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City Council Staff Report

Date: May 4, 2011

CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE SAFE ROUTES TO SCHOOL CYCLE 8, STATE FUNDED PROJECT, CITY PROJECT NO. 09-07

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The City received a \$349,920 state grant for construction of certain infrastructure improvements designed to increase the safety of students walking and bicycling to school, as well as education, enforcement and encouragement activities. Award of this contract will allow staff to proceed with this year's safe routes to school project.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$391,382.50 with DBX, Inc., a California corporation, for Bid Schedules A through D, inclusive, of the Safe Routes to School - Cycle 8 State Funded Project, City Project No. 09-07; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On April 12, 2009, the Public Works and Engineering Department ("Department"), with support from the Palm Springs Unified School District, submitted an application to the state of California through its Department of Transportation ("Caltrans") for state funding through Cycle 8 of the State Safe Routes to School ("SR2S") program. Specifically, the Department requested funding for a "Palm Springs Student Safety Project" to construct certain infrastructure improvements designed to increase the safety of students walking and bicycling to school, as well as education, enforcement and encouragement activities. The Department requested \$349,920 in state funding for a total project cost estimated at \$388,800 (or 90% funding pursuant to the SR2S program).

Cycle 8 of the SR2S Program provides \$24.25 Million in state funding for projects in Fiscal Year 2009/2010 throughout the entire state. A total of 455 applications were submitted to Caltrans, and 106 projects were selected based on SR2S program criteria.

The Department's application was one of only six projects in the entire Caltrans District 8 area (Riverside/San Bernardino counties) to be selected for funding; and only one other local Coachella Valley city (Rancho Mirage) also received funding through this program.

The project focuses on improvements around Cielo Vista, Cahuilla, Katherine Finchy and Vista del Monte elementary schools, and will include the following:

- Painting new "zebra stripe" crosswalks at various intersections;
- Painting new bicycle lanes at various locations;
- Installation of new pedestrian and other roadway signs;
- Construction of new sidewalks, curb ramps, and crossing islands;
- Installation of new pedestrian count-down and audio signals at signalized intersections;
- Installation of LED rapid-flash beacons at pedestrian crossings;

The Department has prepared the plans and specifications for this project. The project includes construction of new sidewalk and ADA access ramps along the east side of Calle Santa Cruz from Sunny Dunes to Calle De Ricardo, and on the south side of Francis Drive from Via Miraleste to Sunnyview Drive; crosswalk striping and stop bar striping at several intersections; installation of solar powered and push button activated rapid flash beacons and advance warning signs at six intersections; and installation of audio and countdown signals at three intersections at the following elementary schools: Cielo Vista, Cahuilla, Vista Del Monte, and Katherine Finchy. The project will also include curb and asphalt concrete removal and reconstruction, driveway and barrier curb construction, sign relocation and installation, water meter adjustments, and all appurtenant work.

On March 2, 2011, the City Council approved the plans and authorized bidding. On March 10 and 17, 2011, the project was advertised for bids, and at 3:00 p.m. on April 12, 2011, the Procurement and Contracting Division received construction bids from the following four contractors:

1. DBX, Inc.	\$391,382.50
2. 4-Con Engineering, Inc.	\$463,977.50
3. PTM General Engineering Services, Inc.	\$472,174.00
4. J.D.C. Inc.	\$502,580.00

The Engineer's Estimate was \$290,000. With receipt of all four bids in excess of the engineer's estimate, it appears that construction costs may have previously reached record low levels and are beginning to increase as a result of a recovering economy. Another factor may be related to increasing costs for oil and oil based materials (asphalt concrete pavement).

The lowest, responsive bidder is DBX Inc., whose principal officers are Jim Perry, President/Secretary/Treasurer.

FISCAL IMPACT:

Funding for this project is made available through Safe Routes to School, Cycle 8 grant funds in account 261-4491-50284 and local Measure A funds in account 134-4498-50283. Expenditures to encumber the contract will be made as follows:

261-4491-50284: \$283,320.00

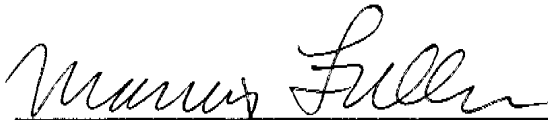
134-4498-50283: \$108,062.50

No local miscellaneous or General Funds will be required for this project.

SUBMITTED:

Prepared by:

Recommended by:

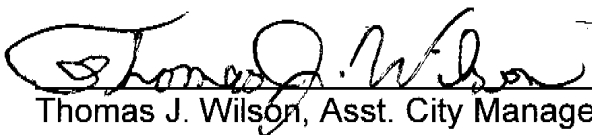


Marcus L. Fuller
Assistant Director of Public Works

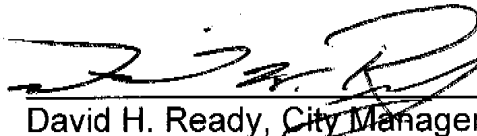


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Agreement

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2011, 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 DBX, Inc., a California corporation, 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 Schedules of the City's Contract Documents entitled:

SAFE ROUTES TO SCHOOL – CYCLE 8
CITY PROJECT NO. 09-07

The Work is generally described as follows:

The Work comprises the construction of new sidewalks, curb ramps, curb and gutter, audio and visual countdown signals, solar powered pedestrian activated in-pavement lighted crosswalks, beacons, thermoplastic zebra stripe crosswalks, stop bars, advanced warning signs, and related improvements in the vicinity of Vista Del Monte, Cielo Vista, Cahuilla, and Katherine Finchy Elementary Schools in Palm Springs.

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 the 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 \$690.00 for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 -- CONTRACT PRICE \$391,382.50 for Bid Schedules A, B, C and D

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 prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, 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 00 to 00, 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 provisions of 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 as amended by the Special Provisions will have the meanings indicated in said Standard Specifications and 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**

By _____
City Clerk

APPROVED BY THE CITY COUNCIL:

APPROVED AS TO FORM:

Date _____

By _____
City Attorney

Agreement No. _____

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:

Check one: Individual Partnership Corporation

Name: DBX, Inc.

Address: 42024 Avenida Alvarado #A
 Temecula, CA 92590

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 _____

State of _____
County of _____

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: