



## City Council Staff Report

Date: July 1, 2009

CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE BARISTO ROAD AT PALM SPRINGS HIGH SCHOOL TRAFFIC SIGNAL INSTALLATION, (CITY PROJECT 07-13)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

A new traffic signal on Baristo Road at the Palm Springs High School is warranted on the basis of high volumes of pedestrian activity during the morning, at lunch, and in the afternoon as students enter or leave campus. Award of this contract will allow staff to proceed with this public project.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ with \_\_\_\_\_, for the Palm Springs High School Traffic Signal Installation Project, (City Project 07-13); and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Public Works and Engineering Department included installation of a new traffic signal on Baristo Road at the Palm Springs High School / Palm Springs Mall intersection in the 2008/2009 fiscal year budget. In 1998, as part of the expansion of the Palm Springs High School, a traffic impact study was prepared which identified a need for a signalized pedestrian crossing on Baristo Road as a safe access for pedestrians coming to and from the High School. The Public Works Department conducted a traffic signal warrant evaluation for this traffic signal last year, and found that Warrant 4 – Pedestrian Volume, and Warrant 5 – School Crossing, were both satisfied. The California Manual of Uniform Traffic Control Devices (MUTCD) specifies that a traffic signal shall be installed when warranted. Therefore, the Public Works Department is recommending that, although the traffic signal is in close proximity to

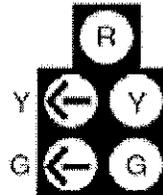
Farrell Drive, its necessity is demonstrated by the warrants verified on the basis of pedestrian volumes and school crossing justifications.

In order to ensure that the traffic signal crossing would be utilized by students, the Public Works Department installed a striped cross-walk at the intersection. Subsequently, staff coordinated with the High School administration to ensure the students' use of the cross-walk would be enforced. In recent conversations with High School administrators, staff has confirmed that the High School is enforcing the students' use of the cross-walk with great success. Staff has also verified its use which is documented in the following picture:



In the current condition, students cross Baristo Road in the striped cross-walk without the additional protection of a signalized crossing which directs through traffic to stop. As seen in the picture, vehicles are forced to stop by the very fact that a high volume of pedestrians are crossing the street; the traffic signal will ensure that vehicles appropriately stop for pedestrians. The traffic signal will also promote better traffic flow during peak hours by preventing students from crossing Baristo Road when they choose, requiring students to wait for the appropriate pedestrian phase of the traffic signal to cycle for their use. In the event students jay-walk against traffic, High School administrators have assured staff that they will pursue jay-walking infractions and ensure students cross Baristo Road safely at the appropriate time.

The traffic signal has been designed with protected/permissive signal phasing on Baristo Road. A protected/permissive signal is one that has a five-section vehicle head on the signal mast arm, shown at right below, and has a five-section vehicle head on the far pole, shown at left below:



This type of signal phasing allows traffic to move through the intersection more efficiently, giving left-turning vehicles a "permissive" movement, allowing the turn when there are no opposing vehicles. In a true "protected" phase, a vehicle must wait for the green arrow to make the movement, whether or not there is opposing traffic.

On May 27, 2009, the City Council approved the plans, specifications, and working details, and authorized bidding of this project. On May 30 and June 6, 2009, the project was advertised for bids, and at 2:00 P.M. on June 30, 2009, the Procurement and Contracting Manager received construction bids from the following contractors:

- 1.
- 2.
- 3.
- 4.

The Engineer's Estimate was \$194,000.00. The low bid was submitted by \_\_\_\_\_, and its principal officers are \_\_\_\_\_.

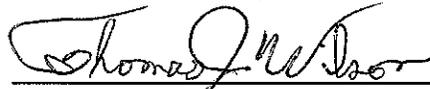
**FISCAL IMPACT:**

Funding for this project is available in Local Measure A account 134-4498-50262 (Traffic Signal Baristo). No local general funds are required for this project.

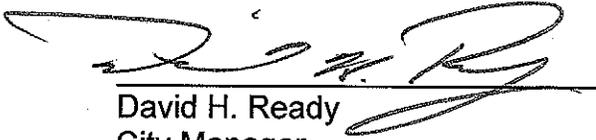
Submitted:



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 \_\_\_\_\_ 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:

#### **BARISTO ROAD AT PALM SPRINGS HIGH SCHOOL TRAFFIC SIGNAL INSTALLATION CITY PROJECT NO. 07-13**

The Work comprises the installation of a new traffic signal and electrical system complete, with associated improvements at the intersection of Baristo Road and main entrance to the Palm Springs High School; 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.

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### **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 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 \_\_\_\_\_ to \_\_\_\_\_, 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: \_\_\_\_\_ Check one:  Individual  Partnership  Corporation  
Address: \_\_\_\_\_  
\_\_\_\_\_

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: