funding opportunities for all three of the identified priority infrastructure projects and will update the finance plan and schedule to reflect available funding.

Approval to Award the Construction Contract for the Parklawn Neighborhood Sewer Improvements to Mozingo Construction, of Oakdale, CA and Authorize the use of Stanislaus County Community Development Funds for Public Works Staff Support Related to the Pursuance of Financing Options for Future Phases of this Project

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by building a sewer system that will lower groundwater pollution and ensure clean drinking water by eliminating septic discharge to our ground water. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

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

TG/sn

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EXHIBIT "A"

Airport, Empire, and Parklawn Target Infrastructure Projects Preliminary Finance Plan and Schedule - November, 2012

As of November, 2012 the only identified funding source is Federal Community Development Block Grant (CDBG) Funding. The County is pursuing a Disadvantaged Community Loan from the California State Water Resources Control Board's (SWB) Clean Water State Revolving Fund for Fiscal Year 2013-2014 construction of the Parklawn Neighborhood Sewer Project. If successful, the County will pursue a similar loan for construction of the Airport Neighborhood Sewer Project. The Prop 218 Financing will include a lump sum payment of City of Modesto Sewer Hook-up Connection Fees for each of the sewer project areas. Individual property owners will be responsible for the actual hook-up construction costs.

Estimated Project Costs:

Airport Neighborhood Sewer Project:

Construction:	
Complete Project	\$ 9,000,000
Measure M - City of Modesto Advisory Vote	
City/County Staff Coordination - CEO's and Planning	\$ 3,000
State Water Board Funding:	
Financing Proposal - Public Works	\$ 5,000
Application - Public Works	\$ 15,000
Application - Planning	\$ 6,000
MOU with City of Modesto - Planning and Public Works	\$ 3,000
Prop 218 - CSA formation - Public Works	\$ 30,000
Total Project Cost	\$ 9,062,000

Empire Storm Drain Project

Plans and Specifications Phase 1B, 2, and 3:	\$ 300,000
Construction:	
Complete Project	\$ 11,000,000
On-going Operation and Maintenance Funding	
Prop 218 - CSA formation - Public Works	\$ 30,000
Total Project Costs	\$ 11,330,000

Parklawn Neighborhood Sewer Project

Construction:	
Complete Project	\$ 3,617,682
Contingencies (10%)	\$ 361,768
Construction Management (12.5%)	\$ 452,210
Materials Testing (2%)	\$ 72,354
Total Construction Cost	\$ 4,504,014
State Water Board (SWB) Funding:	
Financing Proposal - Public Works	\$ 5,000
Application - Public Works	\$ 15,000
Application - Planning	\$ 6,000
Connection Incentive Program - Planning and Public Works	\$ 5,000
MOU with City of Modesto - Planning and Public Works	\$ 10,000
Prop 218 - CSA formation - Public Works	\$ 30,000
Total Project Cost	\$ 4,575,014
Total Infrastructure Project Cost	\$ 24,967,014

Financing Schedule

Fiscal Year 2012-2013		Cost	Funding Source*
Airport	SWB - Measure M - City/County Coordination	\$ 3,000	CDBG/General Fund
Empire	Phase 1B Plans & Specifications	\$ 100,000	CDBG
Parklawn	Construction - Primary Backbone Infrastructure	\$ 1,300,000	CDBG
	SWB - Financing Proposal - Public Works	\$ 5,000	CDF
	SWB - Application - Public Works	\$ 15,000	CDF
	SWB - Application - Planning	\$ 6,000	CDBG
Fiscal Year 2013-2014			
Airport	SWB - Financing Proposal - Public Works	\$ 5,000	Unknown
	SWB - Application - Public Works	\$ 15,000	Unknown
	SWB - Application - Planning	\$ 6,000	CDBG
Empire	Phase 2 & 3 Plans and Specifications	\$ 200,000	CDBG
Parklawn	SWB - Connection Incentive Program	\$ 5,000	CDBG/CDF
	SWB - MOU with City of Modesto	\$ 10,000	CDBG/CDF
	SWB - Prop 218 - CSA formation	\$ 30,000	CDF
	Construction - Remaining Project	\$ 3,204,014	SWB Loan
Fiscal Year 2014-2015			
Airport	SWB - MOU with City of Modesto	\$ 3,000	CDBG/CDF
	SWB - Prop 218 - CSA formation	\$ 30,000	CDF
	Construction - Entire Project	\$ 9,000,000	CDBG/SWB Loan
Empire	Prop 218 - CSA formation	\$ 30,000	CDF
Future Fiscal Years			
Airport	**On-Going Construction Phases	variable	CDBG/CDF
Empire	Construction - Entire Project	\$ 11,000,000	CDBG/CDF
Parklawn	**On-Going Construction Phases	variable	CDBG/CDF

* CDBG = Federal Community Development Block Grant Funds and CDF = County Community Development Funds

** Financing of on-going construction phases will only be necessary if previous Fiscal Year funding allows for only partial construction. Funding priority will depend on success of Prop 218 votes and other available funding sources.

COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between Mozingo Construction, Inc., whose place of business is located at 751 Wakefield Court, Oakdale, 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. 2012-586 adopted on the 4th day of December, 2012, awarded to Contractor the following Contract:

Parklawn Neighborhood Sewer Improvements – Contract No. 8047

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 designed the Project and furnished the Plans and Specifications. Public Works Engineering 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 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.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Eighty-Eight (88) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 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.

- 3.5 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
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 Conditions, 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: Chris Brady, Construction Manager, Stanislaus County Public Works,
1716 Morgan Road, Modesto CA 95358

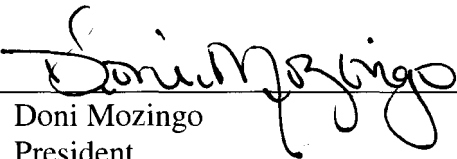
If to Contractor: Ruth Brickner, Contracts Administrator, Mozingo Construction, Inc.,
751 Wakefield Court, Oakdale CA 95361

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

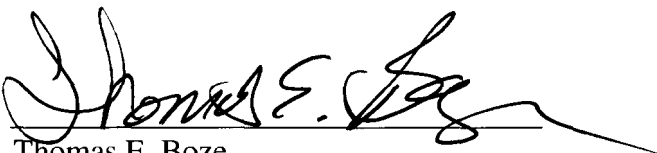
COUNTY OF STANISLAUS

MOZINGO CONSTRUCTION, INC.

By: 
Matt Machado, Director
Public Works Department

By: 
Doni Mozingo
President

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

By: 
Thomas E. Boze
Deputy County Counsel

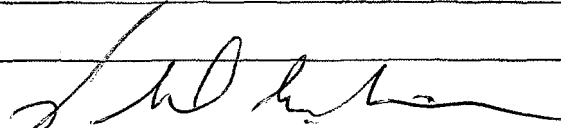
END OF AGREEMENT

CONTRACTOR'S BID SHEET

Parklawn Neighborhood Sewer Improvements

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In)	Item Total (In)
1	Mobilization	1	LS	10,000	10,000
2	Water Pollution Control	1	LS	2,000	2,000
3	Temporary Traffic Control	1	LS	30,000	30,000
4	Clearing and Grubbing	1	LS	1,000	1,000
5	Cold Plane Asphalt Concrete Pavement	103,408	SF	.20	20,681.60
6	Roadway Excavation	1	LS	108,000	108,000
7	Hot Mix Asphalt (Type A)	3,141	TONS	85.00	266,985.00
8	Aggregate Road Base (Class II)	3,610	TONS	12.00	43,320.00
9	Aggregate Base Shoulder Backing	252	TONS	40.00	10,080.00
10	Minor Concrete Curb	1	LS	500.00	500.00
11	Thermoplastic Pavement Markings	612	SF	5.00	3,060.00
12	Thermoplastic Striping (Detail 21)	37	LF	1.50	55.50
13	Markers and Delineators	8	EA	45.00	360.00
14	8" Sewer	5,005	LF	51.00	255,255.00
15	6" Sewer	5	LF	50.00	250.00
16	4" Sewer Service	21	EA	1200.00 ^{1200.00}	25,200.00
17	6" D.I.P. Sewer Force Main	1,883	LF	40.00	75,320.00
18	Sewer Force Main Cleanout in Manhole	5	EA	2,750.00	13,750.00
19	48" Sewer Manhole	21	EA	3,000.00	63,000.00
20	Sheeting, Shoring and Bracing	1	LS	2,500.00	2,500.00
21	Adjust Frames & Covers/Grates to Grade	15	EA	600.00	9,000.00
22	As-Built Drawings	1	LS	1,000.00	1,000.00
23	CCTV Pipeline Inspection	8,468	LF	.50	4,234.00
24	Construction Staking	1	LS	7,000.00	7,000.00
SUB-TOTAL BID					952,551.10 ⁰²³
25 ¹	Encroachment Permit (F) ¹	1 ¹	LS ¹	[REDACTED]	\$30,000 ¹
TOTAL BID					952,551.10 ^{982,551.10}

(SIGNED)



Date:

10-30-12

¹Addendum No. 3 Phil Gianfortone, Chief Estimator

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