

### COUNTY OF HUMBOLDT



For the meeting of: October 4, 2016

Date:

September 15, 2016

To:

Board of Supervisors

From:

Thomas K. Mattson, Director of Public Works

Subject:

WALNUT STREET (3J300) AND FERN STREET (3K210) TRAFFIC SIGNAL

PROJECT - PROJECT NO.: RPL 5904(107); CONTRACT NO.: 213501

#### RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Receive and file the bids for the Walnut Street (3J300) and Fern Street (3K210) Traffic Signal Project.
- 2. Award the contract to Wahlund Construction, Inc., for the total amount of \$299,670.
- 3. Authorize the Chairman to execute the project agreement upon submittal of the appropriate bonds and insurance.
- 4. Direct the Auditor-Controller to establish a new contract account 1200321-0323 and transfer \$367,000 from 1200321-2118 to the new contract account per the attached appropriation transfer.

#### SOURCE OF FUNDING:

State Transportation Improvement Program (STIP), Road Fund

Prepared by Angi Sorensen	CAO Approval Laven Clower
REVIEW: Auditor County Counsel Human Resources	Other
TYPE OF ITEM:	BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
XConsent Departmental	Upon motion of Supervisor Sundberg
Public Hearing Other	Upon motion of Supervisor Sundberg  Ayes Sundberg, Fennell, Love lace, Bohn, Bass Asstain
PREVIOUS ACTION/REFERRAL:	Absent
Board Order No. <u>C-19</u>	and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Meeting of: 8/9/2016	Dated: Oct, 4, 2016 in Shuffed

Kathy Hayes, Clerk of the Board

#### DISCUSSION:

On August 9, 2016, the Board of Supervisors authorized the Clerk of the Board to advertise the above-referenced project for bids. On September 13, 2016, the County received three (3) bids for the project. The results are as follows:

1.	Wahlund Construction, Inc., Eureka, CA	\$ 299,670.00
2.	GR Sundberg, Inc., Arcata, CA	\$ 317,475.00
3.	RAO Construction, Inc., Eureka, CA	\$ 325,545.00
	Engineer's Estimate	\$ 313,030.00
An	nticipated construction costs for the project are as follows:	
	Construction	\$ 299,670.00
	Contingencies (5%)	\$ 15,000.00
	Subtotal	\$ 314,670.00
	Construction Administration	\$ 52,330.00
	TOTAL	\$ 367,000.00

#### FINANCIAL IMPACT:

This project is being funded through the State Transportation Improvement Program, which will provide one hundred percent (100%) of the construction costs. Total project cost is estimated at \$367,000, which is already included in the Fiscal Year 2016-17 Road Fund Budget.

This project conforms to the Board of Supervisors' Core Role of providing and maintaining infrastructure.

#### OTHER AGENCY INVOLVEMENT:

California Department of Transportation

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to award the project; however, staff does not recommend this alternative because the new traffic signal will improve safety for pedestrians, bicyclists, and motorists at the intersection of Walnut and Fern Streets using funds that would not otherwise be available to the County.

#### **ATTACHMENTS**:

Appropriation Transfer

DEPARTMENT:	Public Works-Engineering	gDEF	PARTMENT #:321	POSTING DATE: 10/4/2016
1.) The reason for this	Transfer within experience of the control of the co	enditure/revenue categ xpenditure/revenue ca Intrafund Transfer acco Contingencies (with Bo budget unit appropriati unds in Fixed Assets <	gory (with Auditor Approtegory (with CAO & Auctegory (with Board Appropard Approval)* on (with Board approval)* \$10,000 (CAO & Auditols (CAO & Auditols)*	ditor Approval) Original +1
	Transfer	to Account:	Tran	sfer from Account:
2.) Amount:	Number:	Name:	Number:	Name:
\$ 367,000.00	1200321-0323	Walnut/Fern Traffic	1200321-2118	Professional & Special Service
Ψ σστ,σσσ.σσ	1200021 0020	Signal	12000212110	Troidsdional a opecial del vice
	-	- I - I - I - I - I - I - I - I - I - I		
			-	
3.) In the space below	, state (a) reason for t	ransfer request, (b) rea	ason why there are suff	ficient balances in
affected accounts	s, and (c) why transfer	cannot be delayed un	til next budget year.	
a.) To set up Capital C			0 /	
any received empires				
b.) Contract will be awa	arded to Wahlund Cor	etruction		
b.) Contract will be awa	arded to vvariation our	istruction.		
a \Drainet agets will be	incurred in the curren	t figural veges		
c.)Project costs will be	incurred in the current	l liscal year		
			<del></del>	$\alpha$
4.) Department Author	ization:	Date	9/16/16 (signed	d) Show f. Mr-2
5.) Account balances v	verified by Auditor-Cor	ntrı Date	9/16/16 (signed	a) M.C. Mellett
6.)/Approved	/Not approved	d/Recommend	ded/Not recor	mmended
County Admin	istrative Officer:	Date	9/22/16 (signed	d) Karen Clower
		INSTRUCTIO	NS	
			- Carl	
SEND ORIGINAL REQU	EST FOR BUDGET TRA	NSFER DIRECTLY TO	THE AUDITOR-CONTRO	LLER.
* Requires copy of Board Or	rder to be attached	Revised 05/16	Posted	by

#### **AGREEMENT**

This is an AGREEMENT made and entered into this 25 <sup>+h</sup> day
of October, 2016, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and Wahlund Construction, Inc. ,
a corporation organized and existing under the laws of the State of California;
hereinafter referred to as "CONTRACTOR".
County and Contractor for the consideration hereinafter named agree as follows:

#### Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

## WALNUT STREET (3J300) AND FERN STREET (3K210) TRAFFIC SIGNAL PROJECT PROJECT NO.: RPL- 5904 (107) CONTRACT NO.: 213501

in accordance with the contract documents referred to in Section 3 of this Agreement.

#### Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

#### Section 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors

- Performance Bond

- Plans and Drawings

- Payment Bond

- Bid Form

- This Agreement

- Bidder's Bond

- Special Provisions

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans dated 2010
- Standard Specifications dated 2010
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency,

- General Prevailing Wage Rates
- Labor and Surcharge Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complementary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

#### Section 4 - BEGINNING OF WORK

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", or unless so authorized in writing by the COUNTY.

#### Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifteen (15) days of the date of execution of the contract by COUNTY and shall be fully completed within a period of \_\_\_\_\_\_ working days beginning on the fifteenth calendar day after the date of said approval of contract.

#### Section 6 - PREVAILING WAGE

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California, and are available to any interested person on request.

#### Section 7 - WORKERS' COMPENSATION

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

#### Section 8 - COMPLIANCE WITH LAWS

The Contractor agrees to comply with all local, state, and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

#### **Section 9 - NOTICES**

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

> Humboldt County Department of Public Works 1106 Second Street, Eureka, California, 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

Ellella	Ca	95503	
, , , ,		70002	

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

#### COUNTY OF HUMBOLDT

	DV
(07) 17)	BY
(SEAL)	
	Chairman, Board of Supervisors
	of the County of Humboldt,
	State of California
ATTEST:	
KATHY HAYES	
Clerk of the Board o	
of the County of Hui	mboldt,
State of California	
/ /	, //
BY for flut	well
Clerk of the Board	i
APPROVED AS TO	FORM:
BY N/A	
Deputy County C	ounsel
z spany county c	
INSURANCE CERTI	IFICATES REVIEWED
AND APPROVED:	TOTTES TENTED
0/12	
BY KEVMANUS	<i>l</i> :
Risk Manager	
reight triumager	

WAHLUND CONSTRUCTION, INC.
BY Les de S

BY Kelly Q. Wahlund

TITLE U. P. Socretary Treasurer

(Two Signatures Required For Corporation)

#### BID FORM (EXHIBIT A)

# WALNUT STREET (3J300) AND FERN STREET (3K210) TRAFFIC SIGNAL PROJECT PROJECT NO.: RPL- 5904 (107) CONTRACT NO.: 213501

ITEM NO.	CODE		ITEM DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL
1	120090	T	Construction Area Signs	EA	8	2500	Zao
2	120100		Traffic Control System	LS	1	3000	3000
3	130100		Job Site Management	LS	1	15000	150000
4	130200		Prepare Water Pollution Control Program	LS	1	100000	1000
5	130900		Temporary Concrete Washout (Portable)	LS	1	500	500
6	150714		Remove Thermoplastic Traffic Stripe	LF	200	2.2	4000
7	150715		Remove Thermoplastic Pavement Marking	SR	610	200	1220
8	150857		Remove Asphalt Concrete Surfacing	SF	6,900	100	69000
9	153239		Remove Concrete (Curb, Gutter and Sidewalk)	CY	18	2250	40500
10	390130		Hot Mix Asphalt	Ton	135	2000	27000
11	394073		Place Hot Mix Asphalt Dike (Type A)	LF	26	1500	650°
12	731502		Minor Concrete (Miscellaneous Construction)	CY	23	10000	23000°
13	731656		Curb Ramp Detectable Warning Surface	SF	60	3600	22800
14	840501	S	Thermoplastic Traffic Stripe	LF	970	500	4650
15	840515	S	Thermoplastic Pavement Marking	SF	915	800	73700
16	860201	S	Signal and Lighting	LS	1	180000	180 000
17	869050		Guard Posts	EA	2	5000	10000
18	999990		Mobilization	LS	1	33,000	33000°

NOTE: ITEM CODE LETTER DESIGNATION, S=SPECIALITY ITEM, F=FINAL PAY QUANTITY TOTAL BASE BID ACKNOWLEDGEMENT OF ADDENDA (Bidder's Signature) ADDENDUM NO. PRESIDENT (Title)