

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: June 13, 2017

SUBJECT:

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase L Project to Knife River Construction of Stockton, California

BOARD ACTION AS FOLLOWS:

2017-315

On motion of Supervisor Withrow, Seconded by Supervisor Olsen

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Chiesa

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


PAM VILLARREAL, Assistant Clerk

File No.

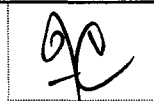
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA #: *C-2

Urgent

Routine



AGENDA DATE: June 13, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase L Project to Knife River Construction of Stockton, California

STAFF RECOMMENDATIONS:

1. Adopt the Plans and Specifications for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase L Project, Federal Project No. STPL – 5938 (236).
2. Award a contract in the amount of \$1,990,736.25 to Knife River Construction of Stockton, California, for the construction of the RSTP Road Resurfacing Program Phase L Project, Federal Project No. STPL – 5938 (236).
3. Authorize the Director of Public Works to execute a contract with Knife River Construction, for \$1,990,736.25 and to sign necessary documents.
4. Authorize the Construction Manager to issue a Notice to Proceed, subject to receipt of proper insurance and bonds.
5. Authorize the Director of Public Works to execute change orders, not to exceed 10%, in accordance with the Public Contract Code, Sections 20142 and 20137.
6. Authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities upon project completion.
7. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The RSTP Road Resurfacing Program Phase L project is part of the County's Federally funded RSTP Road Resurfacing Program. Previous phases completed in years 2009 through 2016 included resurfacing approximately 115 miles of roadway.

The scope of the project includes road reconstruction, road surface preparation, hot mix asphalt overlay, shoulder backing, slurry seal, pavement markings, and striping.

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase L Project to Knife River Construction of Stockton, California

The following project road limits and treatments are included in the RSTP Road Resurfacing Program Phase L Project:

1. Full Depth Reclamation with cement
 - Howard Road (0.4 mi +/- southeast of Interstate 5 interchange to 1.0 mi +/- west of Stark Road) – 1.6 mi.
 - Carpenter Road (Robertson Road to Chicago Avenue)
 - W. Hatch Road (630' +/- east of Carpenter Road to Monticello Lane)
2. Rapid Setting Slurry Seal
 - Howard Road (1.0 mi +/- west of Stark Road to Frank Cox Road) – 1.6 mi.

The scope of bid alternative 1 for the project is to upgrade the video detection system. This upgrade includes abandoning the existing loop detectors in place, and furnishing and installing the additional hardware to complete the video detection system, including, but not limited to, sensors, processors, extension modules, and all wiring and mounting hardware as required by the manufacturer, for existing approaches and phases. This includes the eastbound and westbound approaches at the Carpenter Road intersections at Beverly Drive, Paradise Road, and Robertson Road.

An invitation to bid was electronically posted to the Modesto Reprographics website on April 4, 2017. On April 26, 2017, a total of three sealed bids were received, publicly opened, and read. The engineer's estimate for the project was \$1,630,090. A summary of the bids follows:

No.	Contractor	Base Bid	Alternative 1	Total Bid
1	Knife River Construction	\$1,937,236.25	\$53,500.00	\$1,990,736.25
2	Teichert Construction	\$2,130,407.55	\$86,725.00	\$2,130,407.55
3	George Reed, Inc.	\$2,405,980.50	\$50,000.00	\$2,455,980.50

Public Works Staff reviewed the lowest responsive bid of Knife River Construction and found it to be regular in all respects and recommends awarding a contract in the amount of \$1,990,736.25.

National Environmental Policy Act (NEPA) clearance was obtained on July 14, 2016. This project is exempt from the California Environmental Quality Act, Class 1, California Code of Regulations, Title 14, §15301 (Existing Facilities). A Notice of Exemption was filed with the County Clerk on December 8, 2016.

The project is tentatively scheduled to begin construction in July 2017 and will be completed in September 2017.

POLICY ISSUE:

Public Contract Code Section 22034 requires Board of Supervisors' approval for all contracts exceeding \$175,000.

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase L Project to Knife River Construction of Stockton, California

FISCAL IMPACT:

Costs associated to assure the delivery of the project is in the amount of \$2,299,810 (contract \$1,990,736; contingency \$199,074; quality assurance, inspection, and contract administration \$110,000). Funding is included in the Fiscal Year 2017-2018 Public Works Road Projects Proposed Budget.

Cost of recommended action:		\$ 2,299,810
Source(s) of Funding:		
Federal RSTP funds	\$ 1,891,196	
Public Works Roads Fund	408,614	
Funding Total:	<u>2,299,810</u>	
Net Cost to County General Fund		<u>\$ -</u>

Fiscal Year:	2017/2018
Budget Adjustment/Appropriations needed:	NO

Fund Balance as of :

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Well Planned Infrastructure System and A Healthy Community by resurfacing deteriorated roadways in the county with asphalt concrete overlay and full depth reclamation.

STAFFING IMPACT:

Existing Public Works staff will oversee the project.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Plans and Specifications
2. Construction Contract with Knife River Construction

Attachment 1
Plans and
Specifications are
Available from Clerk

ATTACHMENT 2

CONSTRUCTION CONTRACT WITH KNIFE RIVER CONSTRUCTION

**COUNTY OF STANISLAUS
AGREEMENT**

THIS AGREEMENT, by and between DSS Company dba Knife River Construction, whose place of business is located at 655 W. Clay Street, Stockton, California 95206 (“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. 2017-315 adopted on the 13th day of June, 2017, awarded to Contractor the following Contract:

**RSTP Road Resurfacing Program Phase L
County Contract No. 9473
Federal Aid No. STPL-5938(236)**

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 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 Forty-Five (45) 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)
- Project Plans
- Project Specifications
- State Standard Specifications and Standard Plans

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: Dave Leamon, Deputy Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor: Steve Essoyan, President
Knife River Construction
P.O. 6099
Stockton, CA 95206-0099


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

COUNTY OF STANISLAUS

**DSS COMPANY dba
KNIFE RIVER CONSTRUCTION**

By: 

Matt Machado, Director
Public Works Department

By: 

Steve Essoyan
President

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

By: 

Amanda DeHart
Deputy County Counsel

CONTRACTOR'S BID SHEET**RSTP Road Resurfacing Program Phase L
Federal Aid Project No. STPL-5938(236)**

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	Mobilization	1	LS	83,300 ⁰⁰	83,300 ⁰⁰
2	SP-03	Water Pollution Control	1	LS	5400 ⁻	5400 ⁻
3	SP-06 & SP-07	Temporary Traffic Control	1	LS	155,200 ⁻	155,200 ⁻
4	SP-08	Lead Compliance Plan	1	LS	11005 ⁻	11005 ⁻
5	SP-11	Dig-Outs	1,032	S.F.	15.90	16,408.80
6	SP-12	Cold Plane Asphalt Concrete Pavement	23,022	S.F.	.90	20,719.80
7	SP-13	Full Depth Reclamation - Cement Stabilization 18" Depth	203,905	S.F.	1.35	275,271.75
8	SP-13	Full Depth Reclamation - Cement Stabilization 12" Depth	263,410	S.F.	1.40	368,774 ⁻
9	SP-14	Hot Mix Asphalt Concrete (Type A)	10,600	TONS	56.80	602,080 ⁻
10	SP-15	Rapid Setting Slurry - Type III (mixed ton)	400	TONS	190 ⁻	76,000 ⁻
11	SP-16	Aggregate Base (Shoulder Backing)	1,300	TONS	44.20	57,460 ⁻
12	SP-17	Adjust Manhole and Water Valve Boxes to Grade	46	EA.	755 ⁻	34,730 ⁻
13	SP-18	ADA Improvements at 4 Corners Complete	1	LS	26,000 ⁻	26,000 ⁻
14	SP-19	Monument Preservation	20	EA.	500 ⁻	10,000 ⁻

Note: All line items must have an entry placed in its appropriate box.

CONTRACTOR'S BID SHEET

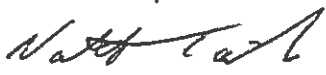
**RSTP Road Resurfacing Program Phase L
Federal Aid Project No. STPL-5938(236)**

BASE BID

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
15	SP-20	Thermoplastic Striping (Detail 6)	8,900	L.F.	.50	4450 ⁻
16	SP-20	Thermoplastic Striping (Detail 9)	405	L.F.	.50	202.50
17	SP-20	Thermoplastic Striping (Detail 19)	6,440	L.F.	1.60	10,304 ⁻
18	SP-20	Thermoplastic Striping (Detail 22)	3,842	L.F.	1.70	6531.40
19	SP-20	Thermoplastic Striping (Detail 27B & 27C)	35,706	L.F.	.75	26,779.50
20	SP-20	Thermoplastic Striping (Detail 28)	250	L.F.	3.20	800 ⁻
21	SP-20	Thermoplastic Striping (Detail 29)	232	L.F.	3.40	788.80
22	SP-20	Thermoplastic Striping (Detail 31)	2,084	L.F.	3.20	6668.80
23	SP-20	Thermoplastic Striping (Detail 38)	660	L.F.	2.15	1419.00
24	SP-20	Thermoplastic Striping (Detail 39)	10,070	L.F.	1.05	10,573.50
25	SP-20	Thermoplastic Striping (Detail 39A)	6,642	L.F.	.90	5977.80
26	SP-20	Thermoplastic Pavement Markings	4,421	S.F.	5.60	24,757.60
27	SP-21	Pavement marking (Shamrock Green Bicycle Lane Coloring)	2,040	S.F.	5.35	10,914.00
28	SP-22	Blue Fire Hydrant Pavement Markers	20	EA.	16 ⁻	320 ⁻
29	SP-23	Roadside Signs	20	EA.	257 ⁻	5140 ⁻
30	SP-24	Metered Service Pedestal and BBS	1	LS	20,120 ⁻	20,120
31	SP-24	Video Detection System	1	LS	68,480 ⁻	68,480 ⁻
TOTAL BASE BID						1,937,836.25

(SIGNED)  Date: 5/24/26/2017

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.

MATH ERROR. THE CORRECT TOTAL BASE
BID AMOUNT IS \$ 1,937,236.25


CONTRACTOR'S BID SHEET

**RSTP Road Resurfacing Program Phase L
Federal Aid Project No. STPL-5938(236)**

ALTERNATE ADDITIVE I

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-24	Upgrade Video Detection	1	LS	53,500	53,500
TOTAL ALTERNATE ADDITIVE I BID						53,500

(SIGNED) _____  _____ Date: 4/26/2017

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.