



## City Council Staff Report

Date: November 17, 2010 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE INDIAN CANYON DRIVE AT VISTA CHINO TRAFFIC SIGNAL MODIFICATION, CITY PROJECT 08-17

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

---

### SUMMARY

The Public Works and Engineering Department has scheduled improvements to the existing traffic signal at Indian Canyon Drive and Vista Chino. Award of this contract will allow staff to proceed with this traffic signal improvement project.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$203,203 with PTM General Engineering Services, Inc., for the Indian Canyon Drive at Vista Chino Traffic Signal Modification, City Project 08-17; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Public Works and Engineering Department included modification of the existing traffic signal at the Indian Canyon Drive and Vista Chino intersection in the 2008/2009 and 2010/2011 fiscal year budgets. Currently, the existing traffic signal has no left-turn phasing in any direction, which makes turning left difficult during peak hours of traffic at this highly congested intersection. Vista Chino is also State Highway 111, and Caltrans operates and maintains this traffic signal. However, the state has no plans or budget to modify or improve the operation of the traffic signal. Therefore, in the 2008/2009 budget, Council allocated funds for the City's design of modifications to the traffic signal.

On October 8, 2008, the City Manager approved a contract services agreement with Albert Grover & Associates in the amount of \$15,985 for the design of this project. Since that time, the City's consultant has coordinated the design of the traffic signal modification with Caltrans, and Caltrans has approved the final design and authorized its construction.

Typical of other recently modified traffic signals, the traffic signal has been designed with protected/permissive signal phasing on Indian Canyon Drive. The City originally proposed protected/permissive phasing on Indian Canyon Drive and Vista Chino, but Caltrans has not yet approved of protected/permissive phasing of its traffic signals and is requiring separate protected left-turn phasing on Vista Chino (however, it has allowed protected/permissive phasing on Indian Canyon Drive). 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.

The plans and specifications have been prepared by the City’s engineering consultant (Albert Grover & Associates). Caltrans has approved the City’s proposed traffic signal modification, and on September 8, 2010, the City Council approved the plans and specifications, and authorized bidding for this project. On October 2 and 9, 2010, the project was advertised for bids, and at 3:00 p.m. on November 2, 2010, the Procurement and Contracting Division received construction bids from the following contractors:

1. PTM General Engineering Services, Inc.; Riverside CA: \$203,203
2. DBX, Inc.; Temecula, CA: \$210,743
3. Steiny and Company, Inc.; Baldwin Park, CA: \$213,578
4. Flatiron Electric Group, Inc.; La Mirada, CA: \$225,958
5. Virtual Supply; Costa Mesa, CA: \$285,231

#### **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; submission of good faith efforts is required. None of the prime bidders are a local business enterprise. However, the low bidder has indicated it intends to obtain materials from two local vendors (Robertson's Ready Mix – Coachella, and Desert Electric Supply – Palm Springs) representing 8% of the value of this contract. Based on this commitment, staff recommends that the Council consider the low bidder's bid responsive with regard to the Local Business Preference Program.

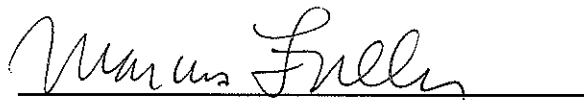
The Engineer's estimate for this project was \$200,000. PTM General Engineering Services, Inc. is a California corporation, and its principal officers are Elizabeth H. Mendoza de McRae, President/CFO; and Brian Mendoza, Vice President/Secretary.

FISCAL IMPACT:

Funding for this project is made available through local Measure A funds in account 134-4498-50271. No local miscellaneous General Funds are being used for this project.

SUBMITTED:

Prepared by:



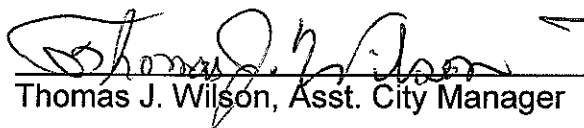
Marcus L. Fuller  
Assistant Director of Public Works

Recommended by:

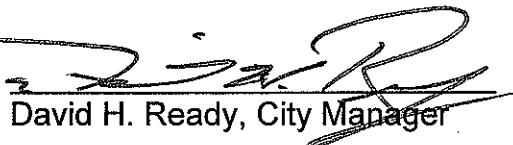


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



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 PTM General Engineering Services, 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**

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

**INDIAN CANYON DRIVE AT VISTA CHINO (SR 111)  
TRAFFIC SIGNAL MODIFICATION  
CITY PROJECT NO. 08-17**

The Work is generally described as the modification of the existing traffic signal at Indian Canyon Drive and Vista Chino (State Route 111), and installation of traffic signal equipment at the N. Palm Canyon Drive and Vista Chino (State Route 111) intersection as necessary to coordinate traffic signal timing of the two closely spaced 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 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.

**ARTICLE 3 -- CONTRACT PRICE           \$203,203.00**

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 0 to 0, 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 \_\_\_\_\_

**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: PTM General Engineering Services, Inc. Check one: Indiv. Partnership Corp.  
Address: 5942 Acorn Street  
Riverside, CA 92504

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.

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: