

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

DEPT: Public Works

BOARD AGENDA:6.C.1  
AGENDA DATE: May 24, 2022

**SUBJECT:**

Approval to Adopt Plans and Specifications for the ADA Curb Ramps - Phase E Project and Award the Construction Contract to California Highway Construction Group, Inc.

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2022-0262**

On motion of Supervisor Grewal ..... Seconded by Supervisor B. Condit .....  
and approved by the following vote,  
Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow .....  
Noes: Supervisors: None .....  
Excused or Absent: Supervisors: None .....  
Abstaining: Supervisor: None .....

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

**MOTION:**

ATTEST: Elizabeth A. King  
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:6.C.1  
AGENDA DATE: May 24, 2022

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Adopt Plans and Specifications for the ADA Curb Ramps - Phase E Project and Award the Construction Contract to California Highway Construction Group, Inc.

**STAFF RECOMMENDATION:**

1. Approve the Plans and Specifications for the ADA Curb Ramps – Phase E Project.
2. Award a construction contract to California Highway Construction Group, Inc. for the ADA Curb Ramps – Phase E Project.
3. Authorize the Director of Public Works to execute a contract with California Highway Construction Group, Inc., in the amount of \$978,500, and to sign necessary documents.
4. Authorize the Director of Public Works to execute change orders, not to exceed 10%, in accordance with Public Contract Code Sections 20137 and 20142.
5. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

The Department of Public Works (DPW) proposes to replace 113 curb ramps in the unincorporated areas of Ceres, Turlock, Crows Landing, and Salida in Stanislaus County. The purpose of this project is to improve pedestrian accessibility in the area by reconstructing ramps to meet current Americans with Disabilities Act (ADA) standards. This project is also required as a result of the separate Urban Pavement Preservation – Phase E Project which will consist of applying multiple layers of pavement preservation treatments throughout residential neighborhoods in Ceres, Turlock, Crows Landing, and Salida. ADA requires curb ramps to be reconstructed, as necessary, to meet current standards when the adjacent roadway surface is altered, including the application of multiple layers of pavement preservation treatment.

In a separate Board Action scheduled for June 14, 2022, DPW proposes to enter into a Cost Sharing Agreement with the cities of Turlock and Ceres for project contract items to occur on city streets. The cities of Turlock and Ceres cost share is \$294,047.66 and \$230,858.42, respectively, which includes both contingency and construction engineering cost.

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 August 16, 2021, a Notice of Exemption was filed with the Stanislaus County Clerk-Recorder.

An invitation to bid was electronically posted to the PlanetBids website on March 7, 2022. On March 28, 2022, four bids were electronically received via PlanetBids and publicly read. The engineer's cost estimate for the project was \$998,000. A summary of the bids follows:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
California Highway Construction Group, Inc	\$ 978,500.00
FBD Vanguard Construction, Inc	\$1,097,043.00
United Pavement Maintenance, Inc	\$1,114,662.30
Dirt Dynasty, Inc	\$1,275,908.00

Public Works staff reviewed the bid proposal package from California Highway Construction Group, Inc. and determined it to be regular in all aspects and recommends awarding a contract in the amount of \$978,500.

Public Works anticipates construction to begin in June 2022 and to be completed in August 2022.

**POLICY ISSUE:**

Per County's policy, the Board of Supervisors' approval is needed for all contracts exceeding \$200,000.

**FISCAL IMPACT:**

Costs associated to assure delivery of this project are in the amount of \$1,223,125 as follows:

Contract:	\$978,500.00
Contingencies (10%)	\$ 97,850.00
Construction Engineering (15%)	\$146,775.00
(Includes Materials Testing and Construction Staking)	

The project is funded with Measure L – Local Streets and Roads. Funding is available in the Fiscal Year 2021-2022 Final Public Works Road and Bridge budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by improving pedestrian access to public facilities.

**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. Plans and Specifications - Available from Clerk
2. Construction Contract - California Highway Construction Group, Inc

AVAILABLE FROM THE CLERK  
PLANS & SPECIFICATIONS

## COUNTY OF STANISLAUS CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between **California Highway Construction Group, Inc.** whose place of business is located at **1647 Willow Pass Rd #150 Concord, CA 94520** (“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 \_\_\_\_\_ day of \_\_\_\_\_, 2022 awarded a construction contract in the amount of \$978,500.00 to Contractor for the following project.

### **ADA Curb Ramps – Phase E County Contract Number 210011**

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 **Sixty (60)** 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 **Nine Hundred Seventy-Eight Thousand Five Hundred Dollars \$978,500.00** 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:**

George Quinones  
California Highway Construction Group, Inc  
1647 Willow Pass Rd #150  
Concord, CA 94520

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


**COUNTY OF STANISLAUS**

**California Highway Construction Group,  
Inc.**

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

Lidia C. Digitally signed by Lidia  
C. Quinones  
Date: 2022.04.21  
14:25:31 -07'00'  
By: **Quinones** \_\_\_\_\_  
Lidia C. Quinones  
President

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

By:   
Todd James (Apr 22, 2022 13:00 PDT)  
\_\_\_\_\_  
Todd James  
Deputy County Counsel



## **DEPARTMENT OF PUBLIC WORKS**

**David A. Leamon, PE, MPA**  
**Public Works Director**

**Chris Brady, PE**  
**Deputy Director - Design/Survey/Fleet Maintenance**

**Frederic Clark, PE, LS**  
**Deputy Director - Development/Traffic**

**Collin Yerzy, PE, QSD/P**  
**Deputy Director - Construction Administration/Operations**

**Tracie Madison**  
**Senior Business and Finance Manager**

[www.stancounty.com/publicworks](http://www.stancounty.com/publicworks)

### **Prevailing Wage and Certified Payrolls**

A preliminary review of the general prevailing wage rates found that there have not been any changes since the advertisement of the project on March 7, 2022.

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records (Labor Code § 1776)" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.



MAIN OFFICE: 1716 MORGAN ROAD, MODESTO, CA 95358  
PHONE: 209.525.4130  
DEVELOPMENT SERVICES: 1010 10<sup>TH</sup> STREET, SUITE 4204, MODESTO, CA 95354  
**STANCOUNTY.COM**



**Exhibit A**

## Bid Results

### Bidder Details

**Vendor Name** California Highway Construction Group, Inc.  
**Address** 1647 WILLOW PASS RD #150  
CONCORD, California 94520  
United States  
**Respondee** Lidia C. Quinones  
**Respondee Title** President  
**Phone** 925-766-7014  
**Email** CHC\_GROUP@AOL.COM  
**Vendor Type** CADIR  
**License #**

### Bid Detail

**Bid Format** Electronic  
**Submitted** 03/28/2022 1:31 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 285423

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
CHCG PROPOSAL SIGNATURE SHEET.pdf	CHCG PROPOSAL SIGNATURE SHEET.pdf	Specifications
CHCG W-9.pdf	CHCG W-9.pdf	Plans
CHCG DEBARMENT AND SUSPENSION CERTIFICATION.pdf	CHCG DEBARMENT AND SUSPENSION CERTIFICATION.pdf	Proposal Signature Sheet
CHCG PUBLIC CONTRACT CODE.pdf	CHCG PUBLIC CONTRACT CODE.pdf	W-9 Form
CHCG NON-COLLUSION AFFIDAVIT.pdf	CHCG NON-COLLUSION AFFIDAVIT.pdf	Debarment and Suspension Certification
CHCG NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES.pdf	CHCG NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES.pdf	Public Contract Code
CHCG EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION SUBCONTRACTOR.pdf	CHCG EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION SUBCONTRACTOR.pdf	Non-Collusion Affidavit
CHCG EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION PRIME CONTRACTOR (BIDDERS).pdf	CHCG EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION PRIME CONTRACTOR (BIDDERS).pdf	Non-Discrimination of Individuals with Disabilities
CHCG Insurance Requirements acknowledgement_.pdf	CHCG Insurance Requirements acknowledgement_.pdf	Equal Employment Opportunity Certification - Subcontractor
CHCG PART III - PROPOSAL III-1.pdf	CHCG PART III - PROPOSAL III-1.pdf	Equal Employment Opportunity Certification - Bidder
		Insurance Requirements Acknowledgement
		Part III-Proposal, Sheet III-1



## Subcontractors

No Subcontractors

# Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Base Bid</b>							<b>\$978,500.00</b>		
1	1		WATER POLLUTION CONTROL	LS	1	\$2,000.00	\$2,000.00	Yes	
2	2		MOBILIZATION	LS	1	\$75,039.00	\$75,039.00	Yes	
3	3		TEMPORARY TRAFFIC CONTROL	LS	1	\$23,750.00	\$23,750.00	Yes	
4	4		CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00	Yes	
5	5		RELOCATE ROADSIDE SIGNS	EA	7	\$225.00	\$1,575.00	Yes	
6	6		REMOVE FENCE	LF	50	\$30.00	\$1,500.00	Yes	
7	7		REMOVE CURB RAMP, CURB & GUTTER, VALLEY GUTTER AND SIDEWALK	LS	1	\$159,000.00	\$159,000.00	Yes	
8	8		SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE	SF	10568	\$2.50	\$26,420.00	Yes	
9	9		ADJUST UTILITY COVER TO FINISH GRADE	EA	9	\$450.00	\$4,050.00	Yes	
10	10		CONCRETE SIDEWALK	SF	10248	\$10.00	\$102,480.00	Yes	
11	11		CONCRETE CURB AND GUTTER (F)	LF	3358	\$48.50	\$162,863.00	Yes	
12	12		CONCRETE VERTICAL CURB (F)	LF	722	\$15.00	\$10,830.00	Yes	
13	13		CONCRETE VALLEY GUTER (F)	LF	4167	\$21.00	\$87,507.00	Yes	As per our discussion with Public Works ( Jennifer) our unit price is per Plans and specs ( UOM is SQFT)
14	14		ADA CURB RAMP (F)	SF	9255	\$17.00	\$157,335.00	Yes	
15	15		ADA CURB RAMP IMPROVEMENTS (TRUNCATED DOMES RETROFIT) (F)	SF	150	\$42.00	\$6,300.00	Yes	
16	16		HOT MIX ASPHALT (TYPE A)	TONS	265	\$325.00	\$86,125.00	Yes	
17	17		REPLACE ROADSIDE SIGNS	EA	3	\$350.00	\$1,050.00	Yes	
18	18		WOOD FENCE	LF	20	\$100.00	\$2,000.00	Yes	
19	19		CHAIN LINK FENCE	LF	60	\$100.00	\$6,000.00	Yes	
20	20		CONSTRUCTION FUNDING SIGNS	EA	8	\$500.00	\$4,000.00	Yes	
21	21		AS-BUILT DRAWINGS	EA	1	\$2,000.00	\$2,000.00	Yes	
22	22		LEAD COMPLIANCE PLAN	LS	1	\$1,900.00	\$1,900.00	Yes	
23	1		WATER POLLUTION CONTROL	LS	1	\$500.00	\$500.00	Yes	
24	2		MOBILIZATION	LS	1	\$2,000.00	\$2,000.00	Yes	
25	3		TEMPORARY TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	Yes	
26	4		CLEARING AND GRUBBING	LS	1	\$2,000.00	\$2,000.00	Yes	
27	5		REMOVE CURB RAMP, CURB & GUTTER, VALLEY GUTTER AND SIDEWALK	LS	1	\$7,580.00	\$7,580.00	Yes	
28	6		SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE	SF	381	\$5.00	\$1,905.00	Yes	
29	7		CONCRETE SIDEWALK	SF	970	\$11.00	\$10,670.00	Yes	
30	8		CONCRETE CURB AND GUTTER (F)	LF	155	\$55.00	\$8,525.00	Yes	
31	9		ADA CURB RAMP (F)	SF	222	\$18.00	\$3,996.00	Yes	
32	10		ADA CURB RAMP IMPROVEMENTS (TRUNCATED DOMES RETROFIT) (F)	SF	15	\$40.00	\$600.00	Yes	
33	11		HOT MIX ASPHALT (TYPE A)	TONS	9	\$750.00	\$6,750.00	Yes	
34	12		CONSTRUCTION FUNDING SIGNS (SISK ROAD)	EA	5	\$350.00	\$1,750.00	Yes	
35	13		AS-BUILT DRAWINGS	LS	1	\$500.00	\$500.00	Yes	
36	14		LEAD COMPLIANCE PLAN	LS	1	\$500.00	\$500.00	Yes	



## Line Item Subtotals

Section Title	Line Total
<b>Base Bid</b>	<b>\$978,500.00</b>
<b>Grand Total</b>	<b>\$978,500.00</b>

## EXHIBIT B

### Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, 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 Contractor, his agents, representatives, employees, or subcontractors.

#### 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 \$3,000,000 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:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits 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 Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk/Course of Construction** (not required for Road Maintenance Projects) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor 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 contractor. 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:** Contractors 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 Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor'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 Contractor's insurance coverage shall be 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 Contractor's insurance and shall not contribute with it.

**Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

**Reporting**

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

**Notice of Cancellation**

Each insurance policy required above shall provide 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**

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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 coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Verification of Coverage**

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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 Contractor'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***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***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 circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and 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 Contractor to procure and maintain a policy of insurance.

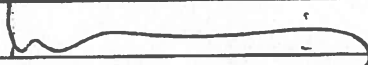
[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ 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: Lidia C. Quinones Date: 04/21/2022

Signature:  Date: 04/21/2022

Vendor Name: California Highway Construction Group, Inc.

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*For CEO-Risk Management Division use only*

Exception: N/A

Approved by CEO-Risk Management Division:  Date: \_\_\_\_\_

## GUARANTEE

TO: The County of Stanislaus ("County"), for the ADA Curb Ramps – Phase E Contract No. 210011.

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

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

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

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

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

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

(SIGNATURE ON NEXT PAGE)

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

Date: 04/21/2022

**California Highway Construction Group, Inc.**

By:   
Signature

**Lidia C. Quinones**  
Print Name

**President**  
Title

**837 Arnold Dr., Suite 200**  
Street Address

**Martinez, CA 94553**  
City, State, Zip code

**END OF GUARANTEE**



## **LABOR LAW REQUIREMENTS AND CERTIFICATION**

**for  
ADA Curb Ramps – Phase E  
County Contract No. 210011**

The Federal and State labor law requirements and County labor compliance requirements applicable to this contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;

- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.
- (15) The acknowledgement that this project is subject to monitoring and enforcement by the California Department of Industrial Relations.
- (16) The requirement to post at each job site applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg. §16451(d).

**CERTIFICATION:**

I acknowledge that I have been informed and am aware of the foregoing requirements.

California Highway Construction Group, Inc.

Contractor

By: \_\_\_\_\_

Signature

**Lidia C. Quinones**

Print Name

**President**

Title

Date: 04/21/2022