



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** November 12, 2012

From: Brad Miller, Town Engineer **Item No:** 11
Engineering Department

Subject: CONTRACT FOR YUCCA LOMA BRIDGE OVER THE MOJAVE RIVER
AND YATES ROAD IMPROVEMENTS – PROJECT NO. 2013-04

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

That the Town Council award a contract to Security Paving Company, Inc. for the Yucca Loma Bridge over the Mojave River and Yates Road Improvements construction services in an amount not to exceed \$ 37,265,833.50 (thirty seven million, two hundred sixty-five thousand, eight hundred thirty-three dollars, and fifty cents).

SUMMARY:

The Town Clerk’s Office received 10 sealed bids for the Yucca Loma Bridge Over the Mojave River and Yates Road Improvements (Project No. 2013-04) on October 10, 2013, in response to the Notice Inviting Sealed Bids issued by the Engineering Department on August 22, 2013.

After carefully reviewing each response for compliance with the requirements outlined in the notice, engineering staff concluded that all 10 submitted bids were complete and that Security Paving Company, Inc., is the lowest responsible, responsive bidder.

The results are as follows:

1. Security Paving Company, Inc.	.....	\$37,265,833.50
2. M.C.M. Construction, Inc.	.....	\$37,777,777.00
3. Skanska USA	.....	\$38,437,405.00
4. Riverside Construction Co.	.....	\$38,712,915.00
5. OHL USA, Inc.	.....	\$39,141,674.00
6. Sundt	.....	\$39,150,219.00
7. Steve P. Rados, Inc.	.....	\$40,323,792.50

8. Sema Construction	.....	\$41,197,275.30
9. C.C.Meyrs, Inc.	.....	\$42,500,000.00
10. Golden State Bridge, Inc.	.....	\$43,156,473.27

This project generally consists of providing necessary labor, equipment and materials to construct the new bridge over the Mojave River within the Town of Apple Valley and unincorporated County of San Bernardino, construct the project restoration area and widening and utility improvements on Yates Road in accordance with the project plans, specifications and special provisions and as directed by the Town Engineer.

In accordance with Section 2-1.01 j) of the project’s Special Provisions “Competency of Bidders”, Engineering Department recommends that Council award the contract to the lowest responsible, responsive bidder Security Paving Company, Inc. in an amount not to exceed \$37,265,833.50 (thirty seven million two hundred sixty five eight hundred thirty three dollars and fifty cents).

BACKGROUND:

In April of 2012, the Town of Apple Valley entered into a Construction Funding Agreement with the San Bernardino County Transportation Authority (Authority). Through this agreement, the Authority agreed to be responsible for 45% of the Yucca Loma Bridge over the Mojave River construction costs. The Town agreed to be responsible for the remaining 55% of the construction costs.

In May of 2013, the Town of Apple Valley entered into an Agreement with the San Bernardino County Transportation Authority (Authority) and the County of San Bernardino (County). Through this agreement, the Authority agreed to be responsible for 82.2% of the Yates Road Improvements construction costs and the County agreed to be responsible for the remaining 17.8% of the construction costs. The Town agreed to serve as the Lead Agency in the construction of the project, in conjunction with the Yucca Loma Bridge construction, and to be responsible for 0% of the construction costs.

As Lead Agency, the Town agreed to advertise, award, administer and initially fund the construction activities.

Plans and Specifications for the Yucca Loma Bridge over the Mojave River and Yates Road Improvements Project were finalized on August 13, of 2013. Soon after, on August 22, 2013, Engineering Department issued a Notice Inviting Sealed Bids. The Town Clerk’s Office received 10 sealed bids in response to the notice.

The project's bid opening was held on October 10, 2013, at the Town Council chambers and the apparent lowest bidder was announced as Security Paving Company, Incorporated. Each one of the opened bids was later reviewed and analyzed by Engineering Department for compliance with the requirements outlined in the notice. Engineering Department staff concluded that all 10 submitted bids were complete and that Security Paving Company, Inc., is, in fact, the lowest responsible, responsive bidder with a total bid amount of \$37,265,833.50 (thirty seven million two hundred sixty five eight hundred thirty three dollars and fifty cents).

Work will consist of construction of the new Yucca Loma Bridge over the Mojave River, roadway and drainage improvements on Yucca Loma Road near Kasanka Trail, grading, approach roadway and roadway widening to the west at Yates Road from the western approach to the Mojave Narrows Regional Park entrance, new soundwalls along Yates Road, new project restoration area on the north side of Yates Road, and a new outfall and interim regional drainage facility from Yucca Loma Road at Kasanka Trail to the Mojave River as indicated on the plans and specifications for construction of the Yucca Loma Bridge over the Mojave River and Yates Road Improvements. Project will require minor traffic control for equipment access and construction of the project by the Contractor and subcontractors as shown within the Contract Documents. Coordination and compliance is also required by the Contractor with the various regulatory agencies including, but not limited to, Army Corps of Engineers, Lahotan Regional Water Quality Control Board, California Department of Fish and Wildlife and San Bernardino County Flood Control District.

FISCAL IMPACT:

The total amount of the \$37,265,833.50 project expenses recommended to be awarded to Security Paving, the low bidder, are included in the Town's Adopted Budget for FY 2013-14 through 2015-16 as part of the Town's adopted Capital Improvement Program. The funding sources for the project include funding from bond proceeds issued by the former Redevelopment Agency for this project, Traffic Impact Fees, and SBCo Flood Control Zone 4. The funding agreements with SANBAG and SBCo require that the Town first pay the contractors then immediately seek reimbursement per each of the respective agreements C12227 and 13-227 with each agency.

LOCATION MAP



ATTACHMENT A

CONTRACT (AGREEMENT)

**CONTRACT (AGREEMENT)
TOWN OF APPLE VALLEY**

**YUCCA LOMA BRIDGE OVER THE MOJAVE RIVER,
PART OF THE LARGER PROJECT YUCCA LOMAROAD / YATES ROAD /
GREEN TREE BLVD TRANSPORTATION IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this ____th day of _____, 2013, by and between the TOWN OF APPLE VALLEY, a California municipal corporation, ("Town") and _____ ("Contractor").

WITNESSETH:

WHEREAS, the Town desires to contract with Contractor to perform the services detailed in the Notice of Inviting Bids, and the Contract Documents including the Plans and Specifications, as defined below, and

WHEREAS, the Contractor shall perform all work within the time stipulated in the Contract Documents and shall provide all labor, materials, equipment, tools, utility services, and transportation as required in strict compliance with the Contract Documents for the following Project:

**YUCCA LOMA BRIDGE OVER THE MOJAVE RIVER AND YATES ROAD
IMPROVEMENT PROJECT,
PART OF THE LARGER PROJECT YUCCA LOMAROAD / YATES ROAD /
GREEN TREE BLVD TRANSPORTATION IMPROVEMENT PROJECT
PROJECT 2013-04**

WHEREAS, the Contractor and its surety shall be liable to the Town for any damages arising as a result of the Contractor's failure to comply with this obligation.

WHEREAS, the Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as though set forth in full below.
2. Scope of Services. Town hereby employs Contractor to perform the work and provide the services and materials as described in the contract documents, attached hereto

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and incorporated herein by this reference, including miscellaneous appurtenant work. Contractor shall perform all Services under these Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The Contract Documents shall include but not limited to the following:

- a. Notice Inviting Seal Bids
- b. Special Provisions
- c. Proposal
- d. Bid Bond
- e. Information Required of Bidders
- f. Faithful Performance Bond
- g. Labor and Materials Bond
- h. Workers' Compensation Certificate of Insurance
- i. Standard Specifications of the State of California Department of Transportation dated May 2006 and applicable amendments dated 10/19/12.
- j. 2012 Standard Specifications for Public Works Construction (Greenbook)
- k. Contract Agreement
- l. Contract plans and drawings

In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.

3. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid according to the prices as submitted on the Bid Schedule of the Proposal, and in accordance with the Special Provisions.

4. Standard of Care. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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5. Indemnification. Contractor shall provide indemnification as set forth in the Special Provisions.

6. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of Town.

7. Termination. This Agreement may be canceled by Town at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, Town shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

8. Worker's Compensation Insurance. In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers Compensation Insurance. The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

9. General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Town Engineer and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

10. Retention. In accordance with Part 5 (Section 22300), Division 2 of the Public Contract Code, a contractor may substitute securities for retention moneys withheld by a public agency to ensure performance under this contract. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the Town of Apple Valley, or with a state or federally chartered bank, as the escrow agent, who shall then pay such moneys to the contractor, and upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

11. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney fees and court costs.

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12. Town Approval. All labor, materials, tools, equipment and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of Town or its authorized representatives.

13. Gratuities. Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to Town's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

14. Conflict of Interest. Contractor warrants that he is and will continue to be in compliance with all applicable conflict of interest laws.

15. Contractor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the Town Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the Job have been paid in full, and that there are no claims outstanding against the Project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

16. Notice to Town of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Town.

17. Books and Records. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the Town.

18. Legal Day's Work. Eight hours labor constitutes a legal day's work.

20. Inspection. The work shall be subject to inspection and testing by Town and its authorized representatives.

19. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age or handicap.

20. Governing Law. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

21. Written notice. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Town addressed as follows:

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Town Manager
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, California 92307

23. Clayton/Cartwright Acts Assignment. The Contractor agrees to assign to the Town 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Profession Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

24. Town Claims. Town does not waive any claims against Contractor by making any payment. The time limit for the Town to assert claims against Contractor shall not be limited by the Contract Documents but shall be in accordance with the laws of the State of California.

25. Notice of Third Party Claims. Pursuant to Public Contract Code Section 9201, the Town shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

26. State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

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TOWN OF APPLE VALLEY: YUCCA LOMA BRIDGE OVER THE MOJAVE RIVER & YATES ROAD IMPROVEMENTS

TOWN OF APPLE VALLEY

CONTRACTOR:

Mayor

By: _____

Title:

ATTEST:

By: _____

Title:

Town Clerk

"Corporate seal"

APPROVED AS TO FORM:

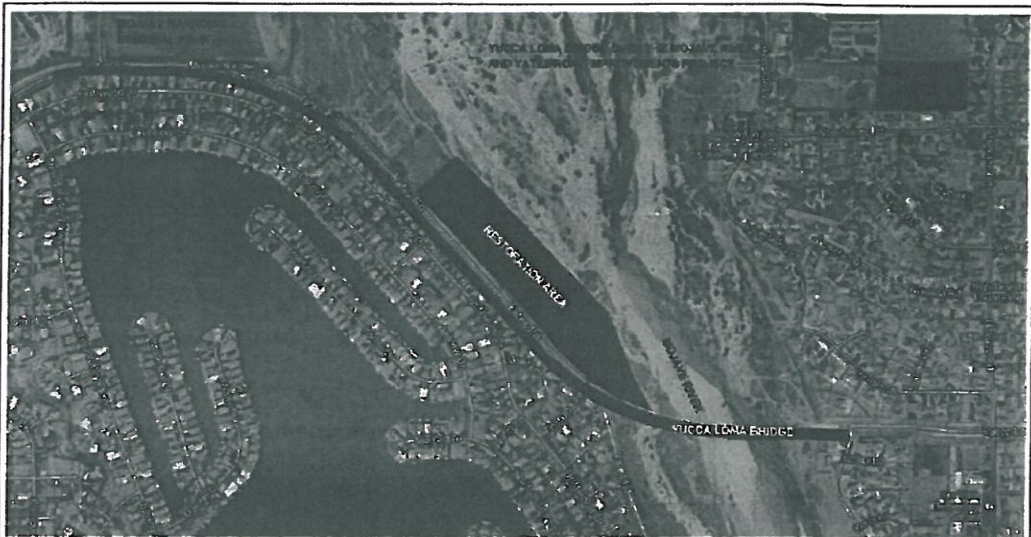
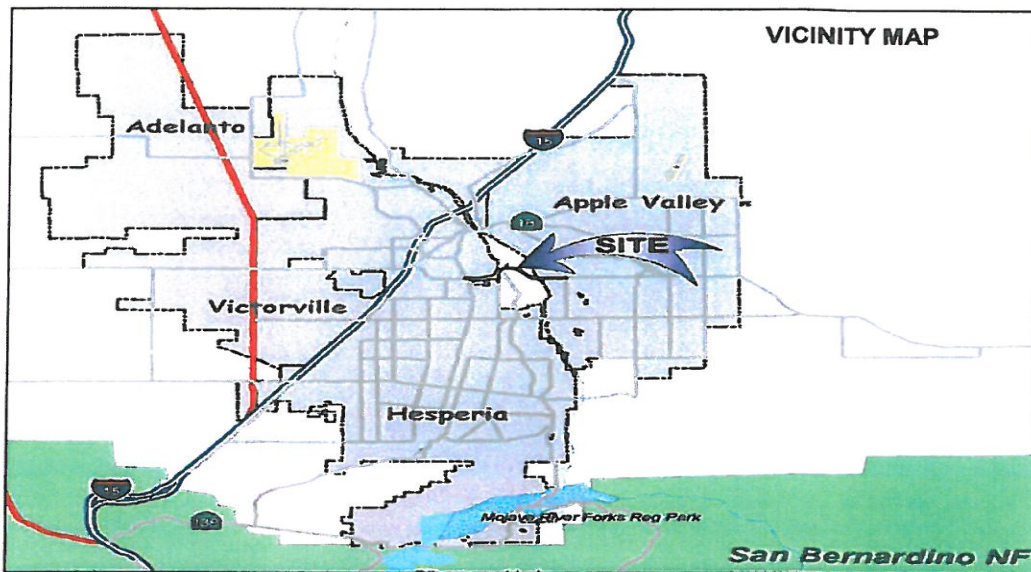
Town Attorney

APPROVED AS TO CONTENT:

Town Manager

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PROJECT VICINITY AND LOCATION MAPS



DOKKEN
CIVIL ENGINEERS
117 WILHELM BARRAC RD., SUITE 200
SUNNYVALE, CA 94086
P: 310-859-0445 FAX: 310-859-0442

PROJECT LOCATION MAP
YUCCA LOMA BRIDGE OVER THE
MOJAVE RIVER AND YATES ROAD IMPROVEMENTS



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