



City Council Staff Report

Date: May 1, 2013 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE BICYCLE LANES, CITY PROJECT NO. 12-08

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The City of Palm Springs adopted a Non-Motorized Transportation plan which includes Bicycle Lanes planned throughout the City. This project includes Class 2 and Class 3 Bicycle Lanes to be constructed at Avenida Caballeros (from Vista Chino to San Rafael and from Amado Road to Tamarisk Rd.), Via Escuela (from Indian Canyon Drive to Sunrise Way), and Baristo Road (from Avenida Caballeros to El Cielo Road). Award of this contract will allow staff to proceed with the construction of the Bicycle Lanes project, City Project No. 12-08.

RECOMMENDATION:

- 1) Approve Agreement No. _____, in the amount of \$57,745.60 with Chrisp Company, for the Bicycle Lanes construction, City Project No. 12-08;
- 2) Authorize staff to negotiate with the contractor to extend project limits on Avenida Caballeros south to Baristo with a total change order cost not to exceed \$20,000.
- 3) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In September 2012 the Public Works & Engineering staff provided the City Council a detailed list of all proposed locations for bicycle lanes and categorized them according to priorities. The City Council provided direction to staff to include the following locations in the project:

- Avenida Caballeros

- Via Escuela
- Baristo Road

The project design was prepared by the Public Works & Engineering Department.

On February 6, 2013 the City Council approved the project design and authorized the Public Works and Engineering Department to advertise for bids.

On March 1, 2013 and March 8, 2013, the project was advertised for bids, and on April 2, 2013, the Procurement and Contracting Division received construction bids from the following contractors:

1. Chrisp Company, Bloomington, CA	\$ 57,745.60
2. J.P. Striping, Inc., Beaumont, CA	\$ 91,263.00
3. P.C.I. Long Beach, CA	\$128,091.00

Available funds in the Sustainability accounts is \$100,000.

The lowest, responsive bidder is Chrisp Company from Bloomington, California, whose principal officers are: Robert Paul Chrisp, President; Roger Lee Weisbrod, Vice-President; and David Lee Morris Vice-President.

Cost savings were achieved due to the conversion of the proposed class II bicycle lanes to class III bicycle lanes on Via Escuela through the use of shared lanes (sharrows). These savings can be used to extend the project limits upon approval of item 2) in the recommendation.

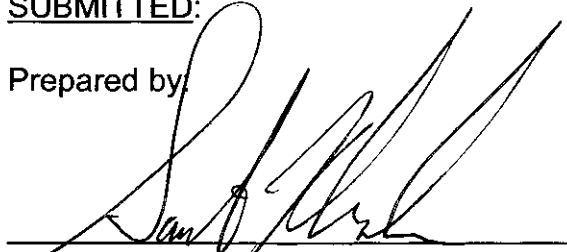
The contract currently includes installation of class II bicycle lanes on Baristo from Avenida Cabelleros to Sunrise, however, negotiations will be made with the contractor to delay this segment until the completion of the needed street overlay of this segment scheduled for July 2013.

FISCAL IMPACT:

Funding for this project is made available through the Sustainability accounts 138-1270-50000 (50%) and 138-1270-58033 (50%).

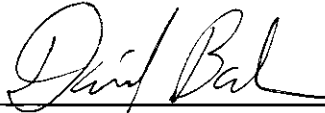
SUBMITTED:

Prepared by:



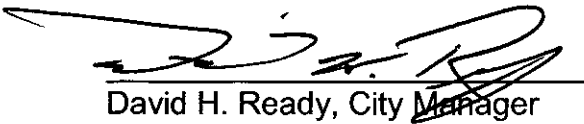
Savat Khamphou
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

Attachments:

1. Agreement

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2013, 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 Chrisp Company, 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:

BICYCLE LANES CITY PROJECT NO. 12-08

The Work is generally described as follows:

Construction of bicycle lanes on Avenida Caballeros, Via Escuela, and on Baristo Road. The work includes removal and replacement of existing traffic striping, installation of thermoplastic bike lane lines, thermoplastic bike lane markings, curb painting, and signs.

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 \$700 for each calendar day that expires after the time specified in Article 2, herein.

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 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 AS TO FORM:

By _____
City Attorney

Date _____

CONTENTS APPROVED:

By _____
City Engineer

Date _____

By _____
City Manager

Date _____

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

