



City Council Staff Report

December 17, 2008

CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE INDIAN CANYON DRIVE AT TAMARISK ROAD TRAFFIC SIGNAL INSTALLATION, CITY PROJECT NO. 06-12, FEDERAL AID PROJECT HSIPL-5282(028)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

In April 2007, the Public Works and Engineering Department submitted an application to Caltrans for a federal Highway Safety Improvement Program (HSIP) grant to construct a new traffic signal at Indian Canyon Drive and Tamarisk Road. Award of this contract will allow staff to proceed with construction of this new traffic signal.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$165,204 with DBX, Inc., for the Indian Canyon Drive at Tamarisk Road Traffic Signal Installation, City Project No. 06-12, Federal Aid Project HSIPL-5282(028); and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In April 2007, the Public Works and Engineering Department submitted an application to Caltrans for a federal Highway Safety Improvement Program (HSIP) grant to construct a new traffic signal at Indian Canyon Drive and Tamarisk Road. The HSIP is a program to provide federal funding for traffic improvements that will address safety issues. In the period of January 2000 to September 2006, there were a total of 20 injury collisions and 11 non-injury collisions at the Indian Canyon Drive / Tamarisk Road intersection. At this intersection, sight distance is severely limited at the northeast corner due to limited right-of-way and insufficient set-back between the curb and garden wall of the adjacent residence. The limited sight distance prevents drivers from adequately seeing southbound drivers on Indian Canyon Drive. In order to address the sight restriction, the City installed traffic signage prohibiting westbound left-turn vehicles onto Indian Canyon Drive. However, many of the collisions at this intersection were a direct result

Item No. **2.J.**

of drivers disobeying the westbound left-turn restriction onto Indian Canyon Drive, and colliding with southbound vehicles on Indian Canyon Drive.

Given the high rate of collision history at this intersection, in addition to other factors, this intersection met warrants for a traffic signal. In June 2007, Caltrans approved the City's request for HSIP funding for a new traffic signal at this intersection, approving the \$242,000 total project cost and the corresponding 90% (\$217,800) federal grant.

On September 23, 2008, Caltrans approved the City's request for authorization to commence construction of this new traffic signal. The plans and specifications were prepared by Department staff, and on, October 1, 2008, the City Council approved the plans and specifications and authorized construction bidding. On November 6 and 13, 2008, the project was advertised for bids, and at 2:00 p.m. on December 9, 2008, the Procurement and Contracting Division received construction bids from the following contractors:

1. DBX, Inc.; Temecula, CA; \$165,204
2. TDS Engineering; Westlake Village, CA; \$175,934
3. Sierra Pacific Electrical Contracting, Riverside, CA; \$186,727
4. Moore Electrical Contracting, Inc.; Corona, CA; \$192,912
5. Steiny and Company, Inc.; Baldwin Park, CA; \$194,444
6. PTM General Engineering Services, Inc.; Riverside, CA; \$199,099
7. California Professional Engineering; \$212,954

The Engineer's estimate for this project was \$206,370.

The low bid was submitted by DBX, Inc., a California corporation. The corporate officers are: Jim Perry, President/Secretary/Treasurer; and James C. Perry, Vice President.

FISCAL IMPACT:

Funding for this project is available in the following accounts: 134-4498-50252 and 261-4491-50252. Federal funding of 90% of construction costs up to a maximum of \$217,800 is available from the HSIP grant; local Measure A funding will be used to cover the local share of 10% of construction costs. No general funds will be used for this project.

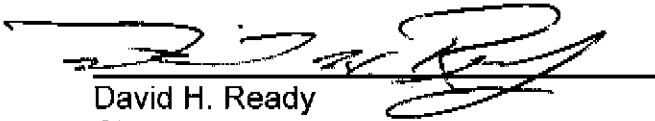
Submitted:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready
City Manager

Attachments:

1. Agreement

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200__, 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 DBX, Inc., a California corporation 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:

INDIAN CANYON DRIVE AT TAMARISK ROAD TRAFFIC SIGNAL INSTALLATION CITY PROJECT NO. 06-12; FEDERAL AID PROJECT HSIPL-5282(028)

The Work comprises the installation of a new traffic signal and electrical system complete, with associated improvements at the intersection of Indian Canyon Drive and Tamarisk Road; 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 \$165,204.00

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, 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 0 to 0 , 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: DBX, Inc., a California corporation Check one: Individual Partnership Corporation
Address: 42066 Avenida Alvarado, Suite C
Temecula, CA 92590

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, _____
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.

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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: