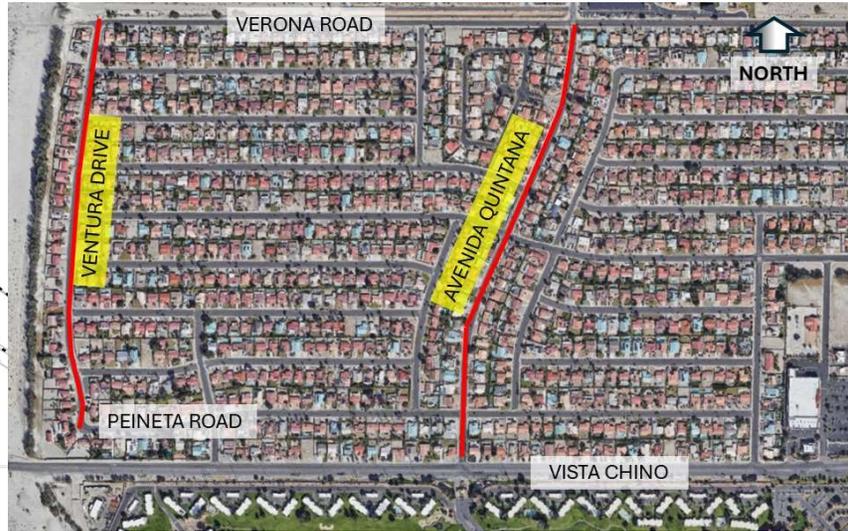


**F. Award a Construction Contract to Hardy and Harper, Inc. for the FY 2024-2025 City Streets Pavement Reconstruction Projects**

Recommendation: To award a construction contract to Hardy and Harper, Inc. in the amount of \$1,432,000.00 for the fiscal year (FY) 2024-2025 City Streets Pavement Reconstruction Projects at Shifting Sands Trail (C08688), Sky Blue Water Trail (C08689), 33rd Avenue (C08690), Ventura Drive (C08691), and Avenida Quintana (C08692); and, approve a fifteen percent (15%) contingency in the amount of \$214,800.00 for unforeseeable construction costs, thereby bringing the total to \$1,646,800.00; and, authorize the City Manager to execute the required contract documents; and, authorize the City Engineer to request bonds and insurance for the project, and issue the notice to proceed.

# 2024-2025 City Streets Pavement Reconstruction



**Bid Opening: November 20, 2024**

**Funding Sources:**

**Assessment District 96-1**

**CDBG / RMRA/SB-1**





CITY OF CATHEDRAL CITY  
 2024-2025 CITY STREETSPAVEMENT RECONSTRUCTION PROJECTS  
 Bid Tabulation/ Analysis

CITY PROJECT No.: 8688 - 8692

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer Estimate		All American Asphalt		Calmex Engineering, Inc.		Vance Corporation		Granite Construction Company	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>BID SCHEDULE NO. 1: SHIFTING SANDS TRAIL</b>													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,850.00	\$ 8,850.00	\$ 14,158.75	\$ 14,158.75	\$ 4,200.00	\$ 4,200.00
2	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00	\$ 35,120.00	\$ 35,120.00	\$ 6,729.09	\$ 6,729.09	\$ 15,000.00	\$ 15,000.00
3	SIGNING AND STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,070.00	\$ 4,070.00	\$ 5,450.68	\$ 5,450.68	\$ 3,904.00	\$ 3,904.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	109,035	\$ 0.75	\$ 81,776.25	\$ 0.70	\$ 76,324.50	\$ 0.75	\$ 81,776.25	\$ 0.40	\$ 43,614.00	\$ 0.65	\$ 70,872.75
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	2,044	\$ 125.00	\$ 255,500.00	\$ 120.00	\$ 245,280.00	\$ 107.00	\$ 218,708.00	\$ 114.57	\$ 234,181.08	\$ 135.00	\$ 275,940.00
6	REMOVE AND DISPOSE EXISTING CURB RAMP	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,600.00	\$ 10,400.00	\$ 2,080.00	\$ 8,320.00	\$ 3,025.59	\$ 12,102.36	\$ 8,000.00	\$ 32,000.00
7	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN A88A (MODIFIED; SEE PLANS)	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 6,900.00	\$ 27,600.00	\$ 6,250.00	\$ 25,000.00	\$ 8,847.97	\$ 35,391.88	\$ 8,200.00	\$ 32,800.00
<b>TOTAL AMOUNT BID SCHEDULE NO.1 (BID ITEMS 1-7)</b>					<b>\$ 400,276.25</b>		<b>\$ 417,604.50</b>		<b>\$ 381,844.25</b>		<b>\$ 351,627.84</b>		<b>\$ 434,716.75</b>
<b>BID SCHEDULE NO. 2: SKY BLUE WATER TRL.</b>													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 8,850.00	\$ 8,850.00	\$ 14,124.00	\$ 14,124.00	\$ 4,200.00	\$ 4,200.00
2	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,845.00	\$ 33,845.00	\$ 6,760.00	\$ 6,760.00	\$ 15,000.00	\$ 15,000.00
3	SIGNING AND STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,240.00	\$ 3,240.00	\$ 4,599.22	\$ 4,599.22	\$ 3,112.00	\$ 3,112.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	98,892	\$ 0.75	\$ 74,169.00	\$ 0.70	\$ 69,224.40	\$ 0.80	\$ 79,113.60	\$ 0.43	\$ 42,523.56	\$ 0.65	\$ 64,279.80
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	1,855	\$ 125.00	\$ 231,875.00	\$ 120.00	\$ 222,600.00	\$ 107.00	\$ 198,485.00	\$ 106.91	\$ 198,318.05	\$ 135.00	\$ 250,425.00
6	REMOVE AND DISPOSE EXISTING CURB RAMP AND ALL CONCRETE FROM ECR TO BCR	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,600.00	\$ 10,400.00	\$ 2,080.00	\$ 8,320.00	\$ 3,025.59	\$ 12,102.36	\$ 8,000.00	\$ 32,000.00
7	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN A88A (MODIFIED; SEE PLANS)	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 6,900.00	\$ 27,600.00	\$ 6,250.00	\$ 25,000.00	\$ 8,847.97	\$ 35,391.88	\$ 8,200.00	\$ 32,800.00
<b>TOTAL BID SCHEDULE NO.2 (BID ITEMS 1-7)</b>					<b>\$ 369,044.00</b>		<b>\$ 384,024.40</b>		<b>\$ 356,853.60</b>		<b>\$ 313,819.07</b>		<b>\$ 401,816.80</b>
<b>BID SCHEDULE NO. 3: 33RD AVENUE</b>													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,850.00	\$ 8,850.00	\$ 8,872.00	\$ 8,872.00	\$ 4,200.00	\$ 4,200.00
2	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,240.00	\$ 15,240.00	\$ 12,014.00	\$ 12,014.00	\$ 15,000.00	\$ 15,000.00
3	SIGNING AND STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,650.00	\$ 1,650.00	\$ 2,959.74	\$ 2,959.74	\$ 1,587.00	\$ 1,587.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	62,190	\$ 0.75	\$ 46,642.50	\$ 0.70	\$ 43,533.00	\$ 1.00	\$ 62,190.00	\$ 0.61	\$ 37,935.90	\$ 0.65	\$ 40,423.50
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	1,166	\$ 125.00	\$ 145,750.00	\$ 120.00	\$ 139,920.00	\$ 108.00	\$ 125,928.00	\$ 111.58	\$ 130,102.28	\$ 135.00	\$ 157,410.00
8	REMOVE AND REPLACE CROSS GUTTER SECTION	SF	36	\$ 70.00	\$ 2,520.00	\$ 60.00	\$ 2,160.00	\$ 52.00	\$ 1,872.00	\$ 146.85	\$ 5,286.60	\$ 60.00	\$ 2,160.00
<b>TOTAL BID SCHEDULE NO.3 (BID ITEMS 1-5, 8)</b>					<b>\$ 229,912.50</b>		<b>\$ 213,313.00</b>		<b>\$ 215,730.00</b>		<b>\$ 197,170.52</b>		<b>\$ 220,780.50</b>



**CITY OF CATHEDRAL CITY  
2024-2025 CITY STREETS PAVEMENT RECONSTRUCTION PROJECTS  
Bid Tabulation/ Analysis**

CITY PROJECT No.: 8688 - 8692

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer Estimate		All American Asphalt		Calmex Engineering, Inc.		Vance Corporation		Granite Construction Company	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>BID SCHEDULE NO.4: VENTURA DRIVE</b>													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,850.00	\$ 8,850.00	\$ 8,517.00	\$ 8,517.00	\$ 3,962.95	\$ 3,962.95
2	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 29,570.00	\$ 29,570.00	\$ 12,370.00	\$ 12,370.00	\$ 15,000.00	\$ 15,000.00
3	SIGNING AND STRIPING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 706.00	\$ 706.00	\$ 1,982.50	\$ 1,982.50	\$ 678.00	\$ 678.00
9	GRIND 0.12' (1.5") AC PAVEMENT AND DISPOSE	SF	91,618	\$ 0.40	\$ 36,647.20	\$ 0.30	\$ 27,485.40	\$ 0.60	\$ 54,970.80	\$ 0.27	\$ 24,736.86	\$ 0.40	\$ 36,647.20
10	CONSTRUCT 0.12' (1.5") TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	859	\$ 125.00	\$ 107,375.00	\$ 125.00	\$ 107,375.00	\$ 117.00	\$ 100,503.00	\$ 114.72	\$ 98,544.48	\$ 135.00	\$ 115,965.00
11	CRACK SEAL	LF	4,792	\$ 3.00	\$ 14,376.00	\$ 3.00	\$ 14,376.00	\$ 4.00	\$ 19,168.00	\$ 9.00	\$ 43,128.00	\$ 1.50	\$ 7,188.00
<b>TOTAL BID SCHEDULE NO.4 (BID ITEMS 1-3, 9-11)</b>					<b>\$ 190,398.20</b>		<b>\$ 179,936.40</b>		<b>\$ 213,767.80</b>		<b>\$ 189,278.84</b>		<b>\$ 179,441.15</b>
<b>BID SCHEDULE NO.5 AVENIDA QUINTANA</b>													
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,850.00	\$ 8,850.00	\$ 8,809.00	\$ 8,809.00	\$ 4,200.00	\$ 4,200.00
2	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,300.00	\$ 17,300.00	\$ 12,078.00	\$ 12,078.00	\$ 15,000.00	\$ 15,000.00
3	SIGNING AND STRIPING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,280.00	\$ 2,280.00	\$ 2,352.26	\$ 2,352.26	\$ 2,188.00	\$ 2,188.00
9	GRIND 0.12' (1.5") AC PAVEMENT AND DISPOSE	SF	106,542	\$ 0.40	\$ 42,616.80	\$ 0.30	\$ 31,962.60	\$ 0.55	\$ 58,598.10	\$ 0.23	\$ 24,504.66	\$ 0.40	\$ 42,616.80
10	CONSTRUCT 0.12' (1.5") TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	999	\$ 125.00	\$ 124,875.00	\$ 125.00	\$ 124,875.00	\$ 117.00	\$ 116,883.00	\$ 112.57	\$ 112,457.43	\$ 135.00	\$ 134,865.00
11	CRACK SEAL	LF	4,000	\$ 3.00	\$ 12,000.00	\$ 4.00	\$ 16,000.00	\$ 4.00	\$ 16,000.00	\$ 8.89	\$ 35,560.00	\$ 1.75	\$ 7,000.00
<b>TOTAL BID SCHEDULE NO.5 (BID ITEMS 1-3, 9-11)</b>					<b>\$ 211,491.80</b>		<b>\$ 202,137.60</b>		<b>\$ 219,911.10</b>		<b>\$ 195,761.35</b>		<b>\$ 205,869.80</b>
<b>TOTAL ALL BASE BID ITEMS</b>					<b>\$ 1,401,122.75</b>		<b>\$ 1,397,015.90</b>		<b>\$ 1,388,106.75</b>		<b>\$ 1,247,657.62</b>		<b>\$ 1,442,625.00</b>
<b>ADDITIVE ALTERNATE BID SCHEDULE A: UTILITY ADJUSTMENT</b>													
A-1	LOWER AND RAISE WATER VALVE TO GRADE PER CVWD STANDARDS	EA	85	\$ 1,500.00	\$ 127,500.00	\$ 1,560.00	\$ 132,600.00	\$ 2,800.00	\$ 238,000.00	\$ 2,774.18	\$ 235,805.30	\$ 2,750.00	\$ 233,750.00
A-2	LOWER AND RAISE SEWER MANHOLE TO GRADE PER CVWD STANDARDS	EA	35	\$ 2,000.00	\$ 70,000.00	\$ 1,600.00	\$ 56,000.00	\$ 2,300.00	\$ 80,500.00	\$ 2,211.89	\$ 77,416.15	\$ 2,275.00	\$ 79,625.00
<b>TOTAL ADDITIVE ALTERNATE BID SCHEDULE A</b>					<b>\$ 197,500.00</b>		<b>\$ 188,600.00</b>		<b>\$ 318,500.00</b>		<b>\$ 313,221.45</b>		<b>\$ 313,375.00</b>
<b>TOTAL ALL BID ITEMS AND ALL ALTERNATIVES</b>					<b>\$ 1,598,622.75</b>		<b>\$ 1,585,615.90</b>		<b>\$ 1,706,606.75</b>		<b>\$ 1,560,879.07</b>		<b>\$ 1,756,000.00</b>



CITY OF CATHEDRAL CITY  
 2024-2025 CITY STREETSPAVEMENT RECONSTRUCTION PROJECTS  
 Bid Tabulation/ Analysis

CITY PROJECT No.: 8688 - 8692

ITEM	DESCRIPTION	UNIT	QUANTITY	Hardy & Harper, Inc.		Match Corporation		Martin Marietta San Diego Aggregates LLC		Onyx Paving Company, Inc.	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>BID SCHEDULE NO. 1: SHIFTING SANDS TRAIL</b>											
1	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 48,000.00	\$ 48,000.00	\$ 12,000.00	\$ 12,000.00	\$ 22,627.25	\$ 22,627.25
2	TRAFFIC CONTROL	LS	1	\$ 16,200.00	\$ 16,200.00	\$ 91,000.00	\$ 91,000.00	\$ 58,000.00	\$ 58,000.00	\$ 74,000.00	\$ 74,000.00
3	SIGNING AND STRIPING	LS	1	\$ 4,140.00	\$ 4,140.00	\$ 4,000.00	\$ 4,000.00	\$ 6,220.00	\$ 6,220.00	\$ 8,000.00	\$ 8,000.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	109,035	\$ 0.50	\$ 54,517.50	\$ 0.50	\$ 54,517.50	\$ 0.49	\$ 53,427.15	\$ 0.65	\$ 70,872.75
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	2,044	\$ 118.00	\$ 241,192.00	\$ 100.00	\$ 204,400.00	\$ 98.00	\$ 200,312.00	\$ 125.00	\$ 255,500.00
6	REMOVE AND DISPOSE EXISTING CURB RAMP	EA	4	\$ 2,450.00	\$ 9,800.00	\$ 2,300.00	\$ 9,200.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00
7	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN A88A (MODIFIED; SEE PLANS)	EA	4	\$ 6,500.00	\$ 26,000.00	\$ 6,300.00	\$ 25,200.00	\$ 7,800.00	\$ 31,200.00	\$ 7,000.00	\$ 28,000.00
<b>TOTAL AMOUNT BID SCHEDULE NO.1 (BID ITEMS 1-7)</b>					<b>\$ 357,149.50</b>		<b>\$ 436,317.50</b>		<b>\$ 369,159.15</b>		<b>\$ 469,000.00</b>
<b>BID SCHEDULE NO. 2: SKY BLUE WATER TRL.</b>											
1	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 7,200.00	\$ 7,200.00	\$ 12,000.00	\$ 12,000.00	\$ 18,845.20	\$ 18,845.20
2	TRAFFIC CONTROL	LS	1	\$ 16,200.00	\$ 16,200.00	\$ 19,900.00	\$ 19,900.00	\$ 37,000.00	\$ 37,000.00	\$ 48,000.00	\$ 48,000.00
3	SIGNING AND STRIPING	LS	1	\$ 3,300.00	\$ 3,300.00	\$ 3,200.00	\$ 3,200.00	\$ 5,275.00	\$ 5,275.00	\$ 7,000.00	\$ 7,000.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	98,892	\$ 0.50	\$ 49,446.00	\$ 0.66	\$ 65,268.72	\$ 0.49	\$ 48,457.08	\$ 0.65	\$ 64,279.80
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	1,855	\$ 118.00	\$ 218,890.00	\$ 88.00	\$ 163,240.00	\$ 98.00	\$ 181,790.00	\$ 125.00	\$ 231,875.00
6	REMOVE AND DISPOSE EXISTING CURB RAMP AND ALL CONCRETE FROM ECR TO BCR	EA	4	\$ 2,450.00	\$ 9,800.00	\$ 1,960.00	\$ 7,840.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00
7	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN A88A (MODIFIED; SEE PLANS)	EA	4	\$ 6,500.00	\$ 26,000.00	\$ 5,000.00	\$ 20,000.00	\$ 7,400.00	\$ 29,600.00	\$ 7,000.00	\$ 28,000.00
<b>TOTAL BID SCHEDULE NO.2 (BID ITEMS 1-7)</b>					<b>\$ 328,936.00</b>		<b>\$ 286,648.72</b>		<b>\$ 322,122.08</b>		<b>\$ 408,000.00</b>
<b>BID SCHEDULE NO. 3: 33RD AVENUE</b>											
1	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 7,200.00	\$ 7,200.00	\$ 12,000.00	\$ 12,000.00	\$ 10,846.50	\$ 10,846.50
2	TRAFFIC CONTROL	LS	1	\$ 15,600.00	\$ 15,600.00	\$ 19,300.00	\$ 19,300.00	\$ 15,500.00	\$ 15,500.00	\$ 22,000.00	\$ 22,000.00
3	SIGNING AND STRIPING	LS	1	\$ 1,680.00	\$ 1,680.00	\$ 1,630.00	\$ 1,630.00	\$ 2,775.00	\$ 2,775.00	\$ 4,000.00	\$ 4,000.00
4	COLD MILL 3" AC PAVEMENT AND DISPOSE	SF	62,190	\$ 0.50	\$ 31,095.00	\$ 0.59	\$ 36,692.10	\$ 0.49	\$ 30,473.10	\$ 0.65	\$ 40,423.50
5	CONSTRUCT 3" TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	1,166	\$ 118.00	\$ 137,588.00	\$ 100.00	\$ 116,600.00	\$ 98.00	\$ 114,268.00	\$ 125.00	\$ 145,750.00
8	REMOVE AND REPLACE CROSS GUTTER SECTION	SF	36	\$ 70.00	\$ 2,520.00	\$ 40.00	\$ 1,440.00	\$ 200.00	\$ 7,200.00	\$ 55.00	\$ 1,980.00
<b>TOTAL BID SCHEDULE NO.3 (BID ITEMS 1-5, 8)</b>					<b>\$ 193,783.00</b>		<b>\$ 182,862.10</b>		<b>\$ 182,216.10</b>		<b>\$ 225,000.00</b>



CITY OF CATHEDRAL CITY  
2024-2025 CITY STREETS PAVEMENT RECONSTRUCTION PROJECTS  
Bid Tabulation/ Analysis

CITY PROJECT No.: 8688 - 8692

ITEM	DESCRIPTION	UNIT	QUANTITY	Hardy & Harper, Inc.		Match Corporation		Martin Marietta San Diego Aggregates LLC		Onyx Paving Company, Inc.	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>BID SCHEDULE NO.4: VENTURA DRIVE</b>											
1	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 5,600.00	\$ 5,600.00	\$ 12,000.00	\$ 12,000.00	\$ 8,162.70	\$ 8,162.70
2	TRAFFIC CONTROL	LS	1	\$ 14,191.10	\$ 14,191.10	\$ 18,600.00	\$ 18,600.00	\$ 19,750.00	\$ 19,750.00	\$ 22,000.00	\$ 22,000.00
3	SIGNING AND STRIPING	LS	1	\$ 720.00	\$ 720.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
9	GRIND 0.12' (1.5") AC PAVEMENT AND DISPOSE	SF	91,618	\$ 0.30	\$ 27,485.40	\$ 0.22	\$ 20,155.96	\$ 0.33	\$ 30,233.94	\$ 0.35	\$ 32,066.30
10	CONSTRUCT 0.12' (1.5") TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	859	\$ 123.00	\$ 105,657.00	\$ 108.00	\$ 92,772.00	\$ 105.00	\$ 90,195.00	\$ 125.00	\$ 107,375.00
11	CRACK SEAL	LF	4,792	\$ 2.70	\$ 12,938.40	\$ 0.46	\$ 2,204.32	\$ 1.10	\$ 5,271.20	\$ 0.50	\$ 2,396.00
<b>TOTAL BID SCHEDULE NO.4 (BID ITEMS 1-3, 9-11)</b>					<b>\$ 166,291.90</b>		<b>\$ 140,032.28</b>		<b>\$ 157,950.14</b>		<b>\$ 173,000.00</b>
<b>BID SCHEDULE NO.5 AVENIDA QUINTANA</b>											
1	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,835.30	\$ 10,835.30
2	TRAFFIC CONTROL	LS	1	\$ 15,600.00	\$ 15,600.00	\$ 18,800.00	\$ 18,800.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00
3	SIGNING AND STRIPING	LS	1	\$ 2,320.00	\$ 2,320.00	\$ 2,240.00	\$ 2,240.00	\$ 3,050.00	\$ 3,050.00	\$ 4,000.00	\$ 4,000.00
9	GRIND 0.12' (1.5") AC PAVEMENT AND DISPOSE	SF	106,542	\$ 0.30	\$ 31,962.60	\$ 0.20	\$ 21,308.40	\$ 0.38	\$ 40,485.96	\$ 0.35	\$ 37,289.70
10	CONSTRUCT 0.12' (1.5") TYPE III C-3 PG 70-10 AC PAVEMENT SECTION	TON	999	\$ 123.00	\$ 122,877.00	\$ 104.00	\$ 103,896.00	\$ 105.00	\$ 104,895.00	\$ 125.00	\$ 124,875.00
11	CRACK SEAL	LF	4,000	\$ 2.70	\$ 10,800.00	\$ 0.46	\$ 1,840.00	\$ 1.20	\$ 4,800.00	\$ 0.50	\$ 2,000.00
<b>TOTAL BID SCHEDULE NO.5 (BID ITEMS 1-3, 9-11)</b>					<b>\$ 188,859.60</b>		<b>\$ 156,084.40</b>		<b>\$ 182,730.96</b>		<b>\$ 214,000.00</b>
<b>TOTAL ALL BASE BID ITEMS</b>					<b>\$ 1,235,020.00</b>		<b>\$ 1,201,945.00</b>		<b>\$ 1,214,178.43</b>		<b>\$ 1,489,000.00</b>
<b>ADDITIVE ALTERNATE BID SCHEDULE A: UTILITY ADJUSTMENT</b>											
A-1	LOWER AND RAISE WATER VALVE TO GRADE PER CVWD STANDARDS	EA	85	\$ 1,470.00	\$ 124,950.00	\$ 2,800.00	\$ 238,000.00	\$ 2,750.00	\$ 233,750.00	\$ 800.00	\$ 68,000.00
A-2	LOWER AND RAISE SEWER MANHOLE TO GRADE PER CVWD STANDARDS	EA	35	\$ 2,060.00	\$ 72,100.00	\$ 2,330.00	\$ 81,550.00	\$ 2,275.00	\$ 79,625.00	\$ 2,200.00	\$ 77,000.00
<b>TOTAL ADDITIVE ALTERNATE BID SCHEDULE A</b>					<b>\$ 197,050.00</b>		<b>\$ 319,550.00</b>		<b>\$ 313,375.00</b>		<b>\$ 145,000.00</b>
<b>TOTAL ALL BID ITEMS AND ALL ALTERNATIVES</b>					<b>\$ 1,432,070.00</b>		<b>\$ 1,521,495.00</b>		<b>\$ 1,527,553.43</b>		<b>\$ 1,634,000.00</b>

## **SECTION 1300 CONTRACT**

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "**City**", and HARDY AND HARPER, INC., herein referred to as, "**Contractor**."

### **WITNESSETH:**

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services for  
**Bid No. B24-74E**  
**2024-2025 CITY STREETS PAVEMENT RECONSTRUCTION PROJECTS**

SHIFTING SANDS TRAIL PAVEMENT RECONSTRUCTION (C08688)  
SKY BLUE WATER TRAIL PAVEMENT RECONSTRUCTION (C08689)  
33<sup>RD</sup> AVENUE PAVEMENT RECONSTRUCTION (C08690)  
VENTURA DRIVE PAVEMENT RECONSTRUCTION (C08691)  
AVENIDA QUINTANA PAVEMENT RECONSTRUCTION (C08692),

(the "Work") in the City of Cathedral City, California. The Work shall be done in strict conformity with this Contract, approved Change Orders, the Invitation to Bid dated **November 3, 2024**, Instructions to Bidders, permits issued by the City or other agencies, the General and Specific Project Requirements, Standard Specifications, Plans, Referenced Specifications, the General Conditions, Supplementary Conditions the Contractor's Bid dated **November 20, 2024**, and any addenda thereto (the "Contract Documents") all of which shall be considered a part hereof as though fully set herein.

2. Contractor will comply with all Federal, State, County, and City of Cathedral City laws, regulations, and policies, which are, as amended from time to time, incorporated herein by reference.

3. All work shall be done in a workman like manner and to the satisfaction of the City Engineer.

4. Time is of the essence in Contractor's performance of the Work for this Contract. Contractor agrees to diligently pursue the performance and completion of the Work in every detail to the satisfaction of the City. Contractor shall commence work after the issuance of a written Notice to Proceed and agrees to have all work completed within **Sixty (60) calendar days** from the date of Notification to Proceed.

5. In consideration of said Work, City agrees to pay Contractor such sums as shall be approved by the City Engineer at lump sums and/or unit prices stated in the Contractor's Bid. The total compensation to Contractor for all Work shall not exceed **one million, four-hundred and thirty-two thousand dollars, and zero cents (\$1,432,000.00)**. All payments shall be subject to approval by the City Engineer and shall be in accordance with the terms, conditions, and procedures provided in the Contract Documents.

6. The Contractor, and any subcontractor engaged by Contractor, shall not pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City up to Two Hundred Dollars (\$200.00) for each calendar day, or fraction thereof, for every workman paid by Contractor or by any subcontractor engaged by Contractor, in violation of this provision (Sections 1770-1777, Labor Code of California).

7. Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to City, as provided in the Contract Documents, the cost of which shall be paid by Contractor.

8. Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any product purchased herein; or any acts, errors or omissions (including,

without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public.

9. Except as otherwise required, Contractor shall concurrently with the execution of this Contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts provided in the Contract Documents. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City as an additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.

10. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

11. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$500.00 liquidated damages for each such breach committed under this Contract.

12. Contractor also agrees that for contracts in excess of \$30,000 that apprentices will be employed without discrimination in an approved program in a ratio established in the apprenticeship standards of the craft involved (Sections 1777.5 and 1777.6, Labor Code of California). Contractors who willfully fail to comply will be denied the right to bid on public projects for a period of six months in addition to other penalties provided by law.

13. This Contract shall not be assignable by Contractor without the written consent of the City.

14. Contractor shall notify the City Engineer (in writing) forthwith when the Contract is deemed completed.

15. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.

16. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the Work. Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City. Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession.

17. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

18. The Contractor shall maintain and preserve all such records for a period of at least three years after termination of the Contract.

19. The Contractor shall maintain all such records in the City of Cathedral City. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract, Contractor and any or subcontractor is deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Contract. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

21. The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates stated below

"CITY"

CITY OF CATHEDRAL CITY,  
a California municipal corporation

By: \_\_\_\_\_  
Charles P. McClendon, City Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey R. Hermosillo, City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric S. Vail, City Attorney

Dated: \_\_\_\_\_

"CONTRACTOR"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CONTRACTOR SIGNATURES MUST BE NOTARIZED. IF CONTRACTOR IS A CORPORATION OR LIMITED LIABILITY COMPANY, TWO SIGNATURES MUST BE PROVIDED.]

**SECTION 1310**  
**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on December 11, 2024, **awarded to HARDY AND HARPER, INC.**, hereinafter designated as the Principal, a Contract for **Bid No. B24-74E, Project No. (C08688), (C08689), (C08690), (C08691), (C08692)**, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City in the just and full amount of ( \* ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**\* one million, four-hundred and thirty-two thousand dollars, and zero cents (\$1,432,000.00)**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for one-year guarantee period, during which time this bond remains in full force and effort.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Phone # of Surety

\_\_\_\_\_  
Contact Person For Surety

**SECTION 1320**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, **on December 11, 2024, awarded to HARDY AND HARPER, INC.**, hereinafter designated as the Principal, a Contract for **Bid No. B24-74E, Project No. (C08688), (C08689), (C08690), (C08691), (C08692)**, and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City in the just and full amount of ( \* ), executors, administrators, and successors, jointly and severally, firmly by these presents.

**\* one million, four-hundred and thirty-two thousand dollars, and zero cents (\$1,432,000.00)**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the City as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal) \_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(Seal) \_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Phone # of Surety

\_\_\_\_\_  
Contact Person For Surety

**SECTION 1330**  
**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION 1340**  
**LIABILITY AND INSURANCE REQUIREMENTS**

**1.0 INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, demand, damage, liability, loss, cost or expense (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Contractor, or any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

The City does not, and shall not, waive any rights that it may have against Contractor, any of the Contractor's employees, or any of its subcontractors under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Contract. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described herein. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

**2.0 INSURANCE REQUIREMENTS**

**2.1 General**

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Paragraph 1340-2.0, INSURANCE REQUIREMENTS, and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 1340-2.0 INSURANCE REQUIREMENTS.

**2.2 Commercial General Liability Policy**

The Contractor shall take out and maintain during the life of the Contract, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Two Million Dollar (\$2,000,000) annual project aggregate, for all of the following:

- a. Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- b. Completed Operations/Products, including X, C, and U Coverage.
- c. Independent Contractors.
- d. Blanket Contractual.
- e. Deductible shall not exceed One Thousand Dollars (\$1,000).

### 2.3 **Commercial Business Auto Policy**

The Contractor shall take out and maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverage:

- a. Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.
- b. Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy shall have said coverage provided for under the Commercial General Liability Policy.
- c. Deductible shall not exceed One Thousand Dollars (\$1,000).

### 2.4 **Workers' Compensation Insurance**

The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

### 2.5 **Endorsements**

All of the following endorsements are required to be made a part of the policies described in this Section hereof:

- a. "The City, City employees and officers, the City Engineer, its consultants, elected officials, agents, and sub-consultants are hereby added as additional insured insofar as Work done under this Contract is concerned."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance, including self-insured retention, the City may

possess, and any other insurance the City does possess shall be considered excess insurance only."

- c. "This insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- d. "Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

City Manager  
City of Cathedral City  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234

## 2.6 **Change in Terms**

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the location identified in Paragraph 1340-2.6.d, Endorsements. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.



# Staff Report

## City Council

Item No. 4.A

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**Meeting Date:** May 8, 2024

**From:** John A. Corella - Director of Engineering and Public Works

**Title:** Approve the CDBG FY 2024-2025 Annual Action Plan

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### **RECOMMENDATION:**

To approve the FY 2024-2025 Community Development Block Grant (CDBG) Annual Action Plan for submittal to the U.S. Department of Housing and Urban Development (HUD); and, authorize the City Manager or designee to execute the required certifications; and, execute all funding agreements and documents consistent with the FY 2024-2025 Annual Action Plan.

### **BACKGROUND:**

The Community Development Block Grant (CDBG) program, awarded from U.S. Department of Housing and Urban Development (HUD), allows Cathedral City to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and improving community facilities and services, principally for low-to-moderate (low-mod) income individuals.

As an entitlement City, Cathedral City receives annual entitlement funds to address the priority needs of the community which are outlined in the 5-Year Consolidated Plan (Con Plan). In consistency with the 5-Year Con Plan and as part of the Con Plan objectives, the Annual Action Plan (AAP) identifies how CDBG funds will be allocated in the upcoming fiscal year.

HUD has not released the information on the City's FY 2024-2025 CDBG allocation. The allocation amount is expected to be available in September 2024.

At the March 27, 2024, City Council Study Session, staff presented the draft of the proposed FY 2024-2025 AAP to the City Council for review and comments. At this meeting, there were no modifications recommended by the City Council to the proposed FY 2024-2025 AAP.

Per the City's adopted Community Participation Plan (CPP), an advertisement for "Notice of Availability for Review and Comments" (Notice) was published in the Desert Sun on March 31, 2024. The Notice was posted at the following sites: Cathedral City City Hall, Cathedral City Senior Center, Boys and Girls Club of Cathedral City, and Cathedral City Library. The draft document of the FY 2024-2025 AAP was also available to the public and the community at the Cathedral City City Hall and the Cathedral City Library for a period of thirty (30) days.

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**DISCUSSION:**

Cathedral City CDBG FY 2024-25 AAP

For this fiscal year, city staff is proposing the allocation of funds as shown in the following table:

<b>ADMINISTRATIVE (≤20%)</b>	<b>FUNDING</b>
<b>Total Funding Allocated</b>	<b>\$ 114,000</b>

<b>PUBLIC SERVICES (≤15%)</b>	<b>FUNDING</b>
<b>Total Funding Allocated</b>	<b>\$ -</b>

<b>PUBLIC IMPROVEMENTS (&gt;80%)</b>	<b>FUNDING</b>
Whitewater Area Street Rehabilitation	\$ 451,000
Sidewalk Repair Assistance Program	\$ 5,000
<b>Total Funding Allocated</b>	<b>\$ 456,000</b>

<b>TOTAL FUNDING</b>	<b>\$ 570,000</b>
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According to the Waiver of 24 CFR 91.105 and 24 CFR 91.115 that was sent to all entitlement grantees, the Community Participation Plan also requires the City hold one public hearing to allow anyone interested in the process an opportunity to share their opinion regarding the types of programs and services described in the 5-Year Consolidated Plan and the Annual Action Plan. A public hearing will be held tonight, May 8, 2024, during the regularly scheduled City Council meeting. Please note there were no public comments received during the 30-day commenting period.

**FISCAL IMPACT:**

All funding through the CDBG Program is on a reimbursement basis based on the Annual Action Plan entitlement amounts. The Public Improvement Whitewater Area Street Rehabilitation Project Phase will be brought before the City Council for approval within FY 2024-2025 for construction services.

Note: Later in this meeting, city staff will be presenting a separate staff report proposing a provider for fair housing support services to be funded from the available CDBG Administrative Funding allocation.

**FIVE-YEAR STRATEGIC PLAN:**

GOAL B: COMMUNITY INVESTMENT

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Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

Action B-15: Explore providing a General Fund Capital Projects Fund for roadway improvements as part of development of the next Biennial Budget.

**ATTACHMENTS:**

1. FY 2024-2025 Final Draft CDBG Annual Action Plan

## RESOLUTION NO. 2024- 10

### RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of Cathedral City ("CITY") are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the CITY must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the CITY, will receive an estimated \$900,000 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

**WHEREAS**, this is the eight year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the CITY has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the CITY used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the CITY maintain and rehabilitate streets throughout the CITY this year and in the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the CITY's streets and roads are in a "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Cathedral City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted project may utilize fiscal year 2024-25 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 1: Landau Boulevard and McCallum Way Intersection Traffic Signal Construction**

**Description:** The proposed Project will convert an existing four-way intersection into a signalized intersection and concrete deceleration pads north and south bound on Landau Boulevard. This intersection is located at the southwest corner of Mt. San Jacinto High School, which gets significant pedestrian traffic from students. This intersection was also the location of a 2015 pedestrian fatality.

**Location:** Intersection of Landau Boulevard and McCallum Way

**Estimated Useful Life:** Twenty (20) years

**Project Start:** Spring 2022

**Project Completion:** Summer 2024

**Estimated Cost:** \$1,200,000.00

3. The following proposed projects will be funded in-part or solely with fiscal year 2024-25 Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 2: Horizon Road Reconstruction Project**

**Description:** The Horizon Road Reconstruction Project will consist of the removal and replacement of 1-inch of asphalt pavement within the roadway surface on Horizon Road from Vista Chino to Adelina Road, and the removal and reconstruction of pavement within the roadway surface on Horizon Road from Adelina Road to Panorama Road.

**Location:** The limits of the Project are Horizon Road from Vista Chino to Panorama Road.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$429,000.00

**Proposed Project 3: Los Gatos Road Reconstruction Project**

**Description:** The Los Gatos Road Reconstruction Project will consist of the removal and reconstruction of pavement within the roadway surface on Los Gatos Road from Fortuna Road to Date Palm Drive.

**Location:** The limits of the Project are Los Gatos Road from Fortuna Road to Date Palm Drive.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$273,000.00

#### **Proposed Project 4: Panorama Road Reconstruction Project**

**Description:** The Panorama Road Reconstruction Project will consist of the removal and reconstruction of pavement within the roadway surface on Panorama Road from Avenida Diosa to Avenida La Vista.

**Location:** The limits of the Project are Panorama Road from Avenida Diosa to Avenida La Vista.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$403,000.00

#### **Proposed Project 5: East-West Public Alley Reconstruction Project**

**Description:** The East-West Public Alley Reconstruction Project will consist of the removal and reconstruction of pavement within the alley right of way between Horizon Road and Date Palm Drive.

**Location:** The public alley is bounded by Horizon Road to the west, Date Palm Drive to the east, Vista Chino to the north and Adelina Road to the south, and provides parking access to the existing commercial area in the Panorama Neighborhood.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$108,000.00

#### **Proposed Project 6: North-South Public Alley Reconstruction Project**

**Description:** The North-South Public Alley Reconstruction Project will consist of the removal and reconstruction of pavement within the alley right of way from Adelina Road to the end of the alley or a length of 290 linear feet to the south of Adelina Road.

**Location:** The public alley is bounded by Adelina Road to the north, vacant lots to the south, Date Palm Drive to the west, and Avenida La Vista to the east, and provides parking access to the existing commercial area on the side south of Adelina Road. The length of this alley is 290 linear feet.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$67,000.00

#### **Proposed Project 7: Vista Chino Rehabilitation Project**

**Description:** The Vista Chino Rehabilitation Project will consist of the application of Rubberized Emulsion-Aggregate Slurry (REAS) within the roadway surface on Vista Chino from Avenida Maravilla to Date Palm Drive.

**Location:** The limits of the Project are Vista Chino from Avenida Maravilla to Date Palm Drive.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$170,000.00

#### **Proposed Project 8: Avenida La Vista Rehabilitation Project**

**Description:** The Avenida La Vista Rehabilitation Project will consist of the application of Rubberized Emulsion-Aggregate Slurry (REAS) within the roadway surface on Avenida La Vista from Adelina Road to Los Gatos Road.

**Location:** The limits of the Project are Avenida La Vista from Adelina Road to Los Gatos Road.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$51,000.00

#### **Proposed Project 9: Adelina Road Rehabilitation Project**

**Description:** The Adelina Road Rehabilitation Project will consist of the application of Rubberized Emulsion-Aggregate Slurry (REAS) within the roadway surface on Adelina Road from Horizon Road to Date Palm Drive.

**Location:** The limits of the Project are Adelina Road from Horizon Road to Date Palm Drive.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$21,000.00

#### **Proposed Project 10: Via De Anza Street Improvements Project - Phase III**

**Description:** The Via De Anza Street Improvements Project - Phase III consists of constructing a sidewalk, curb, gutter, ADA-compliant curb ramps, driveways, and the installation of new asphalt concrete. As well as private improvements, including reconstructing garden walls, mailboxes, and driveway improvements, will be placed to conform to the existing right of way and necessary setbacks.

**Location:** The Project is located along the east side of Via De Anza between Olancha Road and Ortega Road and the Cul De Sac on Arrowhead Road to the east of Via De Anza Street.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$1,169,000.00

#### **Proposed Project 11: Whitewater Area Street Rehabilitation Between 33<sup>rd</sup> Avenue and Ortega Road**

**Description:** The Whitewater Area Street Rehabilitation includes the removal and reconstruction of pavement within the roadway surface in the Whitewater Area.

**Location:** The streets included for the Whitewater Area Street Rehabilitation are Shifting Sands Trail, Whispering Palms Trail, Sky Blue Water Trail, Navajo Trail, and Pueblo Trail between 33<sup>rd</sup> Avenue and Ortega Drive, and 33<sup>rd</sup> Avenue from Shifting Sands Trail to Cathedral Canyon Drive.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2024

**Estimated Cost:** \$900,000.00

4. The following proposed project will be funded in-part or solely with future fiscal year Road Maintenance and Rehabilitation Account revenues:

**Proposed Project 12: N/O Baristo Road, S/O Vega Road, E/O Landau Boulevard W/O Avenida Los Niños Street Improvements.**

**Description:** The Proposed Project includes the removal and reconstruction of pavement on various residential streets located within the area bounded by Vega Road to the north, Baristo Road to the south, Landau Boulevard to the west, and Avenida Los Niños to the east.

**Location:** The proposed streets are Avenida El Mundo and Avenida El Pueblo between McCallum Way and Baristo Road.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2026

**Estimated Cost:** \$457,000.00

**Proposed Project 13: Landau Public Alleyway Reconstruction**

**Description:** The Landau Public Alleyway Reconstruction includes the removal and reconstruction of pavement within the public alley right of way. The Landau Public Alleyway provides parking access to multifamily and single-family residences in the Panorama Neighborhood.

**Location:** The Landau Public Alleyway is bounded by Vista Chino to the north, 30th Avenue to the south, Landau Boulevard to the west, and Avenida La Paz to the east.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Fall 2027

**Estimated Cost:** \$1,170,000.00

**Proposed Project 14: N/O Ramon Road, S/O McCallum Way, E/O Date Palm Drive, W/O Santoro Drive Street Improvements**

**Description:** The Proposed Project includes the removal and reconstruction on various residential streets located within the area bounded by McCallum Way to the north, Ramon Road to the south, Date Palm Drive to the west, and Santoro Drive to the east.

**Location:** The proposed streets are El Toro Road, Victor Road, and Nuema Drive from Ramon Road to Baristo Road; and Baristo Road from the east end to San Eljay Avenue.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2028

**Estimated Cost:** \$1,190,000.00

**Proposed Project 15: Panorama Park Area Street Improvements Between Avenida Maravilla and Avenida La Vista**

**Description:** The Panorama Park Area Street Improvements includes the removal and reconstruction of pavement in the Panorama Park Neighborhood Area.

**Location:** The streets included for the Panorama Park Area Street Improvements are Los Gatos Road from Val Yermo Trail to Avenida La Diosa, and Jarana Road from Avenida Maravilla to Avenida La Vista.

**Estimated Useful Life:** Twenty (20) years

**Project Completion:** Summer 2029

**Estimated Cost:** \$743,000.00

**PASSED AND ADOPTED** by the City Council of the City of Cathedral City, State of California this 28<sup>th</sup> day of February 2024, by the following vote:

**Ayes:** Councilmember Lamb and Gutierrez; Mayor Pro Tem Ross and Mayor Carnevale

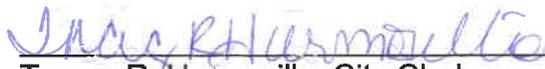
**Noes:** None

**Absent:** Councilmember Gregory

**Abstain:** None

  
\_\_\_\_\_  
Mark Carnevale, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Tracey R. Hermosillo, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric S. Vail, City Attorney