

FORM APPROVED COUNTY COUNSEL  
 BY: Shirley Victor 7/13/09  
 DATE: MARSHAL L. VICTOR

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

711



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 July 13, 2009

**SUBJECT:** Edward-Dean Museum Waterproofing and Rehabilitation Improvement Project – Award of Contract

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept and award the construction contract to New Millennium Construction Services, Inc., in the amount of \$303,280;
2. Authorize the Chairman to execute the contract documents on behalf of the Board; and
3. Approve the project budget of \$343,608.

**BACKGROUND:** On June 16, 2009, the Board approved plans and specifications and authorized the Clerk of the Board to advertise the Notice of Inviting Bids for the Edward-Dean Museum Waterproofing and Rehabilitation Improvement Project. The improvements include, but are not limited to: the repair and replacement of water damaged areas of interior walls; the removal of mold, lead, and asbestos containing material inside and out; and the waterproofing of exterior portions of the building.

Continued

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 343,608	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Community Development Block Grant Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

*Jennifer L. Sargent*  
 BY: Jennifer L. Sargent

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.19, 6/16/09      District: 5      Agenda Number: 3.18

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

On July 8, 2009, the Clerk of the Board received and opened two (2) bids. Bids were received from New Millennium Construction Services, Inc., and Francisco Construction. The bid submitted by Francisco Construction did not include the contractor's proposal, and therefore, is non-responsive. After detailed review, Agency staff determined that the bid submitted by New Millennium Construction Services, Inc., is both responsive and complete.

It is recommended that the Board award the contract to New Millennium Construction Services, Inc., in the amount of \$303,280 and approve the project budget as follows:

Project Budget:

Construction	\$303,280
Inspections, Fees & Miscellaneous	\$ 10,000
Contingency	<u>\$ 30,328</u>
Total	\$343,608

## AGREEMENT FORM

THIS AGREEMENT entered into this 9th day of July, 2009, by and between New Millennium Construction Services, Inc., hereinafter called the "Contractor" and the County of Riverside, hereinafter called the "Owner".

### WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

**CONTRACT:** The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of the Edward-Dean Museum Waterproofing and Rehabilitation Project in strict accordance with the plans and specifications dated, April 21, 2009, prepared by Jeff Katz Architecture, hereinafter called the "Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within Forty-Five (45) Calendar Days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

Contractor and Owner do hereby acknowledge that this Contract will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S.

Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010).

**COMPENSATION TO BE PAID TO CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Three Hundred Three Thousand Two Hundred Eighty Dollars (\$303,280), being the total of the Base Bid plus alternates 1 and 2.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmens' 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.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 3 counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

\_\_\_\_\_  
\_\_\_\_\_

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation LEE KEMBLE

Name of Secretary of Corporation LEE KEMBLE

Corporation is organized under the laws of the state of CALIFORNIA

FORM APPROVED COUNTY COUNSEL

BY: MARSHAL VICTOR DATE \_\_\_\_\_

Firm Name NEW MILLENNIUM CONSTRUCTION SERVICES, INC.

Signature Lee Kauler

Title of Office PRESIDENT / SEC.

Address 324 S. DIAMOND BAR BLVD #230, DIAMOND BAR, CA 91765

Contractor's License No. 849024 - B

AFFIX  
SEAL

Attest:

Deputy

Owner

By

Seal

Chairman, Board of Directors

FORM APPROVED COUNTY COUNSEL

BY: MARSHAL VICTOR 7/13/09  
DATE

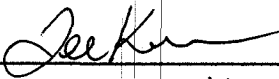
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKER'S COMPENSATION INSURANCE**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

- a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or
- b) by securing from the Director of Industrial Relations, a Certificate of Consent to Self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that 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.

Signature:  Date: 7-9-09  
Printed Name: LEE KEMPLE Title: PRESIDENT  
Company: NEW MILLENNIUM CONSTRUCTION SERVICES, INC.  
Address: 324 S. DIAMOND BAR BLVD #230  
DIAMOND BAR CA 91765

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed by Contractor and filed with the awarding body prior to Contractor performing any work under this Contract.)