



## City Council Staff Report

Date: July 20, 2011

CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE BELARDO ROAD BRIDGE AND ROADWAY PROJECT, FEDERAL PROJECT NO. PLHL-5282 (020), CITY PROJECT NO. 87-49

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

Award of this contract will allow staff to proceed with this federally funded capital improvement project.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$2,221,366.06 with G&M Construction, a California corporation, for the Belardo Road Bridge and Roadway Project, Federal Project No. PLHL-5282 (020), City Project No. 87-49; and
- 2) Authorize the City Manager to approve cumulative change orders of up to 10% of the awarded construction contract amount, or \$222,136.61; and
- 3) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On May 18, 2001, the City and Agua Caliente Band of Cahuilla Indians (Tribe) submitted a joint application to the Federal Highway Administration (FHWA) for Federal Public Lands Highway Discretionary (PLHD) funds to construct the Belardo Road Bridge and Roadway Project. With the support of local, state and federal representatives, the City was successful in being awarded \$3,000,000 in PLHD funds for this project.

As the City and Tribe collectively contributed to and are partners in this project, a Memorandum of Understanding (MOU) between the City and Tribe regarding oversight of this project was approved June 19, 2002. The MOU outlines the responsibilities of both the City and Tribe, with the Tribe coordinating the environmental and right-of-way phases, and the City coordinating the design and construction phases.

ITEM NO. 2M

The City adopted a Mitigated Negative Declaration for this project on May 27, 2009. Subsequently, the City and Tribe coordinated on right-of-way acquisition for the project, which was completed in August 2010.

As a federally funded project, this project has oversight by the state through the California Department of Transportation ("Caltrans"). Caltrans coordinates all federal funding on local road projects. On March 29, 2011, Caltrans authorized the City to proceed with construction of this project.

On May 4, 2011, the City Council approved the plans and authorized bidding. On May 7 and 14, 2011, the project was advertised for bids, and at 3:00 p.m. on June 21, 2011, the Procurement and Contracting Division received construction bids from the following seven contractors:

1. G&M Construction; Palm Springs, CA	\$2,221,366.06
2. Flatiron West, Inc.; San Marcos, CA	\$2,560,374.00
3. Granite Construction Co.; Watsonville, CA	\$2,829,900.00
4. Hazard Construction Co.; Palm Desert, CA	\$2,903,522.65
5. FTR International, Inc.; Irvine, CA	\$2,948,339.12
6. SEMA Construction, Inc.; Lake Forest, CA	\$2,975,898.00
7. Skanska USA Civil West California District, Inc.; Riverside, CA	\$2,978,145.00
8. Riverside Construction Co. Inc.; Riverside, CA	\$3,035,827.75
9. Griffith Company; Santa Fe Springs, CA	\$3,117,895.40
10. Minco Construction; Gardena, CA	\$3,887,245.00

The Engineer's Estimate was \$3,450,000.

The lowest, responsive bidder is G&M Construction, whose principal officers are: George Marantz, President; and Dianne Marantz, Secretary/Treasurer.

Given the federally funded nature of this project, and to ensure that the project construction proceeds without delay, it is recommended that special authority be granted to the City Manager to approve contract change orders for this project up to 10% of the awarded contract amount. This will allow the City Manager, upon the recommendation of the City Engineer, to authorize up to an additional \$222,136.61 in cumulative change orders, to allow this project to proceed without delay in the event changes in the work, or extra work, are necessary.

FISCAL IMPACT:

This project is funded by a \$3,000,000 Public Lands Highway Discretionary federal grant, of which \$2,325,194 remains available for construction (prior funds were used for the environmental and design phases). Additionally, the Agua Caliente Band of Cahuilla Indians has made available an additional \$2,035,362 of its own federal Indian Reservation Roads funding for this project.

No local miscellaneous General Funds have been or will be required for this project.

Sufficient funds are available in accounts 261-4491-50169 and 261-4491-50297.

SUBMITTED:

Prepared by:



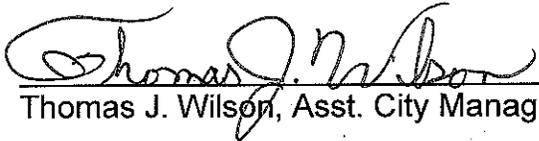
Marcus L. Fuller  
Assistant Director of Public Works

Recommended by:

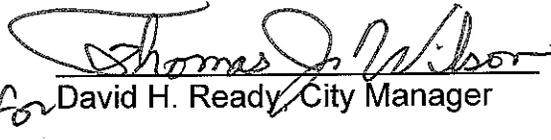


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



for David H. Ready, City Manager

Attachments:

1. Agreement

## AGREEMENT

**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 G & M Construction, 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:

#### **BELARDO ROAD BRIDGE AND ROADWAY PROJECT CITY PROJECT NO. 87-49; FEDERAL AID PROJECT PLHL 5282 (020)**

The Work comprises the construction of a new bridge across the Tahquitz Creek on Belardo Road, and construction of new roadway improvements on Belardo Road, generally extending from Ramon Road to S. Palm Canyon Dr., including: clearing and grubbing; earthwork, excavation, imported borrow, and backfill; asphalt concrete pavement; pre-stressed cast-in-place concrete; structural concrete; minor concrete; bar reinforcing steel; reinforced concrete pipe; rock-slope protection; traffic striping and markings, 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 **\$2,200** 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            \$2,221,366.06**

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 01 to 04, 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: G&M Construction Check one: Individual Partnership  Corporation  
Address: 211 W. Mesquite Avenue  
Palm Springs, CA 92264

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 \_\_\_\_\_  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.

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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: