



City Council Staff Report

Date: December 3, 2014 CONSENT CALENDAR

Subject: AWARD OF CONSTRUCTION CONTRACT FOR SUNRISE WAY AT BOYS & GIRLS CLUB/RALPH'S DRIVEWAYS TRAFFIC SIGNAL INSTALLATION, CITY PROJECT 13-25

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of this item will award the construction contract for the Traffic Signal Installation at the Boys & Girls Club/Ralph's Driveways.

RECOMMENDATION:

1. Approve Agreement No. _____ in the amount of \$209,687, subject to the protest provisions of Palm Springs Municipal Code Section 7.08.030, for the Sunrise Way at Boys & Girls Club/Ralph's Driveways Traffic Signal Installation with DBX, Inc., City Project No. 13-25; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

City Council authorized staff to investigate the warrants for a traffic signal at the intersection of Sunrise Way with the driveways at the Boys and Girls Club and Ralphs Shopping Center. The study was funded by Measure J and was performed in 2013 in conjunction with the 2013 Citywide Speed Study. The study showed a traffic signal is warranted. On November 20, 2013 a Purchase Order was issued to Albert Grover & Associates (AGA) for preparation of plans and specifications for the traffic signal. The plans, specifications and estimate were completed and submitted to the City Council on May 21, 2014. At the meeting, the City Council wanted further analysis.

A traffic simulation was presented on September 17, 2014 when City Council approved the Plans Specifications and Estimates and authorized staff to proceed with bidding. On October 25th, and November 1st, 2014, the project was advertised for bids, and at 4:00 p.m. on November 25, 2014, the Procurement and Contracting Division received construction bids from the following contractors:

- | | |
|--|-----------|
| 1. DBX, Inc.; Temecula, CA | \$209,687 |
| 2. PTM General Engineering Services, Inc.; Riverside, CA | \$216,166 |
| 3. Steiny and Company, Inc.; Baldwin Park, CA | \$250,258 |

The engineer's estimate was \$208,000.

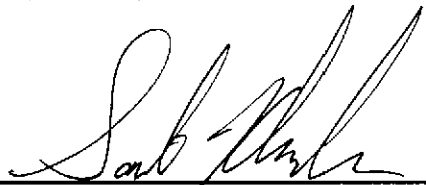
The lowest responsive, responsible bidder is DBX, Inc., a corporation, and its officers are: Jim Perry, President and Secretary.

FISCAL IMPACT:

Sufficient funding for this project is available in local Measure A funds in account number 134-4498-59416.

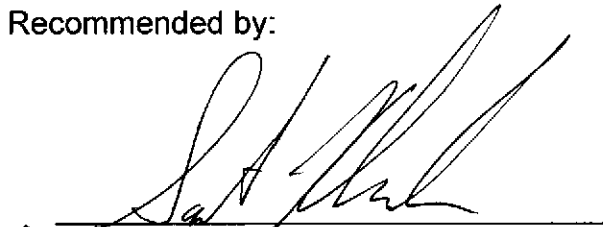
SUBMITTED:

Prepared by:



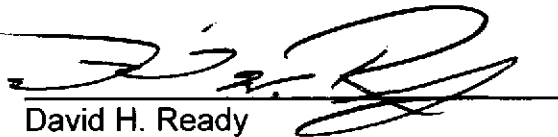
Savat Khamphou
Assistant Director of Public Works

Recommended by:



for 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:

SUNRISE WAY AT BOYS & GIRLS CLUB/RALPH'S DRIVEWAY TRAFFIC SIGNAL INSTALLATION, CITY PROJECT NO. 13-25

The Work comprises the installation of a new traffic signal and electrical system complete, with associated improvements at the intersection of Sunrise Way at Boys and Girls Club/Ralph's Driveway; traffic striping and signage; removal and replacement, and construction of various concrete improvements; 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 **\$750** 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, Bid Security or Bid Bond, Bidder's General Information, 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 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 _____

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 _____

State of _____
County of _____

On _____
before me, _____

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.

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.

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: