



City Council Staff Report

Date: September 05, 2012 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE INDIAN CANYON DRIVE INTERIM WIDENING PROJECT (UPRR BRIDGE TO GARNET AVENUE), CITY PROJECT 01-11A

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works and Engineering Department has been working for several years on a project to widen Indian Canyon Drive between the railroad bridge and Garnet Ave. Award of this contract will allow staff to proceed with this interim widening project to ease congestion in the near term while the ultimate project continues through the UPRR and FHWA approval process

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$449,999.00 with Granite Construction Co. Inc., for the Indian Canyon Drive Interim Widening Project (UPRR bridge to Garnet Ave), City Project 01-11A; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In 2001, Public Works and Engineering Department obtained federal funding to widen the Indian Canyon Drive Union Pacific Railroad ("UPRR") bridge, and the adjacent roadway to Garnet Avenue. This project is federally funded, and as such requires coordination with the California Department of Transportation ("Caltrans"). Caltrans, as the lead federal agency, has responsibility to review the project for conformance with federal environmental laws and to ensure compliance with state and federal regulations and design standards. Although the project commenced in 2002, a lengthy environmental review process was required, with Caltrans issuing final environmental approvals in 2009. Federal rules prevented the City from proceeding with final engineering design until after the environmental clearance is obtained. The City initiated final design in late 2009.

ITEM NO. 2.P.

The original scope of this project assumed widening of the existing UPRR bridge. This assumption was based on all prior projects in the Coachella Valley involving widening of existing railroad bridges, including the Gene Autry Trail UPRR bridge which is currently under construction. However, recent UPRR policy implemented statewide dictates that if existing railroad bridges do not allow for future expansion of railroad operations, including construction of new tracks, widening the existing bridge will not be allowed by UPRR. Essentially, this new UPRR policy communicated to the City in January 2010 requires the City to demolish the existing UPRR bridge and construct an entirely new bridge to provide clearance for future UPRR tracks.

Despite our best efforts to prevail with UPRR on this policy, without UPRR's approval of our bridge widening plans this project cannot proceed to construction. Therefore, a complete change of scope to this project has been dictated by the UPRR requiring demolition of the existing bridge and replacement with a new bridge structure. The existing bridge is a 4-span bridge, the UPRR is allowing the City to construct a new bridge with one pier in the UPRR right-of-way. The new 2-span bridge design impacts the entire project, increasing the project footprint and requiring re-validation of the environmental approval.

The changed scope dramatically increased the total cost of this project from just over \$3 Million to \$21,500,000. However, City staff pursued additional federal funding from Caltrans to offset the increased cost of the project. Staff was ultimately successful in securing an additional \$14.5 Million in federal funds for the project.

Meanwhile, the City has now successfully completed the Indian / I-10 Interchange project, and the widening of Indian Canyon Dr. to 4-lanes between Tramview Road and the UPRR bridge. The existing UPRR bridge and adjacent roadway segment is now a 2-lane "bottleneck", and will exist this way for several more years as City staff work diligently to complete the final design and right-of-way phases to allow for construction of the project.

On March 21, 2012, Council authorized bidding this interim widening project providing a 2nd & 3rd northbound lane transitioning to Garnet Ave.

The plans and specifications were prepared by the City's engineering consultant, Dokken Engineering. On June 2 and 9, 2012, the project was advertised for bids, and at 3:00 p.m. on July 10, 2012, the Procurement and Contracting Division received construction bids from the following contractors:

1. Granite Construction Co; Watsonville, Ca; \$449,999.00
2. Matich Corp, San Bernardino, CA; \$466,000.00

The Engineer's estimate was \$425,000.00

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 while headquartered in Watsonville has maintained an Indio office for years. All asphalt will be manufactured from their plant in Indio. In addition, Spartan Sawcut of Palm Springs will be used as a subcontractor. Therefore, staff recommends that the City Council determine the low bid responsive with regard to the Local Business Preference Program.

The company is a California corporation, and its principal officers are James Roberts, President and CEO; and Michael Donnino, Sr. Vice President and Assistant Secretary.

FISCAL IMPACT:

Staff has confirmed with CVAG that CVAG will agree to fund 75% of this interim widening project pursuant to the terms of our existing funding agreement. Sufficient funding for the interim widening project will be made available through local Measure A funds in account 134-4498-50196 (75%), and Regional Measure A funds in account 134-4497-50196 (25%).

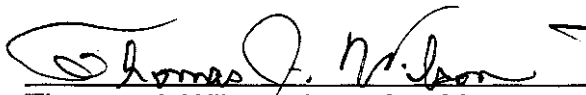
SUBMITTED:

Prepared by:




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 _____ 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:

INTERIM INDIAN CANYON DRIVE WIDENING CITY PROJECT NO. 01-11A

The Work is generally described as the widening of Indian Canyon Drive between the Union Pacific Railroad and Garnet Avenue, including: roadway excavation, imported borrow, hot mix asphalt, Type II slurry seal, traffic signage and striping, 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 **\$1,900** 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

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 _____ to _____, 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: _____ Check one: Individual Partnership Corporation
Address: _____

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.

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.

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:

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor _____

By _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the City of Palm Springs, a charter city, organized and existing in the County of Riverside, California, hereinafter called the "City," in the sum of: _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

**INTERIM INDIAN CANYON DRIVE WIDENING
CITY PROJECT NO. 01-11A**

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this ____ day of _____, 20__.

CONTRACTOR:

Check one: ____ individual, ____ partnership, ____ corporation
(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By

signature
(NOTARIZED)

Print Name and Title:

By

signature
(NOTARIZED)

Print Name and Title:

SURETY:

By

signature
(NOTARIZED)

Print Name and Title:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety,
are held firmly bound unto the City of Palm Springs, a charter city, organized and existing in the
County of Riverside, State of California, hereinafter called the "City," in the sum of:
_____ dollars,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed agreement
with said City to perform the Work as specified or indicated in the Contract Documents entitled:

**INTERIM INDIAN CANYON DRIVE WIDENING
CITY PROJECT NO. 01-11A**

NOW THEREFORE, if said Contractor, its subcontractors, its heirs, executors, administrators,
successors, or assigns shall fail to pay for any materials, provisions, provender, equipment, or
other supplies used in, upon, for, or about the performance of the Work contracted to be done, or
for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance
Code, or for any amounts required to be deducted, withheld, and paid over to the Employment
Development Department from the wages of employees of the Contractor and its subcontractors
pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as
required by the provisions of Title XV, Chapter 7, Sections 3247-3252, inclusive, of the Civil Code
of the State of California and acts amendatory thereof, and Sections of other Codes of the State
of California referred to therein and acts amendatory thereof, and provided that the persons,
companies, or corporations so furnishing said materials, provisions, equipment, or other supplies,
appliances, or power used in, upon, for, or about performance of the Work contracted to be
executed or performed, or any person, company, or corporation renting or hiring implements or
machinery or power for, or contributing to, said work to be done, or any person who performs
work or labor upon the same, or any person who supplies both work and materials therefor, shall
have complied with the provisions of said laws, then said surety will pay the same in an amount
not exceeding the sum hereinbefore set forth, and also will pay, in case suit is brought upon this
bond, a reasonable attorney's fee as shall be fixed by the Court. This Bond shall inure to the
benefit of any and all persons named in Section 3181 of the Civil Code of the State of California
so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or
changes in the time of completion, which may be made pursuant to the terms of said Contract
Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any
extensions of time granted under the provisions of said Contract Documents release either said
Contractor or said Surety, and notice of said alterations or extensions of the Agreement is hereby
waived by said Surety.

SIGNED AND SEALED, this ____ day of _____, 20__.

CONTRACTOR:

Check one: ___ individual, ___ partnership, ___ corporation

(Corporations require two signatures; *one from each* of the following groups: A. Chairman of Board, President, or any Vice President; *AND* B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By

SURETY:

signature
(NOTARIZED)

Print Name and Title:

By

By

signature
(NOTARIZED)

signature
(NOTARIZED)

Print Name and Title:

Print Name and Title:

CERTIFICATE OF INSURANCE

THIS CERTIFICATE ISSUED TO THE OWNER/AGENTS LISTED BELOW DESIGNATED BY THE CONTRACT WITH THE INSURED

NAME AND ADDRESS OF INSURED		INSURANCE COMPANIES AFFORDING COVERAGE				
		COMPANY A B C D				
TYPE OF WORK PERFORMED AND LOCATION						
Company Letter	TYPE OF INSURANCE	POLICY NUMBER	LIMITS OF LIABILITY IN THOUSANDS (x1000)			
				EACH OCCURRENCE	AGGREGATE	
	COMPREHENSIVE GENERAL LIABILITY Including: <input type="checkbox"/> EXPLOSION AND COLLAPSE <input type="checkbox"/> UNDERGROUND DAMAGE <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY \$ \$ PROPERTY DAMAGE \$ \$ or BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ \$ PERSONAL INJURY \$		
	COMPREHENSIVE AUTOMOBILE LIABILITY Including: <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> MOTOR CARRIER ACT			BODILY INJURY EACH PERSON \$ EACH ACCIDENT \$ PROPERTY DAMAGE \$ or BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
	EXCESS LIABILITY Including: <input type="checkbox"/> EMPLOYER'S LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
	WORKER'S COMPENSATION and EMPLOYER'S LIABILITY Including: <input type="checkbox"/> LONG SHOREMEN'S AND HARBOR WORKERS			STATUTORY EL \$ (EACH ACCIDENT)		
OTHER ADDITIONAL INSURED ENDORSEMENT – CITY OF PALM SPRINGS						
The undersigned certifies that he or she is the representative of the above-named insurance companies, that he or she has the authority to execute and issue this certificate to Certificate Holder, and accordingly, does hereby certify on behalf of said insurance companies that policies of insurance listed above have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to at the terms, exclusions, and conditions of such policies. Copies of the policies shown will be furnished to the Certificate Holder upon request.						
This Certificate does not amend, extend, or alter the coverage afforded by the policies listed.						
Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the below-named certificate holder.						

NAME AND ADDRESS OF ADDITIONAL INSURED
--

DATE ISSUED _____

BY _____
AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANIES AFFORDING COVERAGE

ADDRESS _____

INTERIM INDIAN CANYON DRIVE WIDENING
 CITY PROJECT NO. 01-11A
 May 31, 2012