



City Council Staff Report

Date: September 2, 2009 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE GENE AUTRY TRAIL GATEWAY LANDSCAPE IMPROVEMENT PROJECT, (CITY PROJECT 06-03), FEDERAL AID PROJECT NO. ESPLE-5282 (027)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The City is the recipient of \$1,850,000 in federal economic stimulus funds, allocated specifically for the federally funded Transportation Enhancement ("TE") Program, for the Gene Autry Trail Gateway Landscape Improvement Project, City Project 06-03. This project will construct new parkway and median landscaping on Gene Autry Trail, between Vista Chino and Via Escuela, and a new a "Gateway" entry monument sign and landscaped area at the southwest corner of Vista Chino and Gene Autry Trail (now considered a "pocket park"). Award of this contract will allow staff to proceed with this public project.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$1,225,233.75 for Bid Schedule A, Bid Schedule B and Additive Bid Schedule C with Sierra Landscape Company, for the Gene Autry Trail Gateway Landscape Improvement Project, (City Project 06-03), Federal Aid Project No. ESPLE-5282(027); and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City is the recipient of \$1,850,000 in federal economic stimulus funds, allocated specifically for the federally funded Transportation Enhancement ("TE") Program, for the Gene Autry Trail Gateway Landscape Improvement Project, City Project 06-03. This project will construct new parkway and median landscaping on Gene Autry Trail, between Vista Chino and Via Escuela, and a new a "Gateway" entry monument sign and landscaped area at the southwest corner of Vista Chino and Gene Autry Trail (now considered a "pocket park").

On July 1, 2009, the City Council approved the plans, specifications, and working details, and authorized bidding of this project. On July 25 and August 1, 2009, the project was advertised for bids, and at 2:00 P.M. on August 25, 2009, the Procurement and Contracting Manager received construction bids from the following contractors:

1. Sierra Landscape Company; Palm Desert, CA: \$1,225,233.75
2. Marina Landscape, Inc.; Anaheim, CA: \$1,337,164.40
3. EBS Concrete, Inc.; Corona, CA: \$1,398,000.72
4. ValleyCrest Landscape Development, Inc.; Cypress, CA: \$1,431,391.00
5. Park West Landscape, Inc.; Rancho Santa Margarita, CA: \$1,433,096.47
6. Land Forms Landscape Construction; Laguna Niguel, CA: \$1,488,271.63
7. Rock Bottom, Inc.; Bakersfield, CA: \$1,517,032.30
8. Mega Way Enterprises; Pomona, CA: \$1,639,483.50
9. Desert Concepts Construction, Inc.; Palm Desert, CA: \$1,672,833.49

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," is not applicable to this project as federal law prohibits the use of local preference guidelines in awarding a construction contract funded with federal funds.

However, the prime contractor, Sierra Landscape Company, is a local business from Palm Desert, and has listed the following sub-contractors in its Bid:

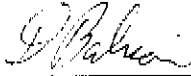
1. A. Flores Excavating & Grading; La Quinta, CA (also a certified DBE firm)
2. Archuleta Concrete Construction Co.; Bermuda Dunes, CA (also a certified DBE firm)
3. Brudvik Inc.; Palm Springs, CA
4. Dateland Construction; Indio, CA
5. Land Survey and Planning Consultants; Desert Hot Springs, CA

The Engineer's Estimate was \$1,550,000. The low bid was submitted by Sierra Landscape Company, a California corporation, and its principal officers are George L. Gonzalez, President/Treasurer and Theresa L. Gonzalez, Vice-President/Secretary.


FISCAL IMPACT:

100% of the construction costs for this project are funded by the federal grant. Funding for this project is available in the federal grant account 261-4491-50277 (Fed Stim Park/Autry/Vista). On-going maintenance costs of the new landscaping will require future amendment of the City's landscape maintenance contract with Merchants Landscape Services, Inc. (Agreement No. 5300) estimated at \$25,000 annually, however, the costs are currently being negotiated and a formal contract amendment will be brought to Council for approval prior to completion of construction of this project (which includes a 90-day plant establishment/maintenance period).

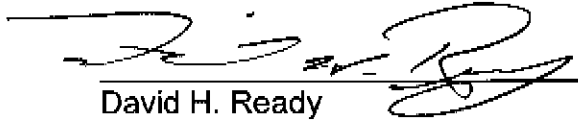
Submitted:



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 _____, 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 Sierra Landscape Company, 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:

GENE AUTRY TRAIL GATEWAY LANDSCAPE IMPROVEMENT PROJECT CITY PROJECT NO. 06-03; FEDERAL AID PROJECT ESPLE-5282(027)

The Work comprises the installation of new median and parkway irrigation, landscaping and lighting improvements within Gene Autry Trail from Vista Chino to Via Esculea; and construction of a new park and recreation area located at the southwest corner of Gene Autry Trail and Vista Chino, including, but not limited to: clearing, grubbing and miscellaneous removals; grading and earthwork; construction of drainage improvements and facilities; construction of decorative Portland cement concrete improvements; construction of decorative and ornamental monument signage complete with reinforced concrete footings; installation of new irrigation, landscaping and lighting 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 **\$3,375** 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

Bid Schedules A, B and Additive Bid Schedule C: \$1,225,233.75

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 15G1 Local Agency Bidder UDBE Commitment, Exhibit 15G2 Local Agency Bidder DBE Information, Exhibit 15H UDBE 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 numbers No. 1 to No. 4, 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: Sierra Landscape Company Check one: Individual Partnership Corporation
Address: 73-771 Dinah Shore Dr., Suite 200
Palm Desert, CA 92211

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: