

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

851



SUBMITTAL DATE:
July 30, 2009

FROM: Economic Development Agency

SUBJECT: French Valley Airport Apron Rehabilitation Contract

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid and award the contract to Team West Contracting Corporation Southwest, Inc. in the amount of \$218,632.00;
2. Authorize the Chairman to sign the contract documents on behalf of the Board; and
3. Delegate Change Order authority to the Assistant County Executive Officer/EDA or designee in amounts that are in accordance with Board Policy B-11.

BACKGROUND: On April 28, 2009, the Board authorized the Clerk of the Board to advertise the notice inviting bids for the project. The project will repair and rehabilitate the aircraft parking apron located at the French Valley Airport. Completion of the project will result in safer, more efficient operations at the airport, which is consistent with the airport's Master Plan.

(continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 218,632	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%); California Department of Transportation Grant Fund (2.5%); and Airport Funds (2.5%).	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: _____
Departmental Concurrence

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

Prev. Agn. Ref.: 4/28/09 3.9

District: 3rd

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 40

BACKGROUND (continued):

The project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and County Counsel, and are consistent with current guidelines for general aviation facilities. On June 8, 2009, three bids were submitted for the Apron Rehabilitation project which consisted of a single base bid.

Following is a summary of the base bid award:

<u>Contractor</u>	<u>Total Base Bid</u>
Team West Contracting Corp.	\$218,632.00
Road Builders, Inc	\$231,460.00
Pavement Coatings Co.	\$253,998.13

Recommendation

Staff recommends that the Board accept the bid of Team West Contracting Corp. and award the contract in the amount of \$218,632.00. The Federal Aviation Administration has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

CONTRACT AGREEMENT
FRENCH VALLEY AIRPORT "APRON REHABILITATION PROJECT"
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS

THIS AGREEMENT, made and entered into this 15th day of July, 2009, by and between the County of Riverside, organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and Team West Contracting Corporation of the City of Riverside, County of Riverside, State of California, hereinafter designated the CONTRACTOR.

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, PROJECT SPECIFICATIONS, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: "Airport Sealcoat Project".

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the PLANS, PROJECT SPECIFICATIONS, and Contract Documents. The PROJECT SPECIFICATIONS and Contract Documents and DRAWINGS furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the PROJECT SPECIFICATIONS and Contract Documents are made a part of this Agreement when and as approved by the County of Riverside, are intended to be complementary, and all PROJECT SPECIFICATIONS and Contract Documents, PLANS, DRAWINGS, or prints furnished by the Contractor and approved by the County of Riverside shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said PLANS, PROJECT SPECIFICATIONS, and Contract Documents, DRAWINGS, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. Ø, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the County of Riverside, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the County of Riverside, California and said CONTRACTOR, that the Aviation Division of the County of Riverside, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

Contract bid price: \$218,632.00

SEAL (ATTEST)

COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

Chairman, Board of Supervisors

APPROVED (AS TO FORM):
FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE _____
County Counsel

Team West Contracting Corporation
(CONTRACTOR)

Jerry R. Pacheco
Title: Jerry R. Pacheco, President

Michael W. Ellefson
Title: Michael W. Ellefson, Secretary

WITNESSES:

(CORPORATE SEAL)

Address: _____

Phone: _____

Contractor's License No. 934352

Classification and Expiration Date: A C-12 06/01/2010