



## City Council Staff Report

Date: April 15, 2009 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE SAFE ROUTES TO SCHOOL,  
STATE FUNDED PROJECT, CITY PROJECT NO. 08-06

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

The City received a \$329,400 state grant through the Safe Routes to School (SR2S) program from the California Department of Transportation ("Caltrans") for construction of new sidewalk and ADA access ramps, and installation of in-pavement lighted crosswalks, flashing beacons, and warning signs at various locations in the vicinity of four Elementary Schools. Award of this contract will allow staff to proceed with this project.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$213,573.00 with Contreras Construction Co., for Bid Schedules A, B, C, and D for the Safe Routes to School Project, City Project No. 08-06;" and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

In November 2007, the Public Works and Engineering Department applied to Caltrans for the 7th Cycle of Safe Routes to School (SR2S) program funding for infrastructure improvements at four elementary schools in Palm Springs. The application provided details on a collaborative community-based project at four school sites in the City, designed to increase the safety of students walking and biking to and from school. The City requested \$329,400 in state funding for this project, for a total project cost of \$366,000.

In March 2008, after a competitive review, Caltrans approved the requested funding amount. More than 480 applications were submitted by local agencies from around the state, and only 139 were approved for funding.

ITEM NO. 2.J.

The project includes construction of a new sidewalk on the east side of Via Miraleste between Via Escuela and Racquet Club Road, to provide safe access for students to walk to Vista Del Monte Elementary School using the flashing beacon at the cross-walk at Racquet Club Road. The project also includes construction of a flashing beacon with in-pavement lights and access ramps at the following locations:

- 1) Paseo Dorotea at Camino San Simeon at Cielo Vista Elementary School
- 2) Mesquite Avenue west of Calle Palo Fierro at Cahuilla Elementary School
- 3) Tachevah Drive at Asher Drive at Katherine Finchy Elementary School

Staff has prepared the plans and specifications for bidding this project, and coordinated with property owners along Via Miraleste regarding the proposed sidewalk construction and its impact to existing front yard landscaping and other improvements.

On February 18, 2009, the City Council approved the plans and specifications, and authorized bidding. On February 21 and 28, 2009, the project was advertised for bids, and at 2:00 p.m. on March 31, 2009, the Procurement and Contracting Division received construction bids from the following contractors:

1. Contreras Construction Co.; Indio, CA; \$213,573
2. Zeus Construction; Palm Desert, CA; \$232,910
3. Pouk & Steinle, Inc.; Riverside, CA; \$240,753.80
4. PTM General Engineering Services, Inc.; Riverside, CA; \$241,265.40
5. Landmark Site Contractors; Perris, CA; \$255,880
6. MacKenzie Electric, Inc.; Highland, CA; \$259,336
7. JDC, Inc.; Rancho Cucamonga, CA; \$259,695
8. Granite Construction Co.; Indio, CA; \$262,875.50
9. Terno, Inc.; La Mirada, CA; \$264,501
10. G&M Construction; Palm Springs, CA; \$305,825

The Engineer's estimate for this project was \$270,000.

The low bid was submitted by Contreras Construction Co., a California corporation. The corporate officers are: Enrique Contreras and Ruben Contreras.

**FISCAL IMPACT:**

This project is funded with 90% in state grant funds through the Safe Routes to School grant, account 261-4491-50269, and with 10% local matching funds in Local Measure A account 134-4498-50269. No General Funds are required for this project.

Submitted:



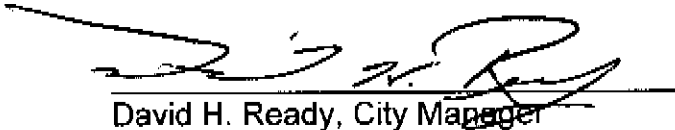
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David J. Barakian  
Director of Public Works/City Engineer



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Thomas J. Wilson  
Assistant City Manager



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David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

ATTACHMENT 1  
AGREEMENT

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009, 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 Contreras Construction Co. 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 Schedules of the City's Contract Documents entitled:

#### **SAFE ROUTES TO SCHOOL CITY PROJECT NO. 08-06**

The Work is generally described as follows:

Construction of solar powered in-pavement lighted crosswalks, beacons and related improvements at Cahuilla, Cielo Vista and Katherine Finchy Elementary Schools, and construction of sidewalk and related improvements on Via Mireleste for Vista del Monte Elementary School.

### **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 the 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 \$690 for each calendar day that expires after the time specified in Article 2, herein.

### **ARTICLE 3 -- CONTRACT PRICE            \$213,573.00 Bid Schedules A, B, C and D**

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, 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 01, 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 provisions of 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 as amended by the Special Provisions will have the meanings indicated in said Standard Specifications and 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 \_\_\_\_\_

**APPROVED AS TO FORM:**

Agreement No. \_\_\_\_\_

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: Contreras Construction Co. Check one: Individual Partnership  Corporation

Address: 81-149 Indio Blvd.  
Indio, CA 92201

By \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

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.

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.

Notary Signature:

Notary Seal:

By \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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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