

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

DEPT: Public Works

BOARD AGENDA: 6.C.2
AGENDA DATE: August 31, 2021

SUBJECT:

Approval to Adopt Plans and Specifications for the McHenry Avenue Widening Project and Award the Construction Contract to George Reed, Inc. of Modesto, California

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2021-0410

On motion of Supervisor Grewal Seconded by Supervisor B. Condit
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: Kelly Rodriguez
KELLY RODRIGUEZ, Assistant 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.2
AGENDA DATE: August 31, 2021

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Adopt Plans and Specifications for the McHenry Avenue Widening Project and Award the Construction Contract to George Reed, Inc. of Modesto, California

STAFF RECOMMENDATION:

1. Approve the Plans and Specifications for the McHenry Avenue Widening from Ladd Road/Patterson Road (SR 108) to the South end of the McHenry Bridge Federal Aid Project No. STPLR-5938 (233).
2. Award the construction contract to George Reed, Inc. of Modesto, CA for the construction of McHenry Avenue Widening from Ladd Road/Patterson Road (SR 108) to the South end of the McHenry Bridge Federal Aid Project No. STPLR-5938 (233).
3. Authorize the Director of Public Works to execute a contract with George Reed, Inc. in the amount of \$9,364,806.05 and to sign necessary documents.
4. Authorize the Director of Public Works to execute change orders, not to exceed 10%, in accordance with the Public Contract Code, Sections 20137 and 20142.
5. Authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities upon project completion.
6. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Department of Public Works proposes to construct the widening of McHenry Avenue from the intersection of Ladd Road/Patterson Road (SR 108) to the South end of the McHenry Bridge near the San Joaquin County Line between the cities of Modesto and Escalon.

Project improvements include widening McHenry Avenue, which is designated as a Minor Arterial road, with two through lanes in each direction and a dual left-turn median.

The purpose of the McHenry Avenue Widening Project is to improve the corridor to accommodate north/south interregional traffic between the cities of Modesto and

Escalon and to State Highway 108 (McHenry Avenue/Ladd Road). This project will improve regional circulation, relieve existing traffic congestion, reduce traffic delays, accommodate future traffic, improve safety, promote non-motorized modes of transportation, and allow for goods movement and job development for existing and future development. The recent average daily traffic counts (ADTs) on McHenry Avenue is approximately 17,000 vehicles per day which is approaching the capacity for the existing two-lane rural roadway.

The McHenry Avenue Widening Project was identified in the Stanislaus Council of Governments (StanCOG) Measure L Expenditure Plan to receive Regional Project funds. The Stanislaus County voters approved Measure L in 2016.

All the funding that is necessary to complete the project are identified in the following table (includes project phases prior to construction) and have been adjusted to reflect the bid award amount:

Funding Program	Preliminary Engineering	Right-of-Way	Construction		Totals
			Capital	Support	
Measure L – Regional (StanCOG)			\$2,605,000		\$2,605,000
Local Funds (County PFF)	\$1,250,000	\$2,075,000	\$2,540,950		\$5,865,950
STIP/RIP (State)			\$2,308,228		\$2,308,228
SB-1 Local Public Partnership (State)				\$1,545,193	\$1,545,193
Other: RSTP (Federal)	\$1,206,958				\$1,206,958
Other: HIP (Federal)			\$2,647,109		\$2,647,109
Other: Local Transportation Funds (County)			\$200,000		\$200,000
Total Project Funding	\$2,456,958	\$2,075,000	\$10,301,287	\$1,545,193	\$16,378,438

An Invitation to Bid was electronically posted on Planet Bids on April 6, 2021. On June 3, 2021, three sealed bids were received, opened, and publicly read. The engineer's estimate for the construction of this project is \$14,236,515. A summary of the bids follows:

Contractor	Bid Amount
George Reed, Inc., Modesto, CA	\$ 9,364,806.05
Goodfellow Bros. California, LLC, Livermore, CA	Bid found Non-responsive
Teichert Construction Inc., Roseville, CA	Bid found Non-responsive

The bids from Goodfellow Bros. & Teichert Construction were found to be non-responsive for failure to complete the required bid documents.

Public Works staff reviewed the bid proposal from George Reed Inc. and determined it to be regular in all respects and recommends awarding the contract in the amount of \$9,364,806.05.

Public Works anticipates construction to begin in October of 2021 and to be completed in Fall of 2022.

POLICY ISSUE:

Per County Policy, Board of Supervisors' approval is required for all contracts exceeding \$200,000.

FISCAL IMPACT:

Costs associated to assure delivery of this project are in the amount of \$11,846,480.10 as follows:

Contract:	\$9,364,806.05
Contingencies (10%):	\$936,481.05
Construction Engineering: (Construction Admin./Material Testing/Construction Staking/staff time)	\$1,545,193.00
Totals	\$11,846,480.10

The construction phase of this project is funded from the sources listed in the preceding table. The Local Funds are available in Fiscal Year 2021-2022 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 relieving congestion, reducing traffic delays, and improving safety through widening and installation of improvements on this corridor.

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 Agreement - George Reed, Inc.

ATTACHMENT 1

AVAILABLE FROM THE CLERK OF THE BOARD

Plans and Specifications

for

McHenry Avenue Widening from Ladd Road/Patterson Road (State Route
108) to the South end of McHenry Bridge Federal Aid Project No.
STPLR-5938 (233) Contract No. 9616

COUNTY OF STANISLAUS CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between **George Reed, Inc.** whose place of business is located at 140 Empire Avenue, Modesto, CA 95354 ("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. 2021-0410 adopted on the 31st day of August, 2021 awarded a construction contract in the amount of \$9,364,806.05 to Contractor for the following project.

**McHenry Avenue Widening from Ladd Road/Patterson Road (State Route 108)
to the South End of McHenry Bridge Project
County Contract Number 9616
Federal Project Number STPLR-5938(233)**

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

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout one hundred fifty (150) 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 Million Three Hundred Sixty-Four Thousand Eight-Hundred Six and 5/100 Dollars (\$9,364,806.05)** 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(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:

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

If to Contractor:

Adam Hanson, Project Manager
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

By: 

David A. Leamon, Director
Department of Public Works

GEORGE REED, INC.

By: 

Ed Berlier, Vice President

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: 

Todd James
Deputy County Counsel

Exhibit A

Bid Results

Bidder Details

Vendor Name GEORGE REED, INC.
Address 140 Empire Ave.
Modesto, California 95354
United States
Respondee Ed Berlier
Respondee Title Vice-President/General Manager
Phone 209-523-0734
Email gmocontracting@georgereed.com
Vendor Type CADIR
License # 211337

Bid Detail

Bid Format Electronic
Submitted 06/03/2021 1:35 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 250891

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
10 - Proposal Signature Sheet p III-28 Signed (7 Addenda).pdf	10 - Proposal Signature Sheet p III-28 Signed (7 Addenda).pdf	Proposal Signature Sheet p III-28
4 - Non-Discrimination of Individuals with Disabilities p III-15 Signed.pdf	4 - Non-Discrimination of Individuals with Disabilities p III-15 Signed.pdf	Non-Discrimination of Individuals with Disabilities p III-15 Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) Part 1
3 - Equal Opportunity Certification p III-14.pdf	3 - Equal Opportunity Certification p III-14.pdf	Equal Opportunity Certification p III-14 Exhibit 15-H DBE Information-Good Faith Effort p III-33
1 - Proposal pp III - 1-2 Signed.pdf	1 - Proposal pp III - 1-2 Signed.pdf	Proposal pp III - 1 & 2 Exhibit 15-H DBE Information-Good Faith Effort p III-32 Exhibit 15-H DBE Information-Good Faith Effort p III-34
6 - Public Contract Code p III-17.pdf	6 - Public Contract Code p III-17.pdf	Public Contract Code p III-17 Exhibit 15-G Construction Contract DBE Commitment
8 - Exhibit 10-Q Disclosure of Lobbying Activities p III-20 - Signed.pdf	8 - Exhibit 10-Q Disclosure of Lobbying Activities p III-20 - Signed.pdf	Exhibit 10-Q Disclosure of Lobbying Activities p III-20 Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) Part 2
2 - Insurance Requirements Acknowledgement p III-13 Signed.pdf	2 - Insurance Requirements Acknowledgement p III-13 Signed.pdf	Insurance Requirements Acknowledgement p III-13
9 - W-9 p III-22 - Signed.pdf	9 - W-9 p III-22 - Signed.pdf	W-9 p III-22
5 - Non-Collusion Affidavit p III-16.pdf	5 - Non-Collusion Affidavit p III-16.pdf	Non-Collusion Affidavit p III-16
7 - Debarment and Suspension Certification p III-18.pdf	7 - Debarment and Suspension Certification p III-18.pdf	Debarment and Suspension Certification p III-1

Subcontractors

Showing 10 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
APEX FENCE CO INC P O BOX 545 ANDERSON, California 96007	Guardrail	269127		\$112,542.13	
Chrisp Company 1001 Stokes Ave Stockton, California 95125	Striping	374600		\$111,447.24	PFS
Collins Electrical Co, Inc 125 Tuolumne Blvd Modesto, California 95354	Electrical	115427		\$416,161.62	
GOLDEN BAY FENCE PLUS IRON 4104 SOUTH B STREET STOCKTON, California 95206	Fence	664905		\$107,859.39	CUC, DVBE, DBE, FSD, MBE, CADIR, SBE
MCM CONSTRUCTION INC PO BOX 620 NORTH HIGHLANDS, California 95	remove bride, structure concrete & multiplate	286430		\$912,698.00	
Marina Landscape Inc. 3707 W Garden Grove Blvd Orange, California 92868	Erosion	492862		\$119,535.00	
Mozingo Construction, Inc. 751 Wakefield Court Oakdale, California 95361	Underground	702625		\$1,838,381.82	CADIR
Pavement Coatings Co. 2150 Bell Ave. Suite 125 Sacramento, California 95838	microsurfacing	303609		\$88,775.51	
Pavement Recycling Systems 10240 San Sevaie Way Jurupa Valley, California 91752	C.T.B. and F.D.R.	569352		\$235,281.85	CADIR
Rockin R grading & Excavating, Inc.	Clear and Grub,	806934		\$55,463.00	MBE, WBE, SBE

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							\$9,364,806.05		
1	1		Federal Trainee Program	LS	1	\$5,000.00	\$5,000.00	Yes	
2	2		Just in Time Training	LS	1	\$2,500.00	\$2,500.00	Yes	
3	3		Lead Compliance Plan	LS	1	\$2,500.00	\$2,500.00	Yes	
4	4		Progress Schedule (Critical Path Method)	LS	1	\$45,000.00	\$45,000.00	Yes	
5	5		Temporary Resident Engineer's Office	LS	1	\$42,500.00	\$42,500.00	Yes	
6	6		Mobilization 10%	LS	1	\$275,000.00	\$275,000.00	Yes	
7	7		Temporary Traffic Control	LS	1	\$450,000.00	\$450,000.00	Yes	
8	8		Temporary Pavement Marking	SF	474	\$5.70	\$2,701.80	Yes	
9	9		Temporary Pavement Delineation	LF	41667	\$0.20	\$8,333.40	Yes	
10	10		Portable Changeable Message Sign (EA)	EA	2	\$22,500.00	\$45,000.00	Yes	
11	11		Construction Funding Sign	LS	2	\$200.00	\$400.00	Yes	
12	12		Job Site Management	LS	1	\$75,000.00	\$75,000.00	Yes	
13	13		Water Pollution Control	LS	1	\$40,000.00	\$40,000.00	Yes	
14	14		Invasive Species Control	LS	1	\$3,000.00	\$3,000.00	Yes	
15	15		Environmental Mitigation	LS	1	\$20,000.00	\$20,000.00	Yes	
16	16		Removal of Yellow Traffic Stripe with Hazardous Waste Residue	LF	5684	\$1.15	\$6,536.60	Yes	
17	17		Treated Wood Waste	LB	4000	\$1.00	\$4,000.00	Yes	
18	18		Temporary High Visibility Fence (ESA)	LF	683	\$5.00	\$3,415.00	Yes	
19	19		Clearing and Grubbing	LS	1	\$100,000.00	\$100,000.00	Yes	
20	20		Remove Roadside Sign	EA	14	\$100.00	\$1,400.00	Yes	
21	21		Remove White Pavement Marking	SF	1955	\$5.70	\$11,143.50	Yes	
22	22		Remove White Traffic Stripe	LF	2976	\$0.75	\$2,232.00	Yes	
23	23		Remove Fence	LF	1359	\$6.00	\$8,154.00	Yes	
24	24		Earthwork/Roadway Excavation (F)	CY	27900	\$17.00	\$474,300.00	Yes	
25	25		Excavation Safety	LS	1	\$1,000.00	\$1,000.00	Yes	
26	26		Shoulder Backing	CY	145	\$110.00	\$15,950.00	Yes	
27	27		Structure Excavation (Type D) (F)	CY	760	\$115.00	\$87,400.00	Yes	
28	28		Structure Backfill (Culvert) (F)	CY	743	\$200.00	\$148,600.00	Yes	
29	29		Structure Backfill (Slurry Cement)	CY	227	\$250.00	\$56,750.00	Yes	
30	30		Imported Borrow (F)	CY	16100	\$15.00	\$241,500.00	Yes	
31	31		Hydroseed	SY	29838	\$1.00	\$29,838.00	Yes	
32	32		Rolled Erosion Control Product (Jute Mesh)	SY	8793	\$2.70	\$23,741.10	Yes	
33	33		Aggregate Base	CY	1180	\$115.00	\$135,700.00	Yes	
34	34		Cement Treated Base (Road-Mixed, Class A) (CY)	CY	8260	\$35.00	\$289,100.00	Yes	
35	35		Full-Depth Reclamation - Cement (FDR-C)	SY	27465	\$11.00	\$302,115.00	Yes	
36	36		Micro-surfacing	TON	123	\$600.00	\$73,800.00	Yes	
37	37		Remove Base and Surfacing	SY	1353	\$16.00	\$21,648.00	Yes	
38	38		Minor Concrete (Backfill)	CY	11	\$260.00	\$2,860.00	Yes	
39	39		Hot Mix Asphalt (Type A) (Temporary)	TON	62	\$350.00	\$21,700.00	Yes	
40	40		Hot Mix Asphalt (Type A)	TON	18300	\$95.00	\$1,738,500.00	Yes	
41	41		Rubberized Hot Mix Asphalt (Gap Graded)	TON	6300	\$125.00	\$787,500.00	Yes	
42	42		Remove Concrete (Driveway)	SY	21	\$36.00	\$756.00	Yes	
43	43		Remove Concrete (Sidewalk)	SY	22	\$33.00	\$726.00	Yes	
44	44		Remove Concrete (Curb)	LF	40	\$66.00	\$2,640.00	Yes	
45	45		Structural Concrete (Culvert) (F)	CY	376	\$715.00	\$268,840.00	Yes	
46	46		Structural Concrete, Drainage Inlet (F)	CY	47	\$3,000.00	\$141,000.00	Yes	
47	47		Minor Concrete (Minor Structure)	CY	120	\$850.00	\$102,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		12" HDPE Storm Drain	LF	1140	\$79.00	\$90,060.00	Yes	
51	51		18" HDPE Storm Drain	LF	256	\$80.00	\$20,480.00	Yes	
52	52		24" HDPE Storm Drain	LF	5010	\$85.00	\$425,850.00	Yes	
53	53		30" HDPE Storm Drain	LF	1384	\$145.00	\$200,680.00	Yes	
54	54		36" HDPE Storm Drain	LF	900	\$160.00	\$144,000.00	Yes	
55	55		Steel Multi-Plate Arch (8 Gage 2x6 Corrugation)	LB	50000	\$3.50	\$175,000.00	Yes	
56	56		Irrigation System - Dickey Branch	LS	1	\$44,000.00	\$44,000.00	Yes	
57	57		Irrigation System - Lu Good	LS	1	\$310,000.00	\$310,000.00	Yes	
58	58		Remove Pipe (Dickey Branch)	LF	164	\$80.00	\$13,120.00	Yes	
59	59		Remove Pipe (Lu Good)	LF	939	\$45.00	\$42,255.00	Yes	
60	60		Temporary Wall (Staging)	LS	1	\$210,000.00	\$210,000.00	Yes	
61	61		Cap Irrigation System	LS	1	\$9,500.00	\$9,500.00	Yes	
62	62		Remove Pipe (Other)	LF	452	\$45.00	\$20,340.00	Yes	
63	63		Adjust Valve Box Frame and Cover to Grade	EA	4	\$800.00	\$3,200.00	Yes	
64	64		Remove Inlet	EA	2	\$750.00	\$1,500.00	Yes	
65	65		Remove Manhole	EA	1	\$1,150.00	\$1,150.00	Yes	
66	66		Rock Slope Protection (150 lb, Class III, Method B) (CY)	CY	8	\$750.00	\$6,000.00	Yes	
67	67		Rock Slope Protection (20 lb, Class I, Method B) (CY)	CY	3	\$700.00	\$2,100.00	Yes	
68	68		Detectable Warning Surface	SF	24	\$35.00	\$840.00	Yes	
69	69		Minor Concrete (Curb and Gutter)	CY	857	\$350.00	\$299,950.00	Yes	
70	70		Minor Concrete (Driveway)	CY	80	\$800.00	\$64,000.00	Yes	
71	71		Minor Concrete (Sidewalk)	CY	160	\$950.00	\$152,000.00	Yes	
72	72		Minor Concrete (Curb Ramp)	CY	11	\$800.00	\$8,800.00	Yes	
73	73		Miscellaneous Iron and Steel	LB	5548	\$4.00	\$22,192.00	Yes	
74	74		Manhole Frame and Cover	EA	24	\$900.00	\$21,600.00	Yes	
75	75		Monument Preservation and Re-Establishment	LS	1	\$10,000.00	\$10,000.00	Yes	
76	76		Adjust Monument Wells to Grade	LS	1	\$20,000.00	\$20,000.00	Yes	
77	77		Relocate Mailbox	EA	11	\$450.00	\$4,950.00	Yes	
78	78		Swing Gate	EA	1	\$9,500.00	\$9,500.00	Yes	
79	79		Fence (Type CL-6, Slatted)	LF	1143	\$80.00	\$91,440.00	Yes	
80	80		Temporary Fence (Type CL-6)	LF	81	\$39.00	\$3,159.00	Yes	
81	81		10' Chain Link Gate (Type CL-6, Slatted)	EA	1	\$3,450.00	\$3,450.00	Yes	
82	82		Relocate Roadside Sign	EA	13	\$200.00	\$2,600.00	Yes	
83	83		Roadside Sign	EA	43	\$325.00	\$13,975.00	Yes	
84	84		Midwest Guardrail System (Wood Post)	LF	1825	\$30.00	\$54,750.00	Yes	
85	85		Vegetation Control (Minor Concrete)	SQYD	748	\$50.00	\$37,400.00	Yes	
86	86		End Anchor Assembly (Type SFT)	EA	1	\$800.00	\$800.00	Yes	
87	87		Alternative In-Line Terminal System	EA	3	\$3,500.00	\$10,500.00	Yes	
88	88		Cable Railing	LF	120	\$28.00	\$3,360.00	Yes	
89	89		Remove Guardrail	LF	124	\$10.00	\$1,240.00	Yes	
90	90		Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1383	\$5.70	\$7,883.10	Yes	
91	91		6" Thermoplastic Traffic Stripe (Detail 12)	LF	20492	\$0.65	\$13,319.80	Yes	
92	92		6" Thermoplastic Traffic Stripe (Detail 22)	LF	1566	\$1.30	\$2,035.80	Yes	
93	93		6" Thermoplastic Traffic Stripe (Detail 39)	LF	21785	\$0.90	\$19,606.50	Yes	
94	94		6" Thermoplastic Traffic Stripe (Detail 29)	LF	1877	\$1.30	\$2,440.10	Yes	
95	95		6" Thermoplastic Traffic Stripe (Detail 32)	LF	6681	\$1.30	\$8,685.30	Yes	
96	96		8" Thermoplastic Traffic Stripe (Detail 38)	LF	1757	\$1.30	\$2,284.10	Yes	
97	97		Modify Traffic Signal (McHenry Rd at Stewart Rd)	LS	1	\$400,000.00	\$400,000.00	Yes	

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							\$9,364,806.05		
1	1		Federal Trainee Program	LS	1	\$5,000.00	\$5,000.00	Yes	
2	2		Just in Time Training	LS	1	\$2,500.00	\$2,500.00	Yes	
3	3		Lead Compliance Plan	LS	1	\$2,500.00	\$2,500.00	Yes	
4	4		Progress Schedule (Critical Path Method)	LS	1	\$45,000.00	\$45,000.00	Yes	
5	5		Temporary Resident Engineer's Office	LS	1	\$42,500.00	\$42,500.00	Yes	
6	6		Mobilization 10%	LS	1	\$275,000.00	\$275,000.00	Yes	
7	7		Temporary Traffic Control	LS	1	\$450,000.00	\$450,000.00	Yes	
8	8		Temporary Pavement Marking	SF	474	\$5.70	\$2,701.80	Yes	
9	9		Temporary Pavement Delineation	LF	41667	\$0.20	\$8,333.40	Yes	
10	10		Portable Changeable Message Sign (EA)	EA	2	\$22,500.00	\$45,000.00	Yes	
11	11		Construction Funding Sign	LS	2	\$200.00	\$400.00	Yes	
12	12		Job Site Management	LS	1	\$75,000.00	\$75,000.00	Yes	
13	13		Water Pollution Control	LS	1	\$40,000.00	\$40,000.00	Yes	
14	14		Invasive Species Control	LS	1	\$3,000.00	\$3,000.00	Yes	
15	15		Environmental Mitigation	LS	1	\$20,000.00	\$20,000.00	Yes	
16	16		Removal of Yellow Traffic Stripe with Hazardous Waste Residue	LF	5684	\$1.15	\$6,536.60	Yes	
17	17		Treated Wood Waste	LB	4000	\$1.00	\$4,000.00	Yes	
18	18		Temporary High Visibility Fence (ESA)	LF	683	\$5.00	\$3,415.00	Yes	
19	19		Clearing and Grubbing	LS	1	\$100,000.00	\$100,000.00	Yes	
20	20		Remove Roadside Sign	EA	14	\$100.00	\$1,400.00	Yes	
21	21		Remove White Pavement Marking	SF	1955	\$5.70	\$11,143.50	Yes	
22	22		Remove White Traffic Stripe	LF	2976	\$0.75	\$2,232.00	Yes	
23	23		Remove Fence	LF	1359	\$6.00	\$8,154.00	Yes	
24	24		Earthwork/Roadway Excavation (F)	CY	27900	\$17.00	\$474,300.00	Yes	
25	25		Excavation Safety	LS	1	\$1,000.00	\$1,000.00	Yes	
26	26		Shoulder Backing	CY	145	\$110.00	\$15,950.00	Yes	
27	27		Structure Excavation (Type D) (F)	CY	760	\$115.00	\$87,400.00	Yes	
28	28		Structure Backfill (Culvert) (F)	CY	743	\$200.00	\$148,600.00	Yes	
29	29		Structure Backfill (Slurry Cement)	CY	227	\$250.00	\$56,750.00	Yes	
30	30		Imported Borrow (F)	CY	16100	\$15.00	\$241,500.00	Yes	
31	31		Hydroseed	SY	29838	\$1.00	\$29,838.00	Yes	
32	32		Rolled Erosion Control Product (Jute Mesh)	SY	8793	\$2.70	\$23,741.10	Yes	
33	33		Aggregate Base	CY	1180	\$115.00	\$135,700.00	Yes	
34	34		Cement Treated Base (Road-Mixed, Class A) (CY)	CY	8260	\$35.00	\$289,100.00	Yes	
35	35		Full-Depth Reclamation - Cement (FDR-C)	SY	27465	\$11.00	\$302,115.00	Yes	
36	36		Micro-surfacing	TON	123	\$600.00	\$73,800.00	Yes	
37	37		Remove Base and Surfacing	SY	1353	\$16.00	\$21,648.00	Yes	
38	38		Minor Concrete (Backfill)	CY	11	\$260.00	\$2,860.00	Yes	
39	39		Hot Mix Asphalt (Type A) (Temporary)	TON	62	\$350.00	\$21,700.00	Yes	
40	40		Hot Mix Asphalt (Type A)	TON	18300	\$95.00	\$1,738,500.00	Yes	
41	41		Rubberized Hot Mix Asphalt (Gap Graded)	TON	6300	\$125.00	\$787,500.00	Yes	
42	42		Remove Concrete (Driveway)	SY	21	\$36.00	\$756.00	Yes	
43	43		Remove Concrete (Sidewalk)	SY	22	\$33.00	\$726.00	Yes	
44	44		Remove Concrete (Curb)	LF	40	\$66.00	\$2,640.00	Yes	
45	45		Structural Concrete (Culvert) (F)	CY	376	\$715.00	\$268,840.00	Yes	
46	46		Structural Concrete, Drainage Inlet (F)	CY	47	\$3,000.00	\$141,000.00	Yes	
47	47		Minor Concrete (Minor Structure)	CY	120	\$850.00	\$102,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		12" HDPE Storm Drain	LF	1140	\$79.00	\$90,060.00	Yes	
51	51		18" HDPE Storm Drain	LF	256	\$80.00	\$20,480.00	Yes	
52	52		24" HDPE Storm Drain	LF	5010	\$85.00	\$425,850.00	Yes	
53	53		30" HDPE Storm Drain	LF	1384	\$145.00	\$200,680.00	Yes	
54	54		36" HDPE Storm Drain	LF	900	\$160.00	\$144,000.00	Yes	
55	55		Steel Multi-Plate Arch (8 Gage 2x6 Corrugation)	LB	50000	\$3.50	\$175,000.00	Yes	
56	56		Irrigation System - Dickey Branch	LS	1	\$44,000.00	\$44,000.00	Yes	
57	57		Irrigation System - Lu Good	LS	1	\$310,000.00	\$310,000.00	Yes	
58	58		Remove Pipe (Dickey Branch)	LF	164	\$80.00	\$13,120.00	Yes	
59	59		Remove Pipe (Lu Good)	LF	939	\$45.00	\$42,255.00	Yes	
60	60		Temporary Wall (Slaing)	LS	1	\$210,000.00	\$210,000.00	Yes	
61	61		Cap Irrigation System	LS	1	\$9,500.00	\$9,500.00	Yes	
62	62		Remove Pipe (Other)	LF	452	\$45.00	\$20,340.00	Yes	
63	63		Adjust Valve Box Frame and Cover to Grade	EA	4	\$800.00	\$3,200.00	Yes	
64	64		Remove Inlet	EA	2	\$750.00	\$1,500.00	Yes	
65	65		Remove Manhole	EA	1	\$1,150.00	\$1,150.00	Yes	
66	66		Rock Slope Protection (150 lb, Class III, Method B) (CY)	CY	8	\$750.00	\$6,000.00	Yes	
67	67		Rock Slope Protection (20 lb, Class I, Method B) (CY)	CY	3	\$700.00	\$2,100.00	Yes	
68	68		Detectable Warning Surface	SF	24	\$35.00	\$840.00	Yes	
69	69		Minor Concrete (Curb and Gutter)	CY	857	\$350.00	\$299,950.00	Yes	
70	70		Minor Concrete (Driveway)	CY	80	\$800.00	\$64,000.00	Yes	
71	71		Minor Concrete (Sidewalk)	CY	160	\$950.00	\$152,000.00	Yes	
72	72		Minor Concrete (Curb Ramp)	CY	11	\$800.00	\$8,800.00	Yes	
73	73		Miscellaneous Iron and Steel	LB	5548	\$4.00	\$22,192.00	Yes	
74	74		Manhole Frame and Cover	EA	24	\$900.00	\$21,600.00	Yes	
75	75		Monument Preservation and Re-Establishment	LS	1	\$10,000.00	\$10,000.00	Yes	
76	76		Adjust Monument Wells to Grade	LS	1	\$20,000.00	\$20,000.00	Yes	
77	77		Relocate Mailbox	EA	11	\$450.00	\$4,950.00	Yes	
78	78		Swing Gate	EA	1	\$9,500.00	\$9,500.00	Yes	
79	79		Fence (Type CL-6, Slatted)	LF	1143	\$80.00	\$91,440.00	Yes	
80	80		Temporary Fence (Type CL-6)	LF	81	\$39.00	\$3,159.00	Yes	
81	81		10' Chain Link Gate (Type CL-6, Slatted)	EA	1	\$3,450.00	\$3,450.00	Yes	
82	82		Relocate Roadside Sign	EA	13	\$200.00	\$2,600.00	Yes	
83	83		Roadside Sign	EA	43	\$325.00	\$13,975.00	Yes	
84	84		Midwest Guardrail System (Wood Post)	LF	1825	\$30.00	\$54,750.00	Yes	
85	85		Vegetation Control (Minor Concrete)	SQYD	748	\$50.00	\$37,400.00	Yes	
86	86		End Anchor Assembly (Type SFT)	EA	1	\$800.00	\$800.00	Yes	
87	87		Alternative In-Line Terminal System	EA	3	\$3,500.00	\$10,500.00	Yes	
88	88		Cable Railing	LF	120	\$28.00	\$3,360.00	Yes	
89	89		Remove Guardrail	LF	124	\$10.00	\$1,240.00	Yes	
90	90		Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1383	\$5.70	\$7,883.10	Yes	
91	91		6" Thermoplastic Traffic Stripe (Detail 12)	LF	20492	\$0.65	\$13,319.80	Yes	
92	92		6" Thermoplastic Traffic Stripe (Detail 22)	LF	1566	\$1.30	\$2,035.80	Yes	
93	93		6" Thermoplastic Traffic Stripe (Detail 39)	LF	21785	\$0.90	\$19,606.50	Yes	
94	94		6" Thermoplastic Traffic Stripe (Detail 29)	LF	1877	\$1.30	\$2,440.10	Yes	
95	95		6" Thermoplastic Traffic Stripe (Detail 32)	LF	6681	\$1.30	\$8,685.30	Yes	
96	96		8" Thermoplastic Traffic Stripe (Detail 38)	LF	1757	\$1.30	\$2,284.10	Yes	
97	97		Modify Traffic Signal (McHenry Rd at Stewart Rd)	LS	1	\$400,000.00	\$400,000.00	Yes	

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: Ed Berlier, Vice President/General Manager Date: 7/27/21

Signature:  Date: 7/27/21

Vendor Name: George Reed, Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: 7/26/2021

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ACKNOWLEDGE:

Date: 7/27/21

Consultant: George Reed, Inc.

By: 
Signature

Ed Berlier

Print Name

Vice President/General Manager

Title

GUARANTEE

TO: The County of Stanislaus ("County"), for the McHenry Avenue Widening from Ladd Road/Patterson Road (State Route 108) to the South end of McHenry Bridge Project, County Contract No. 9616.

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: 7/27/21

GEORGE REED, INC.

By: Ed Berlier
Signature

Ed Berlier
Print Name

Vice President/General Manager
Title

140 Empire Ave
Street Address

Modesto, CA 95354
City, State, Zip code

END OF GUARANTEE

LABOR LAW REQUIREMENTS AND CERTIFICATION
for
McHenry Avenue Widening from Ladd Road/Patterson Road (State Route 108)
to the South end of McHenry Bridge Project
County Contract No. 9616

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.

GEORGE REED, INC.

Contractor

By: Ed Berlier

Signature

Ed Berlier

Print Name

Vice President/General Manager

Title

Date: 7/27/21