

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

DEPT: Public Works

BOARD AGENDA:5.C.1  
AGENDA DATE: July 27, 2021

**SUBJECT:**

Approval to Adopt Plans and Specifications for the 2021 Chip Seal Oil Project and Award the Construction Contract to VSS International, Inc., and Award the Material Procurement Contract with F.T.G. Construction Materials, Inc.

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2021-0355**

On motion of Supervisor Withrow----- **Seconded by Supervisor** Grewal-----  
and approved by the following vote,

**Ayes: Supervisors:** B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa-----

**Noes: Supervisors:** None-----


**Excused or Absent: Supervisors:** None-----

**Abstaining: Supervisor:** None-----

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

**MOTION:**

ATTEST: ELIZABETH A. KING, Clerk  
Stanislaus County Board of Supervisors,  
State of California

  
\_\_\_\_\_

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.1  
AGENDA DATE: July 27, 2021

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

---

**SUBJECT:**

Approval to Adopt Plans and Specifications for the 2021 Chip Seal Oil Project and Award the Construction Contract to VSS International, Inc., and Award the Material Procurement Contract with F.T.G. Construction Materials, Inc.

**STAFF RECOMMENDATION:**

1. Approve the plans and specifications for the 2021 Chip Seal Project.
2. Award a construction contract to VSS International, Inc., for the 2021 Chip Seal Project.
3. Authorize the Public Works Director to execute a contract with VSS International, Inc., in the amount of \$1,076,428 and to sign the necessary documents, including any amendments to the agreement not to exceed 10 percent in accordance with Public Contract Code Sections 20137 and 20142.
4. Approve the purchase of hot mix asphalt material from local, closest-nearby vendors for the 2021 Chip Seal Project in the amount of \$630,000.
5. Approve the purchase of chip aggregate rock material from F.T.G. Construction Materials, Inc., for the 2021 Chip Seal Project.
6. Authorize the Public Works Director to execute a contract with F.T.G. Construction Materials, Inc., in the amount of \$500,254.50 and to sign the necessary documents.
7. Authorize the Public Works Director to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

The 2021 Chip Seal Project aims to address the needs of deteriorating County roads and includes chip sealing approximately 126 centerline miles of roads in the unincorporated areas of southeast Turlock, Ceres/Turlock, and Salida/northwest Modesto.

Per the Public Contract Code 22002 (d) (3), this resurfacing work is less than 1-inch thick and is considered maintenance work. Staff has determined these roads are low to medium volume roads that a chip seal can protect. A chip seal treatment is anticipated to add up to 10 years with minimal maintenance required of the road. The roads listed in Attachment 5 - 2021 Chip Seal Road List are included in the program.

In the months prior to the chip seal application, County crews prepare the roads by crack sealing, repairing failed areas with asphalt, clearing the shoulders, and trimming trees to allow clearance for equipment. The amount of asphalt used in this phase is 9,000 tons. Each year, depending on the location of the roads being chip sealed, County staff purchase this asphalt at market rate from the closest asphalt plant available.

Following preparation activities, the chip seal consists of a contractor placing an asphalt emulsion over the roadway surface with a distributor truck. County crews immediately follow the distributor truck and place aggregate chips over the asphalt emulsion using County equipment. County crews finish by rolling, sweeping, and striping the new finished road surface.

For the 9,000 tons in hot mix asphalt needed for preparation of the 126 miles of roads, staff estimated an average market rate of \$66.00 per ton and is recommending Board approval to purchase hot mix asphalt from local vendors in an amount not to exceed \$630,000 for the preparation phase of this project. Competitive quotes for the purchase of asphalt is not required because there is no monetary advantage to be gained. Trucking costs quickly override any small bidding advantages that might be available for hauling the asphalt long distances across the County. The material is acquired at the asphalt plant by County staff using County equipment. The most cost-effective procurement is to source the material as close as possible to the location of the road requiring the material. For the asphalt emulsion used on this project, the construction contract includes the purchase, transport, and placement of the emulsion for the chip seal over the specified roads.

On May 4, 2021, staff advertised the construction contract for asphalt emulsion on the County's official bid portal website, PlanetBids. On May 26, 2021, bids were publicly opened via a Microsoft Teams Meeting and one electronic bid was received. The engineer's estimate for this contract was \$1,158,960. The only bid received was \$1,076,428 from VSS International, Inc. of West Sacramento, California. The bid is 7.7 percent under the engineer's estimate.

Public Works staff reviewed the bid proposal package from VSS International, Inc. and determined it to be regular in all respects and recommends awarding a contract in the amount of \$1,076,428.

For the aggregate rock (chip rock) material used on this project, the purchase order includes the purchase, transporting and supplying of chip rock to various stockpile locations. After the vendor delivers the chip rock, County staff then loads, transports, and applies the aggregate chips to various road surfaces using County staff and equipment.

On May 4, 2021, staff advertised a Request For Quote (RFQ) for chip rock on the County's official bid portal website, PlanetBids. On June 3, 2021, bids were publicly opened via a Microsoft Teams Meeting. Staff received a total of four quotes. The engineer's estimate for the chip rock was \$511,885. A summary of all quotes are as follows:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
F.T.G. Construction Materials, Inc.	\$500,254.50
GCU Trucking, Inc.	\$562,337.10
Green Dream International LLC	(non-responsive)
West Coast Sand and Gravel, Inc.	(non-responsive)

During the bid review process, two bids were found non-responsive. Green Dream International LLC proposed supplying a product that did not meet specifications. When given the opportunity to propose an alternative product, Green Dream International LLC was non-responsive.

Exhibit A of the Request for Quote states that the price for ton for the material includes all costs included with delivery including taxes, environmental fees and discounts. The quote received by West Coast Sand and Gravel, Inc. indicated that tax was not included in the total project cost, so their bid was determined to be non-responsive.

Public Works staff reviewed all bids and determined the bid from F.T.G. Construction Materials, Inc. of Lodi, California, was the lowest responsive bid and recommends purchasing the material for the amount of \$500,254.50.

This project is exempt from the California Environmental Quality Act (CEQA) under Class 1 of California Code of Regulations, Title 14, §15301 (Existing Facilities). On February 23, 2021, a Notice of Exemption was filed with the Stanislaus County Clerk-Recorder.

Public Works anticipates chip seal construction to begin in August 2021 and to be completed in October 2021.

**POLICY ISSUE:**

County Policy requires Board of Supervisors' approval of contracts that exceed \$200,000.

**FISCAL IMPACT:**

Total anticipated costs associated to assure delivery of this project are:

**ANTICIPATED EXPENDITURES:**

County Road Maintenance (workers/equipment/materials)	\$3,064,000
Hot Mix Asphalt Purchase (nearby vendors)	\$ 630,000
Asphalt Emulsion Contract (VSS International, Inc.)	\$1,158,960
Chip Rock Purchase (FTG Materials, Inc.)	\$ 500,255
<u>Construction Engineering Staff and Materials Testing</u>	<u>\$ 35,000</u>
<b>SUBTOTAL:</b>	<b>\$5,388,215</b>
<u>Asphalt Emulsion Contract Contingency (10%)</u>	<u>\$ 115,896</u>
<b>TOTAL:</b>	<b>\$5,504,111</b>

The project is fully funded with Measure L and Road Maintenance and Rehabilitation Account (SB-1) funds. Funding is available in the Fiscal Year 2021-2022 Proposed Public Works Road and Bridge Project budget.

Required funding amount from Measure L: \$2,000,000

Required funding amount from SB-1: \$3,505,000

The total project cost including design, road preparation, and chip sealing is \$5,504,111.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by improving pavement surfaces and prolonging the life of the County road network.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

David A. Leamon, Public Works Director

Telephone: (209) 525-4151

**ATTACHMENT(S):**

1. Specifications and Plans Available From the Clerk of the Board
2. RFQ - Aggregate Available from the Clerk of the Board
3. Construction Agreement - Oil
4. Contractor Agreement - Aggregate
5. 2021 Chip Seal Road List

## **ATTACHMENT 1**

### **AVAILABLE FROM THE CLERK OF THE BOARD**

2021 Chip Seal Oil and Rock

Approval to Adopt Plans and Specifications for the 2021 Chip Seal Oil Project and Award the Construction Contract to VSS International, Inc., and Award the Material Procurement Contract with F.T.G. Construction Materials, Inc.

## **ATTACHMENT 2**

### **AVAILABLE FROM THE CLERK OF THE BOARD**

Request for Quote - 2021 Chip Seal - Chip Aggregate

Approval to Adopt Plans and Specifications for the 2021 Chip Seal Oil Project and Award the Construction Contract to VSS International, Inc., and Award the Material Procurement Contract with F.T.G. Construction Materials, Inc.

**COUNTY OF STANISLAUS  
CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into by and between VSS International Inc., dba VSS Emultech whose place of business is located at 3785 Channel Drive, West Sacramento, CA 95691 (“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. 2021-0355 adopted on the 27th day of July, 2021 awarded a construction contract in the amount of \$1,076,428 to Contractor for the following project.

**2021 Chip Seal Oil Project  
County Contract Number 210001**

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 One Million Seventy-Six Thousand Four Hundred Twenty-Eight Dollars (\$1,076,428) 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
- Public Works Request for Proposal
- Contractor's Response
- Project Plans
- Project Specifications
- State Standard Specifications and Standard Plans
- County's Insurance Requirements – (Exhibit B)
- Encroachment Permit (if applicable)
- Form FHWA-1273 (if applicable)
- Federal Wage Rates (if applicable)

#### **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(ies) 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:**

Collin Yerzy, Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

**If to Contractor:**


Jordan Reed  
VSS International, Inc.  
dba VSS Emultech  
3785 Channel Drive  
West Sacramento, CA 95961

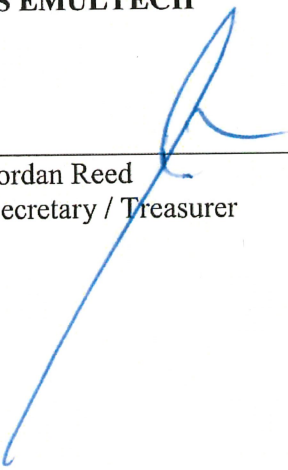
The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

**COUNTY OF STANISLAUS**

**VSS INTERNATIONAL, INC.  
dba VSS EMULTECH**

By:   
\_\_\_\_\_  
David A. Leamon, Director  
Department of Public Works

By:   
\_\_\_\_\_  
Jordan Reed  
Secretary / Treasurer

**APPROVED AS TO FORM:**  
Thomas E. Boze, County Counsel

By: **Todd James**  
\_\_\_\_\_  
Todd James  
Deputy County Counsel

Digitally signed by Todd James  
Date: 2021.06.22 11:28:29  
-07'00'

## Exhibit A

### Bid Results

#### Bidder Details

Vendor Name VSS International, Inc.  
Address 3785 Channel Drive  
West Sacramento, California 95691  
United States  
Respondee Jordan Reed  
Respondee Title Secretary/ Treasurer  
Phone 916-373-1500  
Email vssi\_contracts@slurry.com  
Vendor Type  
License # 293727  
CADIR

#### Bid Detail

Bid Format Electronic  
Submitted 05/26/2021 11:36 AM (PDT)  
Delivery Method  
Bid Responsive  
Bid Status Submitted  
Confirmation # 254373  
Ranking 0

#### Respondee Comment

VSS International, Inc. dba VSS Emultech Lic# 809868 DIR# 1000022566

#### Buyer Comment

#### Attachments

File Title	File Name	File Type
SIGNED - PUB CONTR CODE Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	SIGNED - PUB CONTR CODE Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Public Contract Code p III-14
SIGNED - NON DIS Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	SIGNED - NON DIS Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Non-Discrimination of Individuals with Disabilities p III-12
SIGNED - W9 Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	SIGNED - W9 Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	W-9 P III-16
SIGNED - PROPOSAL SIG Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	SIGNED - PROPOSAL SIG Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Proposal Signature Sheet p III-22
PDF - EOC Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	PDF - EOC Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Equal Opportunity Certification p III-11
SIGNED - INSURANCE REQUIREMENT Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	SIGNED - INSURANCE REQUIREMENT Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Insurance Requirement Acknowledgement p III-10
PDF - PROPOSAL Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	PDF - PROPOSAL Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Proposal pp III - 1&2
PDF - NON COL AFF Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	PDF - NON COL AFF Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Non-Collusion Affidavit p III-13
PDF - DEBARMENT Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	PDF - DEBARMENT Stanislaus Co CA 2021 Chip Seal Oil Project.pdf	Debarment and Suspension Certification p III-15

## Subcontractors

No Subcontractors

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$1,076,428.00		
1	1		Polymer Modified Rejuvenating Emulsion (PMRE)	TON	1756	\$613.00	\$1,076,428.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Section 1	\$1,076,428.00
Grand Total	\$1,076,428.00

**AGREEMENT FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and, a F.T.G. Construction Materials, Inc., ("Contractor") as of July 27, 2021.

**Recitals**

WHEREAS, the County has a need for aggregate rock chips at various stockpile locations in County.

WHEREAS, the Contractor is specially trained, experienced and competent to supply and deliver the aggregate rock chips; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

**1. Scope of Work**

1.1. The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A.

1.2. All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3. Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

**2. Consideration**

2.1. County shall pay Contractor as set forth in Exhibit A.

2.2. Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of

overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3. County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1. The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2. Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4. The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

4.1. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

4.2. Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### 6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement. Insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

#### 7. Defense and Indemnification

7.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3. Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

#### 8. Status of Contractor

8.1. All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no

authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2. At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3. Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5. It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6. It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7. Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8. As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

#### 9. Records and Audit

9.1. Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2. Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

#### 10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

#### 11. Nondiscrimination

11.1. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3. Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

## **12. Assignment**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

## **13. Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

## **14. Notice**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

**To County:**  
Collin Yerzy, Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

**To Contractor:**  
Anthony J. Alegre, President  
F.T.G. Construction Materials, Inc.  
5100 West Highway 12  
Lodi, CA 95242

## **15. Conflict**

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

## **16. Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **17. Amendment**

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**18. Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**19. Advice of Attorney**

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**20. Construction**

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

**21. Governing Law and Venue**

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

**22. Authorized Signature**


The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

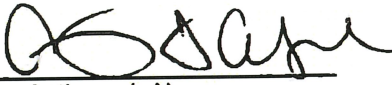
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

(SIGNATURES ON FOLLOWING PAGE)


**COUNTY OF STANISLAUS**

**F.T.G. CONSTRUCTION MATERIALS, INC.**

By:   
\_\_\_\_\_  
**David A. Leamon**  
Director of Public Works

By:   
\_\_\_\_\_  
**Anthony J. Alegre**  
President

**APPROVED AS TO FORM:**  
Thomas E. Boze, County Counsel

By:   
\_\_\_\_\_  
**Todd James**  
Deputy County Counsel

Digitally signed by Todd James  
Date: 2021.07.08  
10:14:54 -07'00'

## **EXHIBIT A**

### **SCOPE OF WORK**

The Contractor shall provide and deliver aggregate rock chip under this Agreement as follows:

As set forth in the Contractor's proposal and scope of work dated May 25, 2021, attached hereto as Exhibit A-1 and, by this reference, incorporated herein made a part hereof.

### **COMPENSATION**

The Contractor shall be compensated for the services provided under this Agreement as follows:

Contractor will be compensated on a lump sum basis for each task as set forth in the proposal and scope of work dated May 25, 2021, attached hereto as Exhibit A-1 and, by this reference, incorporated herein made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

Any filing fees, permit fees, or other fees paid or advanced by the Contractor.

Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed Five Hundred Thousand Two Hundred Fifty-Four and 50/100 Dollars (\$500,254.50), including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

**EXHIBIT A-1**

**Contractor's Proposal and Scope of Work  
dated May 25, 2021**



DEPARTMENT OF PUBLIC WORKS

1716 Morgan Road  
Modesto, CA 95358  
Phone: (209) 525-4130  
Fax: (209) 541-2505

**EXHIBIT A-1**

**REQUEST FOR QUOTE  
THIS IS NOT AN ORDER**

**2021 Chip Seal – Chip Aggregate**

Request for Quote Number: 2021-RFQ-210001	Return Quote Before: 1:00 P.M. on June 2, 2021
--	---

Return Quote To: Stanislaus County Public Works  
Attn: Steven Lay  
1716 Morgan Road  
Modesto, CA 95358

OR

Submit Bids electronically via PlanetBids at:  
<https://obaystem.planetbids.com/portal/14599>

Contact Information: Steven Lay  
E-mail Address: lays@stancounty.com  
Phone: 209-525-4174

Project Location: Various Locations within Stanislaus County. Chip pile delivery locations are shown on attached Chip Pile Locations map.

**IMPORTANT: Read the following Scope of Work, General Provisions, Plans, and County Insurance Requirements before rendering a quote.**

Item Number	Item Description	Unit Of Measure	Estimated Quantity	Unit Prices (In Figures)	Item Total (In Figures)
1	Chip Pile Location 1 (1/4" X #10 Rock)	TON	2,221	\$31.75	\$70,516.75
2	Chip Pile Location 2 (1/4" X #10 Rock)	TON	5,701	\$31.50	\$179,581.50
3	Chip Pile Location 3 (1/4" X #10 Rock)	TON	8,005	\$31.25	\$250,156.25
4					
5					
6					
7					
8					
9					
10					
<b>SUB-TOTAL:</b>					<b>\$500,254.50</b>
<b>TOTAL PROJECT COST:</b>					<b>\$500,254.50</b>

Payment discount 0 % for payment within \_\_\_\_\_ Calendar days.

F.O.B. COUNTY OF STANISLAUS: Vendor guarantees delivery within 1 days ARO (unless other)

\* QUOTE GOOD FOR 60 DAYS FROM THE DATE HEREOF

By submitting a quote, Vendor agrees to be bound by the County's "Standard Contract Conditions (Long Form)" and "Addendum To Agreement (Public Works of Improvement)", incorporated herein by reference, in the event the quote results in the issuance of a Purchase Order. These documents can be viewed at <http://www.stanescounty.com/purchasing/> and shall prevail over any terms and conditions submitted by the Vendor/Contractor.

**BONDING:**

1. Payment Bond Required: Yes \_\_\_\_\_ No X  
(California Civil Code 9550 (a) A direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond to and approve by the office or public entity by whom the contract was awarded.)
2. Performance Bond Required: Yes \_\_\_\_\_ No X  
(Public Contracting Code 20129 (b) states "The person to whom the contract is awarded shall execute a bond to be approved by the board for the faithful performance of the contract". The County may require that the contractor furnish a performance bond for any contract at any dollar amount if the County deems it necessary to secure fulfillment of the contractor's obligations under the contract.)
3. Attached are examples of Payment and Performance Bonds that are acceptable to the County.

**PREVAILING WAGE:**

**Certain types of work may require Prevailing Wage:**

Prevailing Wage Pursuant to Labor Code Section 1771, requires that certain work (i.e. public works projects of one thousand dollars (\$1,000) or more, etc.) is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate per diem wages applicable.

Under Section 1720 (a)(1) of the California Labor Code, As used in this chapter, "public works" means: (1) Construction, alteration, demolition, installation, or repair work done, under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. It is important that the billable hourly rates include prevailing wage requirements where appropriate.

Title 8, Section 16000, Chapter 8, Subchapter 3, Article 1 of the California Code of Regulations charged by the Department of Industrial Relations, includes maintenance as requiring prevailing wage and defines maintenance to include: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired; (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

Maintenance is defined as "public works" subject to prevailing wage.

"Projects are subject to payment of prevailing wages when paid for in whole or in part out of public funds. Public Funds includes state, local and/or federal monies."

NOTE: For Work that is subject to Section 1771 of the California Labor Code the following shall apply:

1. As of March 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Section 1725.5 of the Labor Code [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.
2. As of April 1, 2015, no contractor or subcontractor may be awarded any portion of this project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
3. As of January 1, 2016, all contractors (except those listed as Exemptions on the DIR website) must furnish electronic certified payroll records to the Labor Commissioner in DIR eCPR data system.
4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
5. Prevailing Wage Required: Yes \_\_\_ No X  
(\*Note to Staff: Prevailing Wage is required for Public Works projects of one thousand dollars (\$1,000) or more, etc. If Prevailing Wage is required, mark "Yes" above. If Prevailing Wage is not required, mark "No" above)
6. If Prevailing Wage is required the Contractor shall provide the following:
  - a. Registered with DIR? Yes X No \_\_\_
  - b. DIR Registration Number: 1000033532 Contractor State License No.: N/A
  - c. Email address: jamie@ftgmaterials.com
  - d. Is Prevailing Wage included in the quote: Yes \_\_\_ No X
  - e. Are you using subcontractor? Yes \_\_\_ No X
  - f. List subcontractor Names, License Numbers, and DIR Registration Numbers on a separate page.

#### Labor Code Compliance

Prevailing Wage Pursuant to Labor Code Section 1771, requires that certain work (i.e. public works projects of one thousand dollars (\$1,000) or more, etc.) is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. Copies of these prevailing wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Environmental Resources in accordance with Labor Code Section 1773.2 and are available to any interested party on request. The Contractor shall post a copy of these prevailing wage rates on the job site.

**Certified Payroll Records**


Pursuant to the provisions of Section 1776 of the Labor Code:

Contractor and each sub-contractor performing prevailing wage work shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work.

It shall be the responsibility of Contractor to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.

For all project awarded on or after April 1, 2015, all Contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

If Prevailing Wage is required, Contractor shall indicate on their quote that prevailing wage is included in the labor costs.

<b><u>QUOTING VENDOR INFORMATION:</u></b>	
<b>Legal Company Name:</b>	F.T.G. Construction Materials Inc
<b>Representative's Printed Name:</b>	Anthony J. Alegre
<b>Representatives Signature:</b> 	<b>Signature</b>
<b>Date:</b>	05/25/2021
<b>Title:</b>	President
<b>Vendor Phone Number ( 209 )</b>	334-2112
<b>Vendor Fax Number ( 209 )</b>	367-0572
<b>Address:</b>	5100 West Highway 12 Lodi, Ca 95242
<b>Mailing Address (if different from above):</b>	P.O. Box 1508 Lodi, Ca 95241

## **GENERAL CONDITIONS**

### **1. PREPARATION OF QUOTES:**

- A. All information requested of the vendor shall be entered in the appropriate space on all forms. Failure to do so may disqualify vendors quote. Please print or type all entries in black/blue ink.
- B. The time and/or date at or prior to which quotes will be accepted may be extended or reduced without notifying all vendors in advance, if it is in the best of the County of Stanislaus
- C. Quotes received after the time and/or date specified may be accepted at the discretion of the County Purchasing Division.
- D. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County
- E. Time of delivery may be a consideration in the award.
- F. Prices will be considered as net 30 if no cash discount is shown.
- G. All quotes shall be signed by an authorized party and title shall be clearly indicated.

### **2. SPECIFICATION COMPLIANCE:**

- A. Quotations must comply in all respects with specifications.
- B. If the vendor has indicated that the product offered does not comply in all respects with the specifications, the vendor is required to list in detail any and all deviations.

### **3. BRAND NAMES:**

- A. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided vendors offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality.
- C. When brand, number, or level of quality is not stated by the vendor, it is understood the offer is as exactly specified.
- D. If quoting on a manufacturer's product other than that specified, vendor must attach descriptive literature and specifications with the proposal.
- E. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the vendor.

### **4. SAMPLES:**

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Stanislaus.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at vendor's expense.

**5. AWARDS:**

A. The County of Stanislaus reserves the right: (1) to award quotes received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all quotes, or any part thereof; (3) to waived any informality in the quotes; and (4) to accept the quote that is in the best interest of the County and shall not necessarily be confined to price alone. The County's decision shall be final.

B. Cash discounts offered for payment in less than 20 days will not be considered as basis for award.

**6. SUBMISSION OF QUOTES DUE TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN:**

In submitting a quote to a public purchasing body, the vendor offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interests in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the vendor for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

**7. RIGHT TO AUDIT:**

The County of Stanislaus reserves the right to verify, by examinations vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**8. LIABILITIES:**

The vendor shall hold the County of Stanislaus, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this quote and agrees to defend, at its own expense any and all actions brought against the County of Stanislaus or themselves because of the unauthorized use of such articles.

**9. CASH DISCOUNTS:**

In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery and acceptance of the supplies or equipment as specified, or from date correct invoices are received, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the warrant or check.

**10. DEFAULT BY VENDOR:**

In case of default by the vendor, the County of Stanislaus may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Stanislaus. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County.

**11. EQUIPMENT:**

All equipment is to be new and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.

**12. MATERIAL SAFETY DATA SHEET:**

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material, also at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

**EXHIBIT A:**  
**SCOPE OF WORK / SPECIFICATIONS**  
**REQUEST FOR QUOTE**  
**2021 CHIP SEAL PROJECT**

**INTRODUCTION**

The Department of Public Works is requesting quotes for procuring and delivering 15,927 tons of 1/4-inch X #10 crushed aggregate chips to 3 predetermined sites in Stanislaus County as shown on the attached Chip Pile Locations Map.

**SCOPE OF WORK**

The price per ton for crushed aggregate chips includes all costs associated with delivery to chip pile locations, taxes, environmental fees and discounts. No additional charges for full or partial loads returned to point of origin, extra freight, demurrage, vendor equipment break down, etc., will be accepted or paid.

The contractor shall be responsible for all costs incurred from the damage and breakdown of contractor's equipment.

Materials shall be 100% crushed and washed angular aggregate with no rounded particles, volcanic basalt in origin, black or gray with uniform color – individually and collectively, meeting these requirements and applicable 2018 Caltrans Standard Specifications, Section 37-2 Chip Seals.

Aggregate must comply with the requirements shown in the following table:

**Chip Seal Aggregate Requirements**

Quality Characteristic	Test Method	Requirements
Aggregate Moisture Content (by dry weight)	ASTM D2216	4% Max
Los Angeles Rattler loss (max, %)		
At 100 revolutions	California Test 211	10
At 500 revolutions		40
Percent of crushed particles	AASHTO T 335	
Coarse aggregate (min, %)		
One-fractured face		95
Two-fractured faces		90
Fine aggregate (min, %)		
(Passing No. 4 sieve and retained on No. 8 sieve)		
One fractured face		70
Flat and elongated particles (max by weight at 3.1, %)	ASTM D4791	10
Film stripping (max, %)	California Test 302	25
Durability (min)	California Test 229	52
Gradation (% passing by weight)	California Test 202	Aggregate Gradation table shown
Cleaness value (min)	California Test 227	80

Aggregate acceptance is based on the County's sampling and testing for compliance with the requirements shown in this table:

**Chip Seal Aggregate Gradation Acceptable Criteria**

Quality characteristic	Test Method	Requirement
Gradation (% passing by weight)	Requirement	1/4" X #10
Sieve size:		--
3/4"		--
1/2"		100
3/8"		60-85
No. 4		0-12*
No. 8		0-3*
No. 16		0-3
No. 30		0-1*
No. 200		

\* Variation from Caltrans Standard Specifications.

Contractor shall deliver the quantities of crushed aggregate chips of to each chip pile location. Chip pile locations for 1/4-inch X #10 aggregate are as follows:

Chip Pile 1 (1/4-inch X #10) – Under Golden State Blvd Overpass next to First Street, Stanislaus County, California

Chip Pile 2 (1/4-inch X #10) –Northwest corner of the intersection of Kaiser Road and Faith Home Road, Stanislaus County, California

Chip Pile 3 (1/4-inch X #10) – 5625 Ciccarelli Road, Stanislaus County, California

Crushed aggregate chip deliveries will be staggered based on project needs and as determined by the Project Manager. The Project Manager will request deliveries 72 hours in advance on an as-needed basis. The County will not accept deliveries that were not requested by the Project Manager.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in loading, delivering, and stockpiling crushed aggregate chips, as specified in this Request for Quote shall be considered as included in the contract unit price paid for crushed aggregate chips, and no additional compensation will be allowed.

**WORK SCHEDULE**

Crushed Aggregate Chips deliveries will be accepted between the hours of 7:30 a.m. and 3:30 p.m., Monday through Thursday. Deliveries shall be scheduled a week in advance of chip seal project To schedule delivery, contractor is to contact Stanislaus County Road Supervisor, Jason McCormick at 209-499-3984. Start of delivery is anticipated for the first week of July.

**PURCHASE ORDER INFORMATION**

Contractor shall carefully review all Purchase Order terms and conditions attached to this Request for Quote.

**EXHIBIT B**  
**Insurance Requirements**

## EXHIBIT B

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### ***Application of Excess Liability Coverage***

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant’s officers, employees, agents, representatives or subcontractors. Consultant’s obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

\_\_\_\_\_ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Micki Schultz Date: 07/09/21

Signature:  Date: \_\_\_\_\_

Vendor Name: F.T.G. Construction Materials, Inc.

---

*For CEO-Risk Management Division use only*

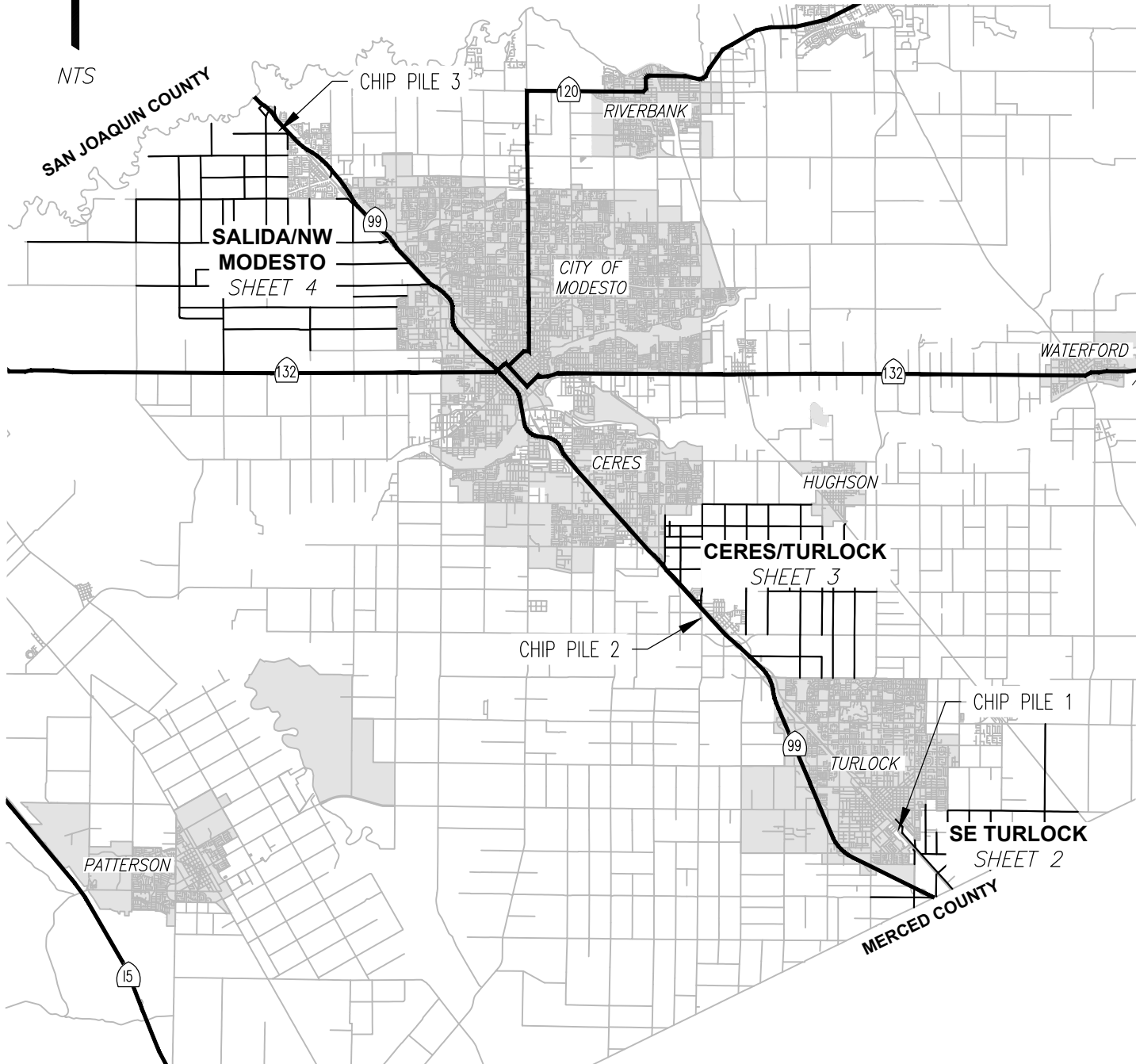
Exception: Not Applicable

Approved by CEO for Risk Management:  Date: 7/2/2021

Apr 30, 2021 - 10:56am  
 L:\ROADS\210001 - 2021 Chip Seal\DWG\Exhibits\2021 Chip Seal.dwg

**LEGEND**

-  STATE OR INTERNATIONAL ROUTE
-  2021 CHIP SEAL ROAD
-  LOCAL ROUTE



**Key Map**



**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

KEY MAP

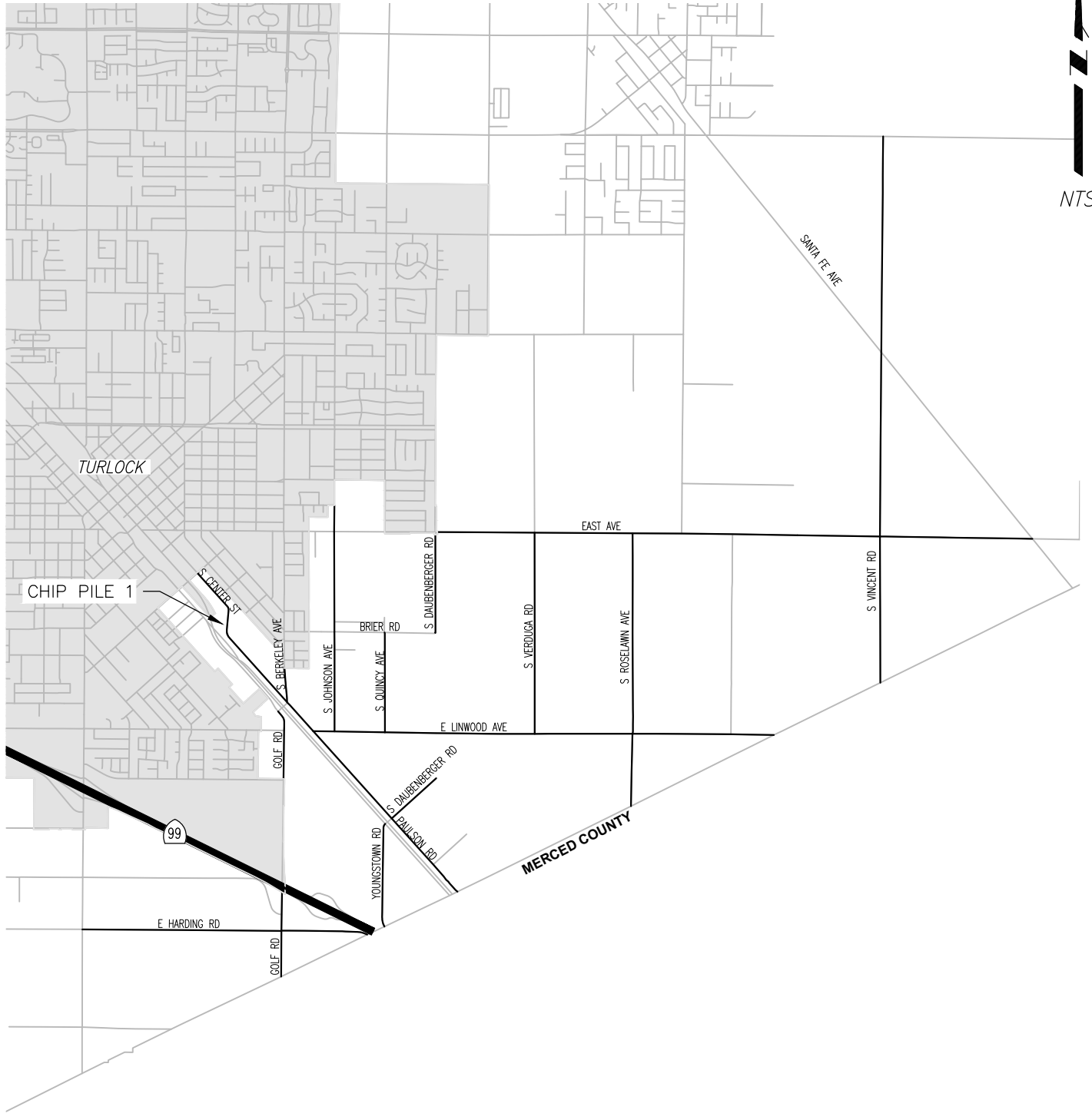
2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA



Know What's Below.  
 Call before you dig.

JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

SHEET NUMBER  
**1**  
 OF 6 SHEETS



### LEGEND

- STATE ROUTE
- LOCAL ROAD TO BE CHIP SEALED
- LOCAL ROUTE



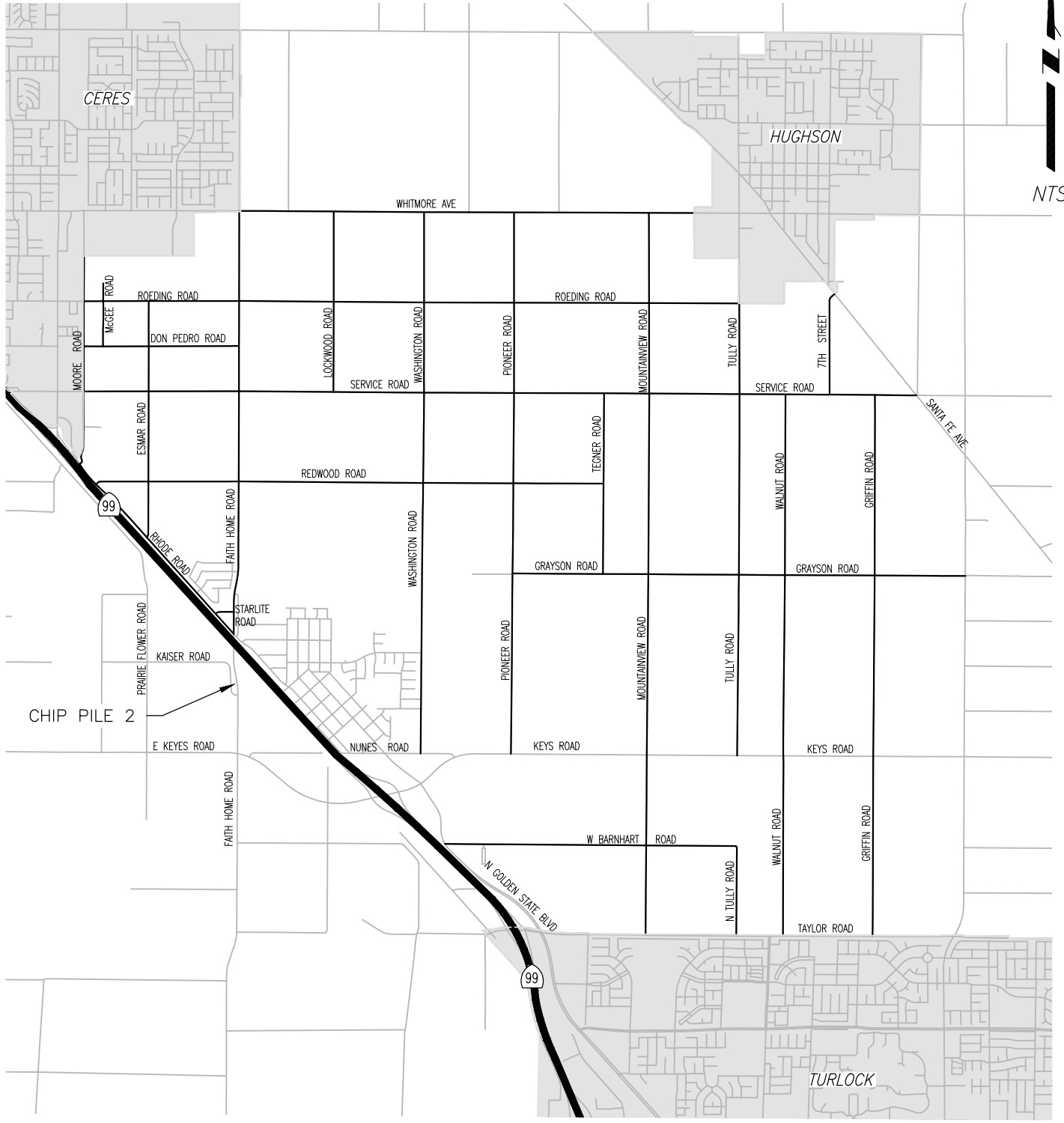
**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

SE TURLOCK  
 2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA


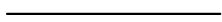



JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

SHEET NUMBER  
**2**  
 OF 6 SHEETS



### LEGEND

-  STATE ROUTE
-  LOCAL ROAD TO BE CHIP SEALED
-  LOCAL ROUTE



**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358




CERES - TURLOCK  
 2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA

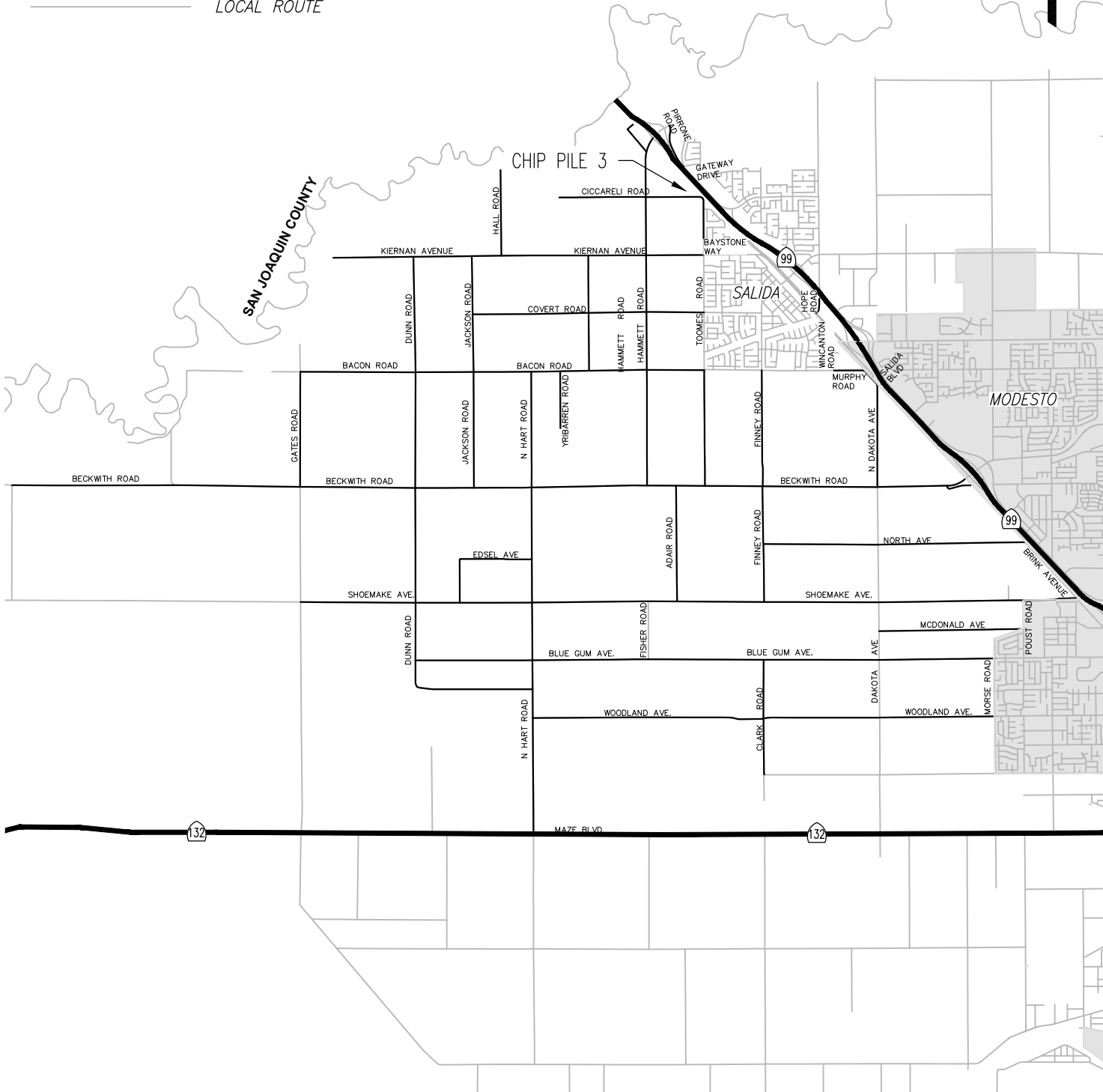


JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

SHEET NUMBER  
**3**  
 OF 6 SHEETS

# LEGEND

-  STATE ROUTE
-  LOCAL ROAD TO BE CHIP SEALED
-  LOCAL ROUTE



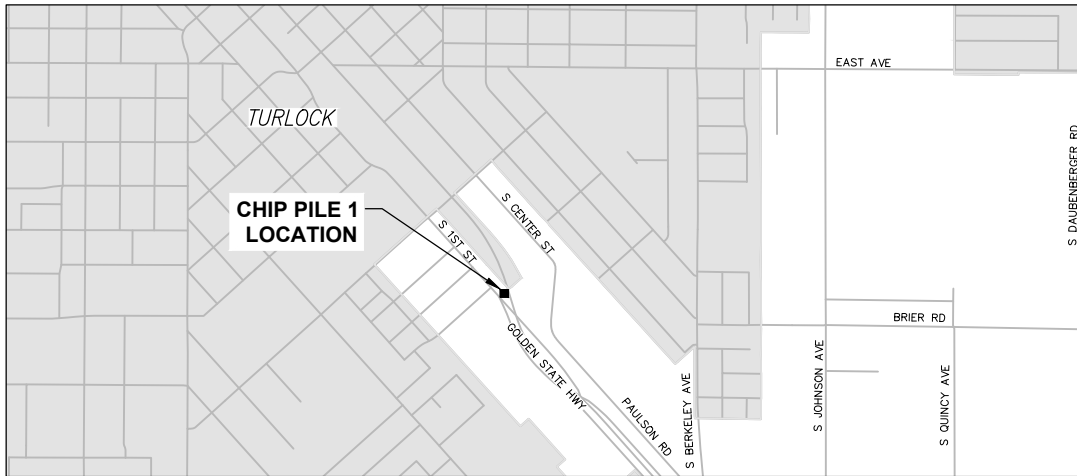
**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

SALIDA - NW MODESTO  
 2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA

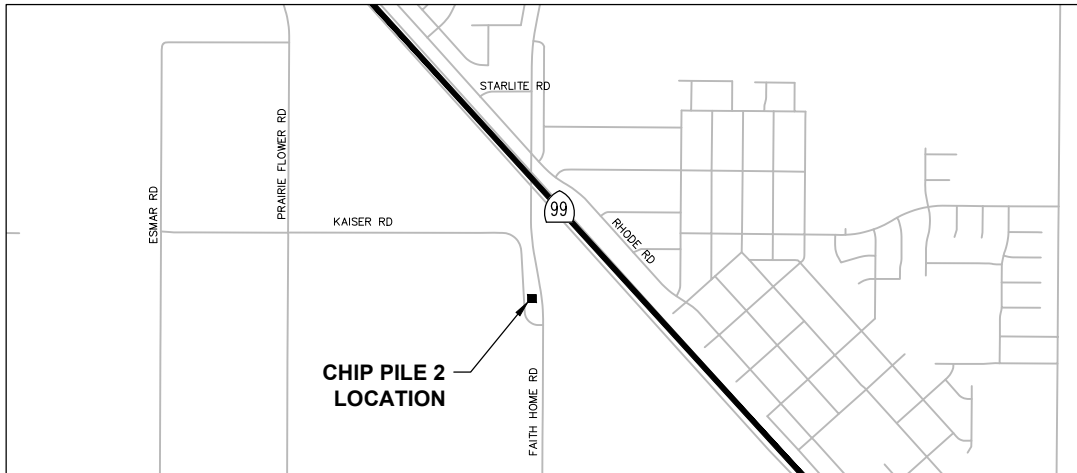


JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

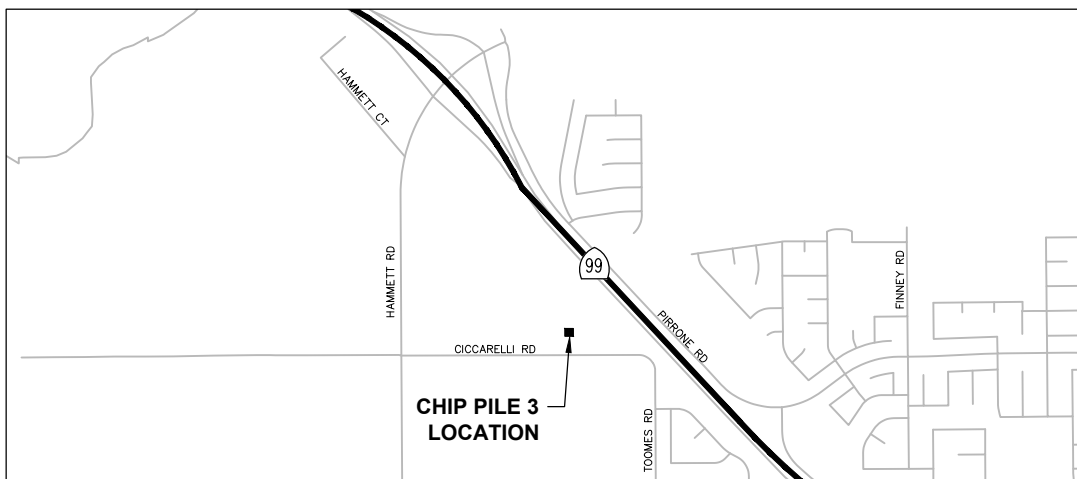
SHEET NUMBER  
**4**  
 OF 6 SHEETS



**CHIP PILE LOCATION 1**  
UNDER GOLDEN STATE BLVD OVERPASS, NEXT TO 1ST STREET  
 2,221 TONS OF 1/4" X #10 ROCK



**CHIP PILE LOCATION 2**  
NW CORNER OF KAISER RD AND FAITH HOME RD  
 5,701 TONS OF 1/4" X #10 ROCK



**CHIP PILE LOCATION 3**  
5625 CICCARELLI RD  
 8,005 TONS OF 1/4" X #10 ROCK



**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

CHIP PILE LOCATIONS

2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA



Know What's Below.  
 Call before you dig.

JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

SHEET NUMBER

5

OF 6 SHEETS

Chip Pile No.	Road Name	Limits	Road Length	Approx. Width (ft)	Approx. Sq.Yd.	Chip Size	Tons Rock	Tons Oil	
<b>SE Turlock</b>									
1	Harding Rd.	Lander to Merced Co.	7,587	20	17,425	1/4"X#10	122	18	
1	Golf Rd.	Merced Co. to Hwy 99	2,270	27	6,941	1/4"X#10	49	7	
1	Golf Rd.	E Glenwood to 1st St	1,873	25	5,050	1/4"X#10	35	5	
1	S Berkeley Ave.	Paulson to City Limits	887	22	2,201	1/4"X#10	15	2	
1	Paulson Rd.	S Center to End	9,717	27	28,588	1/4"X#10	200	30	
1	S Daubenberger Rd.	Paulson to End	1,543	14	2,485	1/4"X#10	17	3	
1	Youngstown Rd.	S Golden State to Merced Co.	2,800	18	6,232	1/4"X#10	44	6	
1	S Center St.	Paulson to F St	1,130	22	3,419	1/4"X#10	24	4	
1	Linwood Ave.	Paulson to Merced Co.	12,270	23	31,340	1/4"X#10	219	33	
1	S Johnson Ave.	Linwood to City Limits	6,000	22	14,890	1/4"X#10	104	16	
1	S Quincy Rd.	Linwood to Brier	2,630	17	5,015	1/4"X#10	35	5	
1	S Roselawn Ave.	East Ave to Merced Co.	7,230	22	16,737	1/4"X#10	117	17	
1	S Verduga Rd.	Linwood to East Ave	5,330	20	11,880	1/4"X#10	83	12	
1	S Vincent Rd.	Merced Co. to E Monte Vista	14,558	19	30,583	1/4"X#10	214	32	
1	S Daubenberger Rd.	East Ave to Brier	2,720	20	6,104	1/4"X#10	43	6	
1	East Ave.	Daubenberger to N Santa Fe	15,853	26	46,163	1/4"X#10	323	48	
			<b>17.9</b>	<b>Miles</b>			<b>1,645</b>	<b>245</b>	
							+35% Spoils	576	
<b>Chip Pile 1 - Under Golden State Blvd Overpass Next to First Street, Turlock</b>							<b>TOTALS</b>	<b>2,221</b>	<b>245</b>
<b>Ceres/Turlock</b>									
2	Roeding Rd	City of Ceres to City of Hughson	19,153	21	45,331	1/4"X#10	317	47	
2	McGee Ave	Don Pedro to end	1,847	22	4,403	1/4"X#10	31	5	
2	Don Pedro Rd	Moore to Faith Home	4,516	20	11,216	1/4"X#10	79	12	
2	Service Rd	Moore to Santa Fe	24,345	24	63,631	1/4"X#10	445	66	
2	Redwood Rd	Rohde to Tegner	14,852	19	30,671	1/4"X#10	215	32	
2	Faith Home Rd	Whitmore to Roeding	12,376	24	38,223	1/4"X#10	268	40	
2	Lockwood Rd	Whitmore to Service	5,240	24	13,889	1/4"X#10	97	14	
2	Washington Rd	Whitmore to Nunes	15,820	22	41,199	1/4"X#10	288	43	
2	Pioneer Rd	Keys to Whitmore	15,828	22	39,601	1/4"X#10	277	41	
2	Grayson Rd	Pioneer to Geer	13,226	18	27,694	1/4"X#10	194	29	
2	Mountain View Rd	Whitmore to Taylor	21,110	20	47,040	1/4"X#10	329	49	
2	Tully Rd	Roeding to Keyes	13,234	20	29,088	1/4"X#10	204	30	
2	7th St	Santa Fe to Service	2,984	20	7,108	1/4"X#10	50	7	
2	Griffin Rd	Service to Taylor	15,831	18	32,512	1/4"X#10	228	34	
2	Walnut Rd	Service to Taylor	15,811	19	34,785	1/4"X#10	243	36	
2	Tully Rd	Barnhart to Taylor	2,587	12	3,189	1/4"X#10	22	3	
2	Barnhart Rd	Tully to Golden State	8,504	17	16,052	1/4"X#10	112	17	
2	Tegner Rd	Service to Grayson	5,277	20	11,968	1/4"X#10	84	12	
2	Whitmore Ave	Faith Home to Hughson City	11,867	30	43,431	1/4"X#10	304	45	
2	Moore Rd	Rohde to Ceres City Limit	6,125	20	15,282	1/4"X#10	107	16	
2	Rohde Rd	Canal to Faith Home	6,721	32	26,515	1/4"X#10	186	28	
2	Esmar Rd	Rohde to Roeding	9,944	22	18,172	1/4"X#10	127	19	
2	Starlite Dr	Rohde to Faith Home	548	30	2,312	1/4"X#10	16	2	
			<b>46.2</b>	<b>Miles</b>			<b>4,223</b>	<b>628</b>	
							+35% Spoils	1,478	
<b>Chip Pile 2 - NW Corner of Kaiser Rd and Faith Home Rd</b>							<b>TOTALS</b>	<b>5,701</b>	<b>628</b>
<b>Salida/NW Modesto</b>									
3	Hammitt Rd	Hwy 99 to Beckwith	15,743	24	43,415	1/4"X#10	304	45	
3	Pirrone Rd	Hammitt to Gateway Dr.	2,176	36	8,820	1/4"X#10	62	9	
3	Ciccarelli Rd	Toomes to end	2,703	24	7,366	1/4"X#10	52	8	
3	Kiernan Ave.	Toomes to end	16,910	24	42,793	1/4"X#10	300	45	
3	Covert Road	Toomes to Jackson	10,594	22	24,516	1/4"X#10	172	26	
3	Bacon Rd	Toomes to Gates	18,495	20	42,877	1/4"X#10	300	45	
3	Adair Rd	Beckwith to Shoemake	5,276	22	13,831	1/4"X#10	97	14	
3	Finney Rd	Murphy to Shoemake	10,611	24	30,078	1/4"X#10	211	31	
3	Shoemake Ave	Brink to Gates	35,483	24	93,363	1/4"X#10	654	97	
3	Hart Rd	Maze to Bacon	21,102	24	56,352	1/4"X#10	394	59	
3	Yribarren Rd	Bacon to end	2,280	13	3,153	1/4"X#10	22	3	
3	Jackson Rd	Beckwith to Kiernan	10,584	23	27,577	1/4"X#10	193	29	
3	Dunn Rd	Kiernan to Shackelford	19,718	22	49,518	1/4"X#10	347	52	
3	Hall Rd	Kiernan to end	3,915	20	8,785	1/4"X#10	61	9	
3	Blue Gum Rd	Morse to Dunn	26,451	22	64,922	1/4"X#10	454	68	
3	Edsel Ave	Hart to Shoemake	5,263	18	10,864	1/4"X#10	76	11	
3	McDonald Rd	Dakota to Poust	6,553	22	15,692	1/4"X#10	110	16	
3	Toomes Rd	Ciccarelli to Baystone	1,733	32	6,581	1/4"X#10	46	7	
3	Toomes Rd	Bacon to Beckwith	5,278	22	13,380	1/4"X#10	94	14	
3	Beckwith Rd	Hwy 99 to end	43,776	24	120,257	1/4"X#10	842	125	
3	Beckwith Ct	Beckwith to end	1,161	38	5,785	1/4"X#10	40	6	
3	Murphy Road	Wincanton to Salida	1,861	24	5,581	1/4"X#10	39	6	
3	N Dakota Ave	Salida to Beckwith	5,080	24	13,685	1/4"X#10	96	14	
3	North Ave	Fenny to Brink	11,967	22	30,452	1/4"X#10	213	32	
3	Gates Rd	Bacon to Beckwith	5,264	22	13,470	1/4"X#10	94	14	
3	Shackelford Rd	Dunn to Hart	5,289	22	13,496	1/4"X#10	94	14	
3	Hammet Ct	Hammet to end	1,687	22	4,441	1/4"X#10	31	5	
3	Woodland Ave	Hart to Morse	21,137	21	50,716	1/4"X#10	355	53	
3	Williams Rd	Kiernan to Bacon	5,278	20	11,996	1/4"X#10	84	12	
3	Clark Rd	Bluegum to Kansas	5,256	20	11,581	1/4"X#10	81	12	
3	Hope Ln	Salida to end	601	18	1,717	1/4"X#10	12	2	
			<b>62.4</b>	<b>Miles</b>			<b>5,929</b>	<b>882</b>	
							+35% Spoils	2,075	
<b>Chip Pile 3 - 5625 Ciccarelli Rd</b>							<b>TOTALS</b>	<b>8,005</b>	<b>882</b>
<b>GRAND TOTAL</b>							<b>15,927</b>	<b>1,756</b>	



**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

QUANTITIES

2021 CHIP SEAL - MEASURE L  
 STANISLAUS COUNTY, CALIFORNIA



CALL 811  
 AT LEAST TWO DAYS  
 BEFORE YOU DIG  
 Know What's Below.  
 Call before you dig.

JOB NO. 210001  
 DATE 04/30/2021  
 DR BY SL/SG  
 CK BY SL/CY  
 HOZ. SCALE: N/A  
 VERT. SCALE: N/A

SHEET NUMBER

6  
 OF 6 SHEETS