



Public Works
Department

March 12, 2007

Grand Pacific Contractors Inc.
11405 Geysler Dr.
Mira Loma, CA 91752

**Greenpoint Ave. and Lake Street Sidewalk Construction, Arlanza Area Imp.
and ADA Footpath Imp.
Bid No. 6466**

In accordance with Section 6-7.1.1 of the Special Provisions, the contract time for the above named project will commence on **March 12, 2007**. This project has **thirty (30)** working days.

Sincerely,

Sean Gill
Construction Contracts Administrator

- cc:
- * Siobhan Foster, Public Works Director
 - * Tom Boyd, Deputy Public Works Director
 - * Jim Lowery, Public Works Field Operations Manager
 - * Ehab Maximous, Engineering Manager
 - * Chief Dave Austin, Fire Dept.
 - * Dave Redding, Public Utilities Electrical Engineering
 - * Jerry Mendoza, Street Maintenance Supervisor
 - * Ernest Marquez, Public Utilities Water Engineering
 - * Jim Clark, Solid Waste
 - * Cyndi Johnson, Finance Dept.
 - * Shirley Bennett, Park Superintendent
 - * Juan Rojas, Resident Engineer
 - * Tim Dexter, Public Works Inspector
 - * Chris Scully, Public Works Engineer
 - * Frank Lee, Public Works Engineer
 - * Mark Stanley, RTA
 - * Mark Brown, Survey
 - Watch Commander, Police Dept.

* Notified by E-mail

COVER SHEET

City of Riverside

Finance Department
Purchasing Division

Bid No.6466

Date: 2/07/2007**Time** 2:00 pm

Description:

Greenpoint Avenue and Lake Street Sidewalk Construction
Arlanza Area Improvements and
ADA Footpath Improvements 2006-2007
(A HUD (CDBG) Funded Project)

Estimate: \$500,030.00

PO#: 076927

Amount: \$ 539,495.00

Bid Awarded to: Grand Pacific Contractors Inc.

Department/Division: Public Works

Contact Person: Philip Hannawi Ext. 5706

Board of Public Utilities Approved:

City Council Award: 2/20/2007

Requisition No. SY25140

Bid advertised on line: 01/08/2007

Contract Signed: 3/13/2007

Bidders:

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS.



City of Riverside

3900 Main Street
Riverside, CA 92522
www.riversideca.gov

GENERAL ACCOUNT
FINANCE DEPARTMENT
RIVERSIDE, CA

BANK OF AMERICA
SOUTHERN CALIFORNIA
GOVERNMENT SERVICES
DIVISION #1431

18-66
1220

VENDOR ID	DATE	CHECK NO.	AMOUNT
0016950	04/13/2007	00706581	\$ ***485,545.50

VOID 180 DAYS AFTER ISSUANCE

PAY EXACTLY

FOUR Hundred EIGHTY FIVE Thousand FIVE Hundred
FORTY FIVE Dollars and FIFTY Cents
GRAND PACIFIC CONTRACTORS INC
11405 GEYSER DR
MIRA LOMA, CA 91752

TO THE
ORDER
OF

Brent A. Mason
CITY CONTROLLER

Paul K. Sullivan
CITY TREASURER

⑈00706581⑈ ⑆122000661⑆ 1496501243⑈

⑈0048554550⑈

BANK OF AMERICA NA LAC
122446661 E 1853 13 06
05/17/07

6560152396

110007850401 32191457 170507
CITIZENS BUSINESS BANK
ONTARIO CA >1222-34149<

PAY TO THE ORDER OF
 CITIZENS BUSINESS BANK
 ONTARIO, CA 91720
 122234149
 FOR DEPOSIT ONLY
 GRAND PACIFIC CONTRACTORS INC
 222191457

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number Payee Name	Amount
No	No	1496501243	706581	485545.50
	05/17/2007	07060140048401		

\$539,495.00

FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO
FOR THE CONSTRUCTION OF THE FOLLOWING SIDEWALKS:

1. GREENPOINT AVENUE-NORTHERLY SIDE FROM RUTLAND
AVENUE TO LAKE STREET.
2. LAKE STREET-WESTERLY SIDE FROM ARLINGTON AVENUE
TO GREENPOINT AVENUE
3. JANET AVENUE-BOTH SIDES FROM WARREN AVENUE
EASTERLY TO END OF STREET
4. JANET AVENUE-BOTH SIDES FROM MONTGOMERY STREET
WESTERLY TO END OF STREET
5. CORWIN LANE-BOTH SIDES FROM PHILBIN AVENUE TO
TREY AVENUE
6. WARREN STREET-WESTERLY SIDE FROM PHILBIN AVENUE
TO JANET STREET
7. MONTGOMERY STREET-TREY AVENUE TO CYPRESS
AVENUE

IN ACCORDANCE WITH CITY OF RIVERSIDE PLANS AND
SPECIFICATIONS BID NO.6466 AND TERMS AND CONDITIONS
OF AGREEMENT.

NOT TO EXCEED: \$539,495.00

BID OPENED: 2/7/2007

CITY COUNCIL APPROVED: 2/20/2007

AGREEMENT SIGNED: 3/13/2007

AGREEMENT FOR

Greenpoint Avenue and Lake Street Sidewalk Construction, Arlanza Area Improvements and ADA Footpath Improvements 2006-2007

A HUD (CDBG) FUNDED PROJECT

On this 13th day of March, 2007, the CITY OF RIVERSIDE, a California charter city and a municipal corporation, hereinafter referred to as "City", and Grand Pacific Contractors, Inc., 11405 Geysler Drive, Mira Loma, CA 91752, State Contractor's License No. 799878 hereinafter referred to as "Contractor", mutually agree as follows:

1. Contractor shall furnish all labor, equipment and materials for, and perform the work of Greenpoint Avenue and Lake Street Sidewalk Construction, Arlanza Area Improvements and ADA Footpath Improvements 2006-2007, which is covered in Contractor's Bid Proposal (the "Work"). Contractor shall perform the Work in accordance with the provisions and requirements of the following Contract Documents: Notice Inviting Bids (Bid No. 6466), City's Public Works Department Special Provisions, Standard Drawings, Proposal Forms, and Plans R- 3977, R-3983 and M-455; the 2006 Edition of the Standard Specifications for Public Works Construction ("Standard Specifications") written by Public Works Standards, Inc.; specifically identified sections of the State of California Department of Transportation 1999 Standard Specifications and Standard Plans; Contractor's Proposal and Bid Schedule, performance bond and payment bond; this Agreement; and all documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein and are intended to be correlative and constitute Contractor's performance obligations. The provisions of the Public Works Department Special Provisions ("Special Provisions") shall take precedence over any conflicting provisions in the Standard Specifications and the specific terms and conditions of this

Agreement shall control and have precedence over any contradictory or inconsistent terms or conditions included in any of the Contract Documents and shall be controlling in questions of interpretation.

2. City shall pay Contractor the Contract Price of Five Hundred Thirty Nine Thousand Four Hundred Ninety Five Dollars (\$539,495.00) which includes all California sales or use tax and County and City taxes, for the performance of all of the Work according to the terms and conditions contained or referred to herein, the completion of the improvements in strict conformity with the provisions hereof and the guarantee of the Work and improvements for the periods set forth in the Contract Documents. Monthly progress payments shall be made in accordance with Section 9-3.2 of the Standard Specifications.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

Thirty-five (35) days after City accepts the Work and files a Notice of Completion, City shall pay Contractor the amounts City deducted and retained from its progress payments, except such sums thereof which are required by law or authorized by the Contract to be further retained.

3. Contractor shall complete all of the Work of the Contract within Thirty (30) working days after the date specified to Contractor in the Notice to Proceed issued by City.

4. Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Three Thousand Dollars (\$3,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. Contractor shall not be compensated for any extra materials used or time expended, over and above the Contract Price, unless prior written approval for the same has been granted by City.

6. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract in accordance with the Special Provisions, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time.