

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Public Works *mb*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE July 14, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Construction Contract for the Hatch Road Channelization Phase II Project, to George Reed, Inc., of Modesto, California

STAFF RECOMMENDATIONS:

1. Award a contract in the amount of \$427,931 to George Reed, Inc., of Modesto, California, for the construction of the Hatch Road Channelization Phase II Project.
2. Authorize the Director of Public Works to execute a contract with George Reed, Inc., for \$427,931 and to sign necessary documents.
3. Authorize the Construction Manager to issue a Notice to Proceed, subject to receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project are in the amount of \$555,041.58 (\$427,931 for the contract; \$79,317.58 for quality assurance, inspection, materials testing, construction staking, and contract administration; \$5,000 for County administrative support services; \$42,793 for contract change orders and contingencies.) The project will be funded 100% by City/County Public Facilities Fees (PFF) funds. Funding is available in the Fiscal Year 2015-2016 Public Works Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2015-336

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

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

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  
CHRISTINE FERRARO TALLMAN, Clerk

Approval to Award a Construction Contract for the Hatch Road Channelization Phase II Project, to George Reed, Inc., of Modesto, California

**STAFF RECOMMENDATIONS (CONTINUED):**

4. Authorize the Director of Public Works to execute change orders, not to exceed 10%, in accordance with Public Contract Code, Sections 20137 and 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 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 PFF.

Hatch Road is one of the County's most congested roadways and carries significant volumes of traffic. The Road Congestion Relief Program identified that Hatch Road should have left turn lanes installed to relieve congestion and increase capacity to ensure a minimum level of service in the future.

On April 26, 2011, the Board approved the award of a contract to Granite Construction for the construction of the Hatch Road Channelization Phase I-B Project. The Project was completed and accepted on October 10, 2011 and a center left-turn lane and through lanes were constructed 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.

The Hatch Road Channelization Phase II Project will widen Hatch Road between Clinton Road and Baldwin Road to add a center left-turn lane, for a total of three lanes, and widen existing shoulders for the purpose of improving safety and provide continuity between the previously improved project to the west and the future signalization project at Santa Fe Avenue. Hatch Road will be widened from about 32 feet to 48 feet to provide for the additional lane width and shoulder.

Right of Way (ROW) acquisition is ongoing; however, the County has sufficient ROW to facilitate construction of this project. Public Works staff will bring future items for the Board's consideration including a Relocation Plan and purchase agreements for property necessary for future utility relocations.

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15074(B), a Mitigated Negative Declaration for this project was approved and adopted by the Board of Supervisors on March 3, 2015.

An invitation to bid was electronically posted to the Modesto Reprographics website on May 20, 2015. On June 17, 2015 a total of four sealed bids were received, publicly opened, and read. A summary of the bids follows:

Approval to Award a Construction Contract for the Hatch Road Channelization Phase II Project, to George Reed, Inc., of Modesto, California

<u>Contractor</u>	<u>Base Bid</u>
George Reed, Inc.	\$427,931.00
DSS Company dba Knife River Construction	\$445,794.90
Tom Mayo Construction, Inc.	\$455,806.55
McFadden Construction, Inc.	\$483,685.60

The posted construction engineer's estimate for the Base Bid was \$502,891. The lowest bid is 15% below the engineer's estimate. Public Works Staff reviewed the lowest responsive bid from George Reed, Inc. and found it to be regular in all respects and recommends awarding a contract in the amount of \$427,931. The project is anticipated to be completed by late October 2015.

**POLICY ISSUES:**

The Hatch Road Channelization Project will meet the Board's priorities of providing A Safe Community and A Well Planned Infrastructure System by improving traffic safety on the County road system.

**STAFFING IMPACT:**

Public Works staff will oversee the project.

**CONTACT PERSON:**

Matthew Machado, Public Works Director. Telephone: (209) 525-4153.

**ATTACHMENT(S):**

Construction Contract (Agreement) by and between George Reed, Inc.

CE:sj

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**COUNTY OF STANISLAUS  
AGREEMENT**

THIS AGREEMENT, by and between George Reed, whose place of business is located at 140 Empire Avenue, Modesto, 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. 2015-336 adopted on the 14<sup>th</sup> day of July, 2015 awarded to Contractor the following Contract:

**HATCH ROAD CHANNELIZATION PROJECT – PHASE 2  
Contract No. 9735**

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 Stanislaus County Public Works Department designed the Project and furnished the Plans and Specifications. Stanislaus County Public Works 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 Thirty-Five (35) 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]  
Form FHWA-1273 [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, PE, Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

If to Contractor: Ed Berlier, Vice President  
George Reed, Inc.  
P.O. Box 4760  
Modesto, CA 95354

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:   
Matt Machado, Director  
Public Works Department

By:   
Ed Berlier  
Vice President

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

By:   
Thomas E. Boze  
Deputy County Counsel

**CONTRACTOR'S BID SHEET****Hatch Road Channelization Project  
Phase 2**

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-06	Mobilization	1	LS	8000.00	8000.00
2	SP-02	Water Pollution Control	1	LS	2,500.00	2,500.00
3	SP-27	Lead Compliance Plan	1	LS	1,850.00	1,850.00
4	SP-07	Traffic Control	1	LS	8,500.00	8,500.00
5	SP-42	Portable Changeable Message Sign	2	EA	2,500.00	5,000.00
6	SP-13	Clearing and Grubbing	1	LS	30000.40	30000.40
7	SP-10	Fence & Mailbox Relocation/Replacement	1	LS	5,000.00	5,000.00
8	SP-13	Saw Cut Existing Pavement	2,200	LF	2.50	5,500.00
9	SP-13	Cold Plane Asphalt Concrete Pavement	1,360	SY	8.00	10,880.00
10	SP-15	Earthwork	1	LS	58000.00	58000.00
11	SP-16	Aggregate Base (Class 2)	1,900	TONS	20.00	38,000.00
12	SP-29	Aggregate Base (Shoulder Backing)	340	TONS	20.00	6,800.00
13	SP-17	Hot Mix Asphalt (Type A)	3,000	TONS	78.00	234000.00
14	SP-12	Adjust Manhole Cover to Finish Grade	2	EA	250.00	500.00
15	SP-35	Minor Concrete: Sidewalk	20	SF	10.00	200.00
16	SP-21	Thermoplastic Striping: Detail 22	189	LF	1.00	189.00
17	SP-21	Thermoplastic Striping: Detail 27B	4,471	LF	0.75	3,353.25
18	SP-21	Thermoplastic Striping: Detail 27C	158	LF	0.75	118.50
19	SP-21	Thermoplastic Striping: Detail 32	2,329	LF	1.65	3,842.85
20	SP-21	Thermoplastic Pavement Markings	42	SF	3.50	147.00
21	SP-21	Remove Existing Striping & Pavement Markings	1	LS	4,000.00	4,000.00
22	SP-11	Reset Fiber Optic Markers	2	EA	650.00	1,300.00
23	SP-41	As-Built Drawings	1	LS	250.00	250.00
TOTAL BID						427931.00

(SIGNED)  ED BERLIER  
VICE PRESIDENT Date: JUNE 17, 2015

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.