

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

DEPT: Public Works

BOARD AGENDA #: *C-3

AGENDA DATE: June 13, 2017

SUBJECT:

Approval to Adopt Plans and Specifications and Award a Contract to Provide and Apply Polymer Modified Rejuvenating Emulsion Oil for the 2017 Chip Seal Project to Telfer Pavement Technologies, LLC of McClellan, California

BOARD ACTION AS FOLLOWS:

No. 2017-316

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

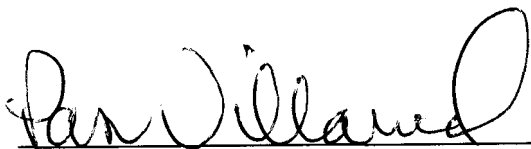
1) Approved as recommended

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

Urgent

Routine



BOARD AGENDA #: *C-3

AGENDA DATE: June 13, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Adopt Plans and Specifications and Award a Contract to Provide and Apply Polymer Modified Rejuvenating Emulsion Oil for the 2017 Chip Seal Project to Telfer Pavement Technologies, LLC of McClellan, California

STAFF RECOMMENDATIONS:

1. Approve the Plans and Specifications for the Stanislaus County 2017 Chip Seal Project.
2. Award a contract in the amount of \$707,625 to provide and apply polymer modified rejuvenating emulsion oil for the 2017 Chip Seal Project to Telfer Pavement Technologies, LLC of McClellan, California.
3. Authorize the Director of Public Works to execute a contract with Telfer Pavement Technologies, LLC for \$707,625 and to sign necessary documents.
4. 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.
5. Authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities upon project completion.
6. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The 2017 Chip Seal Project is a preventative maintenance step, and consists of sealing existing County roadways with polymer modified rejuvenating asphaltic emulsion and the placement of rock chips on the emulsion. The emulsion will seal cracks in the road and prevent moisture from seeping under the pavement. The rock chips will improve the skid resistance and driving surface of the road. The contractor will spread oil while Department of Public Works Road Operation's crews will perform traffic control, road preparation, sweeping and spreading of the chips. The total mileage to be chip sealed is 83 miles, and the chip seal is anticipated to add up to 8 years to the life of the road.

These roads are low and medium volume roads that chip seal can protect. All roads selected are in poor-to-failed condition. Constituent complaints were also a consideration for inclusion on the list of selected roads.

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The following roads are included in this project:

Minnear (Litt & Riverbank City Line (C.L.))
Litt (Minnear & Claribel)
Eleanor (Patterson & Claribel)
Patterson (Albers & Riverbank C.L.)
Kaufman (Oakdale C.L. & End)
Kentucky (Riverbank C.L. & Eleanor)
California (Snedigar & End)
Snedigar (California & Kentucky)
Eleanor (Patterson & Montgomery)
Montgomery (Eleanor & Hwy 108)
Santa Fe St. (Snedigar & Richardson)
Santa Fe St. (Claus & Riverbank C.L.)
Snedigar (Santa Fe St. & Hwy 108)
Central (Santa Fe St. & Mesa Dr.)
Mesa Dr. (Hwy 108 & Langworth)
Webster (Snedigar & End)
Adams Gravel Plant (Hwy 108 & Hwy 108)
Van Dusen (Terminal Ave. & Claus)
Minnear (Terminal Ave. & Claus)
Davis Ave. (Terminal Ave. & Claus)
Pioneer (Valley Home Rd. & Hwy 120)
Valley Home Rd. (Hwy 120 & Victory)
Sawyer (Hwy 120 & N. End)
Walnut (Hwy 120 & Valley Home Rd.)
Pleasant Valley Rd. (Victory & Valley Home Rd.)
Free Love (Pioneer & Valley Home Rd.)
Lone Tree (Valley Home Rd. & San Joaquin Co.)
Texas (Pioneer & Valley Home Rd.)
Michigan (Lone Tree & Valley Home Rd.)
Minnesota (Pioneer & Lone Tree)
Schultz (Valley Home Rd. & Lambuth)
Dale (Valley Home Rd. & End)
Lambuth (Valley Home Rd. & Dale)
Hinds (Lambuth & 26 Mile Rd.)
Hogue (McHenry & End)
Mitchell (Taylor & West Main)
Morgan (Keyes & Ceres C.L.)
Grayson (Central & Crows Landing)
Blaker (Keyes & Canal)
Moffett (Service & Redwood)
Harding Rd. Double Chip 1st Pass (Mitchell & Central @ .42 PMRE)
Harding Rd. Double Chip 2nd Pass (Mitchell & Central @ .32 PMCRS)
Koster (Gaffery & San Joaquin Co. Line)
Hamilton (Welty & Hwy 33)
Hamilton (Hwy 33 & River)

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Welty (San Joaquin Co. Line & Hamilton)
Blewitt (San Joaquin Co. Line & Welty)
W. Stanislaus (River to Hwy 33 & Hwy 33 to End)
Dairy (River to Pelican)
Pelican (Orchard & Dairy)
Orchard (Hwy 33 & River)
Orchard (River & Pelican)
Spencer (Hwy 33 & Welty)
Center (Hwy 33 & River)
Center (River & Pelican)
Oaklea (Hwy 33 & River)
Warner (Faith Home to End)
Taylor (Faith Home & Carpenter)
Roberts Rd (Faith Home to End)
Zeering (Crows Landing & End)
Monte Vista (Faith Home & Central)
W. Monte Vista (Carpenter & Crows Landing)
Tuolumne (Going West – End to Mitchell)
Tuolumne (Going West – Mitchell & End)
Tuolumne (Crows Landing to End)
El Katrina (Crows Landing & Bystrum)
Moffett (Monte Vista & Fulkerth)

An invitation to bid was electronically posted to the Modesto Reprographics website on April 5, 2017. On May 3, 2017, three sealed bids were received, publicly read, and opened. The engineer's estimate for the budget of the project was \$1,000,000. A summary of the bids follows:

CONTRACTOR	BID
Telfer Pavement Technologies, LLC	\$707,625.00
VSS International, Inc.	\$761,001.00
Western Emulsion, Inc.	\$779,844.36

Public Works' staff has reviewed the bid of Telfer Pavement Technologies and found it to be regular in all respects and recommends awarding a contract in the amount of \$707,625.

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

This project is exempt from the California Environmental Quality Act, Class 1, California Code of Regulations, Title 14, §15301 (Existing Facilities). On March 22, 2017, a Notice of Exemption (NOE) was filed with the County Clerk-Recorder.

POLICY ISSUE:

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

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FISCAL IMPACT:

Costs associated to assure delivery of this project are in the amount of \$778,000 (contract: \$707,625 and contingencies: \$70,375). Funding is included in the Budget Year 2017-2018 Public Works Road and Bridge Operations Recommended Proposed Budget. The project is fully funded with the Measure L road maintenance sales tax revenues.

Cost of recommended action:	\$ 778,000
Source(s) of Funding:	
Measure L	<u>\$ 778,000</u>
Funding Total:	<u>778,000</u>
Net Cost to County General Fund	<u>\$ -</u>

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by improving the road surface and prolonging the life of roads.

STAFFING IMPACT:

Existing Public Works staff will oversee this project.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Plans and Specifications for the 2017 Chip Seal Project
2. Polymer Modified Rejuvenating Emulsion Oil Contract with Telfer Pavement Technologies

ATTACHMENTS AVAILABLE FROM CLERK

**Attachment 1
Plans and
Specifications for
the 2017 Chip Seal
Project are
Available from Clerk**

ATTACHMENT 2

POLYMER MODIFIED REJUVENATING EMULSION OIL CONTRACT WITH TELFER
PAVEMENT TECHNOLOGIES

COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between Telfer Pavement Technologies, LLC, whose place of business is located at 4522 Parker Avenue, Suite 350, McClellan, California 95652 ("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. 2017-316 adopted on the 13th day of June, 2017, awarded to Contractor the following Contract:

2017 Chip Seal

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 Thirty (30) 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: Daniel Frankel, Vice President
Telfer Pavement Technologies, LLC
P.O. Box 709
Martinez, CA 94553

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

COUNTY OF STANISLAUS

TELFER PAVEMENT TECHNOLOGIES, LLC

By: 
Matt Machado, Director
Public Works Department

By: 
Daniel Frankel
Vice President

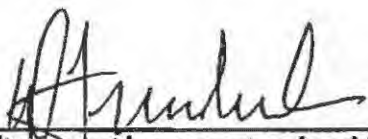
APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda DeHart
Deputy County Counsel

CONTRACTOR'S BID SHEET

2017 Chip Seal

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	POLYMER MODIFIED REJUVENATING EMULSION (PMRE)	1479	Tons	475. ⁰⁰	702,525. ⁰⁰
2	SP-03	POLYMER MODIFIED ASPHALTIC EMULSION (GRADE PMCRS2h)	12	Tons	425. ⁰⁰	5,100. ⁰⁰
TOTAL BID						707,625. ⁰⁰

(SIGNED)  Date: 5/3/17

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.