THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS **ACTION AGENDA SUMMARY** *C-3 **DEPT: Public Works BOARD AGENDA#** AGENDA DATE April 26, 2011 Routine | Urgent [NO 🔳 CEO Concurs with Recommendation YES 4/5 Vote Required YES NO [(Information Attached) SUBJECT: Approval to Award the Construction Contract for the "Hatch Road Public Facility Fees (PFF) Channelization Project, Phase 1-B" to Granite Construction Company of Watsonville, California STAFF RECOMMENDATIONS: 1. Approve the conditional award of the contract in the amount of \$1,401,735 to Granite Construction Company of Watsonville, California for the construction of the Hatch Road Public Facility Fee (PFF) Channelization Project. Phase 1-B, subject to receipt of appropriate insurance and bonds. 2 Authorize the Director of Public Works to execute a contract with Granite Construction Company, for \$1,401,735 and to sign necessary documents. 3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet. (Continued on Page 2) FISCAL IMPACT: Costs associated to assure the delivery of this project in the amount of \$1,693,526.18 (\$1,401,735.00 contract; \$151,617.68, which includes: quality assurance, inspection, and materials testing; \$140,173.50 contract change orders and contingencies) and will be satisfied with PFF City/County Funds. There will be no impact to the Stanislaus County General Fund. **BOARD ACTION AS FOLLOWS:** No. 2011-252 On motion of Supervisor O'Brien Seconded by Supervisor Withrow and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith Noes: Supervisors: None Excused or Absent: Supervisors: None Abstaining: Supervisor: None

CHRISTINE FERRARO TALLMAN, Clerk

1) X Approved as recommended

Approved as amended

Denied

Other:

MOTION:

ATTEST:

File No.

Approval to Award the Construction Contract for the "Hatch Road Public Facility Fees (PFF) Channelization Project, Phase 1-B" to Granite Construction Company of Watsonville, California

- 3. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
- 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:

In January 2004, the Board of Supervisors approved the Department of Public Works Road Congestion Relief Program. The Road Congestion Relief Program provides for the installation of traffic signals, left turn lanes and related improvements on selected roadways throughout the County. This program is funded by Public Facility Fees.

As approved by the Board of Supervisors, the program included the installation of left turn lanes and through lanes on Hatch Road, for a total of three lanes, at the intersections of Faith Home Road, Gilbert Road, Parks Road, Washington Road, and Clinton Road.

On February 15, 2011, the Board of Supervisors approved and adopted the plans and specifications for the Hatch Road PFF Channelization Project, Phase 1-B and directed the Public Works staff to publish and mail the notice inviting bids.

On March 23, 2011, four sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Granite Construction Company	\$1,401,735.00
Knife River Construction	\$1,452,795.15
Teichert Construction	\$1,522,932.50
George Reed, Inc.	\$1,617,659.00

The engineer's estimate for the budget of the project is \$1,915,398.50. The lowest bid is 27% below the engineers estimate.

Construction is scheduled to proceed on May 25, 2011.

Approval to Award the Construction Contract for the "Hatch Road Public Facility Fees (PFF) Channelization Project, Phase 1-B" to Granite Construction Company of Watsonville, California

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 by providing a safer roadway, widened to increase capacity and as a portion of the ultimate roadway widening of the future five-lane facility. 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) 525-4153.

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BOARD OF SUPERVISORS

2011 MAY 271 P 2: 151

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	: May 27, 2011	I	209-525-4157 allsopl@stancounty.com
RE:	Attachment for Board Item *C-3, April 26, 2011 Agreement with Granite Construction Company		

Hi Suzi, Agreement attached along with all submitted bids.

P.S.

The engineer threw away the original envelopes the bids came in.

COUNTY OF STANISLAUS

2011 MAY 27 P 2: 15

AGREEMENT

THIS AGREEMENT, dated this 26^{H} day of 4061/, 2011, by and between GRANITE CONSTRUCTION COMPANY, whose place of business is located at 585 W. Beach Street, Watsonville, California 95076 ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2011-252 adopted on the 26 th day of (Hos), 2011 awarded to Contractor the following Contract:

CONTRACT NUMBER 9423

HATCH ROAD PFF CHANNELIZATION PROJECT, PHASE 1-B

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

Contractor shall complete all Work specified in the Contract Documents, in accordance with the 1.1 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.
- County has designated the Public Works Construction Manager as its Project Manager to act as 2.2 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 sixty (60) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

3.2 <u>Liquidated Damages</u>

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:

Five Thousand-Eight Hundred Dollars (\$5,800) 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).
- 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).

- 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 <u>Notices</u>: 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:

Granite Construction Company Attn: Jigisha Desai, Vice President

585 W. Beach Stret Watsonville, CA 95076 Phone: (831) 724-1011 Fax: (831) 768-4021

(SIGNATURES NEXT PAGE)

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

COUNTY OF STANISLAUS

GRANITE CONSTRUCTION COMPANY

By:

Matt Machado, Director Public Works Department

ice President

Approved: BOS Resolution # 2011-252
Dated: 4-26-2011

APPROVED AS TO FORM:

John P. Doering, County Counsel

By:

Deputy County Counsel

END OF AGREEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

6

State of California)	
County of Santa Cruz	}	
On May 5, 2011 before me,	V.J. Fox, Notary Public Here Insert Name and Title of the Officer	
personally appeared Jigisha Desai, Vice Presi	Name(s) of Signer(s)	
V.J. FOX Commission # 1767859 Notary Public - California Santa Cruz County MyComm. Expires Sep 15, 2011	who proved to me on the basis of satisfate the person(s) whose name(s) is/are within instrument and acknowledge he/she/they executed the same in his/he capacity(ies), and that by his/her/their significant instrument the person(s), or the entity which the person(s) acted, executed the I certify under PENALTY OF PERJUR of the State of California that the foreget true and correct. WITNESS my hand and official seal.	subscribed to the ed to me that er/their authorized ignature(s) on the y upon behalf of e instrument. Y under the laws
Place Notary Seal Above	Signature Signature of Notary Pu	holic V.J. Fox, Notary Public
Though the information below is not required by law, it i and could prevent fraudulent removal and rea	may prove valuable to persons relying on the doc attachment of this form to another document.	cument
Description of Attached Document		
Title or Type of Document:		
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other: Other: Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	
Signer Is Representing:	Signer Is Representing:	_
		_

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CONTRACTOR'S BID SHEET FOR Hatch Road PFF Channelization Project Phase 1-B

Item	Item	Estimated	Unit of	Unit Price	Item Total
No.		Quantity	Measure	(In Figures)	(In Figures)
1	Mobilization	1	LS	18,500.0	18,500.00
2	Water Pollution Control	ı	LS	3,000 00	3,000,20
3	Traffic Control	ı	LS	45,000,00	45,000.00
4	Clearing & Grubbing	ı	LS	30,000.	30,000.00
5	Fence & Mailbox Relocation/Replacement	1	LS	10,000,00	10,000
6	Saw Cut Existing Pavement	8,200	LF	.50	4,100.00
7	Cold Plane Asphalt Concrete Pavement	1,750	SF	1. <u>so</u>	2.625.00
8	Remove Existing Pavement	21,560	SF	. 80	17,248.00
9 (F)	Roadway Excavation	6,040	CY	10. ==	60,400.00
10 (F)	Roadside Earthwork	1,800	CY	15, 20	27,000 €
11	Shoulder Backing	1,625	TONS	14.00	30, 875.
12	Asphalt Concrete (Type A)	12,440	TONS	70.00	870,800.
13	Aggregate Base (Class II)	9,440	TONS	20.00	188,800.
14	Asphalt Concrete Dike (Type E)	564	LF	6.00	3,384.00
15	Adjust Survey Monument Wells to Grade	6	EA	400.00	2,400,00
16	36" Dia. Concrete Plug (Irrig.)	1	EA	2.000.	2,000,00
17	8" Thick Reinforced Concrete Cap (Irrig.)	375	SF	20. ≥	7500-80
18	3' Wide Concrete Valley Gutter	100	LF	50.00	5000, =0
19	12" C.M.P. Culvert	140	LF	&s, ≈	11,900,00
20	Culvert Inlet/Outlet Structure	4	EA	3,000,00	12,000,00
21	Thermoplastic Pavement Striping (Detail 15)	113	LF	1 00	113. ••
22	Thermoplastic Pavement Striping (Detail 21)	289	LF	(_99	289.00

23	Thermoplastic Pavement Striping (Detail 22)	2,034	LF	1.00	2,034.00
24	Thermoplastic Pavement Striping (Detail 27B)	16,506	LF	, 30	8,253 ==
25	Thermoplastic Pavement Striping (Detail 27C)	775	LF	1.00	775, 20
26	Thermoplastic Pavement Striping (Detail 29)	1,580	LF	ا يعني	1,580=
27	Thermoplastic Pavement Striping (Detail 32)	5,092	LF	2,00	10,184.00
28	Thermoplastic Pavement Striping (Detail 38)	850	LF	1. 90	850.00
29	Thermoplastic Pavement Markings	1,750	SF	3. 00	5,250,00
30	Thermoplastic 12" Cross Hatch Striping	500	LF	3.00	1500.00
31	Remove Striping & Pavement Markings	1	LS	5004 20	5000 °
32	Relocate Existing Traffic Signs	17	ÉA	175.	2975. ==
33	Install Traffic Sign	1	EA	200,00	200.00
34	Remove Existing Traffic Signs	2	EA	100.00	200.
35	Construction Staking	1	LS	10,000.00	10,000.00

TOTAL BID	1401,695
j	,401,73500

(SIGNED) Date: 3/23/11

Marvin H. Kerlee III, Operations Manager
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.

(F) Denotes Final Pay Item as shown in Section 9-1.015 in the Standard Specifications.