

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

313A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Construction of pedestrian sidewalk, installation of new fencing on the 68th Street Bridge over Interstate 15 and associated improvements in the Mira Loma area.

RECOMMENDED MOTION: That the Board accept the low responsive and responsible bid of Trinity Construction of Blue Jay, CA in the amount of \$119,826. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget shown on Attachment "A".

BACKGROUND: By Minute Order dated February 10, 2009 (agenda item 3.23) the Board authorized the Clerk of the Board to advertise for the construction of pedestrian sidewalk, installation of new fencing on the 68th Street Bridge over Interstate 15 and associated improvements in the Mira Loma area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 4, 2009. Eight responsive bids were

Juan C. Perez
Director of Transportation

JCP:jjj
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 119,826	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009
SOURCE OF FUNDS: State Safe Route to Schools (52%), Measure A/Western (48%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: MARSHA L. VICTOR
 DATE: 4/17/09
 Departmental Conference

Policy

Policy

Consent

Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref. 2/10/09, Item 3.23 | District: 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.33

The Honorable Board of Supervisors

RE: Construction of pedestrian sidewalk, installation of new fencing on the 68th Street Bridge over Interstate 15 and associated improvements in the Mira Loma area.

April 13, 2009

Page 2 of 2

received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive bid was submitted by Trinity Construction in the amount of \$119,826. The bid is \$56,174 (31.9%) less than the Engineer's Estimate. The contractor is qualified.

The Transportation Improvement Program provides for the construction of the subject improvements. The project will improve roadway safety within the project limits and provide a safe path of travel to VanderMolen Elementary school.

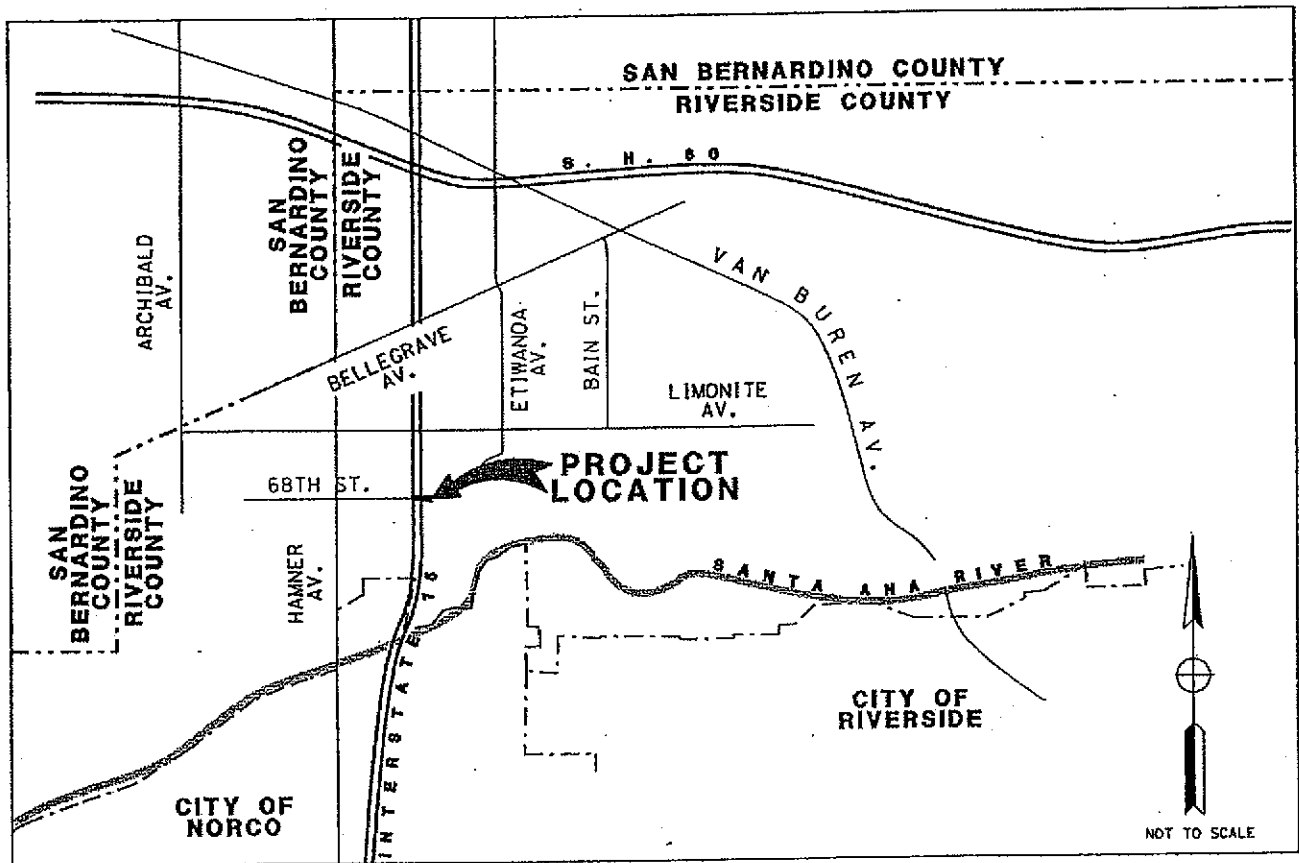
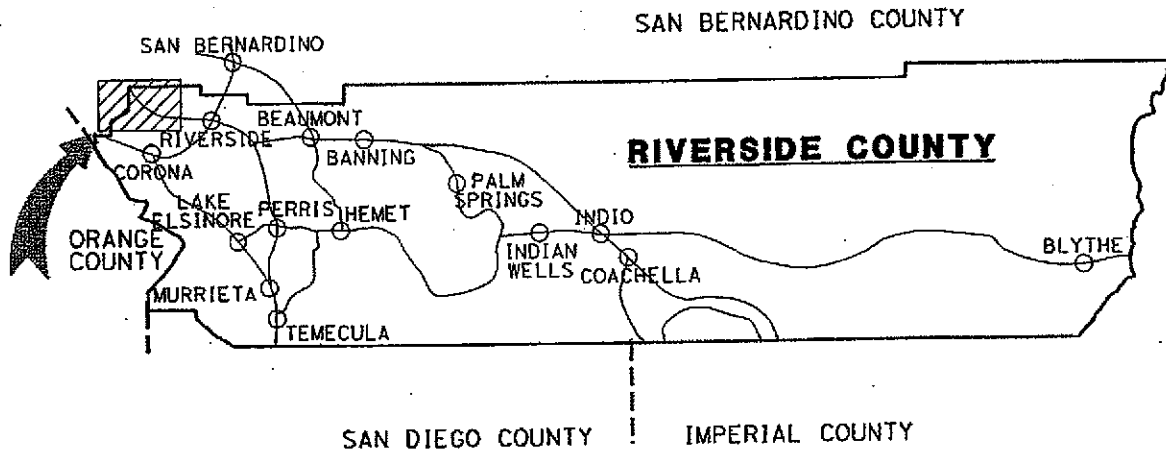
The project is partially funded with State SR2S funds for which the County successfully competed.

The Contractor has executed the contract and has provided bonds and insurance documents which meet the requirements of the contract.

Project No. B8-0661

COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

68TH STREET PEDESTRIAN WALKWAY AND BRIDGE RAILING / FENCES



PROJECT LENGTH = 762'
RANCHO JURUPA (STEARNS)
2008 THOMAS GUIDE PG 684, F-7
VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **68TH STREET PEDESTRIAN WALKWAY AND BRIDGE RAILING/FENCE**

Project No. (s): **B8-0661**

Expenses as of: 03/25/09

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	0	0	0	0	0
Environmental	352	500	852	2,000	1,000
Design	91,273	1,000	92,273	45,000	93,000
Right-of-way	3,688	1,000	4,688	3,000	5,000
Utilities	0	2,000	2,000	2,000	2,000
Construction	0	119,826	119,826	127,000	120,000
Construction Contingency 10.0%	0	11,983	11,983		12,000
Construction Engineering & Inspection 10.0%	5,000	12,000	17,000	23,000	17,000
Construction Survey 5.0%	0	6,000	6,000	5,000	6,000
Totals:	100,313	154,309	254,622	207,000	256,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
300	MEASURE A/ WESTERN	75,000	124,000
258	STATE SAFE ROUTE TO SCHOOL (SR25)	132,000	132,000
Totals		207,000	256,000

Comments

Road widening required, and added additional fence railing on the bridge and increased traffic control

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Trinity Construction**, hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **68th Street – Pedestrian Walkway and Bridge Railing/Fences Project No. B8-0661**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda **none** (n) **The Determination of Prevailing Wage Rates for Public Work.** (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

68TH STREET

PEDESTRIAN WALKWAY AND BRIDGE RAILING/FENCES

PROJECT NO. B8-0661

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	013903	450	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	\$7.00	\$3,150.00
2.	013905	1	EA	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	\$500.00	\$500.00
3.	066102	1	LS	DUST ABATEMENT	\$2,500.00	\$2,500.00
4.	074020	1	LS	WATER POLLUTION CONTROL	\$1,250.00	\$1,250.00
5.	120100	1	LS	TRAFFIC CONTROL SYSTEM	\$25,850.00	\$25,850.00
6.	150717	1,400	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	\$1.50	\$2,100.00
7.	151281	2	EA	SALVAGE ROADSIDE SIGN	\$100.00	\$200.00
8.	160101	1	LS	CLEARING AND GRUBBING	\$500.00	\$500.00
9.	190101	160	CY	ROADWAY EXCAVATION	\$44.00	\$7,040.00
10.	260201	26	CY	CLASS 2 AGGREGATE BASE	\$60.00	\$1,560.00
11.	390103	88	TON	HOT MIX ASPHALT	\$100.00	\$8,800.00
12.	394002	290	SQYD	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	\$21.00	\$6,090.00
13.	566011	7	EA	ROADSIDE SIGN - ONE POST	\$150.00	\$1,050.00
14.	800360	180	LF	CHAIN LINK FENCE (TYPE CL-6)	\$38.00	\$6,840.00
15.	833020	256	LF	CHAIN LINK RAILING [TYPE 3 MODIFIED]	\$71.00	\$18,176.00
16.	833032	256	LF	CHAIN LINK RAILING (TYPE 7)	\$90.00	\$23,040.00
17.	840519	860	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	\$2.50	\$2,150.00
18.	840656	3,40	LF	PAINT TRAFFIC STRIPE (2-COAT)	\$3.00	\$1,020.00
19.	000003	256	LF	REMOVE FENCE FABRIC AND RAILING	\$10.00	\$2,560.00
20.	850102	200	EA	PAVEMENT MARKER (REFLECTIVE)	\$2.25	\$450.00
21.	010601	1	FA	OBTAIN ENCROACHMENT PERMIT	\$5,000.00	\$5,000.00

PROJECT TOTAL One Hundred Nineteen Thousand Eight Hundred Twenty Six Dollars and no cents \$ 119,826.00
 ITEMS 1-21 "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

TRINITY CONSTRUCTION

BY _____
Chairman, Board of Supervisors

BY [Signature] _____

Dated _____

TITLE: Pres
(If Corporation, Affix Seal)

ATTEST:

Clerk of the Board

ATTEST:

BY _____
Deputy

TITLE: Sec. / CFO

BY _____
"County"
(Seal)

_____ "Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 4/7/09
MARSHAL VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

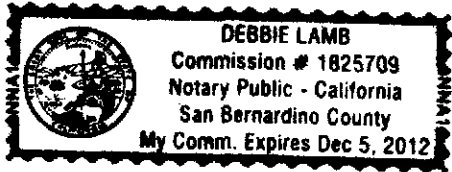
State of California

County of San Bernardino }

On March 20, 2009 before me, Debbie Lamb, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matt Carricaburu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

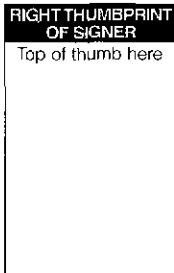
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

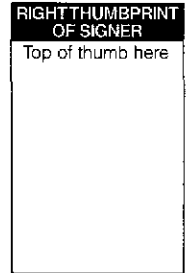
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____