

Departmental Concurrence

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



FROM: TLMA- Transportation

SUBMITTAL DATE:
 December 14, 2015

SUBJECT: Approval of the Agreement with Griffith Company to construct ten (10) Awning Structures with Concrete Pads for the Transportation Department. All districts [\$195,000.00]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the service agreement with Griffith Co. for \$195,000, for a one time construction of ten (10) Awning Structures and Concrete Pads at the District Road Maintenance Yards throughout Riverside County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the statutory limits as set forth in the Public Contract Code as approved by County Counsel.

BACKGROUND:

Summary
 See Page 2.

Patricia Romo
 Patricia Romo, Assistant Director
 Transportation Department

Juan Perez
 Juan Perez, Director
 Transportation and Land Management Agency

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 195,000	\$	\$ 195,000	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Gas Tax (100%)
 Budget Adjustment: No
 For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: Tina Grande
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Agreement with Griffith Company to construct ten (10) Awning Structures with Concrete Pads for the Transportation Department. All Districts; [\$195,000.00]; Local Funds 100%

DATE: December 14, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The County of Riverside is regulated by the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits applicable to three primary watersheds (Santa Ana River, Santa Margarita River, and Whitewater River). Pursuant to Clean Water Act Section 402(p)(3)(B)(iii), NPDES MS4 permits "...shall require controls to reduce the discharge of pollutants to the maximum extent practicable,..." The State Water Resources Control Board legal counsel addressed the maximum extent practicable (MEP) standard in stating:

"To achieve the MEP standard, municipalities must employ whatever Best Management Practices (BMPs) are technically feasible (i.e., are likely to be effective) and are not cost prohibitive. The major emphasis is on technical feasibility. Reducing pollutants to the MEP means choosing effective BMPs, and rejecting applicable BMPs only where other effective BMPs will serve the same purpose, the BMPs would not be technically feasible, or the cost would be prohibitive."

Equipment, materials (new and recyclable), and wastes are stored outside at each of the County of Riverside Transportation Department's (Transportation Department) District Road Maintenance Yards. These items may be rusty, corroded, greasy, or contain fluids that may leak or spill. Precipitation and storm water runoff may become polluted when contacting equipment, materials (new and recyclable), and wastes stored outside without appropriate and adequate BMPs. Storage in a designated area, on an impervious surface (concrete) that is covered by an awning prevents pollution of storm water runoff by eliminating contact.

Griffith Company is to construct ten concrete slabs (each 15 feet by 50 feet) and awnings to cover the concrete slabs at ten of the Transportation Department's District Road Maintenance Yards for a total price of \$195,000. Ongoing maintenance cost of the concrete slabs and covers will be borne by the Transportation Department. The road maintenance yards are located in all five Supervisory Districts.

Impact on Citizens and Businesses

Awnings and concrete pads for outside storage will minimize storm water pollution, thereby protecting the water resources of Riverside County. Due to the increasing likelihood of an El Nino weather pattern, the expedient construction of these concrete pads and awning coverings is desired.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

Purchasing released a Request for Quotation, e-mailing solicitations to five (5) construction bid boards. Two (2) responses were received, with proposals submitted by two (2) vendors.

The two quotations were reviewed by department experts for material usage and overall price was evaluated by the procuring contract specialist. The Griffith Company was determined to be the most responsive, responsible bidder, and lowest priced. It is recommended the Griffith Company be given the award for the amount not to exceed of \$195,000.

ATTACHMENTS:

Agreement

AGREEMENT FORM

Page 1 of 2

THIS AGREEMENT, entered into this 16th day of July, 2015, by and between Griffith Co., hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

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, Instructions to Bidders, Contractor's Quote, Wage Schedule according to the State of California, Payment and Performance Bonds, Plans and Specifications plus any Addenda thereto, General Conditions, including all terms and conditions to the Agreement. All Contract documents are intended to cooperate and become complimentary 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 necessary ten (10) 15ft by 50ft concrete pad and freestanding cover, in strict accordance with the plans and specifications as prepared by Transportation Land Management Agency (TLMA) hereinafter called the "County", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **Ninety (90) 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.

COMPENSATION TO BE PAID TO CONTRACTOR: The County 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 One Hundred Ninety Five Thousand \$(195,000) being the total of the base bid plus the following alternatives:

Addendum No's _____

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 certification: "I am 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 I will comply with such provisions before commencing the performance of work of this contract".

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

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:

Request for Quotation # TLARC-437

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Bid Issue Date: 6/23/2015
Job Walk Date: 7/7/2015
Bid Closing Date: 7/21/2015
on or before 1:30 P.M. Pacific Time

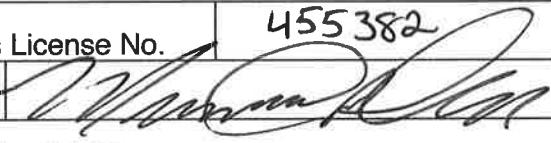
AGREEMENT FORM

Page 2 of 2

Type of Contractor's organization: Individual / Sole Proprietor

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

IF OTHER THAN CORPORATION EXECUTE HERE:

Firm Name:	Griffith Co.
Address:	213 W. La Cadena Drive
Contractor's License No.	455382
Signature:	
Title:	Owner

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

Name of President of Corporation:	
Name of Secretary of Corporation:	
Corporation organized under the laws of the State of	
Firm Name:	
Address:	
Contractor's License No.	
Signature:	
Title:	

DO NOT COMPLETE BELOW THIS LINE

Attest:

Authorized Signature (County)

(Official Title)

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 7/11/2016
MARSHA L. VICTOR DATE

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BID BOND

Page 1 of 2

Michael G. Allen

KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned dba: Griffith Co., as Principals; and American Contractors Indemnity Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "County," in the sum of twenty thousand and 00/100 Dollars (\$ 20,000.00) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote to ten (10) 15ft by 50ft concrete pads and freestanding covers.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the County as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
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BID BOND

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 20th day of July, 2015, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

Michael G. Allen dba: Griffith Co.		
(Firm Name – Principal)		
213 West La Cadena Drive, Riverside, CA 92501		Affix Seal if Corporation
(Business Address)		
		
(Original Signature)		
By	<u>Owner</u>	
(Title)		

=====

American Contractors Indemnity Company		
(Corporation Name – Surety)		
625 The City Drive South, Suite 130, Orange, CA 92868		Affix Corporate Seal
(Business Address)		
By		
(Original Signature) Anthony Yau		
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

=====

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 7/20/2015 before me, Angela K. Kim, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Anthony Yau
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.

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

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# BB2000399 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Anthony Yau
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

AMERICAN CONTRACTORS INDEMNITY COMPANY



American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

ANTHONY YAU

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2000399, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00). This Power of Attorney shall expire without further action on December 20th, 2017.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of December 2014.

State of California
County of Los Angeles SS:



AMERICAN CONTRACTORS INDEMNITY COMPANY
By: Adam S. Pessin
Adam S. Pessin, President

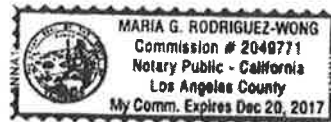
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 Michael Chalekson (seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 2015.

Bond No. BB2000399
Agency No. 9007



Michael Chalekson
Michael Chalekson, Assistant Secretary

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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Telephone: (951) 955-4937
Return bid to address above:

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Bid Closing Date: 7/21/2015
on or before 1:30 P.M. Pacific Time

CONTRACTOR'S QUOTE

Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No. 3 Date: 7/13/2015
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

COST SUMMARY

LABOR \$ 78,700
MATERIALS \$ 93,000
ALL OTHERS \$ 23,300
BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ 195,000

Sum quoted includes all applicable taxes, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resultant contract.

PAYMENT TERMS: Method X Lump Sum at Completion
(Prompt Pay Discount) ~~_____~~ Progress Payments

EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.

Prior to issuance of an order, a Certificate of Liability Insurance, including Endorsements, Waiver of Subrogation and required bonds must be on file with the County Purchasing Office. Bidder agrees to commence work within **10** calendar days after receipt of purchase order and will complete work within **90** calendar days thereafter.

Company: Griffith Co.

Address: 213 W. La Cadena Drive City: Riverside State: CA Zip: 92501

I hereby swear under penalty that the information provided is true and correct.

Print name: Michael Allen

Signed by: [Signature] Date: 7/24/15

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CONTRACTOR'S QUOTE

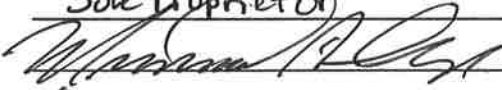
Page 3 of 4

AWARD OF BID

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the County and the undersigned further agrees that upon request he or she will promptly execute and deliver to County a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the County in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the County as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

Name of Bidder: Griffith Co.
Type of Organization: Sole Proprietor
Signed By: 
Title of Signer: Owner
Address of Bidder: 213 W. La Cadena Dr., Riverside, CA 92501
Telephone No.: (951) 684-4800 Email: Mike@griffithawnings.com
Contractor's License No.: 455382 Classification: B Expires: 10/31/2015

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

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CONTRACTOR'S QUOTE

Page 4 of 4

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid

State of California)

ss.

County of Riverside)

Michael Allen

, being first duly sworn, deposes and says:

That he or she is owner of Griffith Co. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



(Authorized Company Representative)

Subscribed and sworn to before me

Insert NP stamp or seal below

this _____ day of _____, 2015

Signature of Notary Public officer administering oath

California Loose Certificate Attached

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

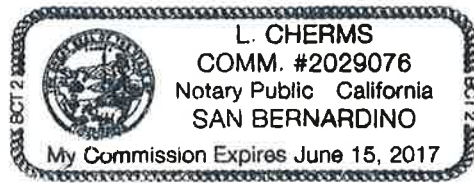
Subscribed and sworn to (or affirmed) before me on this 20 day of July,

2015 by Michael G. Allen

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature _____

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.