



STAFF REPORT

DATE: APRIL 3, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER 
PREPARED BY: AMER JAKHER, PUBLIC WORKS & UTILITY SERVICES DIRECTOR 
SUBJECT: WASHINGTON STREET BUS TURNOUT PROJECT

RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize the award of construction contract for the Washington Street Bus Turnout Project to TSR Construction and Inspection as the lowest responsive and responsible bidder in the amount of \$131,700.
2. Authorize the City Manager or his designee to approve change orders not to exceed 10% of the awarded contract for the Washington Street Bus Turnout Project.

GOAL STATEMENT

The proposed action will support the City's goal to improve traffic circulation and street infrastructure.

BACKGROUND

The Transportation Development Act (TDA) provides for two percent of the Local Transportation Funds (LTF) to be made available for city and county projects related to the construction of pedestrian and bicycle facilities, as well as improvement projects for transit stops. In August 1999, the San Bernardino Associated Governments (SANBAG) Board approved allocation of twenty percent of those funds toward improving access to transit stops for pedestrians and persons with disabilities, with the remaining eighty percent are allocated pedestrian and bicycle projects.

The total TDA grant funding awarded for the Bus Turnout Project ("Project") is \$278,426. The project was originally proposed at the existing bus stop location at the northeast corner of La Cadena Drive and Valley Boulevard. But due to site location challenges, City staff requested and worked with SANBAG to find a substitute and viable location for the Project. On June 20, 2010, City staff received a letter from SANBAG approving the Project at an existing bus stop location along Washington Street east of Mohave Drive (located across from the Stater Brothers shopping center).

ISSUES/ANALYSIS

City retained the services of TKE Engineering, Inc. to prepare the plans, specifications and estimates for this Project. The scope of work for this Project includes construction of bus turnout, concrete and asphalt paving, sidewalk, landscaping, irrigation, and striping. It also includes modification to the traffic signal at the intersection of Washington Street and Mohave Drive to provide a left turn phase arrow for east bound direction (coming from the shopping center).

In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the Washington Street Bus Turnout Project. Nine (9) bid proposals were received from contractors. The sealed bid opening took place on March 15, 2012 at 3:00 p.m. in the City Hall Conference Room. The bids received are as follows:

1. TSR Construction and Inspection	\$131,700.00
2. Elite Companies US, Inc.	\$143,263.45
3. B&T Works, Inc.	\$153,021.00
4. Hillcrest Contracting, Inc.	\$155,902.00
5. PTM General Engineering Services Inc.	\$159,926.70
6. G.M. Sager Construction Co., Inc.	\$182,570.00
7. KAD Paving Company	\$185,807.50
8. Kormx, Inc.	\$176,339.00
9. Atom Engineering Construction, Inc.	\$202,398.00

Staff has evaluated and reviewed each submitted bid. The lowest bid is within the Engineer's Estimate of \$190,000 and within the project budget. Staff recommends award of a construction contract to the lowest responsive bidder, TSR Construction and Inspection, in the amount of \$131,700.00

FISCAL IMPACTS

Funds for the construction of this project are budgeted in Capital Improvement Funds Account #450-0803-6986-3890.

ENVIRONMENTAL IMPACTS

Staff recommends that the Washington Street Bus Turnout Project be determined to be Categorically Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301(c). A Notice of Exemption will be filed with the County Clerk should Council take the actions recommended by the Staff.

ALTERNATIVES

1. Provide alternative direction to staff.

Exhibit "A"

Contract

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2012, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and TSR Construction and Inspection, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

WASHINGTON STREET BUS TURNOUT PROJECT

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Forty-Five (45)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Thirty One Thousand Seven Hundred Dollars and Zero Cents(\$131,700.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

CONTRACT

Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CONTRACT

CITY OF COLTON

By:

Signature

Name

Title

Attest:

City Clerk

Recommended By:


Signature

Name

Title

TSR CONSTRUCTION & INSPECTION

By:



Signature

GABRIEL ZAPIRTAN
Name

PRESIDENT
Title

881123
License Number

**CITY OF COLTON
NOTICE INVITING BIDS**

The City of Colton, Public Works and Utility Services Department (“City”) will receive sealed bids for the **WASHINGTON STREET BUS TURNOUT PROJECT** at the office of the CITY CLERK (located at 650 North La Cadena Drive, Colton, California, 92324), no later than **March 15, 2012, 3:00 P.M., Thursday**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a sealed envelope which is plainly marked on the outside with the following: **“ATTN.: SEALED BID FOR WASHINGTON STREET BUS TURNOUT PROJECT. DO NOT OPEN WITH REGULAR MAIL.**

WORK: *The Works consists of, but not limited to the Installation of new bus turn out, curb and gutter, crosscutter, concrete bus pad, sidewalk, asphalt paving, signs, striping, legends, irrigation, landscaping and all necessary work shown on the plan 1280-1, and modification of traffic signal at Washington Street and Mohave Drive intersection as per plan no. 6137.*

Bidders may obtain a copy of the Contract Documents at **A&I Reprographics** with address at 898 Via Lata, Suite L Colton, CA 92324 beginning on Monday, March 5, 2012. The location can be found at <http://dfs.aandirepro.com/> or phone **909-514-0704**. There is a non-refundable fee for the cost of the plans. Contact A&I for the required fee. The documents can also be reviewed at McGraw Hill Plan rooms.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A non-mandatory Pre-Bid Conference will be held at Corporate Yard Conference Room, 160 S. 10th Street, Colton, CA 92324 on the following date(s) and time(s): **March 8, 2012, Thursday at 9:00 A.M.** Prospective bidders may visit the Project Site without making arrangements through the **WASHINGTON STREET BUS TURNOUT PROJECT**. Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Public Works and Utility Services Department of City of Colton or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: *Class "A"* or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification at the time of this advertisement, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

"A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The City shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request."

NOTICE INVITING BIDS

For further information contact the following persons;

Victor Ortiz P.E., Public Works and Utility Services Department, (909) 370-5065, or by FAX at (909) 370-5072, or E-mail vortiz@ci.colton.ca.us

Aftab Hussain, Public Works and Utility Services Department, (909) 370-5065, or by FAX at (909) 370-5072, or E-mail ahussain@ci.colton.ca.us

BID FORM

NAME OF BIDDER: TSR CONSTRUCTION AND INSPECTION

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

WASHINGTON STREET BUS TURNOUT STREET IMPROVEMENT PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	<i>one hundred thirty one thousand one hundred dollars</i>	\$131,100

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BID SCHEDULE

TIME OF COMPLETION: 45 CALENDAR DAYS

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Construct 4" A.C. Pavement	TON	10	110	1,100
2.	Construct 6" Class II Aggregate Base	CY	8	30	240
3.	Construct 8" Curb Per City Std. 106	LF	203	30	6,090
4.	Construct 4" P.C.C. Sidewalk Per City Std. 109 (Width as Shown)	SF	1,735	4.5	7,807.5
5.	Construct 9" P.C.C. Bus Bay Concrete	SF	1,980	9	17,820
6.	Construct 4" Class II Aggregate Base	CY	25	30	750
7.	Construct 2-4" Schedule 40 Polyvinyl Chloride (PVC) Pipe Sleeves	LF	75	100	7,500
8.	Adjust Traffic Signal Box to Grade	EA	1	150	150
9.	Furnish and Install Sign	EA	3	300	300
10.	Furnish and Install Landscaping per Plans and Specifications Complete	LS	1	16,000	16,000
11.	Furnish and Install Irrigation System per Plans and Specifications Complete	LS	1	12,105	12,105
12.	Remove Existing Curb/Gutter	LF	200	5	1,000
13.	Remove Existing P.C.C. Sidewalk	SF	1,250	1.75	2,187.5
14.	Sawcut and Remove Existing A.C. Pavement and Subgrade	SF	1,450	3	4,350
15.	Remove/Relocate Existing Sign	EA	2	200	400
16.	Grading Export (Final Quantity)	CY	250	30	7,500
17.	Install Signing and Striping per Plans and Specifications Complete	LS	1	4,500	4,500
18.	Clearing and Grubbing	LS	1	7,000	7,000
19.	Temporary Traffic Control	LS	1	1,500	1,500
20.	Storm Water Pollution Prevention Plan and Erosion Control	LS	1	800	800
21.	Mobilization	LS	1	7,000	7,000
22.	Traffic Signal Modification per Plan #6137	LS	1	25,000	25,000

BID SCHEDULE

TOTAL BID PRICE (TOTAL OF ITEM COST):

\$ 131,100
Total Base Bid Price in Numbers

one hundred thirty one thousand one hundred dollars
Total Base Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 881123, Expiration Date 1/31/12, class of license A, B. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1


Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Affidavit form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name and Title GABRIEL ZAPIRTAN / PRESIDENT

Dated 3/14/12

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 the work of this Contract.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT

Dated 3/14/12

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor	Location of Business
	N/A	

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name and Title GABRIEL Z. / PRESIDENT

Dated 3 / 14 / 12

Portion of the Work	Subcontractor	Location of Business	% of the Work

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: TSR CONSTRUCTION AND INSPECTION
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 3264 AVENIDA LEON
RANCHO CUCAMONGA, CA 91730

- Facsimile Number: 909 9877519
- Telephone Number: 909 331 2249
- 4.0 How many years has Bidder's organization been in business as a Contractor?
6
- 5.0 How many years has Bidder's organization been in business under its present name? 6
- 5.1 Under what other or former names has Bidder's organization operated?: N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
 - 6.1 Date of Incorporation: 10/26/06
 - 6.2 State of Incorporation: CA
 - 6.3 President's Name: GABRIEL Z.
 - 6.4 Vice-President's Name(s): GABRIEL Z.
GABRIEL Z.
 - 6.5 Secretary's Name: GABRIEL Z.
 - 6.6 Treasurer's Name: GABRIEL Z.

INFORMATION REQUIRED OF BIDDERS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

CONCRETE, ASPHALT, GRADING,
LANDSCAPING, IRRIGATION, ETC.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

INFORMATION REQUIRED OF BIDDERS

14.0 List Trade References:

HOLIDAY ROCK
ROBERTSON'S
UNITED RENTALS
QUICKRETE

15.0 List Bank References (Bank and Branch Address):

BANK OF AMERICA
9719 FOOTHILL BLVD
RANCHO CUCAMONGA CA 91730

16.0 Name of Bonding Company and Name and Address of Agent:

BONDING CO. - THE INSCO DICO GROUP
AGENT CO. - CONTRACTORS BROKERAGE SERVICES
ATTN: TONY CLARK : (916) 368-4747 x 305

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

GABRIEL Z. - P.M. 100%

LUIS F. HERNANDEZ - SUPERINTENDENT 100%

2. Summarize each person's specialized education:

UNIVERSITY

HIGH SCHOOL

3. List each person's years of construction experience relevant to the project:

12

20

4. Summarize such experience:

VARIOUS CONSTRUCTION PROJECTS IN

PUBLIC WORKS

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:


N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL Z.

Title PRESIDENT


Dated 3/14/12

NON-COLLUSION AFFIDAVIT

I, GABRIEL ZAPIRTAN, being first duly sworn, deposes and says that he is PRESIDENT of TSR CONSTRUCTION the party making the attached 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 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 of 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT

Dated 3/14/12

DATE: MARCH 6, 2012
FROM:  AMER JAKHER, P.E.
CITY ENGINEER/DIRECTOR
TO: ALL PLAN HOLDERS

ADDENDUM I
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT
WASHINGTON STREET BUS TURNOUT STREET IMPROVEMENT PROJECT
IN THE CITY OF COLTON
EFFECTIVE MARCH 6, 2012

As of March 6, 2012, the following modification shall be incorporated into the existing Contract Documents and Specifications for the **WASHINGTON STREET BUS TURNOUT STREET IMPROVEMENT PROJECT**

- Replace Traffic Signal Plan No. 6137 dated February 2, 2012 shall be replaced with Plan No. 6137 dated March 5, 2012.

If you have any questions, please contact Aftab Hussain, Public Works and Utility Services Department at phone number (909) 370-5065, or by FAX at (909) 370-5072, or by E-mail at ahussain@ci.colton.ca.us.

Thank you.

End of Addendum I

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL



Contractor's Signature of Acknowledgment

BID BOND

The makers of this bond are, T S R Construction and Inspection, as Principal, and Indemnity Company of California, as Surety and are held and firmly bound unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March, 15th, 2012, for **WASHINGTON STREET BUS TURNOUT STREET IMPROVEMENT PROJECT**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 8th day of March, 2012, the name and corporate seal of each corporation.

(Corporate Seal)

T S R Construction and Inspection
Principal

By [Signature]

Title Gabriel Zapirtan, President

Indemnity Company of California

(Corporate Seal)

Surety

By [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Anthony Clark

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Matt Foster, William Rapp, Anthony Clark, Lori Cooknick, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

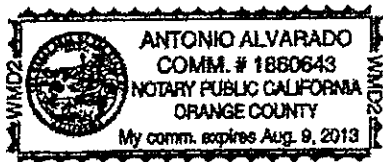
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of March, 2012.

By: *Gregg Okun*
Gregg Okun, Assistant Secretary

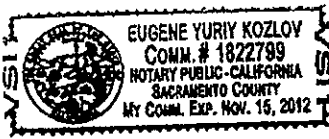
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 3/8/12 before me, Eugene Yuriy Kozlov - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tony Clark
Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

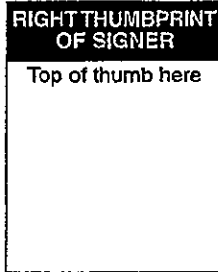
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

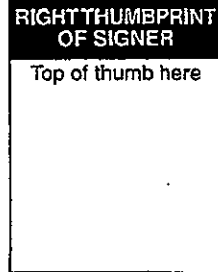


Exhibit "B"

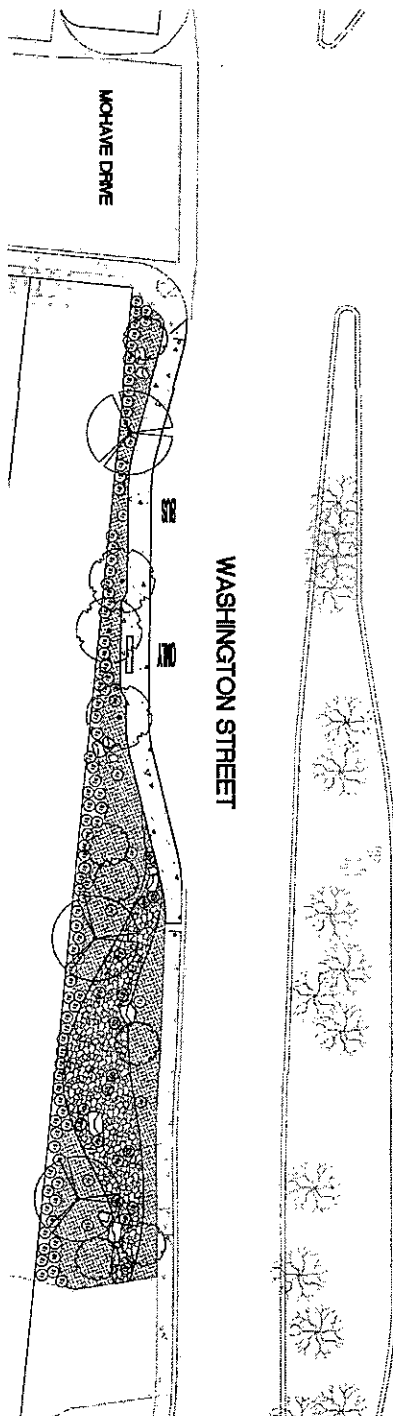
Plans

PLANTING NOTES

1. AT THE CONCLUSION OF ROUGH GRADING, AN AGRICULTURAL SOILS REPORT SHALL BE PREPARED BY THE OWNER AND FURNISHED TO THE CONTRACTOR. ALL RECOMMENDATIONS FROM SUCH REPORT SHALL BE INCORPORATED BY THE CONTRACTOR INTO INSTALLATION OF ALL PLANTING BEDS.
2. ALL TREE AND SHRUB MATERIAL SPECIFIED MUST MEET STANDARD INDUSTRY SPECIFICATIONS FOR THE CONTAINER SIZE INDICATED. IF THE CONTRACTOR CANNOT LOCATE MATERIAL OF ACCEPTABLE QUALITY, THE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION. COMMENTS BY THE ARCHITECT WILL NOT BE ALLOWED.
3. THE LOCATIONS SHOWN ON THIS PLAN MAY REQUIRE ADJUSTMENT IN THE FIELD WHENEVER FEASIBLE. TREES SHOULD BE PLANTED WITH THE FOLLOWING MINIMUM DISTANCES:
 - A. THREE FEET FROM ANY CITY MAINTENANCE LIMIT LINE.
 - B. FOUR FEET FROM UTILITY STRUCTURES WITHIN THE RIGHT-OF-WAY OF A PUBLIC OR PRIVATE STREET OR OTHER CITY OR HOMEOWNER ASSOCIATION UTILITY INCLUDING, BUT NOT LIMITED TO, SEWERS, GAS, WATER LINES, METERS, VALVES, CATCHBASINS, ETC.
 - C. FOUR FEET FROM FIRE HYDRANTS.
 - D. TWENTY FEET FROM STREET LIGHT STANDARDS.
 - E. TREE LIMBS MUST HAVE A CLEARANCE OF 14.5 FEET OVER STREETS, 8 FEET OVER BICYCLE TRAILS, AND 7 FEET OVER PEDESTRIAN-TRAVELED WAYS.
4. ALL TREES PLANTED WITHIN FIVE (5) FEET OF WALLS, CONCRETE FENCING, BUILDINGS OR PUBLIC UTILITIES SHALL RECEIVE DEEP ROOT-BARRIERS.
5. CONCEAL ALL IRRIGATION VALVES IN SHRUB AREAS.
6. ALL PLANTER BEDS TO HAVE 2" LAYER OF MULCH.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	CALLITRICHE CERNUA	LEMON SCOTCHBUSH	24" DIA	6
	DESMODIUM ILLINOENSE	BRONZE LINDAUR	36" DIA	3
	ILEX VOMITORIA	PALE-YELLOW HAWTHORN	36" DIA	3
	AGAVE PARVIFLORA	AGAVE GRASS SHRUBS		
	ADIANTUM SPECIES	ADANTUM	5 GAL	10
	FERN SPECIES	FERN SPECIES	5 GAL	10
	ROCK PLANT	ROCK PLANT	5 GAL	10
	GROUND COVER	GROUND COVER		
	ORNAMENTAL GRASSES (MISCELLANEOUS)	MISCELLANEOUS GRASSES		
	ACCENT ROCK PLANTS	ACCENT ROCK PLANTS		
	GROUND COVER	GROUND COVER		



DIGUALET
1-800-277-2800
1-800-277-2800

BENCHMARK
CITY OF COLTON
1-800-277-2800

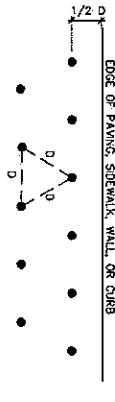
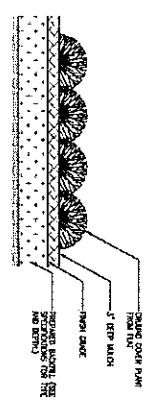
THE ENGINEERING INC.
2055 BROADWAY
REVERSHOLE, CA 92670
(951) 960-4400
FAX (951) 960-0000
www.the-engineering.com

CITY OF COLTON
PLANNING DEPARTMENT
1100 W. EXHIBITS 10-21-12

LABOURER PLAN
WASHINGTON STREET
SHEET 4 OF 7

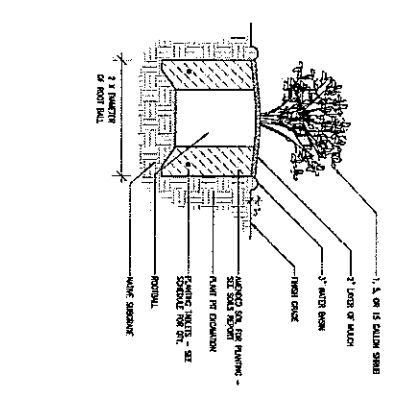
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LABOURER PLAN
WASHINGTON STREET
SHEET 4 OF 7

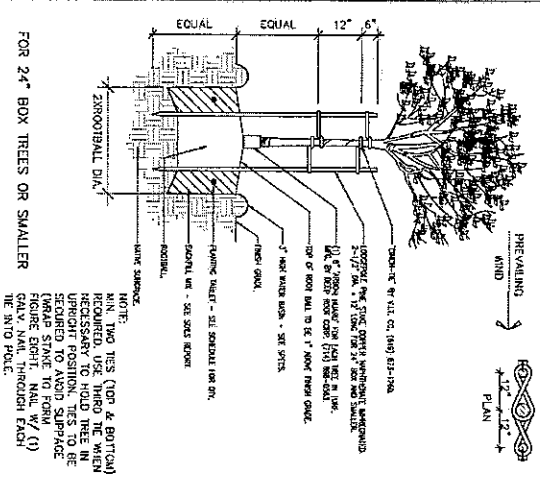


NOTE: LOCATE PLANTS SPACED EQUAL DISTANCE (D) FROM EACH OTHER AS SHOWN.
D - AS NOTED ON PLAN.

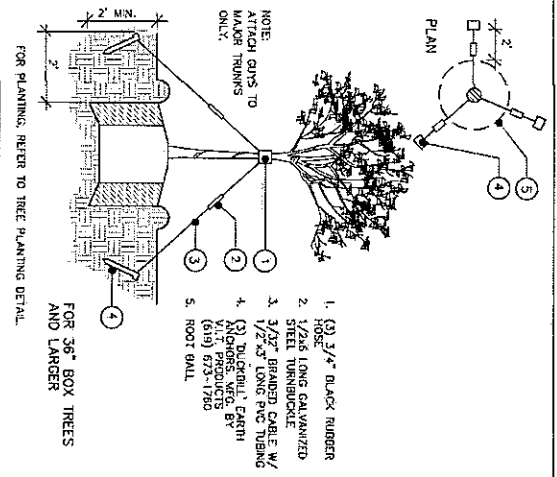
GROUNDCOVER PLANTING NTS 2



SHRUB PLANTING NTS 1



TREE PLANTING NTS 3



TREE PLANTING NTS 4

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
PLANTING DIVISION
DATE: 08/20/2013
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]
PLAN NO. 1280-1

THE ENGINEERS INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
TEL: 951-514-1100
FAX: 951-514-1101
WWW.THEENGINEERSINC.COM
2157162



BENCHMARK
CITY OF COLTON STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCEMENT
THE SOUTH SIDE OF WASHINGTON, FROM THE WEST END OF POWER ST. TO THE EAST END OF POWER ST.
PLANTING DETAIL - SEE PLAN 1280-1

DIGAERT
1-800-451-7800
2300 W. 10th St. Ste. 101
Tulsa, OK 74104

IRRIGATION SCHEDULE

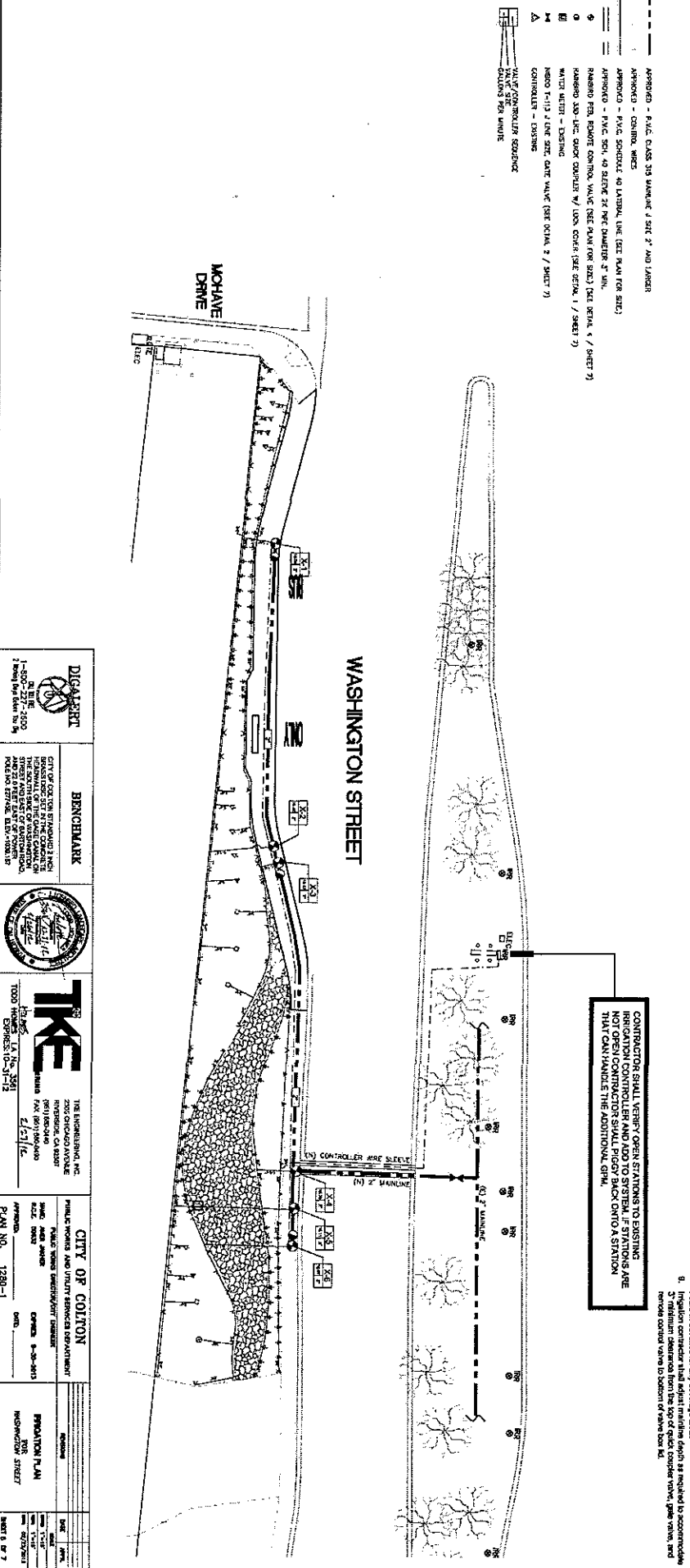
STATION	MANUFACTURER/QUANTITY	NO.	RAJAYS	PSI	GPM	DESCRIPTION	DATE
1	RAJAYS	1800	300	3.70	1.20	POP-UP SPRINKLER, FULL	5 / SHEET 7
2	RAJAYS	1800	300	1.80	1.20	POP-UP SPRINKLER, HALF	5 / SHEET 7
3	RAJAYS	1800	300	1.20	1.20	POP-UP SPRINKLER, THREE	5 / SHEET 7
4	RAJAYS	1800	300	0.90	1.20	POP-UP SPRINKLER, QUARTER	5 / SHEET 7
5	RAJAYS	1800	300	2.60	1.20	POP-UP SPRINKLER, FULL	5 / SHEET 7
6	RAJAYS	1800	300	1.84	1.20	POP-UP SPRINKLER, FULL	5 / SHEET 7
7	RAJAYS	1800	300	0.82	1.20	POP-UP SPRINKLER, HALF	5 / SHEET 7
8	RAJAYS	1800	300	0.55	1.20	POP-UP SPRINKLER, THREE	5 / SHEET 7
9	RAJAYS	1800	300	0.41	1.20	POP-UP SPRINKLER, QUARTER	5 / SHEET 7
10	RAJAYS	1800	300	1.00	1.20	POP-UP SPRINKLER, FULL	5 / SHEET 7
11	RAJAYS	1800	300	0.32	1.20	POP-UP SPRINKLER, HALF	5 / SHEET 7
12	RAJAYS	1800	300	0.28	1.20	POP-UP SPRINKLER, QUARTER	5 / SHEET 7
13	RAJAYS	1800	300	0.74	1.20	POP-UP SPRINKLER, FULL	5 / SHEET 7
14	RAJAYS	1800	300	0.37	1.20	POP-UP SPRINKLER, HALF	5 / SHEET 7
15	RAJAYS	1800	300	0.25	1.20	POP-UP SPRINKLER, THREE	5 / SHEET 7
16	RAJAYS	1800	300	0.18	1.20	POP-UP SPRINKLER, QUARTER	5 / SHEET 7

IRRIGATION PRESSURE CALCULATION

UNITS	SIZE	TYPE	DESCRIPTION	QPM	UNIT PSI LOSS
1	2"	DOC	WATER METER	10	0.070
2	1-1/2"	WMS	BACKFLOW PREVENTER	10	0.120
3	2"	CON	CONTRACTOR SHALL VERIFY PRESSURE LOSS WITH SUPPLIER INSTALLATION	10	0.480
4	1-1/2"	PLASTIC	MANHOLE	10	0.480
5	2"	CON	CONTRACTOR SHALL VERIFY PRESSURE LOSS WITH SUPPLIER INSTALLATION	10	0.480
6	1-1/2"	CON	CONTRACTOR SHALL VERIFY PRESSURE LOSS WITH SUPPLIER INSTALLATION	10	0.480
7	3/4"	CON	CONTRACTOR SHALL VERIFY PRESSURE LOSS WITH SUPPLIER INSTALLATION	10	0.215
TOTAL				4.26	0.215

CONTRACTOR SHALL VERIFY OPEN STATIONS TO EXISTING IRRIGATION CONTROLLER AND ADD TO SYSTEM IF STATIONS ARE NOT OPEN. CONTRACTOR SHALL FLAG BACK DOWNS TO A STATION THAT CAN HANDLE THE ADDITIONAL GPM.

- Irrigation Notes**
- The irrigation plan is diagrammatic. All pipes, valves, etc. shown within planting areas are to be installed as shown unless otherwise indicated.
 - Do not install any irrigation system as indicated on the drawings when it is obvious in the field that unknown obstructions or grade differences exist and should be brought to the attention of the City. In the event that the contractor is unable to determine the location of such obstructions, the contractor shall notify the City immediately.
 - System design is based on maximum operating pressure shown on each pipe schedule. The contractor shall verify the pressure loss at each point of connection with maximum GPM demand specified. The irrigation contractor shall verify all pressures on the plan prior to construction. Verify the contractor shall verify all pressures on the plan prior to construction. Verify the contractor shall verify all pressures on the plan prior to construction.
 - It is the responsibility of the irrigation contractor to familiarize himself with all grade elevations, slopes, location of water, existing utility, curbs, etc. The contractor shall coordinate all work with the General Contractor and other trades. The contractor shall be responsible for any damage to existing utilities or structures. The contractor shall be responsible for any damage to existing utilities or structures.
 - Material piping between the point of connection, meter and backflow preventer to be of material as required by the governing local code.
 - Final location of the automatic controller enclosure and the backflow prevention device shall be approved by the City. When applicable, in addition to the above station on the plan, the irrigation contractor shall under all stand areas prior to opening upon and direction and approval of the City, if required in operating systems.
 - The irrigation contractor shall flush all lines and adjust all heads for maximum performance and to prevent over spray onto walk, drive, and other areas. The contractor shall be responsible for any damage to existing utilities or structures. The contractor shall be responsible for any damage to existing utilities or structures.
 - Site conditions at the time of construction shall be verified by the City. Call the Landscaper Architect 48 hours in advance for any coverage needs.
 - Irrigation contractor shall adjust final grade depth as required to accommodate the irrigation system. The contractor shall be responsible for any damage to existing utilities or structures. The contractor shall be responsible for any damage to existing utilities or structures.



DIGASBERT
1-800-277-4000
2800 West 10th St. W.

BENCHMARK
CITY OF COLTON STANDING 2 INCH
HORIZONTAL SCALE OF THE PLAN. SCALE OF
STREET AND SITE OF CONSTRUCTION.
AND TO BE USED FOR CONSTRUCTION.

THE ENGINEERING, INC.
2025 CHICAGO AVENUE
SPRINGFIELD
ILLINOIS 62761
TEL: (618) 242-1111
FAX: (618) 242-1111

THE CITY OF COLTON
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT
2025 CHICAGO AVENUE
SPRINGFIELD
ILLINOIS 62761
TEL: (618) 242-1111
FAX: (618) 242-1111

PROVISION PLAN
FOR SHEET

DATE: 11/11/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PLUM NO. 1280-1

SHEET 8 OF 7

THE ENGINEERING, INC.
2025 CHICAGO AVENUE
SPRINGFIELD
ILLINOIS 62761
TEL: (618) 242-1111
FAX: (618) 242-1111

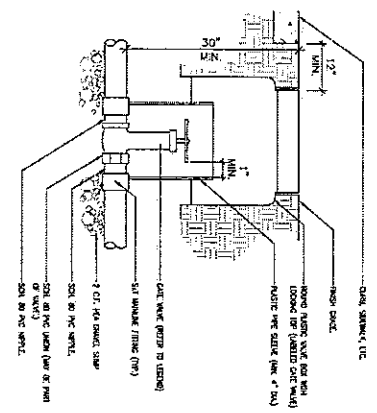
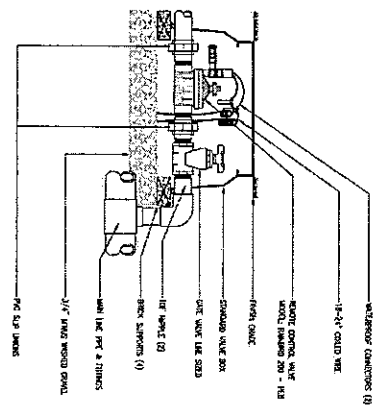
THE CITY OF COLTON
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT
2025 CHICAGO AVENUE
SPRINGFIELD
ILLINOIS 62761
TEL: (618) 242-1111
FAX: (618) 242-1111

PROVISION PLAN
FOR SHEET

DATE: 11/11/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PLUM NO. 1280-1

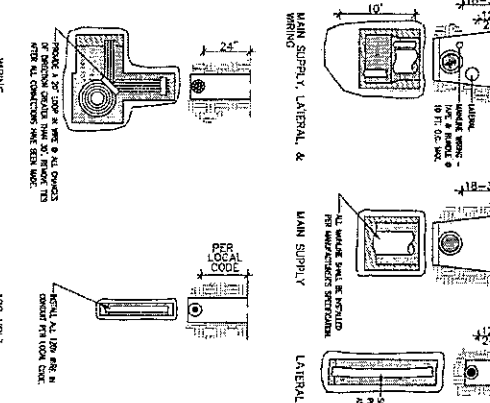
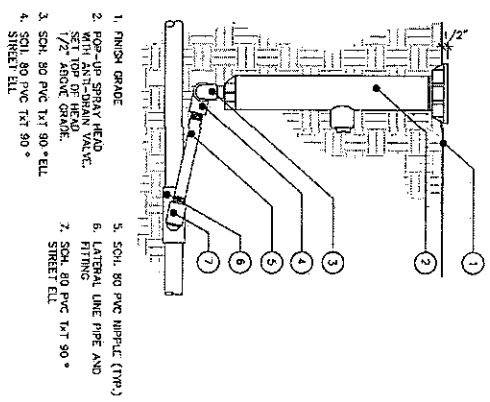
SHEET 8 OF 7



NOTE: ALL VALVES TO BE INSTALLED IN SHRUB AREAS

REMOTE CONTROL VALVE N.I.S. 4

GATE VALVE N.I.S. 2



POP-UP SPRAY HEAD N.I.S. 5

TRENCHING N.I.S. 3

QUICK COUPLING VALVE N.I.S. 1

DIGSAFETY
 1-800-237-5500
 1500 W. 10th St. Suite 104
 Lincoln, NE 68502

BENCHMARK
 CITY OF COLTON STREET LIGHTS
 1000 W. 10th St. Suite 104
 Lincoln, NE 68502



TKE ENGINEERING, INC.
 1000 W. 10th St. Suite 104
 Lincoln, NE 68502
 (402) 441-1122

CITY OF COLTON
 PUBLIC WORKS AND STREET SERVICES DEPARTMENT
 1000 W. 10th St. Suite 104
 Lincoln, NE 68502

NO.	DATE	DESCRIPTION
1	12/28/11	ISSUED FOR PERMITS
2	01/10/12	REVISED PER COMMENTS
3	01/10/12	REVISED PER COMMENTS
4	01/10/12	REVISED PER COMMENTS
5	01/10/12	REVISED PER COMMENTS
6	01/10/12	REVISED PER COMMENTS
7	01/10/12	REVISED PER COMMENTS

