



City Council Staff Report

DATE: October 7, 2015

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO GOLDEN VISTA CONSTRUCTION INC., A CALIFORNIA CORPORATION, DBA GOLDEN VALLEY CONSTRUCTION, IN THE AMOUNT OF \$346,141 FOR THE TAHQUITZ CREEK TRIANGLE GATEWAY, CITY PROJECT NO. 14-16

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

Award of this contract will allow the City to proceed with construction of the Tahquitz Creek Triangle Gateway, City Project No. 14-16.

RECOMMENDATION:

1. Award a construction contract (Agreement No. ____) to Golden Vista Construction, Inc., a California corporation, dba Golden Valley Construction, in the amount of \$346,141 for the Tahquitz Creek Triangle Gateway, City Project No. 14-16; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On November 6, 2013, the City Council approved Agreement No. 6445 with MSA Consulting, Inc. for "On-Call Civil Engineering Design Services".

In July 2014, the City Council Subcommittee (Foat/Lewin) directed staff to initiate the development of a preliminary conceptual plan for the Project, using an on-call engineering firm. Staff received a proposal from MSA Consulting, Inc., in the amount of \$23,500 to develop the preliminary conceptual plan. Under the City Manager's signature authorization, MSA Consulting's proposal was approved and development of the conceptual plan was initiated.

On December 17, 2014, the City Council approved an increase of \$9,000 to MSA Consulting's proposal for a hydrology study to support a request to Riverside County Flood Control (RCFC) to approve the concept of converting the surface drainage across

ITEM NO. 2AA

the property to an underground storm drain system. Staff received a letter of support from RCFC on December 30, 2014, included as **Attachment 1**.

On February 2, 2015, staff met with the City Council Subcommittee to review the conceptual plan, and was directed to proceed with final design.

On March 4, 2015, the City Council approved a proposal with MSA Consulting to deliver final design plans and construction estimate for the Project, at a cost of \$36,000. The construction of this Project will convert the existing open surface flow to an underground storm drain system to improve the RCFC-owned triangle parcel as a trail head; extend the multi-use path along North Riverside Drive and add new landscaping. CVLink improvements such as: charging station, shade structures, associated hardscape, lighting, electrical design, benches and other amenities are being deferred to CVAG to install as part of the CVLink Project. A location map is provided below.

Location Map



A vicinity map illustrating a 500-ft radius from the Project is included in **Attachment 2**.

During the final design plan, staff has maintained coordination with RCFC and initiated the process to obtain a formal encroachment permit to improve the existing drainage at the site for the proposed trail head facility use. The cooperative agreement will identify shared operation and maintenance arrangements between RCFC and the City for the anticipated uses at the trail head.

A Minor Architectural Application (MAA) was submitted to the Architectural Advisory Committee (AAC) to review the new landscaping and extension of the multi-purpose trail (Case No. 3.3877). As described in the staff report to the AAC, the Project includes installation of a Class 1 multi-use trail as an extension of the existing Tahquitz Creek trail located along North Riverside Drive. Currently the trail terminates at Calle Palo Fierro with the new pathway extending west and north along North Riverside Drive to end at the intersection of South Palm Canyon Drive and East Sunny Dunes Road. The Project will convert a neglected parcel and improve it with pedestrian connections and new landscaping. On June 22, 2015, the AAC recommended approval of the Project, and the Director of Planning Services issued the MMA approval for the Project.

The Project area located south of Riverside Drive between the street curb and the Tahquitz Creek Wash is currently landscaped with 23 Desert Willow trees, Oleander and other underbrush. The triangle parcel adjacent to South Palm Canyon Drive contains several mature palm trees, an asphalt drainage ditch, and sand. The Project will remove the ditch, realign sidewalks, and includes modification of the existing traffic signal, and construction of new curb and gutters.

The new Class 1 trail will be 14 feet wide with a 3 foot shoulder on each side consisting of colored concrete to match existing. The construction of the trail will require the removal of existing vegetation including mature Desert Willow trees. These trees will be replaced with new plantings including 17 Desert Willow; 32 California Fan Palms; and 175 shrubs consisting of Desert Marigold, Creosote Bush, and Range Ratany.

The construction drawings for the Tahquitz Creek Triangle Gateway, City Project No. 14-16, (the "Project"); on July 15, 2015, the City Council approved the plans, specifications and estimate and authorized staff to advertise and solicit bids the Project. Subsequently, on September 3, 2015, the Procurement and Contracting Division received five construction bids from the following contractors:

Company	Location	Bid Amount
Golden Vista Construction, Inc., dba Golden Valley Construction	Palm Springs, CA	\$346,141
Tyco General Engineering	Rimforest, CA	\$349,948
All American Asphalt	Corona, CA	\$477,841
Tri-Star Contracting II, Inc.	Desert Hot Springs, CA	\$571,213.50
Parsam Construction, Inc.	Glendale, CA	\$709,868

A full bid summary is included as **Attachment 3**. The final construction estimate was \$375,000.

Public Works Contractor Registration Law (SB 854)

Under California Labor Code Section 1771.1, as amended by Senate Bill (SB) 854 (2014), unless registered with the State of California Department of Industrial Relations (DIR), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. Similarly, a public entity cannot award a public works contract to a non-registered contractor, effective April 1, 2015. Staff has reviewed the DIR's contractor registration database, and has confirmed that Golden Vista Construction, Inc., is registered with the DIR, and is appropriately licensed.

Golden Vista Construction, Inc., a California corporation, dba Golden Valley Construction, ("GVC"), of Palm Springs, California submitted the lowest responsive bid. Staff reviewed the CCS's bid, references, and contractor's license, and found GVC to be properly licensed and qualified. A construction contract with GVC for the Project is included as **Attachment 4**.

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. GVC has an office located in Palm Springs and is considered a local business.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; therefore, the Tahquitz Creek Triangle Gateway is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and will be filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 5**.

FISCAL IMPACT:

A total of \$300,000 was previously budgeted for the project through Measure J Capital Project Fund (Fund 260) for the Project. After deducting incurred expenditures for administrative and design costs, a balance of \$214,781 remained available for the Project with an estimated construction cost of \$375,000. As reported to the City Council on July 15, 2015, an additional appropriation of approximately \$175,000 was anticipated to fully fund the Project.

On September 24, 2015, the Measure J Commission reviewed the status of several pending capital projects funded through the Measure J Capital Improvement Fund. At that time, staff reported a budget shortfall of \$165,974 to include sufficient budget for award of the contract and construction support/administration services. The Measure J Commission did vote to recommend that the City Council appropriate an additional budget of \$165,974 from the contingency reserve fund held in the Measure J Unscheduled Capital Projects, Account No. 260-4500-50000, for the Project. Currently, the balance in this Account is \$1,388,833.

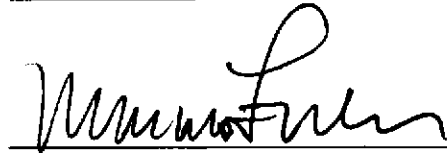
Staff recommends that the City Council approve the additional budget of \$165,974 from the contingency reserve fund to be appropriated to the Project in Account No. 260-4500-59447. On the basis of this additional appropriation, the Project budget and estimated expenditures are identified in Table 1.

Table of Project Costs	Amount
FY 13/14 Measure J Fund	\$300,000
FY 15/16 Budget Appropriation (Measure J)	\$165,974
Design Services	(\$68,886)
Project Administration (through 9/30/15)	(\$4,322)
Project Administration (Estimated)	(\$5,000)
Construction Inspection (Estimated)	(\$15,000)
Construction Contract	(\$346,141)
Construction Contingency	(\$25,000)
Remaining Balance	\$1,625

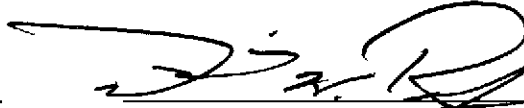
Table 1

With the City Council's approval of the additional budget appropriation of \$165,974 from the Measure J Capital Improvement Fund contingency reserve, sufficient funding will be available in Account No. 260-4500-59447 to award the contract.

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D
City Manager

Attachments:

1. RCFC Letter of Support
2. Vicinity Map
3. Bid Summary
4. Construction Contract
5. CEQA Notice of Exemption

ATTACHMENT 1

WARREN D. WILLIAMS
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

167086

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

December 30, 2014

Mr. Marcus L. Fuller
City Engineer
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Dear Mr. Fuller:

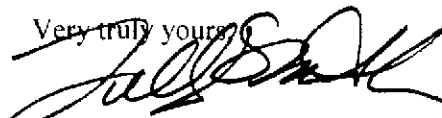
Re: Tahquitz Creek Trail Triangle
Gateway Project

On behalf of the District, I am writing to express our support for the City of Palm Springs' Tahquitz Creek Trail Triangle Gateway Project which will establish a trail head on the District's parcel located on South Palm Canyon Drive and Sunny Dunes Road adjacent to Tahquitz Creek. The City's consultant has developed alternatives for consideration that include re-routing the storm flows currently tributary to this area into an underground system which would allow for the development of the trail head. The preliminary analysis also recommends that the City address stormwater treatment options for eliminating polluted runoff into Tahquitz Creek with the installation of Best Management Practices to treat the hydrocarbon pollutants load associated with the three (3) acre watershed tributary to this site. The City is proposing to implement this project and is applying for State Department of Water Resources Urban Streams Restoration Program funds. The District supports the application and implementation of the project.

Many years ago the County Board of Supervisors recognized the trail potential associated with many District properties. The Board mandated that when and where feasible, practical and safe, the District enter into cooperative agreements (which explicitly assigns the cost and liability associated with all recreational activities to the partnering agency) that will result in the dual use of District properties.

Based on our past successes and the continuing need for recreation trails throughout the County, the District is committed to continue to seek these opportunities. Please accept this letter as my support for the project. Once the project is ready to move forward, please contact the District so we can begin the final approval process, which will involve the review and approval of the plans, the District's CEQA action (based on the City's CEQA document) and the development and execution of the cooperative agreement. Should you have any questions, please feel free to contact Zully Smith, Chief of Operations and Maintenance Division at 951.955.1280 or email zsmith@rcflood.org.

Very truly yours,

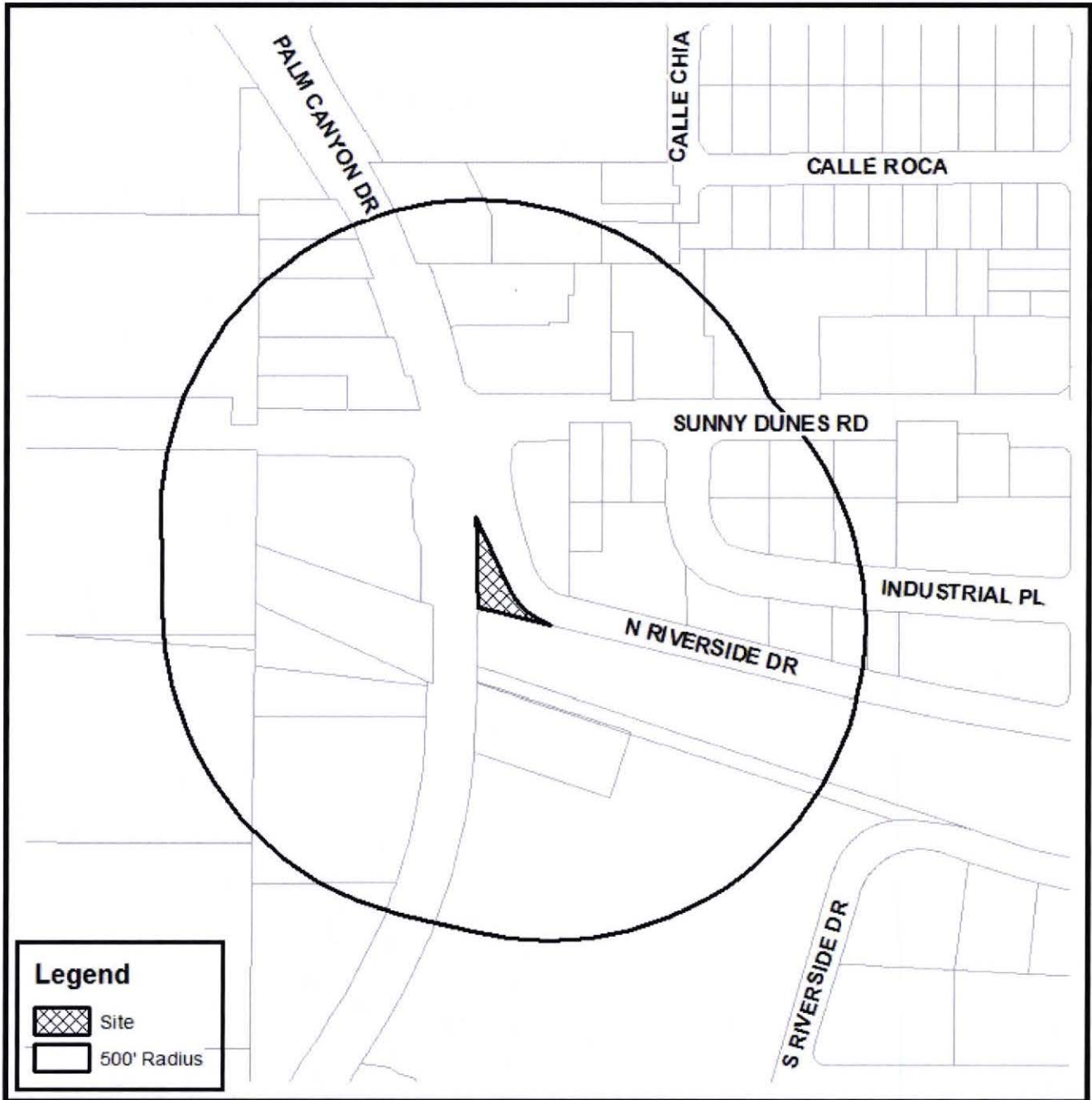

for WARREN D. WILLIAMS
General Manager-Chief Engineer

cc: Jason Uhley
Zully Smith
Imad Guirguis
ZS:rlp

ATTACHMENT 2



Department of Public Works and Engineering Vicinity Map



CITY OF PALM SPRINGS

ATTACHMENT 3

ATTACHMENT 4

**AGREEMENT
(CONSTRUCTION CONTRACT)**

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 Golden Vista Construction, Inc., a California corporation, dba Golden Valley Construction, 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

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**TAHQUITZ CREEK GATEWAY TRIANGLE PARCEL
CITY PROJECT NO. 14-16**

The Work includes development of a new Tahquitz Creek bike path gateway at the southeast corner of S. Palm Canyon Drive and Sunny Dunes Road, requiring removal of existing improvements and construction of a new underground storm drain system, concrete bike path, curb and gutter, sidewalk, modified access ramp, asphalt pavement, modifying existing irrigation systems, removal and installation of landscaping, relocation of traffic signal equipment, modifying landscape lighting and electrical system, traffic striping and signage, 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 specified in Section 6-9 of the Special Provisions 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 Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is **Three Hundred Forty Six Thousand One Hundred Forty One Dollars (\$346,141)**.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension of discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

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, Local Business Preference Program – Good Faith Efforts, Non-Discrimination Certification, Non-Collusion Declaration, 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 01 to 02, inclusive, and all Construction Contract 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 -- MUTUAL OBLIGATIONS

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, including the requirement to furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement), and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

ARTICLE 6 -- 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 City Engineer as provided in the Contract Documents.

ARTICLE 7 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice between the parties, 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 8 -- INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder. This Article 8 incorporates the provisions of Section 7-15 "Indemnification," of the Special Provisions, which are hereby referenced and made a part hereof.

ARTICLE 9 -- NON-DISCRIMINATION

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 10 -- 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.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**CITY OF PALM SPRINGS,
CALIFORNIA**

APPROVED BY THE CITY COUNCIL:

By _____
David H. Ready
City Manager

Date _____

Agreement No. _____

ATTEST:

By _____
James Thompson
City Clerk

APPROVED AS TO FORM:

By _____
Douglas Holland
City Attorney

RECOMMENDED:

By _____
Marcus L. Fuller, PE, PLS
Assistant City Manager/City Engineer

CONTRACTOR

By: Golden Vista Construction, Inc., a California corporation,
dba Golden Valley Construction
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

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:

ATTACHMENT 5

Notice of Exemption

Form D

To: Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) City of Palm Springs

3200 E. Tahquitz Canyon Way

Palm Springs, CA 92262

(Address)

County Clerk
County of Riverside

P.O. Box 751

Riverside, CA 92502-0751

Project Title: Tahquitz Creek "Triangle Parcel" Trail Head

Project Location - Specific:

Palm Springs, Section 23, T4S, R4E, APN 508-161-002, south-east corner of South Palm Canyon Drive and Sunny Dunes Road, north of Tahquitz Creek Channel.

Project Location - City: Palm Springs

Project Location - County: Riverside

Description of Project:

The project consists of replacement of an existing under-sidewalk drain, removal of existing asphalt concrete drainage swale, installation of 8" reinforced concrete pipe storm drain, and connection to the existing outlet structure at Tahquitz Creek Channel.

Name of Public Agency Approving Project: City of Palm Springs

Name of Person or Agency Carrying Out Project: City of Palm Springs

Exempt Status: (check one)

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number: 15301(c) & (e) Existing Facilities

Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project will convert the existing open surface flow to an underground system to improve the RCFC owned "triangle parcel" as a Trail Head for the future Coachella Valley Link Bike Path to be constructed by CVAG.

Lead Agency

Contact Person: Savat Khamphou, P.E.

Area Code/Telephone/Extension: (760) 323-8253 x 8744

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____

Date: 3/17/2015

Title: Asst. Dir. Public Works

Signed by Lead Agency

Date received for filing at OPR: _____

Signed by Applicant

January 2004