



City Council Staff Report

Date: February 19, 2014 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR DEMUTH PARK – EAST PARKING LOT REPAIRS, CITY PROJECT NO. 14-01

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Palm Springs City Council approved Measure J funds for parking lot repairs at several City parks, including the East Parking Lot at Demuth Park. The project comprises cold milling of existing asphalt concrete pavement, construction of new 2" asphalt concrete overlay, construction of ADA access ramps, and thermoplastic striping and markings. Award of this contract will allow staff to proceed with the construction of the "Demuth Park – East Parking Lot Repairs" project, City Project No. 14-01.

RECOMMENDATION:

- 1) Approve Agreement No. _____, in the amount of \$39,639.00 with J.B. Paving and Engineering, for the construction of Demuth Park - East Parking Lot Repairs project, City Project No. 14-01 and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Last year, the Measure J Oversight Commission asked the City Council to consider the Commission's recommendations for Measure J project funding. The City Council approved a number of projects to be funded with Measure J funds, including the "Demuth Park – East Parking Lot Repairs" project.

The project design was prepared by the Public Works & Engineering Department and includes cold milling the existing pavement, asphalt concrete overlay, construction of

ADA access ramps, and application of thermoplastic parking stall striping on the easterly parking lot of Demuth Park, located on Mesquite Road next to the tennis courts.

On January 3, 2013 and January 10, 2013, the project was advertised for bids, and on February 4, 2014, the Procurement and Contracting Division received nine construction bids from the following contractors:

- | | | |
|----|---|-------------|
| 1. | J.B. Paving & Engineering, Yucaipa, CA | \$39,639.00 |
| 2. | L.C. Paving & Sealing, Inc. San Marcos, CA | \$41,237.65 |
| 3. | KAD Paving Company, Yucaipa, CA | \$41,368.00 |
| 4. | United Paving Company, Corona, CA | \$44,127.00 |
| 5. | NPG, Inc., Perris, CA | \$44,444.00 |
| 6. | American Asphalt South, Inc. Fontana, CA | \$46,315.80 |
| 7. | Tri Star Contracting, Inc. Desert Hot Springs, CA | \$47,854.90 |
| 8. | Hardy & Harper, Inc. Santa Ana, CA | \$51,000.00 |
| 9. | J.RDMMAC, Inc., Victorville, CA | \$55,750.00 |

The Engineer's estimate was \$42,000.00

The low bid of \$39,639.00 was submitted by J.B. Paving & Engineering, from Yucaipa.

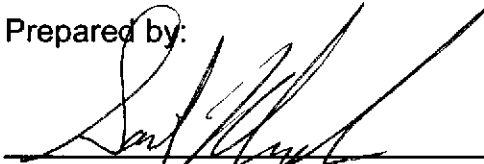
Staff is recommending award of the contract for Demuth Park – East Parking Lot Repairs, City Project No. 14-01, to the lowest responsive, responsible bidder, J.B. Paving & Engineering, a California Contractor from Yucaipa, whose owner is James John Brothers.

FISCAL IMPACT:

Sufficient funds for this project are available in Measure J account number 260-4500-59410.

SUBMITTED:

Prepared by:



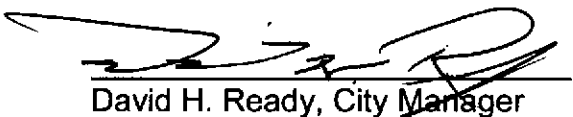
Savat Khamphou
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2014, 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:

DEMUTH PARK – EAST PARKING LOT REPAIRS CITY PROJECT NO. 14-01

The Work is generally described as follows:

Construction of parking lot improvements, including cold milling of existing asphalt concrete pavement, construction of new 2" asphalt concrete overlay, construction of ADA access ramps, and thermoplastic striping and markings.

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 \$700.00 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 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**

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 _____

