



## City Council Staff Report

Date: September 3, 2014 CONSENT CALENDAR

Subject: AWARD OF CONSTRUCTION CONTRACT FOR THE FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO (HWY 111) PROJECT, FEDERAL PROJECT NO. CML 5282 (037), CITY PROJECT NO. 09-11

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

---

### SUMMARY

Award of this contract will allow staff to proceed with construction of this federally funded capital improvement project.

### RECOMMENDATION:

1. Approve Agreement No. \_\_\_\_\_ in the amount of \$326,613.00 with Hillcrest Contracting, Inc, for the Farrell Drive Right Turn Lane at Vista Chino (Hwy 111) Project, Federal Project No. CML 5282 (037), City Project No.09-11; and
2. Authorize the City Manager to approve cumulative change orders of up to 10% of the awarded construction contract amount, or \$32,661.30; and
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Farrell Drive Right Turn Lane at Vista Chino project is a federally funded project and has oversight by the State through the California Department of Transportation ("Caltrans"). Caltrans coordinates all federal funding on local road projects. The project includes construction of a northbound right turn lane on Farrell Drive, construction of a new bus turnout on Vista Chino, relocation of an existing bus stop, upgrade of curb ramp at the southeast corner of the intersection, modification of traffic signals, construction of a new sidewalk, and reconstruction of existing asphalt concrete pavement.

The City received \$40,000 in federal funds for the Preliminary Engineering phase, including environmental clearance and design for this project. The City's consultant, KOA Corporation, has completed the environmental studies, the construction plans, specifications and estimates.

On March 12, 2014, the Public Works and Engineering Department received from Caltrans the Authorization to Proceed (E-76) with Construction for this project, with a federal amount of \$364,743.

On June 4, 2014, the City Council reviewed and approved the plans, specifications, and estimates and authorized staff to proceed with bidding. On June 28th, and July 5th, 2014, the project was advertised for bids, and at 3:00 p.m. on August 5, 2014, the Procurement and Contracting Division received construction bids from the following contractors:

1. Hillcrest Contracting, Inc.; Corona, CA	\$326,613.00
2. C.S. Legacy Construction, Inc.; Pomona, CA	\$345,914.00
3. Golden Vista Construction, Inc. (dba Golden Valley Construction); Palm Springs, CA	\$357,811.70
4. Granite Construction Company; Indio, CA	\$367,311.00
5. CLS Constructors, Inc.; Grand Terrace, CA	\$368,222.50
6. Tri-Star Contracting II, Inc.; Desert Hot Springs, CA	\$379,462.50
7. PTM General Engineering Services, Inc.; Riverside, CA	\$383,083.00

The engineer's estimate was \$416,000.00.

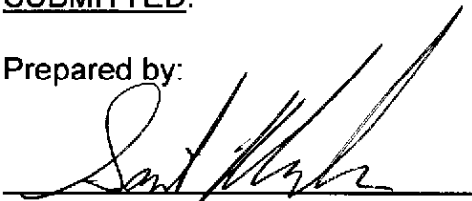
The lowest responsive, responsible bidder is Hillcrest Contracting, Inc., a California corporation located in Corona, and its officers are: Glenn J. Salsbury, President, and Einer G. Lindholm, Vice President/Secretary.

FISCAL IMPACT:

The federal contribution of 88.53% or \$289,150.48 is available in account number 261-4491-60076 and the local match of 11.47% or \$37,462.52 is available in account number: 133-4298-60076.

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

Attachment:

1. Agreement

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 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:

**FARRELL DRIVE RIGHT TURN LANE AT VISTA CHINO  
CITY PROJECT NO. 09-11  
FEDERAL AID PROJECT CML 5282 (037)**

The Work consists of construction of an eastbound right turn lane on Farrell Drive; construction of a new bus turnout on Vista Chino, and relocation of an existing bus stop; upgrading all curb ramps at the intersection; modification of traffic signals; construction of a new meandering sidewalk; reconstruction of existing AC pavement; 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 \$700 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, Federal Labor Standards Provisions, Federal Rates of Prevailing Wages, Federal Requirements for Federal-Aid Construction Projects (Form FHWA 1273), the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Equal Employment Opportunity Certification, Debarment and Suspension Certification, Non-Lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities, Bid Security or Bid Bond, Bidder's General Information, Exhibit 15G Local Agency Bidder DBE Commitment, Exhibit 15H DBE Information – Good Faith Efforts, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda number(s) \_\_\_\_\_ 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.

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: