



City Council Staff Report

DATE: July 19, 2017

CONSENT CALENDAR

SUBJECT: APPROVE A COOPERATIVE AGREEMENT WITH THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENT (CVAG) IN A FORM ACCEPTABLE TO THE CITY ATTORNEY FOR A FUNDING CONTRIBUTION OF \$411,000, AND AWARD A CONSTRUCTION CONTRACT TO EBS GENERAL ENGINEERING, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$399,000 FOR THE N. PALM CANYON DRIVE AT STEVENS ROAD AND VIA LAS PALMAS CROSSWALK INSTALLATIONS, CITY PROJECT NO. 16-13

FROM: David H. Ready, City Manager

BY: Engineering Services Department

SUMMARY

This action requests Council approval of a Cooperative Agreement with the Coachella Valley Association of Government (CVAG) for the 2017 Bicycle and Pedestrian Safety Program granting the City up to \$411,000 for pedestrian crosswalks on N. Palm Canyon Drive. This action also requests Council to award a contract to construct and install two new protected pedestrian marked crosswalks for the N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13, (Project).

PRINCIPLES

EBS Engineering, Inc., is a registered Corporation with the State of California. The CEO is Joseph Nanci, who also acts as Secretary, and CFO.

RECOMMENDATION:

1. Approve Agreement No. _____, a Cooperative Agreement for funding contribution from Coachella Valley Association of Government Bicycle and Pedestrian Safety Program for 2017 for amount up to \$411,000 for the N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13 in a form acceptable to the City Attorney;
2. Award a construction contract (Agreement No. _____) to EBS General Engineering, Inc., a California corporation, in the amount of \$399,000 for the N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13;

ITEM NO. 1.J.

3. Delegate authority to the City Manager to approve and execute construction contract change orders up to the cumulative amount of \$39,900; and
4. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City retained Albert A. Webb & Associates, (Webb), to prepare a traffic analysis for the N. Palm Canyon Drive corridor between Tachevah Drive and Vista Chino to determine whether warrants for traffic signals or marked pedestrian crosswalks at the following non-signalized intersections are satisfied:

- Vereda Sur
- Via Las Palmas
- Vereda Norte
- Camino Monte Vista
- Stevens Road

The traffic analysis submitted determined none of the five intersections above met traffic signal warrants due to the low traffic volumes on the side streets. However, the pedestrian crosswalk evaluation within the traffic analysis identified two new protected pedestrian crosswalk locations at Via Las Palmas and Stevens Road. Conceptual exhibits provided in the traffic analysis are shown below in Figures 1 and 2.

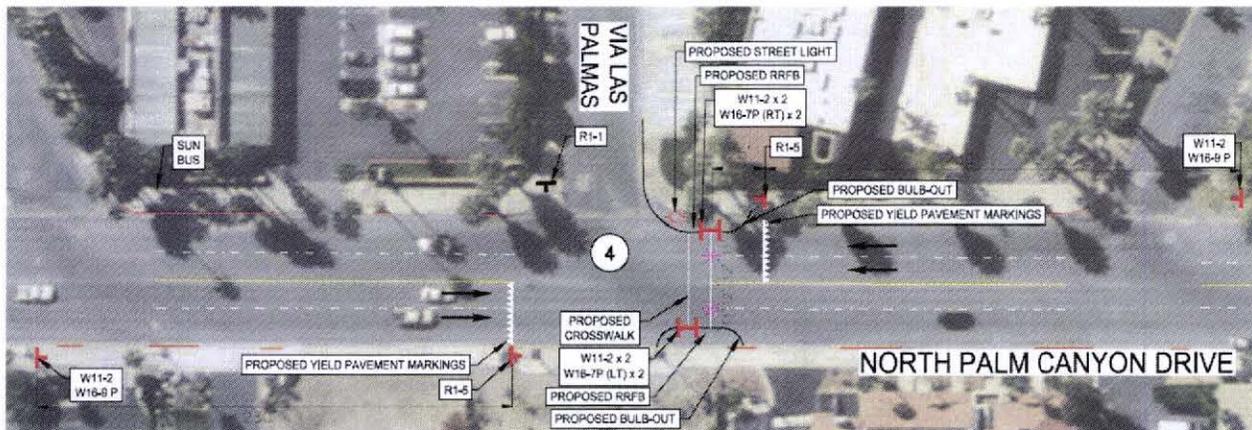


Figure 1

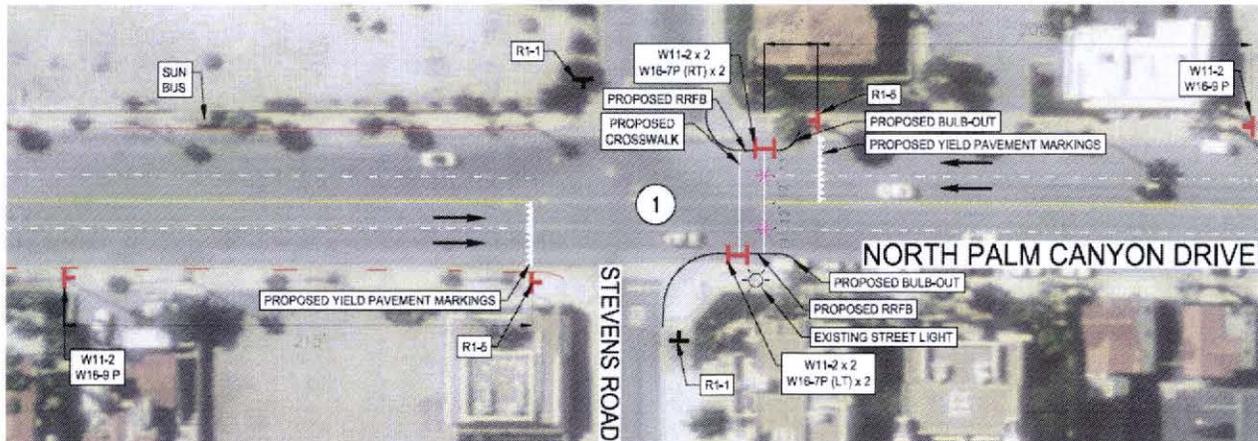


Figure 2

On October 19, 2016, the City Council authorized the City Engineer to install two protected pedestrian crosswalks at Via Las Palmas and Stevens Road in accordance with Chapter 12.68 “Pedestrians” of the Palm Springs Municipal Code. In addition, the City Council authorized a Purchase Order with Webb to proceed with traffic engineering design services.

The Project scope of work for the two protected pedestrian marked crosswalks at Via Las Palmas and Stevens Road include minor asphalt concrete pavement, concrete curb extensions (bulb-outs), curb and gutter, sidewalk, curb ramps, in-roadway warning lights, roadside flashing yellow beacons, street lighting, pavement markings and roadside signage. The placement of these two protected pedestrian marked crosswalks would be positioned along the northerly side of the intersections consistent with the traffic analysis prepared by Webb.

Staff has notified the adjacent commercial property owners regarding the proposed crosswalk improvements, and none have objected.

On May 17, 2017, the City Council approved the contract documents (plans and specifications) and authorized to bid the N. Palm Canyon Drive at Via Las Palmas and Stevens Road Crosswalk Installations, City Project No. 16-13, (Project).

On May 18, 2017, the Notice of Inviting Bids was released to the general contracting community and was published in the Desert Sun on May 20th and 27th in accordance with the City’s bidding procedures. Subsequently, on June 22, 2017, the Procurement and Contracting Division received six construction bids from the following contractors listed in Table 1:

Company	Location	Bid Amount
EBS General Engineering, Inc.	Corona, CA	\$399,000.00
CT&T Concrete Paving, Inc.	Pomona, CA	\$433,367.50

Company	Location	Bid Amount
Leonida Builders Inc.	Santa Clarita, CA	\$461,190.00
PTM General Engineering Services, Inc.	Riverside, CA	\$461,999.00
Victor Concrete Inc.	Santa Ana, CA	\$590,690.00
TriStar Contracting II Inc.	Desert Hot Springs, CA	\$611,167.70

Table 1

The engineer’s estimate for the Project as reported to the City Council on May 17, 2017, was \$342,000; a full bid summary is included as **Attachment 1**.

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 EBS General Engineering, Inc., is registered with the DIR, and is appropriately licensed.

EBS General Engineering, Inc., of Corona, California, submitted the lowest responsive bid; staff reviewed the bid and contractor’s license, and found EBS General Engineering, Inc., to be properly licensed and qualified. A construction contract with EBS General Engineering, Inc., is included as **Attachment 2**.

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. EBS General Engineering, Inc., is not considered a local business, however, has demonstrated sufficient evidence of good faith efforts to sub-contract the supply of materials to local business enterprises as well as subcontract 3.3% of the proposed striping to a firm located in the City of Beaumont.

City Council Approval of Contingency Funds

Staff recommends that the City Council delegate authority to the City Manager to approve and execute construction contract change orders up to an additional amount of \$39,900. Staff will carefully evaluate any additional or extra work claims presented by EBS General Engineering, Inc., and if valid, submit to the City Manager for his approval. In this way, work can proceed uninterrupted as staff administratively process construction contract change orders up to the authority specifically authorized herein by

the City Council.

2017 CVAG Bicycle and Pedestrian Safety Program

In response to a Call for Projects aimed at the 2017 CVAG Bicycle and Pedestrian Safety Program, the City submitted seven project applications. On June 26, 2017, CVAG staff made a recommendation to the Executive Committee to approve 10 project applications submitted by various cities in the Coachella Valley. From the seven projects submitted by the City, five applications were approved which one of the projects included the N. Palm Canyon Drive at Steven Road and Via Las Palmas. A copy of the CVAG staff report dated June 26, 2017 is included as **Attachment 3**.

Staff is recommending that the City Council approve a Cooperative Agreement with CVAG in a form acceptable to the City Attorney, to formalize the funding contributions of up to the amount of \$411,000 in funding toward the N. Palm Canyon Drive crosswalks. A copy of the draft Cooperative Agreement is included as **Attachment 4**.

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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Therefore, in accordance with Section 15301(c), staff has determined that the N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13, is considered categorically exempt from CEQA and a Notice of Exemption has been prepared and filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 5**.

FISCAL IMPACT:

Funding History

The City Council directed that this project be funded with budget appropriated in the Measure J Capital Improvement Fund (Fund 260) in two ways: 1) the design costs of \$31,130 to be funded from the Non-Motorized Transportation Program ("NMTP")

funding in Account No. 260-4500-59445; and 2) the construction costs of \$200,000 from funding allocated to the Measure J Community Projects.

On October 21, 2015, the City Council approved the Measure J "Community Projects" recommendations and three-year plan, and appropriated Measure J funding for the first two years of the listed Community Projects. The installation of a traffic signal at La Verne Way and Twin Palms Drive was identified as a project for Fiscal Year 2016/2017 with a budget of \$200,000. However, Webb performed a traffic analysis and determined that traffic signal warrants were not satisfied at La Verne Way and Twin Palms Drive. Therefore, the budget of \$200,000 allocated from the Measure J Community Projects list was available to be reallocated to installation of the two new protected crosswalks on N. Palm Canyon Drive.

On March 16, 2017, staff provided the Measure J Commission with a list of unfunded project requests for Fiscal Year 2017/2018 budget. Staff identified five top priority projects in need of future funding, including the protected crosswalks on N. Palm Canyon Drive. On April 20, 2017, the Measure J Commission recommended \$200,000 for the project in 2017/2018 Fiscal Year budget. On May 17, 2017, the City Council approved an appropriation of \$200,000 for the project as part of the 2017/2018 Measure J Fiscal Year budget.

However, neither the funds made available through Measure J Community Projects nor the 2017/2018 Measure J Fiscal Year budget will be considered at this time as the city was successful in receiving a grant through CVAG's 2017 Bicycle and Pedestrian Safety Program.

CVAG Grant, Measure A

In response to a Call for Projects for the 2017 CVAG Bicycle and Pedestrian Safety Program, the City submitted seven project applications. CVAG approved five project applications totaling a cumulative grant amount worth \$6,171,500. One of the five project applications approved by CVAG was the new pedestrian crosswalks project on N. Palm Canyon Drive. This grant allows the City to request up to \$411,000 in reimbursement costs associated with the upcoming construction for the Project.

Additionally, as part of the 2017/2018 Fiscal Year budget, staff has received a \$100,000 through Local Measure A Funds to assist in constructing the pedestrian crosswalks on N. Palm Canyon Drive.

The estimated Project budget and incurred expenditures are identified in Table 2.

Table of Project Costs	Amount
Measure J Fund (260)	\$54,630
FY 17/18 Measure A Fund (134)	\$100,000
2017 CVAG Bike/Ped Safety Program Grant	* \$345,000
Design Services	(\$31,130)
Project Administration (through 7/6/17)	(\$8,500)
Project Administration (Estimated)	(\$6,100)
Construction Inspection (Estimated)	(\$15,000)
Construction Contract	(\$399,000)
Construction Contingency	(\$39,900)
Balance	\$0

Table 2

* The maximum amount available from CVAG for this project is 75% of the project cost. With the current project estimate of \$460,000, the maximum amount of funding available through CVAG is \$345,000.

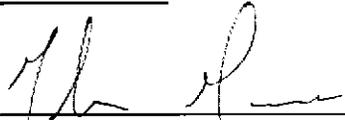
Funds to encumber for award of the construction contract in the amount of \$399,000 with EBS General Engineering, Inc., are available from the following accounts:

- Regional Measure A Account No. 134-4497-50404: \$345,000
- Local Measure A Account No. 134-4498-50404: \$54,000

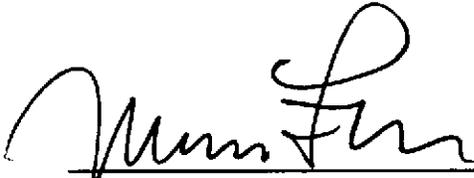
Partial funds to encumber for project administration, construction inspection and construction contingency in the total amount of \$69,500 is available in the following account:

- Local Measure A Account No. 134-4498-50404: \$46,000

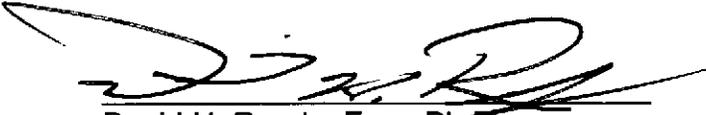
SUBMITTED:



Thomas Garcia, P.E.
City Engineer



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



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

Attachments:

1. Bid Summary
2. Construction Contract
3. June 26, 2017, CVAG staff report
4. CVAG Draft Cooperative Agreement
5. CEQA Notice of Exemption

ATTACHMENT 1

CROSSWALK INSTALLATIONS, CP.16-13

BID SUMMARY

Bid Opening: JUNE 22, 2017

BID SCHEDULE		QUANT.	UNIT	EBS GENERAL ENGINEERING		CT&T CONCRETE PAVING, INC.		LEONIDA BUILDERS, INC.		PTM GENERAL ENGINEERING SERVICES		VICTOR CONCRETE, INC		TRI-STAR CONTRACTING II, INC.	
Item No.	ITEM DESCRIPTION			UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT	UNIT PR.	AMOUNT
1	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$30,000.00	\$30,000.00	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00	\$42,483.00	\$42,483.00
2	Temporary Traffic Control	1	LS	\$65,240.00	\$65,240.00	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$38,174.00	\$38,174.00	\$76,600.00	\$76,600.00	\$13,616.00	\$13,616.00
3	Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$3,450.00	\$3,450.00	\$25,000.00	\$25,000.00	\$5,076.00	\$5,076.00
4	Remove Existing Asphalt	5,600	SF	\$4.00	\$22,400.00	\$2.50	\$14,000.00	\$3.00	\$16,800.00	\$4.60	\$25,760.00	\$3.00	\$16,800.00	\$3.30	\$18,480.00
5	Remove Existing Sidewalk	3,500	SF	\$4.00	\$14,000.00	\$3.00	\$10,500.00	\$3.00	\$10,500.00	\$4.60	\$16,100.00	\$3.00	\$10,500.00	\$3.28	\$11,480.00
6	Remove Existing Driveway	200	SF	\$4.00	\$800.00	\$3.50	\$700.00	\$2.00	\$400.00	\$4.60	\$920.00	\$4.00	\$800.00	\$19.12	\$3,824.00
7	Remove Existing Cross Gutter	1,600	SF	\$4.00	\$6,400.00	\$4.00	\$6,400.00	\$2.00	\$3,200.00	\$4.60	\$7,360.00	\$4.00	\$6,400.00	\$4.04	\$6,464.00
8	Remove Existing Curb Ramp	400	SF	\$4.00	\$1,600.00	\$3.00	\$1,200.00	\$2.00	\$800.00	\$4.60	\$1,840.00	\$5.00	\$2,000.00	\$11.39	\$4,556.00
9	Remove Existing Curb and Gutter	400	LF	\$15.00	\$6,000.00	\$7.00	\$2,800.00	\$2.00	\$800.00	\$18.00	\$7,200.00	\$5.00	\$2,000.00	\$15.25	\$6,100.00
10	Cold Milling (1-1/2" min.)	2,630	SF	\$2.00	\$5,260.00	\$5.25	\$13,807.50	\$3.00	\$7,890.00	\$3.50	\$9,205.00	\$3.00	\$7,890.00	\$3.38	\$8,889.40
11	Hot Mix Asphalt	140	TON	\$150.00	\$21,000.00	\$221.00	\$30,940.00	\$200.00	\$28,000.00	\$184.00	\$25,760.00	\$190.00	\$26,600.00	\$243.82	\$34,134.80
12	Crushed Miscellaneous Base	50	CY	\$190.00	\$9,500.00	\$250.00	\$12,500.00	\$100.00	\$5,000.00	\$230.00	\$11,500.00	\$40.00	\$2,000.00	\$207.04	\$10,352.00
13	Construct A3 Curb and Gutter	90	LF	\$30.00	\$2,700.00	\$37.00	\$3,330.00	\$50.00	\$4,500.00	\$41.00	\$3,690.00	\$40.00	\$3,600.00	\$62.03	\$5,582.70
14	Construct A4 Curb and Gutter	420	LF	\$30.00	\$12,600.00	\$37.00	\$15,540.00	\$50.00	\$21,000.00	\$41.00	\$17,220.00	\$50.00	\$21,000.00	\$69.44	\$29,164.80
15	Construct 4" PCC Sidewalk	4,200	SF	\$5.00	\$21,000.00	\$6.00	\$25,200.00	\$8.00	\$33,600.00	\$6.40	\$26,880.00	\$8.00	\$33,600.00	\$10.96	\$46,032.00
16	Construct Type A Curb Ramp	7	EA	\$3,000.00	\$21,000.00	\$3,900.00	\$27,300.00	\$3,000.00	\$21,000.00	\$3,500.00	\$24,500.00	\$5,200.00	\$36,400.00	\$6,819.00	\$47,733.00
17	Construct Type B Curb Ramp	1	EA	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$6,989.00	\$6,989.00
18	Construct Curb Ramp (Modified)	1	EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$6,879.00	\$6,879.00
19	Construct D2 Cross Gutter	1,200	SF	\$10.00	\$12,000.00	\$14.00	\$16,800.00	\$22.00	\$26,400.00	\$12.70	\$15,240.00	\$20.00	\$24,000.00	\$26.10	\$31,320.00
20	Construct Commercial Driveway (W=24')	1	EA	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$4,600.00	\$4,600.00	\$8,000.00	\$8,000.00	\$6,484.00	\$6,484.00
21	Flashing Beacon Warning Systems	1	LS	\$31,500.00	\$31,500.00	\$56,350.00	\$56,350.00	\$45,000.00	\$45,000.00	\$57,600.00	\$57,600.00	\$90,000.00	\$90,000.00	\$106,055.00	\$106,055.00
22	In-Roadway Warning Light Systems	1	LS	\$85,000.00	\$85,000.00	\$97,750.00	\$97,750.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$80,000.00	\$101,518.00	\$101,518.00
23	Street Lighting System	1	LS	\$13,000.00	\$13,000.00	\$21,850.00	\$21,850.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$31,232.00	\$31,232.00
24	Traffic Striping, Signing & Markings	1	LS	\$14,000.00	\$14,000.00	\$12,100.00	\$12,100.00	\$13,000.00	\$13,000.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$14,223.00	\$14,223.00
25	Field Orders	1	LS	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
				TOTAL =	\$399,900.00	TOTAL =	\$433,367.50	TOTAL =	\$461,190.00	TOTAL =	\$461,999.00	TOTAL =	\$590,690.00	TOTAL =	\$611,167.70
				1		2		3		4		5		6	

ATTACHMENT 2

**AGREEMENT
(CONSTRUCTION CONTRACT)**

THIS AGREEMENT made this ____ day of _____, 2017, 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 EBS General Engineering, 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

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:

**N. PALM CANYON DRIVE AT STEVENS ROAD AND VIA LAS PALMAS
CROSSWALK INSTALLATIONS
CITY PROJECT NO. 16-13**

The Work comprises the installation of two (2) pedestrian marked crosswalks including minor asphalt concrete pavement, concrete curb extensions (bulb-outs), curb and gutter, sidewalk, curb ramps, in-roadway warning lights, roadside flashing yellow beacons, street lighting, pavement markings and roadside signage. The two pedestrian marked crosswalks across N. Palm Canyon Drive will be positioned along the north side of Stevens Road and along the south side of Via Las Palmas intersections.

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

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 Ninety Nine Thousand Dollars (\$399,000)**.

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 or 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 0 to 0, 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.

Prevailing Wages. Contractor agrees to fully comply with all applicable federal and state labor laws including, without limitation California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"). Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

ARTICLE 9 -- NON-DISCRIMINATION

In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression,

physical or mental disability, or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or 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 _____
Kathleen D. Hart
Interim City Clerk

APPROVED AS TO FORM:

By _____
Edward Z. Kotkin
City Attorney

RECOMMENDED:

By _____
Thomas Garcia, P.E.
City Engineer

CONTRACTOR

By: _____

EBS General Engineering, Inc.

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:

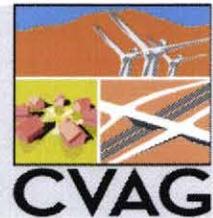
Notary Seal:

Notary Seal:

ATTACHMENT 3

ITEM 7E

**Coachella Valley Association of Governments
Executive Committee
June 26, 2017**



Staff Report

Subject: 2017 CVAG Bicycle and Pedestrian Safety Program

Contact: Eric Cowle, Transportation Program Manager (ecowle@cvag.org)

Recommendation: Approve ten project applications submitted for the CVAG 2017 Bicycle and Pedestrian Safety Program, and authorize Staff to negotiate the corresponding Reimbursement Agreements.

Transportation Committee: CONCURS (Meeting of June 5th)

Technical Advisory Committee: CONCURS (Meeting of June 12th)

Background: In February the Executive Committee approved the creation of a Bicycle and Pedestrian Safety Program for 2017 that would provide up to \$10M in Regional funding for projects that directly address Bicycle and Pedestrian Accidents and Fatalities on CVAG's Regional Arterials.

The deadline for proposals was May 1st. CVAG received 31 applications from nine different jurisdictions, requesting over \$30 million in CVAG funding. Projects ranged in scope from striping and sidewalk gap closures to new signalized intersections and bridge widening. A one-page summary of each submittal has been included as an attachment.

CVAG deliberately did not set prescriptive criteria or requirements for the projects as the intent was to supply regional resources to address bicycle and pedestrian safety for locally identified safety hot-spots within the Regional TPPS. The Safety Program was developed to directly address bicycle and pedestrian accidents and fatalities, and to allocate the resources quickly to try and stem the rising trend of these incidents.

With the Safety Program oversubscribed by nearly \$20 million, project applications were screened by their ability to directly identify accidents that had already occurred in the project location, and by the ability to be in construction within one year of project award.

Within the \$10 million funding limit, ten projects submitted by four different jurisdictions are recommended for funding.

At the June 5th CVAG Transportation Committee meeting, the City of Palm Springs requested that their Indian Canyon Mid-Block Crossing project (ranked #7) be replaced with their Vista Chino Signal project (ranked #8). The Vista Chino Signals project had been left off of the funding recommendation list due to uncertainty in being able to get the project to construction within one year. Since the Staff Report was prepared, the City of Palm Springs has received assurances from Caltrans that the project will be prioritized by them. As the Vista Chino Signals project was the City's top priority, ranked highly (due to recent fatalities), and now likely to be in construction within one year, the Transportation Committee agreed to the swap, but capped the Vista Chino project at the Indian Canyon project's grant amount of \$516,000.

<u>Jurisdiction</u>	<u>Project</u>	<u>Request</u>	<u>Accidents/year</u>
Desert Hot Springs	Palm Drive Signals/Lighting	\$2,000,000	3.7
Palm Springs	Palm Canyon Ped Enhancements	\$1,989,000	3.0
Palm Springs	E. Palm Canyon/S. Palm Canyon	\$1,255,500	2.7
Palm Springs	Indian Canyon Ped Enhancements	\$2,000,000	2.3
Cathedral City	Date Palm Sidewalk Gaps	\$ 451,500	2.0
City of Indio	Calhoun Street	\$ 786,203	1.3
Palm Springs	Vista Chino Signals	\$ 516,000	1.0
Cathedral City	Dinah Shore Mid-Block Xing	\$ 180,000	1.0
Palm Springs	Palm Canyon X walks	\$ 411,000	0.7
City of Indio	Avenue 48 Bike Lanes	<u>\$ 686,181</u>	<u>0.6</u>
		\$10,235,384	18.3

Collectively, these projects address situations that are responsible for 18.3 bicycle and pedestrian accidents per year. The proposed projects include segments where 67 accidents, including 8 fatalities have occurred in recent years. The recommended corridors include some of the region's heaviest bicycle and pedestrian activity, and the solutions presented will certainly make a difference in reducing injury and loss of life for cyclists and pedestrians.

The recommendation is to approve these ten applications as a group, allowing staff to negotiate the individual reimbursement agreements over the summer and come back to the Executive Committee in the fall for their approval. It is possible that one or more projects may drop off of the list as the details of reimbursement agreements are developed. For example, a proposal for new a new traffic signal may not be warranted after a traffic study is completed over the summer. Completion of this type of traffic study was not a requirement in the project application. Should this be the case, Staff will negotiate with the next ranked project sponsor whose project is within the budget set and able to be in construction within one year.

As the individual Reimbursement Agreements are negotiated, it is very possible that the dollar amounts for the projects may change as specific requirements add or subtract from the estimates.

The quality of the project applications was impressive, and with nearly \$30 million in regional dollars requested, it is clear that bicycle and pedestrian safety will continue to warrant funding consideration. Future Safety funding cycles might include a more structured application process and allow for projects addressing general bicycle and pedestrian safety concerns to be funded in subsequent years. Staff will update this committee in February of 2018 on the progress of the proposed projects and possibly request additional funds based upon the success of the program.

Fiscal Impact: Regional Transportation Funds are available to cover CVAG's share of \$10,235,384 requested in the project applications, however this impact will occur when the actual reimbursement agreements are approved at a future date.

Attachments:

- Project Spreadsheet – Original Ranking
- One-page Project Summaries

2017 CVAG BIKE/PED SAFETY PROGRAM

		<u>Total Cost</u>	<u>Grant Amount</u>	<u>ACC</u>	<u>ACC/YR</u>	
1	DHS	3-Palm, 1-Pierson Signals/Lights	\$ 2,797,045	\$ 2,000,000	22	3.7
2	PS	Palm Canyon Ped Enhancements	\$ 2,652,000	\$ 1,989,000	9	3.0
3	PS	S. Palm Canyon, E. Palm Canyon Pe	\$ 1,674,000	\$ 1,255,500	8	2.7
4	PS	Indian Canyon Ped Enhancements	\$ 2,730,000	\$ 2,000,000	7	2.3
5	CC	Date Palm, GF Sidewalk Gaps	\$ 602,000	\$ 451,500	6	2.0
6	IN	Calhoun Street*	\$ 1,048,270	\$ 786,203	4	1.3
7	PS	Indian Canyon Mid-Block Imprvmts	\$ 688,000	\$ 516,000	4	1.3
9	CC	Mid-Block Xing Dinah Shore/CCHS	\$ 240,000	\$ 180,000	1	1.0
10	PS	North Palm Canyon Xwalks	\$ 548,000	\$ 411,000	2	0.7
11	IN	Avenue 48 Bike Lane*	\$ 861,575	\$ 646,181	5	0.6
<hr/>						
8	PS	Vista Chino/Miralest Signals**	\$ 1,475,000	\$ 738,750	3	1.0
12	LQ/IN	Jefferson Bike Lanes*	\$ 1,456,536	\$ 1,092,402	5	0.6
13	COR	Thousand Palm Canyon Rd	\$ 3,690,000	\$ 2,000,000	2	0.5
14	CC	Landau/McCallum Signal	\$ 570,600	\$ 427,950	1	0.3
15	CC	Date Palm & Ramon Sunline	\$ 586,600	\$ 439,950	1	0.3
16	IN	Fred Waring Bike Lane*	\$ 756,230	\$ 567,173	2	0.3
17	LQ/IN	Madison Street B/P*	\$ 1,171,485	\$ 878,614	1	0.1
<hr/>						
NR	CC	Mid-Block Xing Perez/Civic	\$ 240,000	\$ 180,000	0	with identified accidents
NR	CC	Mid-Block Xing Perez/Auto	\$ 200,000	\$ 150,000	0	
NR	CC	Date Palm Bridge at Tahquitz	\$ 2,667,000	\$ 2,000,000	0	
NR	CO	Grapefruit	\$ 1,725,020	\$ 1,293,765	0	
NR	CO	Shady Lane	\$ 838,750	\$ 629,063	0	
NR	DHS	Palm/Two Bunch	\$ 1,000,000	\$ 750,000	0	
NR	DHS	4 Intersection Stops	\$ 425,520	\$ 319,140	0	
NR	DHS	Restriping Arterials	\$ 2,045,844	\$ 1,534,383	0	
NR	LQ	Jefferson Sidewalk	\$ 180,000	\$ 135,000	0	
NR	PD	74 CL2 Bike/Golf Lanes	\$ 170,000	\$ 127,500	0	
NR	PS	GAT/Tahquitz Xing	\$ 1,008,000	\$ 756,000	0	
NR	RM	Dinah Shore Sidewalk Gaps	\$ 142,000	\$ 106,500	0	
NR	COR	Dillon Road	\$ 3,630,000	\$ 2,000,000	0	

Top-Ranked by Accidents with Construction in FY 17/18 \$ 10,235,384 68

*Note: Slurry seal costs removed from proposal

**Note: The 8th ranked project was dropped below the funding line as it was not likely that the project could be construction within one year

NR = Not Ranked

ACC= Accidents reported including fatalities

ATTACHMENT 4

**PLACE HOLDER FOR
CVAG COOPERATIVE
AGREEMENT**

ATTACHMENT 5

NOTICE OF EXEMPTION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Clerk of the Board
County of Riverside
P.O. Box 751
Riverside, CA 92502-0751

Project Title: N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13

Project Applicant: City of Palm Springs

Project Location (Specific): 1). N. Palm Canyon Drive and Stevens Road 2). N. Palm Canyon Drive and Via Las Palmas

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work includes the installation of two (2) pedestrian marked crosswalks including minor asphalt concrete pavement, concrete curb extensions (bulb-outs), curb and gutter, curb outlets, sidewalk, curb ramps, in-roadway warning lights, roadside flashing yellow beacons, street lighting, pavement markings and roadside signage. The two pedestrian marked crosswalks across N Palm Canyon Drive will be positioned along the north side of Stevens Road and along the south side of Via Las Palmas intersections.

Name of Public Agency Approving Project: City of Palm Springs

Name of Person or Agency Carrying Our Project: City of Palm Springs, Public Works & Engineering Department
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Exempt Status: (check one)

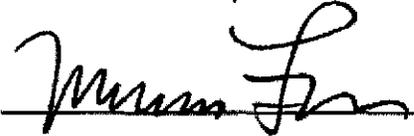
- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15301 Class 1 (c) – Existing Facilities
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Therefore, the N. Palm Canyon Drive at Stevens Road and Via Las Palmas Crosswalk Installations, City Project No. 16-13, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Marcus L. Fuller Area Code/Telephone/Extension: (760) 322-8380

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: 2/28/2017 Title: Asst. City Manager/City Engineer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: _____