

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

DEPT: Public Works

Johnson

BOARD AGENDA # *C-4

Urgent

Routine

AGENDA DATE October 27, 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 at Santa Fe Avenue Intersection Improvement Phase 3 Project, to George Reed, Inc., of Modesto, California

STAFF RECOMMENDATIONS:

1. Award a contract in the amount of \$1,449,515 to George Reed, Inc., of Modesto, California, for the construction of the Hatch Road at Santa Fe Avenue Intersection Improvement Phase 3 Project, upon receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with George Reed, Inc., for \$1,449,515 and to sign necessary documents.
3. Authorize the Construction Manager to issue a Notice to Proceed, upon 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 \$1,699,467 (\$1,449,515 for the contract; \$100,000 for quality assurance, inspection, materials testing, construction staking and contract administration; \$5,000 for County administrative support services; \$144,952 for contract change orders and contingencies.) The project will be funded 100% by City/County Public Facilities Fees. Funding is available in the Fiscal Year 2015-2016 Public Works Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2015-507

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

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) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Construction Contract for the Hatch Road at Santa Fe Avenue Intersection Improvement Phase 3 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:

The proposed new traffic signals and additional through turn lanes will improve traffic safety and enhance the flow of traffic through the intersections of Hatch Road, Santa Fe Avenue and Burlington Northern Santa Fe railroad. Installation of safety lighting, railroad signal upgrades, and shoulder widening will also be completed. This project is the final of three phases of projects on the Hatch corridor which was identified in the Department of Public Works Traffic Congestion Relief Program and approved by the Board of Supervisors in January 2004.

On April 21, 2009 and February 14, 2012, the Board of Supervisors approved the Purchase Agreement to Acquire Road Right-of-Way for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

On May 7, 2013, Board of Supervisors authorized the Director of Public Works to sign the Consent to Common Use Agreement with the Turlock Irrigation District for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

On August 11, 2015, Board of Supervisors authorized the Director of Public Works to Sign a Grade Crossing Construction and Maintenance Agreement and an Easement Agreement with Burlington Northern Santa Fe Railroad (BNSF) for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

A Construction and Maintenance Agreement and an Easement Agreement with BNSF were signed on September 9, 2015. These new agreements have a three year term for completion. The improvements being constructed by BNSF include:

- Widening of the existing track section;
- New railroad signal controller;
- New railroad signal; and
- Relocation of existing train communication and control system.

An invitation to bid was electronically posted to the Modesto Reprographics website on August 17, 2015. On September 23, 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 at Santa Fe Avenue Intersection Improvement Phase 3 Project, to George Reed, Inc., of Modesto, California

<u>Contractor</u>	<u>Base Bid</u>
George Reed, Inc.	\$1,449,515.00
Bay Cities Paving & Grading, Inc.	\$1,494,365.49
McFadden Construction	\$1,669,514.00
Teichert Construction	\$1,755,322.20

The posted construction engineer's estimate for the Base Bid was \$1,669,353. The lowest bid is 13% 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 \$1,449,515. The project is anticipated to be completed by the spring of 2016.

POLICY ISSUES:

The Hatch Road at Santa Fe Avenue and Hatch Road at BNSF Railroad intersections will meet the Board's priorities of providing A Safe Community, A Healthy 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.
Colt Esenwein, Public Works Deputy Director. Telephone: (209) 525-4184

ATTACHMENT(S):

Construction Contract (Agreement) by and between Stanislaus County.

CE:djd

L:\ROADS\9208 - Hatch at Santa Fe-Phase 3\Design\Board Items\9208_Award Const Contract.pdf

COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between George Reed, Inc., 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. 2015-507 adopted on the 27th day of October, 2015 awarded to Contractor the following Contract:

Hatch Road at Santa Fe Avenue Intersection Improvement – Phase 3 Contract No. 9208

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. Public Works Department 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 Seventy-Five (75) 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:

Agreement
Encroachment Permit [if applicable]
Form FHWA-1273 [if applicable]
Notice of Award
Notice to Proceed
Project Plans
Project Specifications
State Standard Specifications and Standard Plans

- 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.
140 Empire Avenue
Modesto, CA 95354

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

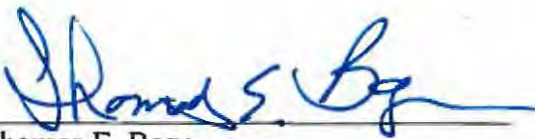
COUNTY OF STANISLAUS

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
Assistant County Counsel

CONTRACTOR BID SHEET
HATCH ROAD AND SANTA FE AVENUE INTERSECTION WIDENING PHASE 3

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	70,000.00	70,000.00
2	Water Pollution Control	1	LS	10,000.00	10,000.00
3	Traffic Control	1	LS	83,000.00	83,000.00
4	Clearing and Grubbing	1	LS	102,000.00	102,000.00
5	Reset Mailboxes	1	LS	500.00	500.00
6	Earthwork	4,260	CY	15.00	63,900.00
7	Concrete Island Medians	2,366	SF	6.50	15,379.00
8	Hot Mix Asphalt (Type A)	5,426	TONS	93.00	504,618.00
9	Aggregate Base (Class 2)	5,433	TONS	29.00	157,557.00
10	Cold Plane Asphalt Concrete Pavement	4,152	SF	4.00	16,608.00
11	PCC Curb	519	LF	17.00	8,823.00
12	Fencing	702	LF	15.50	10,881.00
13	Shoulder Backing	854	TONS	31.00	26,474.00
14	Thermoplastic Striping (22, 27B, 29, 31, 38, 40 yellow)	10,759	LF	1.00	10,759.00
15	Thermoplastic Pavement Markings	1,804	SF	4.00	7,216.00
16	Signals Lighting and Electrical Systems	1	LS	320,650.00	320,650.00
17	Object Markers	4	EA	60.00	240.00
18	Traffic Signs	10	EA	250.00	2,500.00
19	AC Dike Type "A"	820	LF	5.00	4,100.00
20	Metal Beam Guardrail (TYPE A77L2)	120	LF	173.00	20,760.00
21	AT&T Underground Conduit	133	LF	50.00	6,650.00
22	Lead Compliance Plan	1	LS	1,500.00	1,500.00
23	As built Drawings	1	LS	500.00	500.00
24	Overside Drain Labor Only (Materials Under HMA)	7	EA	700.00	4,900.00
				TOTAL BID	1,449,515.00

(SIGNED) Ed Berlier Date: 09/22/15
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.

ED BERLIER, VICE PRESIDENT

GUARANTEE

TO: The County of Stanislaus ("County"), for the Hatch Road at Santa Fe Avenue Intersection Improvement Phase 3 project.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

(SIGNATURE ON NEXT PAGE)

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: 10/01/15

GEORGE REED, INC.

By: 
Signature

ED BERLIER
Print Name

VICE PRESIDENT
Title

140 EMPIRE AVENUE
Street Address

MODESTO, CA 95354
City, State, Zip code

END OF GUARANTEE