

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

184



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 29, 2010

SUBJECT: Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Mockingbird Canyon area and Adoption of Resolution No. 2011-015, amending Resolution No. 93-047, Delegating Authority to the Director of Transportation as to Change Orders and Emergency Work.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify contract award to Match Corporation of San Bernardino, CA for emergency repair work that the Transportation Department declared as an emergency of behalf of the County of Riverside, and;

Juan C. Perez
Director of Transportation

JCP:jrj:HS:llr
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 330,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
SOURCE OF FUNDS: Gas Tax (100%)				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: 12/30/10
Departmental Concurrence

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

Prev. Agn. Ref. 3/30/93, Item 3.9 | **District:** 1, All | **Agenda Number:**

3.80

The Honorable Board of Supervisors

RE: Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Mockingbird Canyon area and Adoption of Resolution No. 2011-015, amending Resolution No. 93-047, Delegating Authority to the Director of Transportation as to Change Orders and Emergency Work.

December 29, 2010

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2. Adopt Resolution No. 2011-015, Amending Resolution No. 93-047, Resolution Delegating Authority to Director of Transportation as to Change Orders and Emergency Work.

BACKGROUND:

The Director of Transportation has entered into an emergency contract on December 29, 2010 with the firm, Matich Corporation of San Bernardino, California, to provide emergency storm repair work on Mockingbird Canyon Road, southerly of Van Buren Boulevard in the Mockingbird Canyon area. The contract was executed in accordance with authority that the Board has delegated to the Director of Transportation by Resolution No. 93-047, and has been approved as to legal form by County Counsel.

Recent storms have flooded and damaged Mockingbird Canyon Road, southerly of Van Buren Boulevard. County crews closed the roadway, and immediate storm repair work was determined by the Transportation Department to be necessary to safeguard the motoring public. This road has washed out in four places due to the rains and was in danger of completely undermining. It was necessary to initiate immediate repair to provide traffic and emergency access, as well as to stabilize a major Western Municipal Water District water line within the road that was in danger of being undermined. Matich was immediately available to mobilize and start the repairs. They placed k-rail barriers to protect the residents using the road for access within 3 hours of contacting them and initiated repair work the following day. The road repair is expected to be completed by the end of January, barring any further setbacks with subsequent storms.

The amount of this contract is currently for \$330,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent storms cause additional road damage.

This Form 11 also adopts Resolution No. 2011-015, amending and replacing Resolution No. 93-047. Resolution No. 93-047, adopted March 30, 1993, which states that emergency contracts to safe guard life, health or property can be authorized by the Director of Transportation up to \$300,000. Since 1993, the cost of construction (based on the Engineering News Record CCI) has increased by 75%, which would translate to \$525,000 in today's dollars. The recommendation is to set the emergency contract amount up to \$500,000, which should cover most anticipated significant emergency road repairs. The resolution still requires that the Director report back to the Board in a public meeting with 14 calendar days of executing the contract, or at the next regularly scheduled meeting beyond that.

Resolution No. 2011-015 also brings the limits for change order authority that is delegated to the Director of Transportation current with the Public Contracts Code. The substantive change from what has been in place since 1993 is to increase the individual change order limit that can be approved by the Director of Transportation from \$100,000 to \$150,000. This provides the Transportation Department the ability to keep construction projects moving expeditiously and

The Honorable Board of Supervisors

RE: Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Mockingbird Canyon area and Adoption of Resolution No. 2011-015, amending Resolution No. 93-047, Delegating Authority to the Director of Transportation as to Change Orders and Emergency Work.

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deal with problems as they arise in the field to complete work as soon as possible and reduce potential delay costs.

This work is being performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded from Gas Tax until such time as disaster relief funds may become available for reimbursement.

Project No. 45-111101

2
3 **RESOLUTION NO. 2011-015**

4 **RESOLUTION DELEGATING AUTHORITY TO DIRECTOR OF**
5 **TRANSPORTATION AS TO CHANGE ORDERS AND EMERGENCY WORK**

6 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California,
7 in regular session assembled on _____, 2011, as follows:

8 1. That Resolution No. 93-047 adopted by the Board on March 30, 1993 is hereby
9 superseded effective immediately.

10 2. That the Board delegates to the Director of Transportation authority to execute in the
11 name of the County of Riverside, change orders for any contract work upon county highways or
12 transportation facilities pursuant to Public Contract Code §20395.

13 The authority of the Director of Transportation to approve change orders shall be as follows:

14 For contracts of \$50,000 or less, a change or cumulative changes shall not exceed a total of
15 \$5,000.

16 For contracts of more than \$50,000 but not to exceed \$250,000, a change or cumulative
17 changes shall not exceed a total of ten percent (10%) of the original contract amount.

18 For contracts of more than \$250,000, a change order shall not exceed \$25,000 plus five
19 percent (5%) of the original contract in excess of \$250,000. An individual change order shall not
20 exceed \$150,000 and cumulative change orders shall not exceed ten percent (10%) of the original
21 contract amount. In no case shall an individual change or cumulative changes cause the total contract
22 amount to exceed the budget amount approved by the Board of Supervisors.

23 3. That the Board delegates to the Director of Transportation (or that registered civil
24 engineer acting under authority of the Director of Transportation, pursuant to Streets and Highways
25 Code §2006.1) authority to execute in the name of the County of Riverside written emergency
26 contracts for material purchase or both work and material for the repair, maintenance or safeguarding

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 11/30/16

1 of county highways and transportation facilities, without advertising for bids, when in the judgment of
2 the Director of Transportation the public interest and necessity demand immediate action to safeguard
3 life, health or property pursuant to Public Contract Code §20395. In no case shall the expenditure
4 upon any such written contract exceed the sum of \$500,000. Any such emergency contracts executed
5 by the Director of Transportation shall be reported by the Director to the Board in public meeting within
6 fourteen calendar days following execution of such contract or the first regularly scheduled Board
7 meeting thereafter.

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County of Riverside

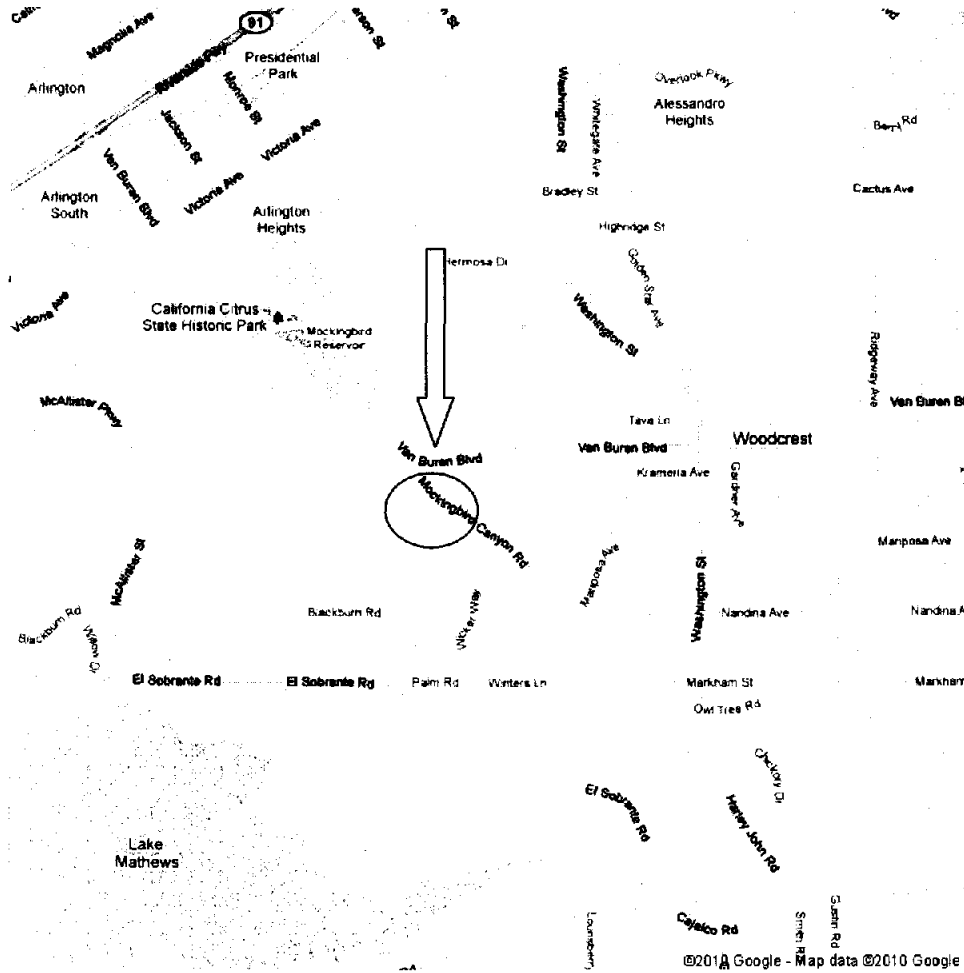
Department of Transportation

Emergency Storm Damage Repair Work

Mockingbird Canyon Road
Southerly of Van Buren Boulevard

Project No. 45-11101

Vicinity Map



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 **Matich Corporation**, hereafter called "Contractor".

WITNESSETH

Recitals:

1. Contractor has submitted to County his / her Contractor's Proposal for the construction of County Project, **Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Project . 45-111101**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he / she 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 / she can presently do the work in accordance with the Contract Documents for the money set forth in his / her 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 and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, ~~(l) The Plans,~~ ~~(m) Addenda _____,~~ (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 tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

The work to be done is emergency road repair work, to be performed on a force-account basis, as described in the special provisions.

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 / her 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 /her 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:

- (A) 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.
- (B) 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.
- (C) 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

The Contractor agrees to receive and accept payment, on a force account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole there of, in the manner according to ~~the plans and~~ specifications, and the requirements of the Engineer.

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

COUNTY OF RIVERSIDE

MATICH CORPORATION

BY: [Signature]

Juan C. Perez
Director of Transportation

DATED: 12/29/10

BY: Polito M. Ulatok

TITLE: V.P.
(If Corporation, Affix Seal)

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 12/29/10
NEAL R. KIPNIS DATE

ATTEST: [Signature]
TITLE: Senior Civil Engineer
County of Riverside

Licensed in accordance with an act providing for the registration of Contractors,

License No. 149783A

Federal Employer Identification Number:

95-1810911

"Corporation"
(Seal)

PERFORMANCE BOND

Recitals:

1. Matich Corporation (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Project No. 45-111101.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 330,000.00 (Three hundred thirty thousand dollars and no cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Matich Corporation, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$330,000.00 (Three hundred thirty thousand dollars and no cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Emergency Storm Damage Repair Work, Mockingbird Canyon Road, Southerly of Van Buren Boulevard, Project No. 45-111101.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.