

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

DEPT: Public Works

BOARD AGENDA:5.C.2  
AGENDA DATE: March 27, 2018

**SUBJECT:**

Approval to Adopt Plans and Specifications for the Geer Road and Whitmore Avenue Intersection Improvement and Award the Construction Contract to United Pavement Maintenance, Inc. of Hughson, California

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0140**

On motion of Supervisor Olsen \_\_\_\_\_, Seconded by Supervisor Withrow \_\_\_\_\_  
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini \_\_\_\_\_

Noes: Supervisors: None \_\_\_\_\_

Excused or Absent: Supervisors: None \_\_\_\_\_

Abstaining: Supervisor: None \_\_\_\_\_

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.2  
AGENDA DATE: March 27, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

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**SUBJECT:**

Approval to Adopt Plans and Specifications for the Geer Road and Whitmore Avenue Intersection Improvement and Award the Construction Contract to United Pavement Maintenance, Inc. of Hughson, California

**STAFF RECOMMENDATION:**

1. Approve the Plans and Specifications for Geer Road and Whitmore Avenue Intersection Improvement Project, Federal Aid Project No. CML-5938(222).
2. Award a contract for Construction Services United Pavement Maintenance, Inc. of Hughson, California for the Geer Road and Whitmore Avenue Intersection Improvement Project, Federal Aid Project No. CML- 5938(222).
3. Authorize the Director of Public Works to execute a contract with United Pavement Maintenance, Inc. in the amount of \$1,473,780 and to sign necessary documents, including any amendments to the agreement not to exceed 10%, in accordance with Public Contract Code section 20137 and 20142.
4. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

Stanislaus County is proposing improvements to the existing intersection of Geer Road and Whitmore Avenue. The intersection is located approximately a half mile east of the City of Hughson in an unincorporated area of Stanislaus County. Existing traffic control is an all-way stop with a central flashing red signal. There are no segregated turning lanes at the intersection.

The purpose of the project is to reduce vehicle idling time and number of stops in an effort to improve air quality, as well as to improve traffic safety and flow through the intersection. The Geer Road and Whitmore Avenue intersection will be signalized and widened to accommodate existing traffic operations, including left turn lanes on all four approaches, and to provide lane transitions and needed shoulder area. Each approach will provide a through lane and a left-turn lane. Widening and required transitions will extend from the intersection center approximately 1,000 feet north and 800 feet south along Geer Road, and approximately 800 feet east and west along Whitmore Avenue. Signalization will involve the installation of foundations, poles and mast arms to support the proposed signal assemblies, street name signs and luminaires as well as control

boxes and other related equipment. Equipment and material staging for the project will occur within existing County road right-of-way (ROW).

National Environmental Protection Act (NEPA) clearance was obtained under federal aid number CML-5938(222) on May 4, 2017 and a Statement of Continued Validity of the Initial Study/Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) was prepared on March 21, 2017.

On January 8, 2018, an invitation to bid was electronically posted to the Modesto Reprographics online plan room. On February 7, 2018, six sealed bids were received, publicly read, and opened. The engineer's estimate for the project was \$1,370,000. A summary of the bids follows:

<b>Contractor</b>	<b>Bid Amount</b>
United Pavement Maintenance, Inc.	\$1,473,780
T&S Intermodal Maintenance Inc.	\$1,582,392
Teichert Construction	\$1,608,439
George Reed, Inc.	\$1,622,995
Cal Valley Construction Inc.	\$1,699,236
Knife River Construction	\$1,709,820

Public Works staff reviewed the bid proposal package from United Pavement Maintenance, Inc. and determined it to be regular in all respects and recommends awarding a contract in the amount of \$1,473,780.

**POLICY ISSUE:**

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

**FISCAL IMPACT:**

Costs associated to assure delivery of the project is in the amount of \$1,804,460 as follows:

- Contract: \$1,473,780.20
- Contingencies: \$147,378.02
- Construction Staking: \$21,080.21
- Material Sampling and Testing: \$14,843.30
- Construction Management and Inspection: \$147,378.02

The construction phase of this project is funded with \$300,000 of Federal Congestion Mitigation Air Quality Program (CMAQ) funds, \$600,000 of Measure L funds and \$904,460 of Regional Transportation Impact Fees. Funding is available in the Fiscal Year 2017-2018 Adopted Final Public Works Road budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services & Community Infrastructure* by improving regional air quality, safety and efficiency at the intersection with the installation of a traffic signal.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153.

**ATTACHMENT(S):**

1. United Pavement Maintenance Agreement
2. Plans and Specifications (Available from Clerk)

**COUNTY OF STANISLAUS  
AGREEMENT**

THIS AGREEMENT, by and between United Pavement Maintenance, Inc., whose place of business is located at 7027 Hughson Avenue, Hughson, CA 95326 (“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. \_\_\_\_\_, adopted on the 27th day of March, 2018, awarded to Contractor the following Contract:

**Geer Road and Whitmore Avenue Intersection Improvement  
County Contract No. 9708  
Federal Aid Project No. CML-5938(222)**

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 Mark Thomas and Company designed the Project and furnished the Plans and Specifications. Mark Thomas and Company 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 One Hundred and Twenty (120) 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 of **One Million Four Hundred Seventy-Three Thousand Seven Hundred Eighty and 20/100 Dollars (\$1,473,780.20)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

#### **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:

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

If to Contractor:

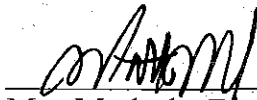
Nora Yanez, Office Manager  
United Pavement Maintenance, Inc.  
P.O. Box 1017  
Hughson, CA 95326

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

**COUNTY OF STANISLAUS**

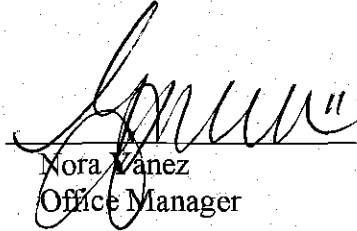
**UNITED PAVEMENT MAINTENANCE, INC.**

By:



\_\_\_\_\_  
Matt Machado, Director  
Public Works Department

By:



\_\_\_\_\_  
Nora Yanez  
Office Manager

**APPROVED AS TO FORM:**

John P. Doering, County Counsel

By:



\_\_\_\_\_  
Amanda DeHart  
Deputy County Counsel

**EXHIBIT A**

CONTRACTOR'S BID

**CONTRACTOR'S BID SHEET****Geer Road and Whitmore Avenue Intersection Improvement  
Federal Aid Project No. CML-5938(222)**

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-6	Mobilization (10%)	1	LS	85,000	85,000.
2	SP-38	Lead Compliance Plan	1	LS	2,160	2,160.
3	SP-7	Temporary Traffic Control	1	LS	75,000	75,000.
4	SP-8	Temporary Pavement Delineation	1	LS	4,012	4,012.
5	SP-39	Portable Changeable Message Sign	4	EA	4,000.	16,000.
6	SP-2	Water Pollution Control	1	LS	6,000	6,000.
7	SP-26	Re-establishing Survey Monument (Type B)	1	EA	1,652	1,652.
8	SP-18	Cold Plane Asphalt Concrete Pavement	1498	SY	7. <sup>00</sup>	10,486. <sup>00</sup>
9	SP-12	Remove Poles & Salvage Flashing Beacon Warning System	1	LS	3,240.	3,240.
10	SP-17	Remove and Replace Mailbox	2	EA	300.	600.
11	SP-11	Remove Roadside Signs	16	EA	106.	1,696.
12	SP-16	Remove Pipe	290	LF	48. <sup>50</sup>	14,065.
13	SP-15	Remove Concrete Pavement and Base	8	CY	49.	392.
14	SP-20	Remove Irrigation Structures	4	EA	173.	692.
15	SP-10	Clearing and Grubbing	1	LS	7236	7236
16	SP-19	Roadway Excavation	3200	CY	15.25	48,800.
17	SP-21	Shoulder Backing	460	TON	57. <sup>00</sup>	26,220.
18	SP-22	Aggregate Base	590	TON	54.	31,860.
19	SP-23	Full Depth Reclamation - Cement (FDR-C)	104080	SF	1.90	197,752. <sup>00</sup>

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
20	SP-24	Hot Mix Asphalt (Type "A")	5033	TON	83.-	412,706.-
21	SP-14	Milling of Existing Unreinforced PCC Pavement	9880	SF	1.97	19,463. <sup>60</sup>
22	SP-29	12" Reinforced Concrete Pipe	33	LF	2.20	7260.- ←
23	SP-28	Reinforcement	754	LB	1	754.-
24	SP-35	Roadside Signs	7	EA	287.-	2009.-
25	SP-36	Construction Funding Signs (Single Post)	4	EA	378.-	1512.-
26	SP-34	Detectable Warning Surface	24	SF	66. <sup>80</sup>	1,603. <sup>20</sup>
27	SP-25	Minor Concrete (Curb & Gutter)	9	CY	850.-	7650.-
28	SP-25	Minor Concrete (Gutter)	15	CY	600.-	9,000.-
29	SP-30	Midwest Guardrail System (Wood Post)	250	LF	42.-	10,500.-
30	SP-31	Strengthened Midwest Guardrail System	150	LF	92.80	13,920.-
31	SP-33	End Anchor Assembly (Type SFT)	6	EA	864.-	5,184.-
32	SP-32	Alternative Flared Terminal System	6	EA	2,916.-	17,496.-
33	SP-37	Thermoplastic Pavement Markings	891	SF	10.80	9,622. <sup>80</sup>
34	SP-37	6" Thermoplastic Traffic Stripe (Detail 27B)	5100	LF	1.35	6,885.-
35	SP-37	6" Thermoplastic Traffic Stripe (Detail 22)	2860	LF	2.16	6,177. <sup>60</sup>
36	SP-37	8" Thermoplastic Traffic Stripe (Detail 38A)	775	LF	2.16	1,674.-
37	SP-40	As-built Drawings	1	LS	1500.-	1500.-
38	SP-41	Traffic Signal and Lighting	1	LS	406,000	406,000.-
<b>TOTAL PROJECT COST:</b>						<b>1,473,780.<sup>20</sup></b>

(SIGNED) J. Ruvalcaba Date: 2-7-18

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.

# **AVAILABLE FROM CLERK**

Plans and Specifications for the Geer Road and Whitmore  
Avenue Intersection Improvement Project