



City Council Staff Report

Date: October 6, 2010 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE RAMON ROAD DRAINAGE IMPROVEMENTS AT THE BARISTO CHANNEL, CITY PROJECT 09-10

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works and Engineering Department identified additional drainage improvements recommended for Ramon Road, west of Sunrise Way, that will supplement drainage improvements recently constructed to alleviate flooding along Sunrise Way. Award of this contract will allow staff to proceed with this drainage improvement project.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$67,812.50 with Secondwind Engineering Construction, Inc., for the Ramon Road Drainage Improvements at the Baristo Channel, City Project 09-10; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Public Works Department identified some minor drainage improvements for Ramon Road, west of Sunrise Way, that would supplement drainage improvements recently constructed to alleviate flooding along Sunrise Way. The recommended drainage improvements include a new catch basin on the north side of Ramon Road, at the entrance to the Ralph's shopping center, with a storm drain connection to the south side of Ramon Road outletting into the Baristo Channel. Additionally, a protection barrier is recommended at the outlet in the Baristo Channel of the large 12' wide by 6' high box culvert previously constructed within Sunrise Way.

The plans and specifications were prepared by the City's engineering consultant, Engineering Resources of Southern California. On August 14 and 21, 2010, the project

was advertised for bids, and at 3:00 p.m. on September 14, 2010, the Procurement and Contracting Division received construction bids from the following contractors:

1. Secondwind Eng. Const. Inc.; Pioneer, CA; \$67,812.50
2. Tri-Star Contracting, II, Inc.; Desert Hot Springs, CA; \$74,915.00
3. B&T Works, Inc.; Wildomar, CA; \$76,000.00
4. Western Structures; Riverside, CA; \$80,796.78
5. G&M Construction; Palm Springs, CA; \$83,500.00
6. Genesis Construction; Hemet, CA; \$84,777.00
7. Ted Enterprises, Inc.; San Clemente, CA; \$96,550.00
8. ATOM, Inc.; Hemet, CA; \$97,428.00
9. JF Bruce, Construction; Alta Loma, CA; \$103,585.00
10. Cass Construction, El Cajon, CA; \$114,570.00
11. HYM Engineering, Inc.; Buena Park, CA; \$123,200.00
12. Scorpion Backhoe, Inc.; Hemet, CA; \$124,958.00
13. Downing Construction, Inc.; Yucaipa, CA; \$145,585.00
14. Granite Construction Co.; Indio, CA; \$163,400.00

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires prime contractors to use good faith efforts to sub-contract the supply of materials and equipment to local business enterprises and to sub-contract services to businesses whose work force resides within the Coachella Valley; submission of good faith efforts is required. The low bidder, although not a local business enterprise, has listed a local subcontractor (Tops n Barricades – Indio) for 10% of the work. Therefore, staff would recommend that the City Council determine the low bid responsive with regard to the Local Business Preference Program.

The Engineer's estimate for this project was \$85,000. The company is a California corporation, and its principal officers are Recil McClure, President; Richard Care, CEO; Ruth Care, CFO; and Susan McClure, Secretary.

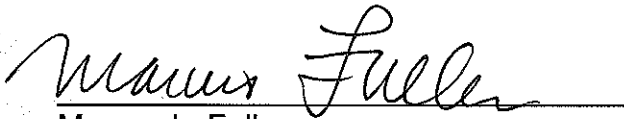
FISCAL IMPACT:

Funding for this project is made available through local drainage funds in account 135-4372-55005. No local miscellaneous General Funds are being used for this project.

SUBMITTED:

Prepared by:

Recommended by:

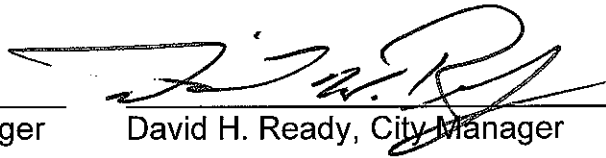


Marcus L. Fuller
Assistant Director of Public Works



David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager

David H. Ready, City Manager

Attachments:

1. Agreement

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and **Secondwind Engineering Construction Inc.**, hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 -- THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

RAMON ROAD DRAINAGE IMPROVEMENTS AT BARISTO CHANNEL CITY PROJECT NO. 09-10

The Work comprises the construction of new catch basin and 30"x19" elliptical RCP storm drain in Ramon Road at the Baristo Channel, and construction of a 12' W x 6' H slope protection barrier at the PS Line 8 outlet; and all appurtenant work.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum of **\$750** for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

ARTICLE 3 -- CONTRACT PRICE

\$67,812.50

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s).

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 01 to 02, inclusive, and all Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the Engineer or the City as provided in the Contract Documents.

ARTICLE 6 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 -- MISCELLANEOUS

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

ATTEST:
CITY OF PALM SPRINGS,
CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
City Clerk

Date _____

Agreement No. _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

CONTENTS APPROVED:

By _____
City Engineer

Date _____

By _____
City Manager

Date _____

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR: Name: Secondwind Engineering Const. Inc. Check one: Individual Partnership Corporation
Address: 16010 Cedar Heights Dr. N
Pioneer, CA 95666

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of _____
County of _____ ss

State of _____
County of _____ ss

On _____
before me, _____
personally appeared _____

On _____
before me, _____
personally appeared _____

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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WITNESS my hand and official seal.

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Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: