

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

DEPT: Public Works *W. H. H. H.*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE April 23, 2013

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase E Project, Federal Project No. STPL-5938(204) to George Reed Construction, Modesto, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$1,433,688.10 to George Reed Construction of Modesto, California, for the construction of the RSTP Road Resurfacing Program Phase E Project, Federal Project No. STPL-5938(204), subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with George Reed Construction, for \$1,433,688.10 and sign necessary documents.
3. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142. (continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,535,951, (\$1,433,688 contract; \$24,700 which includes: quality assurance and materials testing; and \$77,563 for contingencies). This project is 100% funded by Federal RSTP funds with Toll Credits.

BOARD ACTION AS FOLLOWS:

No. 2013-172

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withdraw, Monteith, De Martini 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:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase E Project, Federal Project No. STPL-5938(204) to George Reed Construction, Modesto, California

**STAFF RECOMMENDATIONS (continued):**

4. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
5. Authorize the Construction Manager to issue a Notice to Proceed, contingent upon receipt of proper insurance and bonds.

**DISCUSSION:**

The RSTP Road Resurfacing Program provided funding for Phase A (completed 2009), Phase B (completed 2010), Phase C (completed 2011), and Phase D (completed 2012), overlay projects. A total of 85.45 miles of roadway was resurfaced with the Phase A, Phase B, Phase C, and Phase D projects.

The RSTP Road Resurfacing Program Phase E project will consist of placing asphalt-concrete overlay onto 8.20 miles of road surface creating a smooth, durable, water resistant pavement surface. New striping will be applied on the centerline and edge lines as well as various pavement markings. Shoulder backing will be placed to stabilize the shoulders.

The Department of Public Works recommends that the Board approve Additive Alternates 1 and 2 because there is sufficient funding available.

The following roads are included in the RSTP Road Resurfacing Program Phase E project:

**Base Bid:**

1. Sycamore Avenue (Fruit Avenue to Eucalyptus Avenue) - 1.5 mi.
2. Sycamore Avenue (Fig Avenue to Marshall Road) - 2.6 mi.
3. Hills Ferry Road (West Main Street to Merced City Limits) - 2.2 mi.
4. Fruit Avenue (Vineyard Avenue to Sycamore Avenue) - 0.2 mi.

**Additive Alternate 1:**

5. Condit Avenue (Cox Road to Vineyard Avenue) - 0.9 mi.

**Additive Alternate 2:**

6. Vineyard Avenue (Condit Avenue to Fruit Avenue) - 0.8 mi.

National Environmental Policy Act (NEPA) clearance was given on May 24, 2012. The project is a Categorical Exclusion under 23 CFR 771.117 activity (d)(1).

This project is exempt from the California Environmental Quality Act (CEQA), Class 1, California Code of Regulations, Title 14, §15301 (Existing Facilities). On October 23, 2012, Stanislaus County filed the (CEQA) Categorical Exemption determination for the project.

Approval to Award the Construction Contract for the Regional Surface Transportation Program (RSTP) Road Resurfacing Program Phase E Project, Federal Project No. STPL-5938(204) to George Reed Construction, Modesto, California

On January 15, 2013, the Board of Supervisors approved and adopted the plans and specifications for the RSTP Road Resurfacing Program Phase E Project, Federal Project No. STPL-5938(204) and directed the Public Works Staff to publish and mail the notice inviting bids.

On March 6, 2013, six sealed bids were received, publicly opened, and read. A summary of the bids follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ADDITIVE ALTERNATE 1</u>	<u>ADDITIVE ALTERNATE 2</u>
George Reed, Inc.	\$1,112,470.30	\$159,222.15	\$161,995.65
Granite Construction Co.	\$1,143,576.00	\$142,932.00	\$142,291.00
Knife River Construction	\$1,181,153.30	\$184,547.15	\$180,004.15
Teichert Construction	\$1,223,239.30	\$179,218.20	\$177,317.00
DeSilva Gates Construction	\$1,262,613.00	\$201,970.00	\$198,030.00
Martin Brothers Construction	\$1,394,724.50	\$209,943.65	\$205,152.45

The engineer's estimate for the budget of the project is \$1,342,931. The award of the contract is to the lowest Base Bid price without consideration of the bid prices on either Additive Alternates 1 and 2.

After reviewing the bids, Public Works Staff decided to include Additive Alternate 1 and Additive Alternate 2 with the contract. The Base Bid and Additive Alternates 1 and 2 provided by George Reed Construction are \$1,433,688.10.

The project is tentatively scheduled to begin construction in May 2013.

**POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by resurfacing deteriorated roadways in the County with asphalt concrete overlay. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

NW:sn

L:\ROADS\9297 - RSTP E\Design\BOS4-23-13 BOS item\_RSTP E-Award Const Cntrct\_for NWilliams

ATTENTION: AVAILABLE FROM THE COUNTY

## **COUNTY OF STANISLAUS AGREEMENT**

THIS AGREEMENT, by and between GEORGE REED, INC., whose place of business is located at 140 Empire Avenue, Modesto, California ("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. 2013-172 adopted on the 23rd day of April, 2013 awarded to Contractor the following Contract:

**Contract No. 9297  
RSTP Road Resurfacing Program Phase E  
Federal Aid Project No. STPL-5938(204)**

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 Public Works staff designed the Project and furnished the Plans and Specifications. Public Works shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

### **Article 3. Contract Time and Liquidated Damages**

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Thirty (30) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports,

studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award  
Agreement  
Notice to Proceed  
Construction Performance Bond  
Construction Labor and Material Payment Bond  
Special Conditions  
Addenda  
Special Provisions  
Drawings  
Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

#### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless

of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal



delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Linda Allsop, Contracts Administrator  
Stanislaus County Public Works, 1716 Morgan Road, Modesto, CA 95358


If to Contractor:

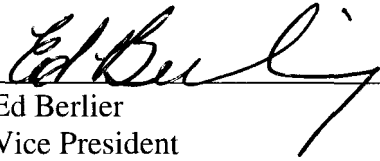
Naiome Grissom, Contracts Administrator  
George Reed, Inc., 140 Empire Avenue, Modesto, CA 95354

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

**COUNTY OF STANISLAUS**

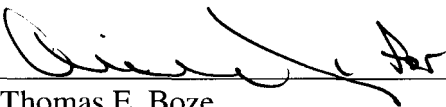
**GEORGE REED, INC.**

By:   
Matt Machado, Director  
Public Works Department

By:   
Ed Berlier  
Vice President

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

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

By:   
Thomas E. Boze  
Deputy County Counsel

**END OF AGREEMENT**


**CONTRACTOR'S BID SHEET**  
**RSTP Road Resurfacing Program Phase E**  
**Federal Aid Project No. STPL-5938(204)**

**Base Bid (Sycamore Avenue 2 locations, Hills Ferry Road and Fruit Avenue)**

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization (SP-06)	1	LS	108,000.00	108,000.00
2	Water Pollution Control (WPC),(SP-02)	1	LS	3,000.00	3,000.00
3	Lead Compliance Plan (SP-27)	1	LS	2,500.00	2,500.00
4	Traffic Control (SP-07)	1	LS	89,150.00	89,150.00
5	Portable Changeable Message Sign (SP-26)	8	EA	1,500.00	12,000.00
6	Cold Plane Asphalt Concrete Pavement (SP-14)	490	SY	51.50	25,235.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	10,640*	TONS	73.50	782,040.00
8	Aggregate Base (Shoulder Backing) (SP-29)	11,924*	TONS	1.00	11,924.00
9	Thermoplastic Striping Det.6 (SP-21)	19,582	LF	0.25	4,895.50
10	Thermoplastic Striping Det.19 (SP-21)	10,088	LF	1.15	11,601.20
11	Thermoplastic Striping Det.22 (SP-21)	3,180	LF	1.25	3,975.00
12	Thermoplastic Striping Det.27B (SP-21)	67,406	LF	0.60	40,443.60
13	Thermoplastic Striping Det. 29 (SP-21)	532	LF	2.50	1,330.00
14	Thermoplastic Striping Det.38 (SP-21)	100	LF	2.00	200.00
15	Thermoplastic Pavement Markings (SP-21)	144	SF	9.00	1,296.00
16	Survey Monument Preservations (SP-18)	12	EA	1,240.00	14,880.00
<b>TOTAL BID</b>					<b>1,112,470.30</b>

\* Addendum No.3

(SIGNED)

  
 ED BERLIER, VICE PRESIDENT

Date: MARCH 4, 2013

## ALTERNATE ADDITIVE 1 (Condit Avenue: Cox Rd. to Vineyard Ave.)


Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	14,700.00	14,700.00
2	Water Pollution Control (WPC),(SP02)	1	LS	100.00	100.00
3	Lead Compliance Plan (SP-27)	1	LS	100.00	100.00
4	Traffic Control (SP-07)	1	LS	18,500.00	18,500.00
5	Portable Changeable Message Signs (SP-26)	2	EA	1,500.00	3,000.00
6	Cold Plane Asphalt Concrete Pavement(SP-14)	104	SY	16.00	1,664.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	1,488	TONS	73.50	109,368.00
8	Aggregate Base (Shoulder Backing) (SP-29)	1,683	TONS	1.00	1,683.00
9	Thermoplastic Striping Det. 6 (SP-21)	3,658	LF	0.25	914.50
10	Thermoplastic Striping Det. 19 (SP-21)	1,036	LF	1.15	1,191.40
11	Thermoplastic Striping Det. 22 (SP-21)	141	LF	1.25	176.25
12	Thermoplastic Striping Det. 27B (SP-21)	9,670	LF	0.60	5,802.00
13	Thermoplastic Pavement Markings (SP-21)	87	SF	9.00	783.00
14	Survey Monument Preservation (SP-18)	1	EA	1,240.00	1,240.00
TOTAL ALTERNATE ADDITIVE 1 BID					159,222.15

## ALTERNATE ADDITIVE 2\* (Vineyard Ave: From Condit Ave. to Fruit Ave.)

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	14,700.00	14,700.00
2	Water Pollution Control (WPC), (SP-02)	1	LS	100.00	100.00
3	Traffic Control (SP-07)	1	LS	18,500.00	18,500.00
4	Lead Compliance Plan (SP-27)	1	LS	100.00	100.00

5	Cold Plane Asphalt Concrete Pavement(SP-14)	98	SY	16.00	1,568.00
6	Portable Changeable Message Sign (SP-26)	2	EA	1,500.00	3,000.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	1,477	TONS	73.50	108,559.50
8	Aggregate Base (Shoulder Backing) (SP-29)	1,466	TONS	1.00	1,466.00
9	Thermoplastic Striping Det. 6 (SP-21)	1,550	LF	0.25	387.50
10	Thermoplastic Striping Det. 19 (SP-21)	1,952	LF	1.15	2,244.80
11	Thermoplastic Striping Det. 22 (SP-21)	457	LF	1.25	571.25
12	Thermoplastic Striping Det. 27B (SP-21)	8,426	LF	0.60	5,055.60
13	Thermoplastic Pavement Markings (SP-21)	87	SF	9.00	783.00
14	Survey Monument Preservation (SP-18)	4	EA	1,240.00	4,960.00
TOTAL ALTERNATE ADDITIVE 2* BID					16,995.65

\* Addendum No.3

(SIGNED)  Date: MARCH 4, 2013  
 ED-BERLIER, VICE PRESIDENT

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

---

**PART III - PROPOSAL**

---

**STANISLAUS COUNTY BOARD OF SUPERVISORS**

**FOR THE CONSTRUCTION OF**

**RSTP Road Resurfacing Program Phase E,  
Federal Aid Project No. STPL-5938(204)**

**NAME OF BIDDER:** GEORGE REED, INC.

**BUSINESS P.O. BOX:** P. O. BOX 4760

**CITY, STATE, ZIP:** MODESTO, CA 95352

**BUSINESS STREET ADDRESS:** 140 EMPIRE AVENUE  
(Please include even if P.O. Box used)

**CITY, STATE, ZIP:** MODESTO, CA 95354

**TELEPHONE NO:** ( 209 ) 523-0734  
Area Code

**FAX NO:** ( 209 ) 523-4313  
Area Code

**CONTRACTOR LICENSE NO.:** 211337

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The specification and project plans for the work to be done were adopted January 15, 2013, and are entitled:

**RSTP Road Resurfacing Program Phase E,  
Federal Aid Project No. STPL-5938(204)**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) **Decimal Errors.** If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CONTRACTOR'S BID SHEET**  
**RSTP Road Resurfacing Program Phase E**  
**Federal Aid Project No. STPL-5938(204)**

**Base Bid (Sycamore Avenue 2 locations, Hills Ferry Road and Fruit Avenue)**

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization (SP-06)	1	LS	108,000.00	108,000.00
2	Water Pollution Control (WPC),(SP-02)	1	LS	3,000.00	3,000.00
3	Lead Compliance Plan (SP-27)	1	LS	2,500.00	2,500.00
4	Traffic Control (SP-07)	1	LS	89,150.00	89,150.00
5	Portable Changeable Message Sign (SP-26)	8	EA	1,500.00	12,000.00
6	Cold Plane Asphalt Concrete Pavement (SP-14)	490	SY	51.50	25,235.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	10,640*	TONS	73.50	782,040.00
8	Aggregate Base (Shoulder Backing) (SP-29)	11,924*	TONS	1.00	11,924.00
9	Thermoplastic Striping Det.6 (SP-21)	19,582	LF	0.25	4,895.50
10	Thermoplastic Striping Det.19 (SP-21)	10,088	LF	1.15	11,601.20
11	Thermoplastic Striping Det.22 (SP-21)	3,180	LF	1.25	3,975.00
12	Thermoplastic Striping Det.27B (SP-21)	67,406	LF	0.60	40,443.60
13	Thermoplastic Striping Det. 29 (SP-21)	532	LF	2.50	1,330.00
14	Thermoplastic Striping Det.38 (SP-21)	100	LF	2.00	200.00
15	Thermoplastic Pavement Markings (SP-21)	144	SF	9.00	1,296.00
16	Survey Monument Preservations (SP-18)	12	EA	1,240.00	14,880.00
<b>TOTAL BID</b>					<b>1,112,470.30</b>

\* Addendum No.3

(SIGNED)

  
 ED BERLIER, VICE PRESIDENT

Date: MARCH 4, 2013



## ALTERNATE ADDITIVE 1 (Condit Avenue: Cox Rd. to Vineyard Ave.)


Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	14,700.00	14,700.00
2	Water Pollution Control (WPC),(SP02)	1	LS	100.00	100.00
3	Lead Compliance Plan (SP-27)	1	LS	100.00	100.00
4	Traffic Control (SP-07)	1	LS	18,500.00	18,500.00
5	Portable Changeable Message Signs (SP-26)	2	EA	1,500.00	3,000.00
6	Cold Plane Asphalt Concrete Pavement(SP-14)	104	SY	16.00	1,664.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	1,488	TONS	73.50	109,368.00
8	Aggregate Base (Shoulder Backing) (SP-29)	1,683	TONS	1.00	1,683.00
9	Thermoplastic Striping Det. 6 (SP-21)	3,658	LF	0.25	914.50
10	Thermoplastic Striping Det. 19 (SP-21)	1,036	LF	1.15	1,191.40
11	Thermoplastic Striping Det. 22 (SP-21)	141	LF	1.25	176.25
12	Thermoplastic Striping Det. 27B (SP-21)	9,670	LF	0.60	5,802.00
13	Thermoplastic Pavement Markings (SP-21)	87	SF	9.00	783.00
14	Survey Monument Preservation (SP-18)	1	EA	1,240.00	1,240.00
TOTAL ALTERNATE ADDITIVE 1 BID					159,222.15

## ALTERNATE ADDITIVE 2\* (Vineyard Ave: From Condit Ave. to Fruit Ave.)

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	14,700.00	14,700.00
2	Water Pollution Control (WPC), (SP-02)	1	LS	100.00	100.00
3	Traffic Control (SP-07)	1	LS	18,500.00	18,500.00
4	Lead Compliance Plan (SP-27)	1	LS	100.00	100.00

5	Cold Plane Asphalt Concrete Pavement(SP-14)	98	SY	16.00	1,568.00
6	Portable Changeable Message Sign (SP-26)	2	EA	1,500.00	3,000.00
7	Hot Mix AC (0.15') 'Type A' Dense Graded (SP-17)	1,477	TONS	73.50	108,559.50
8	Aggregate Base (Shoulder Backing) (SP-29)	1,466	TONS	1.00	1,466.00
9	Thermoplastic Striping Det. 6 (SP-21)	1,550	LF	0.25	387.50
10	Thermoplastic Striping Det. 19 (SP-21)	1,952	LF	1.15	2,244.80
11	Thermoplastic Striping Det. 22 (SP-21)	457	LF	1.25	571.25
12	Thermoplastic Striping Det. 27B (SP-21)	8,426	LF	0.60	5,055.60
13	Thermoplastic Pavement Markings (SP-21)	87	SF	9.00	783.00
14	Survey Monument Preservation (SP-18)	4	EA	1,240.00	4,960.00
<b>TOTAL ALTERNATE ADDITIVE 2* BID</b>					<b>161,995.65</b>

\* Addendum No.3

(SIGNED)  Date: MARCH 4, 2013  
 ED BERLIER, VICE PRESIDENT

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**OFFICIAL BID RESULTS  
FOR  
RSTP ROAD RESURFACING PROGRAM PHASE E  
FEDERAL-AID PROJECT NO. STPL-5938 (204)**

**Bid Opening: March 6, 2013  
Engineer's Estimate: \$1,342,931.00**

#	Contractor	Address	Bid Amount	
<b>APPARENT LOW BIDDER</b>				
1	George Reed, Inc.	140 Empire Avenue Modesto, CA 95354	Base Bid:	\$1,112,470.30
			Additive Alternate 1:	\$159,222.15
			Additive Alternate 2:	\$161,995.65
	<u>Subcontractors:</u> Chrisp Company			
2	Granite Construction Company	2176 Granite Court Fresno, CA 93706	Base Bid:	\$1,143,576.00
			Additive Alternate 1:	\$142,832.00
			Additive Alternate 2:	\$142,291.00
	<u>Subcontractors:</u> Chrisp Company			
3	Knife River Construction	655 W. Clay Street Stockton, CA 95206	Base Bid:	\$1,181,153.30
			Additive Alternate 1:	\$184,547.15
			Additive Alternate 2:	\$180,004.15
	<u>Subcontractors:</u> Chrisp Company Northstar Engineering Pacific Northwest Oil			