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

139



FROM: Economic Development Agency

January 13, 2010

SUBJECT: Chiriaco Summit Airport Ramp Rebuild Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Accept the low bid and award the contract to Interwest Pacific, Ltd. in the amount of \$233,665.00;
- 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 September 1, 2009, the Board authorized the Clerk of the Board to advertise the Notice Inviting Bids for the Chiriaco Summit Airport Ramp Rebuild project. The purpose of the project is the rehabilitation of the Apron Taxiway area adjacent to Runway 6-24 located at the Chiriaco Summit Airport, and is consistent with the airport's development plan. Specific improvements will include apron reconstruction, segmented circle placement, and airfield markings, in keeping with current State Division of Aeronautics guidelines for General Aviation facilities.

Robert Field

Assistant County Executive Officer/EDA

F	NANCIAL
	DATA

Current F.Y. Total Cost: Current F.Y. Net County Cost: Annual Net County Cost: \$ 256,665 \$ 0

\$0

In Current Year Budget: Budget Adjustment:

For Fiscal Year:

Yes No 2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: California Department of Transportation Grant Fund and Airport Funds.

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent:

None

Date:

January 26, 2010

XC:

EDA

Kecia Harper-Ihem

Clefk of the Board

Deputy

Prev. Agn. Ref.: 09/01/09 3.38

District: 4

Agenda Number:

.10

ATTACHMENTS FILED

Departmental Concurrence

MAPPROVEDISOUR NEAL R. KIPNIS

Policy Policy

Consent

o O

Exec.

Pe

Dep't Recomm.:

Chiriaco Summit Ramp Rebuild Project January 13, 2010 Page 2

BACKGROUND: (Continued)

The California Division of Aeronautics will review and approve the contract documents. The project will be funded with Caltrans Division of Aeronautics grants and Aviation Division capital improvement funds and there will be no impact upon the County's General Fund. The project documents have been reviewed and approved by California Division of Aeronautics and County Counsel, and are consistent with current guidelines for general aviation facilities. On September 1, 2009, two bids were submitted for the project which consisted of a single total base bid.

Following is a summary of the base bid award:

Contractor Interwest Pacific, Ltd.

Total Base Bid \$233,655.00 \$252,400.00

Wheeler Paving, Inc

Budget

Construction Contingency

\$233,655.00 \$ 23,000.00

Recommendation

Staff recommends that the Board accept the bid of Interwest Pacific, Ltd and award the contract in the amount of \$233,655.00. California Division of Aeronautics has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

CONTRACT AGREEMENT CHIRIACO SUMMIT AIRPORT

COUNTY OF RIVERSIDE

NEW SEGMENTED CIRCLE, SLURRY SEAL TAXIWAY, AND RAMP REBUILD AND REPAINT

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:

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, 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. 2, 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 the 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.

SEAL (ATTEST)	KECIA HARPER-II	COUNTY OF	TY OF RIVERSIDE, CALIFORNIA R)		
	By DEPL	Kles_	MARION ASH	LEY	
		Muc	Jun Alle oard of Supervisors	leg	
APPROVED (ASTO	FORM):	Inter	Nu blaiser	LTO	
Courty Courtset	\mathcal{O}	(CONTRACT	OR)		
WITNESSES:		Title:	20		
		ride			
		(C	ORPORATE SEAL)		
Address: P.o. Bo	K 1450 SOLAN	A Beach CA	92075		
Phone: 858-2					
Contractor's License I					
Classification and Exp	piration Date: A B C-7	11/80 JAH 1	?		

PERFORMANCE BOND

BOND NO. SSB-392588 Premium: \$5,173.00

RE	ECITALS:	rremrum.	42,173.00
			Premium Based
1.	Interwest Pacific, Ltd.		
	into an Agreement dated <u>November 23, 2009</u> with the (COUNTY) for construction of public work known as New Sogments	, (CONTRACTOR	R) has entered
	(COUNTY) for construction of public work known as New Segmente and Ramp Rebuild and Repaint at Chiriaco Summit Airport for the R	COUNTY OF RIV	ERSIDE
	and Ramp Rebuild and Repaint at Chiriaco Summit Airport for the P	d Circle, Slurry S	eal Taxiway,
	Airport for the P	roject.	• •
2.	RLI INsurance Company		
	, corporation (Surety), is the Surety under this Bond.	nois	
AGI	REEMENT:		
We,	CONTRACTOR as Principal and C		
Cou	, CONTRACTOR, as Principal, and Surety, jointly and severally agree,	state, and are bo	und unto
1.	The amount of the obligation of this Bond is one hundred percent (10 CONTRACT PRICE for the PROJECT of \$ 233,665,00	2004)	
	CONTRACT PRICE for the PROJECT of \$ 233,665.00	0%) of the estima	ited
	of COUNTY.	and inures	to the benefit
2.	This Bond is exposed at the second		
	This Bond is exonerated by CONTRACTOR doing all things to be ken conformance with the Contract Documents for the PROJECT: otherwise	ot and performed	hy it in atmiat
	conformance with the Contract Documents for the PROJECT; otherwise of COLINE ACTOR doing all things to be kep effect for the recovery of loss, damage, and expense of COLINE ACTOR.	ise it remains in fu	Ill force and
	effect for the recovery of loss, damage, and expense of COUNTY resi	ulting from failure	of
_	and a securification of the securification o	orated herein.	
3.	This obligation is binding on our successors and assigns.		
4.	For value received. Supply 1		
	For value received, Surety stipulates and agrees that no change, time CONTRACTOR, alteration, or addition to the terms and requirements.	extension, prepa	vment to
	CONTRACTOR, alteration, or addition to the terms and requirements the work to be performed thereunder shall affect its obligations because	of the Contract Do	Ocuments or
•	Sacrifications, except the total CONTRACT PROGRAMME	der and waives no	tice as to
į	such matters, except the total CONTRACT PRICE cannot be increase percent (25%) without approval of Surety.	d by more than tw	enty-five
	· I		-
וחוס	BOND is executed as of <u>December 18, 2009</u>		
By: _ /	Mark. 2em		
(Á	Type Name Patri	cia Zenizo	
	Its Attorn	ey in Fact	
Na	Insurance Company		
140	and or Surety		
By:			
T:41			
Title:	Contract II		
,	Contractor" Interwest Pacific, Ltd.		
NOTE:			
	This Bond must be executed by both parties with corporate seal af be acknowledged.	fixed. All signatu	res muet
	9	gata	. oo must

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Los Angeles On <u>December 18, 2009</u> before me, M. S. Rodriguez, Notary Public Here Insert Name and Title of the Officer personally appeared PATRICIA ZENIZO 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(iee), 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. M. S. RODRIGUEZ I certify under PENALTY OF PERJURY under the laws NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY of the State of California that the foregoing paragraph is **COMMISSION # 1634377** true and correct. MY COMM. EXPIRES JAN. 2, 2010 WITNESS my hand and official seal. Place Notary Seal Above 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: Number of Pages: _____ Document Date: ___ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:____ Signer's Name: Individual Individual ☐ Corporate Officer — Title(s): _ ☐ Corporate Officer — Title(s): __ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General X Attorney in Fact OF SIGNER ☐ Attorney in Fact Top of thumb here Top of thumb here □ Trustee □ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator ☐ Other: ______ Other: Signer Is Representing: ____ Signer Is Representing: ____

PAYMENT BOND

BOND NO. SSB-392588 Premium Included in Performance Bond.

(Public Work Civil Code 3247 et seq.)

The makers of this Bond are Intervent	Destat	
The makers of this Bond are <u>Interwest</u> CONTRACTOR, and <u>RLI Insurance Constitution</u> issue Surety Bonds in California, as Surety,	Pacific, Ltd.	_, as Principal and Original
issue Surety Bonds in California, as Surety, works contract dated <u>November 23, 20</u>	.ошрапу,, а	a corporation, authorized to
Works contract dated Name 1	and this Bond is issued in conjunc	tion with that certain public
works contract dated <u>November 23, 20</u> entity, as OWNER, for \$ 233,665.00	09,, between Principal and Co	ounty of Riverside a public
entity, as OWNER, for \$ 233,665.00 BOND IS 100 PERCENT (100%) OF SA	, the total amount Pavable	THE AMOUNT OF THE
BOND IS 100 PERCENT (100%) OF SA consisting of Slurry Taxiway, Ramp Rebuild	ID SUM. Said CONTRACT is	for public word
consisting of Slurry Taxiway, Ramp Rebuild Airport.	and Repaint, and new Segmented	Circle at Ohio
Airport,	, sy and now boginerized	Circle at Chiriaco Summit
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The beneficiaries of this Bond are as stated tions of this Bond are as set forth in 3248, 3 consents to the extension of time for perform	3240 3250 and the	e requirements and condi-
consents to the extension of time for perform	one of and 3252 of said Cod	e. Without notice, Surety
consents to the extension of time for perform prepayment under said CONTRACT.	ialice, change in requirements, an	nount of compensation, or
		•
Dated: December 18, 2009	INTERLIECE DAGINES	
	INTERWEST PACIFIC, L'	rD.
DI T. TMOTOR AND A	Original Contractor	,
RLI INSHRANCE COMPANY	By: But if N	e leani
By: Jakou Lan o		
Its Attorney in Eact	Title: CEO	
Patricia Zeniao	(If corporation, affix se	eal)
STATE OF CALIFORNIA		
STATE OF CALIFORNIA)	
COUNTY OF) ss.	
ACKNOWLEDGEMENT) SURET	Y'S
0-		
On, before me	personally appeared person whose	
the name of said corporation thereto, and acknowledge thereto, and his name as its attorney in fact.	owledged that he subscribed the n	e name is subscribed
thereto, and his name as its attorney in fact.		ame of said corporation
	Notary Public	(SEAL)
NOTE: All signatures must be notarized.		(was the)
notalized.		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California	in the second of
County of Los Angeles	 }.
On <u>December 18, 2009</u> before me, <u>M.</u>	S. Rodriguez, Notary Public Here Insert Name and Title of the Officer
personally appeared PATRICIA ZENIZO	•
porconally appeared	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.
G NOTAKY PUBLIC - CALIFORNIA	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.
Place Notary Seal Above	Signature M. S. Koduzus Signature of Notary Public
	ONAL ————————————————————————————————————
Though the information below is not required by law, it n and could prevent fraudulent removal and rea	nay prove valuable to persons relying on the document ttachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
X Attorney in Fact ☐ Trustee OF SIGNER Top of thumb here	☐ Attorney in Fact ☐ Trustee ☐ Trustee ☐ Trustee ☐ Trustee ☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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www.rlicorn.com

JACQUELINE M. BOCKLER COMMISSION EXPIRES 03/01/10

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint: Patricia Zenizo, Vanessa Gutierrez, Margaret Rodriguez, Pietro Daniel Micciche, jointly or severally. in the City of Los Angeles State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation. The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company. The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit: "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its ______ with its corporate seal affixed this _____ 20th ___ day of ___ November **RLI Insurance Company** State of Illinois Roy C. Die County of Peoria CERTIFICATE day of November 2009 _, before me, a Notary Roy C. Die , who being by me duly sworn, I, the undersigned officer of RLI Insurance Company, a stock Public, personally appeared acknowledged that he signed the above Power of Attorney as the aforesaid corporation of the State of Illinois, do hereby certify that the attached officer of the RLI Insurance Company and acknowledged said instrument to be Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the the voluntary act and deed of said corporation. Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 18th day of December 2009 **RLI Insurance Company** Jacqueline M. Bocl OFFICIAL SEAL Roy C. Die Vice President

0449553030110

A0059207

RODUC	CORD CERTIFIC		THIS CER	TIFICATE IS ISS	UED AS A MATTER O		
	ProSource Insurance Service PO Box 19430 San Diego	s CA 92159	HOLDER.	THIS CERTIFIC	O RIGHTS UPON THE ATE DOES NOT AME AFFORDED BY THE PO	ND, EXTEND O	
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	The Aerostar Companies, Inc		,	gressive Drive Insu			
	Interwest Pacific, Ltd		INSURER C:	9.0000			
	P. O. Box 1450 Solana Beach	CA 92075-	INSURER D:				
	i	CA 92075-	INSURER E:		<u> </u>		
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Αħ	NY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
lf v	FFICER/MEMBER EXCLUDED? yes, describe under				E.L. DISEASE - EA EMPLOYEE	\$	
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	County of Riverside		i i		ER WILL ENDEAVOR TO MAIL		
	French Valley Airport		NOTICE TO THE	CERTIFICATE HOLDE	R NAMED TO THE LEFT, BUT FA	AILURE TO DO SO SH	
	c/o Chad Davies 37552 Winchester Rd.,		IMPOSE NO OB	LIGATION OR LIABILIT	Y OF ANY KIND UPON THE IN	SURER, ITS AGENTS	
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	Murrieta	CA 92563-	AUTHORIZED RE		^		

ACORD. CERTIFICATE OF LIABILITY INSURANCE						ATE (MM/DD/YYYY) .2/14/2009
PRODUCER (800) 450-8013 FAX:	THIS CERT	IFICATE IS ISS	UED AS A MATTE			
Target Financial & Insurar	nce Services			O RIGHTS UPON TE DOES NOT		
6630 Flanders Drive		ALTER THE	COVERAGE AF	FORDED BY THE	POLICIÉ	S BELOW.
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Interwest Pacific, Ltd.		INSURER B:				
P.O. Box 1450		INSURER C:	<u></u>	,, <u>, , ,,,,,,,, , , , , , , , , , , , ,</u>		
		INSURER D:				
Solana Beach CA 92	2075	INSURER E:				
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OFFICER/MEMBER EXCLUDED? If yes, describe under	02DKRM22003279	3/19/2009	3/19/2010	E.L. DISEASE - EA EMPI	LOYEE \$	1,000,000
SPECIAL PROVISIONS below				E.L. DISEASE - POLICY	LIMIT S	1,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Verification of Coverage						
CERTIFICATE HOLDER		CANCELLATI	ON			
			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE			
French Valley Airport				ISSUING INSURER		

C/O Chad Davies 37552 Winchester Rd. Murrieta, CA 92563 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $30\,$ days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the

INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Carl Savoia/NLD

Calchinia