



## City Council Staff Report

DATE: July 6, 2016

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO PRINCIPLES CONTRACTING, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$329,867.60 FOR THE PALM SPRINGS DOG PARK RENOVATIONS, CITY PROJECT NO. 16-03

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

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### SUMMARY

Award of this contract will allow the City to undergo a complete overhaul of the existing dog park for the Palm Springs Dog Park Renovations, City Project No. 16-03, ("the Project").

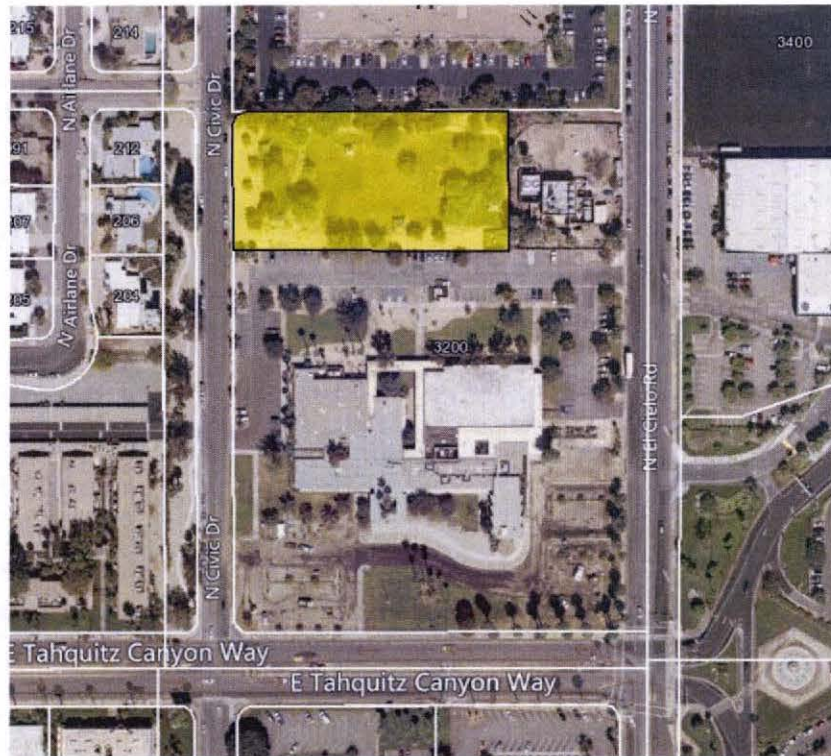
### RECOMMENDATION:

1. Reject the lowest bid received from G & M Construction, a California corporation, as non-responsive;
2. Award a construction contract (Agreement No. \_\_\_ ) to Principles Contracting Inc., a California Corporation, in the amount of \$329,867.60 for Bid Schedule A only, for the Palm Springs Dog Park Renovations, City Project No. 16-03;
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On March 16, 2016, the City Council approved a conceptual design plan to renovate the City's Dog Park and authorized an increase in the amount of \$25,200 with David Volz Design ("DVD"), for additional On-Call Landscape Architectural Services, Agreement (A6786) for the preparation of final design and construction documents. A copy of the March 16, 2016, staff report is included as **Attachment 1**.

The location of the Project is shown in Figure 1 below and a vicinity map is included as **Attachment 2**.



**Figure 1**

The construction documents (plans and specifications) were prepared by DVD, and identified bidding of the Project into two separate Bid Schedules; the scope of each Bid Schedule is provided here:

**Bid Schedule A (Dog Park Renovations):**

The Work comprises the complete renovation of the existing Palm Springs Dog Park including; clearing, grubbing and removals, soil preparation and fine grading, weed abatement, earthwork, installation of new irrigations system, installation of new turf, installation of site furnishings, 90-day landscape maintenance and all appurtenant work.

**Bid Schedule B (Temporary Dog Park - Demuth):**

The Work comprises the construction of an expanded temporary dog park located within Demuth Park, at the southwest corner of Mesquite Avenue and Vella Road.

On March 16, 2016, the City Council directed staff to coordinate with the City Council Dog Park Subcommittee (Mayor Moon / Councilmember Foat) on final design, and pre-approved the plans, specifications and working details, and authorized staff to advertise and solicit bids for the Project – subject to the approval of the Subcommittee. The Project was released for bids on May 3, 2016, and advertised in the *Desert Sun* on May 5 and 12, 2016. Subsequently, on June 7, 2016, the Procurement and Contracting Division received eight (8) construction bids from the following contractors:

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
G & M Construction *** *** <i>non-responsive</i>	Palm Springs, CA	\$389,607.00
Principles Contracting, Inc.	Riverside, CA	\$403,867.60
Landscape Support Services	Sherman Oaks, CA	\$465,672.80
Marina Landscape	Orange, CA	\$495,572.60
KASA Construction, Inc.	Chino, CA	\$566,077.50
CS Legacy Construction, Inc.	Pomona, CA	\$566,582.55
Mariposa Landscapes, Inc.	Irwindale, CA	\$642,101.34
O&J Golf Construction, Inc.	Moreno Valley, CA	\$982,478.32

The basis of award was Bid Schedule A and Bid Schedule B; excluding Alternative Bid Items 9ALT and 23ALT from Bid Schedule A. Alternative Bid Item 9ALT identified a price of \$363,000 to install Synthetic Turf (K9 Grass System) in lieu of a Hybrid Bermuda Turf. Additionally, Alternative Bid Item 23ALT identified a price of \$137,000 to install Solar LED Light Fixtures in lieu of Non-Solar LED Decorative Light Fixtures.

On that basis, Principles Contracting, Inc., a California corporation, submitted the lowest bid in the amount of \$403,867.60. A full bid summary is included as **Attachment 3**.

The lowest bid submitted from Principles Contracting, Inc., includes the following costs for each separate scope of work. At the June 15, 2016, City Council meeting, the City Council appropriated a budget of \$330,000 from the Measure J Capital Fund for the Project. On the basis of the funding appropriated, staff recommends that the City Council award a contract excluding the alternative bid items for the synthetic turf and LED light fixtures, and the work identified for an expanded temporary dog park at Demuth Park, as identified on Bid Schedule B.

### ***Bid Analysis***

As part of the City's normal bid review process, staff reviewed all of the bid documents submitted by the apparent low bidder, G & M Construction ("G&M"), to ensure compliance with the Instructions to Bidders. After staff's review, staff determined that G&M submitted an incomplete bid by listing a subcontractor who is not registered with the Department of Industrial Relations ("DIR"). Pursuant to Section 1725.5 of the Public Contract Code, a Contractor or subcontractor shall not engage in the performance of any contract for public works unless currently registered with the DIR. However, pursuant to Section 1771.1 (c) of the Public Contract Code, an inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for considering the bid non-responsive provided that the following apply:

- 1) The subcontractor is registered prior to the bid opening.

- 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

Staff communicated with G&M and determined their subcontractor did not pay any penalty registration fee to the DIR. As G&M did not inadvertently list Buena Vista Landscaping on their bid they also could not claim they were unaware of their lack of DIR registration and replace Buena Vista Landscaping with another subcontractor. Therefore, the bid submitted by G&M is considered non-responsive.

Staff reviewed the bid documents submitted by the second low bidder, Principles Contracting, Inc., and determined that its bid was compliant with the Instructions to Bidders. On all advertisements for bids, the City issues a disclosure under Section N-3 "Award of Contract," in its Notice Inviting Bids declaring that:

*The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City.*

As a California charter city, pursuant to relevant state and case law, the City Council retains general authority to award contracts in the best interests of the City. On the basis that the City Council rejects the lowest bid submitted by G & M Construction, as non-responsive, staff recommends that the City Council approve the bid submitted by Principles Contracting, Inc., and determine that Principles Contracting, Inc., of Riverside, California, submitted the lowest responsive bid.

#### ***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, 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 Principles Contracting, Inc., is registered with the DIR, and is appropriately licensed.

Principles Contracting, Inc., of Riverside, California, submitted the lowest responsive bid; staff reviewed the bid and contractor's license, and found Principles Contracting, Inc., to be properly licensed and qualified. A construction contract with Principles Contracting, Inc., is included as **Attachment 4**.

### ***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. Principles Contracting, Inc., is not considered a local business, however, demonstrated sufficient evidence of good faith efforts to sub-contract the supply of materials and equipment to local business enterprises.

### **ENVIRONMENTAL IMPACT:**

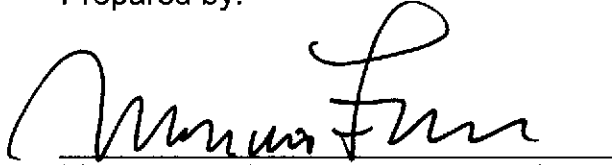
Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which 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 or topographical features 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 determined that construction of the proposed improvements to the City's existing Dog Park is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and will be filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 5**.

### **FISCAL IMPACT:**

On June 15, 2016, the City Council continued discussions toward the appropriation of funds to Measure J Capital projects as part of the 2016/2017 Fiscal Year. At that time, the City Council took action to appropriate \$330,000 for the Project as part of the 2016/2017 Measure J Capital Project Fund budget. On the basis of this appropriation, sufficient funding is available to award the construction contract in the amount of \$329,867.60.

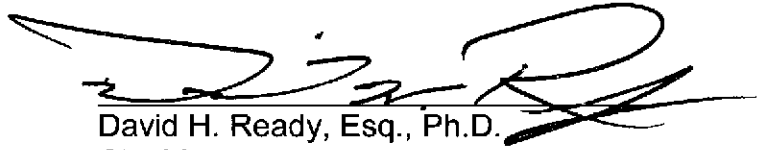
SUBMITTED:

Prepared by:



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

Approved by:



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

Attachments:

1. March 16, 2016, City Council staff report
2. Vicinity Map
3. Bid Summary
4. Construction Contract
5. CEQA Notice of Exemption

# **ATTACHMENT 1**



## City Council Staff Report

DATE: March 16, 2016 NEW BUSINESS

SUBJECT: REVIEW OF THE CONCEPTUAL DESIGN FOR IMPROVEMENTS TO  
THE PALM SPRINGS DOG PARK

FROM: David H. Ready, City Manager

BY: Office of the City Manager

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### SUMMARY

The implementation of state-mandated water conservation measures limiting outdoor watering to three days per week, and the prior cancellation of annual winter rye grass re-seeding in 2014 and 2015, has resulted in the deterioration of the turf at the Palm Springs Dog Park. Currently, most of the underlying Bermuda grass has been lost due to the high volume use by residents, the reduced irrigation, and deferral of annual winter re-seeding resulting in the appearance of bare ground. Council has asked staff to initiate efforts with a Landscape Architect to review the site and provide recommendations for solutions to the on-going turf maintenance challenges.

### RECOMMENDATION:

1. Review and approve the conceptual design for the City's Dog Park; and
2. Authorize an increase in the amount of \$25,200 to Purchase Order No. 16-0825 with David Volz Design, for a total amount of \$47,284, in accordance with Professional Services Agreement for On-Call Landscape Architectural Services, A6786; and
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

Planning efforts for construction of the City's first dog park were initiated in 1998. Subsequently, the dog park was constructed on approximately one acre of City land located immediately north of City Hall, as shown in Figure 1. The dog park is landscaped primarily with turf, with a variety of trees in and around the perimeter of the site. The type of turf used is a "hybrid Bermuda" grass, which is a very common type of grass used throughout the Coachella Valley, defined as:

08

ITEM NO. 5B



*Bermuda grass is a warm-season grass well adapted to warm regions of California. It does best in full sun and high temperatures. During periods of extended low temperatures, Bermuda grass will turn brown. In areas where Bermuda grass is well adapted, it is very water-efficient and has few pest problems. Both seeded and hybrid varieties are durable and withstand heavy use during the spring, summer, and early autumn months when they are actively growing, but they can be severely damaged from traffic during the winter months when they are not growing, giving weeds a chance to invade.<sup>1</sup>*

During the winter months, the Bermuda grass will go dormant, turning yellow and appearing dead. Its dormancy period extends generally from September to May, when it starts its growing season again, not requiring replanting. Historically, during its dormancy period the City will over-seed the Bermuda grass with an annual Rye which provides a full, dark green turf throughout the winter months, after which it naturally dies off by the summer months due to the higher temperatures.



**Figure 1**

Annual winter Rye grass reseeding of the dog park typically required complete closure of the dog park for 4-6 weeks to allow for germination of the Rye grass, and in 2014 at the request of dog park users, the City deferred the annual reseeding to allow the dog

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<sup>1</sup> Taken from University of California Agriculture & Natural Resources, Statewide Integrated Pest Management Program website, 1/27/16

park to remain open during the peak season of September/October. As a result, due to high traffic use of the dormant Bermuda grass, the condition of the underlying Bermuda grass deteriorated.

The City is under specific regulations restricting outdoor watering, which has generally deteriorated the condition of turf, trees and landscaping at all City parks and facilities. The combination of reduced outdoor watering and deferral of annual reseeding has significantly deteriorated the underlying Bermuda grass to the extent that most of it has now been replaced by bare ground.

The condition of the dog park has prompted complaints from its users requesting immediate action by the City. Requests have been made that the City replace all of the existing turf and consider planting of "St. Augustine" grass, which it has been claimed is used elsewhere in the Coachella Valley as an all-year grass not requiring annual reseeding during the winter months. Specifically, claims have been made that it is used at other dog parks, and at the private recreation area at the Coyote Run apartment complex in north Palm Springs. St. Augustine grass is defined as:

*St. Augustine grass, along with bermuda grass and zoysia grass, is a warm-season turf grass. In areas where it is well adapted, it is water efficient and has few pest problems. St. Augustine grass is used in the most moderate California climate zones, along the Southern California coast or in coastal valleys. It prefers full sun, but has a high tolerance for shade. It grows quickly during the summer months, but slows down during the spring and fall and enters a dormancy period in the late autumn and during the winter months. Because St. Augustine grass is not wear tolerant, it is used for lawns and general purpose turf, but not for high traffic sports turf.<sup>2</sup>*

Staff has contacted the City of Palm Desert and has confirmed that at all of its dog parks they have planted hybrid Bermuda grass, and not St. Augustine grass. Staff does not recommend the City consider planting St. Augustine grass, as it is not a true year-round turf, is difficult to maintain (is thick and problematic for removal of dog feces), and is not recommended for high traffic sports areas like dog parks.

An immediate resolution to the recent complaints on the condition of the dog park is to consider replanting of hybrid Bermuda grass in February/March when the temperatures are warmer. Staff previously received a proposal in the amount of \$54,375 from its landscape maintenance contractor, Golden Valley Construction, to remove the existing turf and replant hybrid Bermuda. Staff does not recommend replanting hybrid Bermuda throughout the entire dog park at this time due to the following issues:

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<sup>2</sup> Taken from University of California Agriculture & Natural Resources, Statewide Integrated Pest Management Program website, 1/27/16

- 1) Extension of state-mandated water conservation regulations limiting outdoor watering to 3 times per week is not sufficient to adequately maintain turf to its best condition.
- 2) The existing irrigation system requires replacement with an improved and more efficient system with separate irrigation stations and valves allowing for segregation of turf areas for maintenance.
- 3) Hybrid Bermuda grass requires annual reseeding with Rye grass to ensure it is not damaged during its dormancy period, and annual reseeding may not be allowed under the current state-mandated water conservation regulations.

At the January 19, 2016, Parks & Recreation Commission, staff reported that the City had entered into a contract with one of its on-call Landscape Architects (David Volz Design) to review the City's dog park and provide recommendations on improvements that should be made to address the deteriorated condition of the turf, including preparation of a conceptual plan for its complete renovation. At that time, the Commission appointed a sub-committee to coordinate with staff on the Dog Park.

At the February 3, 2016, City Council meeting, the City Council appointed Mayor Moon and Councilmember Foat to a sub-committee to review the issues surrounding the Dog Park, including review of a proposed conceptual plan for its improvement.

On February 9, 2016, the City Council and Parks & Recreation Commission sub-committees met with staff and David Volz Design to discuss goals and objectives with development of a conceptual plan to improve the City's Dog Park. The collective agreement was the following goals:

- Maintain turf
- Install new irrigation system
- Install concrete perimeter walkways
- Install benches
- Install water for dogs
- Install more lighting

At the February 16, 2016, Parks & Recreation Commission, staff reported on the progress made with appointment of a City Council subcommittee and development of a conceptual plan by David Volz Design.

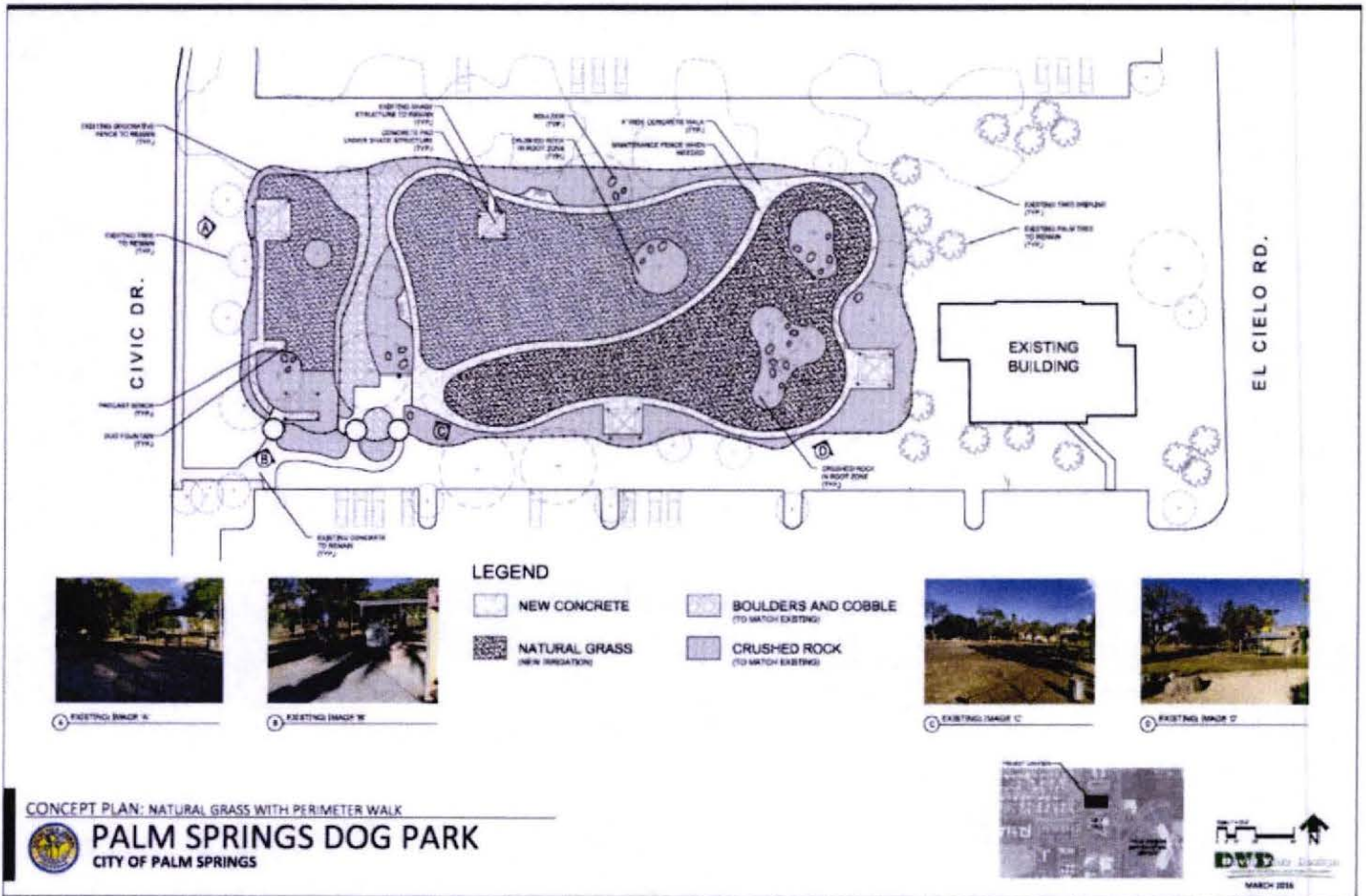
On March 7, 2016, the City Council and Parks & Recreation Commission sub-committees met with staff and David Volz Design to review a conceptual plan for improvements to the Dog Park. The group recommended approval of the conceptual plan, with formal review scheduled by the Parks & Recreation Commission at its March 15, 2016, meeting. A copy of the conceptual plan is shown as Figure 2 on the next page.



The City Council sub-committee is recommending that the City Council approve the conceptual plan and authorize David Volz Design to proceed with preparing final design and construction documents. Staff has received a proposal from David Volz Design in the amount of \$25,200 and recommends that the City Council authorize the City Manager to increase the Purchase Order previously issued to David Volz Design for the conceptual phase of this project. A copy of the proposal from David Volz Design is included as Attachment 1.

Time is of the essence on preparing final design and construction documents, to allow staff to return final plans for City Council approval to bid, with bidding and award of contract in time to schedule construction of the project by summer. The proposal anticipated installation of new hybrid Bermuda grass, which requires the summer months to take hold and grow. Construction of the improvements at the Dog Park will require complete closure for a period of two months, with a subsequent closure of the Dog Park in the Fall to allow for annual winter rye grass re-seeding.

**Figure 2**



**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 or topographical features 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 determined that construction of the proposed improvements to the City's existing Dog Park is considered categorically exempt from CEQA.

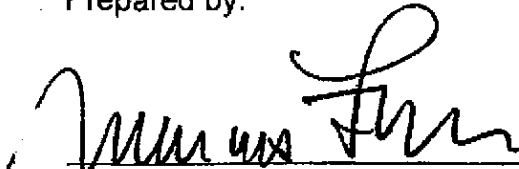
**FISCAL IMPACT:**

Funding for development of the conceptual plan by David Volz Design was appropriated from existing budget in the General Fund, Parks Maintenance Account 001-2451-43071. Sufficient funding is available to authorize the increase in the Purchase Order with David Volz Design in the amount of \$25,200 to proceed with final design.

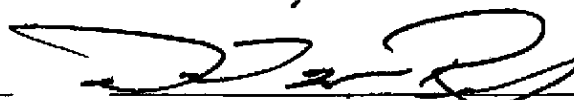
The estimated cost to construct the proposed improvements to the City's Dog Park is \$250,000 to \$300,000. Funding has not yet been identified or appropriated by the City Council for this project and will require an appropriation in the adopted FY 2016-17 budget if the project is to proceed.

**SUBMITTED:**

Prepared by:

  
\_\_\_\_\_  
Marcus L. Fuller, MPA, P.E., P.L.S.  
Assistant City Manager/City Engineer

Approved by:

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

Attachments:

1. David Volz Design Proposal

# **ATTACHMENT 1**

March 8, 2016

[www.dvolsdesign.com](http://www.dvolsdesign.com)

Mr. Marcus Fuller  
Assistant City Manager/City Engineer  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

**Home Office**  
151 Kalmus Drive, Suite. M8  
Costa Mesa, CA 92626  
phone 714.641.1300  
fax 714.641.1323

**Coachella Valley Office**  
78060 Calle Estado  
La Quinta, CA 92253  
phone 760.580.5165  
fax 760.564.0369

**RE: Palm Springs Dog Park Construction Documents and Construction Period Services  
Proposal to Provide Landscape Architectural Services  
City of Palm Springs**

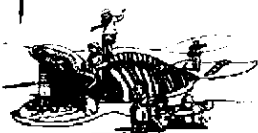
Dear Marcus,

Thank you for the opportunity to propose on construction documents for refurbishment of the Palm Springs Dog Park. DVD will prepare plans and specifications for city plan review process and approval. The landscape portion of the site is approximately 34,000 square feet and we estimate the construction costs for landscape to be about \$275,000 (Includes \$40,000 lighting estimate. The construction documents will be based upon the concept plan dated March 2016. We propose that the following scope of services to complete the project:

### Scope of Services

#### Construction Documents

- TASK 1** Prepare layout plan for proposed improvements, walkways, benches, landscape and irrigation.
- TASK 2** Prepare the planting plan and planting details for construction. The plan will be based on the approved preliminary landscape plan. The plan will include the turf locations, existing trees, details and notes.
- TASK 3** Prepare the irrigation plan and irrigation details for construction and submittal to the water department. The plan will be based on the approved preliminary landscape plan. Included on the irrigation plans will be the type, size, and locations of irrigation equipment including rotor heads, valves, pipe, and points of connection to existing irrigation. The irrigation system will be listed by name, manufacturer, model number and description. The irrigation system will include pressure loss calculations, and calculations for the proposed yearly water use.



- TASK 4 Provide planting and irrigation technical specification sections in word document format with a bid schedule and payment items for landscape related work.
- TASK 5 Electrical engineers plans for lighting of the park use areas. See attached proposal for electrical engineering scope of services.
- TASK 6 Provide an estimate of probable construction costs based on the final construction documents.

Bidding Support and Construction Observation

- TASK 7 Provide bidding and construction support for planting and irrigation. Services will include answering RFI's (Request for Information) during the bid period and assistance with evaluating bids once submitted. Construction observation would include two (2) site visits during the project construction at the following times:
1. Fine Grading
  2. Final Inspection

Professional Fees

DVD proposes to provide the landscape architectural services outlined above on a fixed fee basis. Any additional services required can be provided at our current hourly rate schedule.

**A, Construction Documents**

Task 1 through 4 and 6 identified above. Prepare planting and irrigation plans and specifications.

**\$19,000**

Task 7 Electrical Engineers Plans

**\$4,600**

**B, Bidding and Construction Observation**

Task 7 will be provided on a time and materials basis and will include RFI responses, in-office construction support and two (2) site reviews.

**\$1,600**

DVD will provide base map information based upon publicly available aerial photography, no survey will be prepared. Discrepancies between the base map information and field conditions will require field adjustments during construction. Printing, copying, delivery and reprographics





cost will be billed in addition to the above identified fees at the rate of cost plus 15% when prepared in-house.

Consultants fees for team members include a 15% administrative mark-up

Please review this proposal and should you have any questions please do not hesitate to call. We are looking forward to the refurbishment of Palm Springs Dog Park.

Very truly yours,

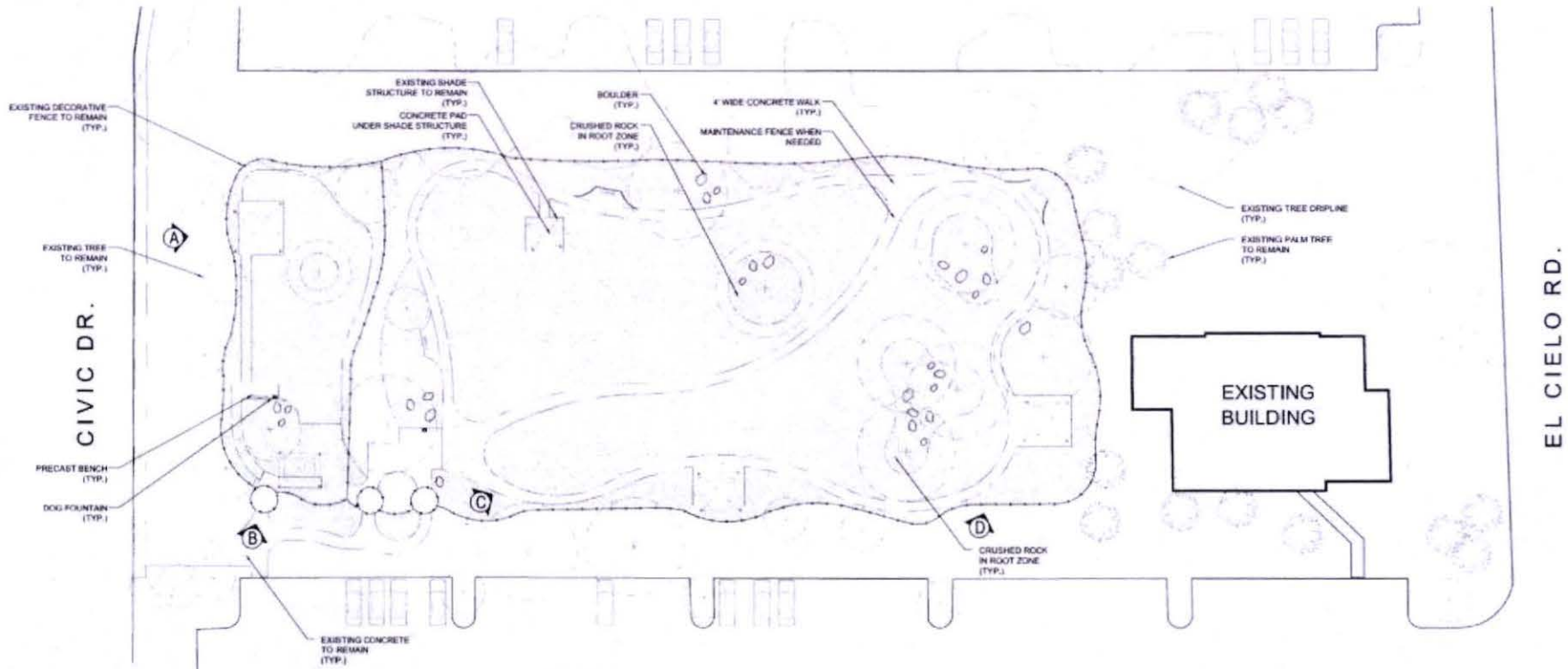
**DAVID VOLZ DESIGN**



David J. Volz, RLA #2375  
LEED Accredited Professional QSD/P

**DVD**





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B EXISTING: IMAGE 'B'







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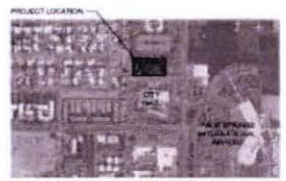
LEGEND

-  NEW CONCRETE
-  BOULDERS AND COBBLE (TO MATCH EXISTING)
-  NATURAL GRASS (NEW IRRIGATION)
-  CRUSHED ROCK (TO MATCH EXISTING)

CONCEPT PLAN: NATURAL GRASS WITH PERIMETER WALK

# PALM SPRINGS DOG PARK

CITY OF PALM SPRINGS

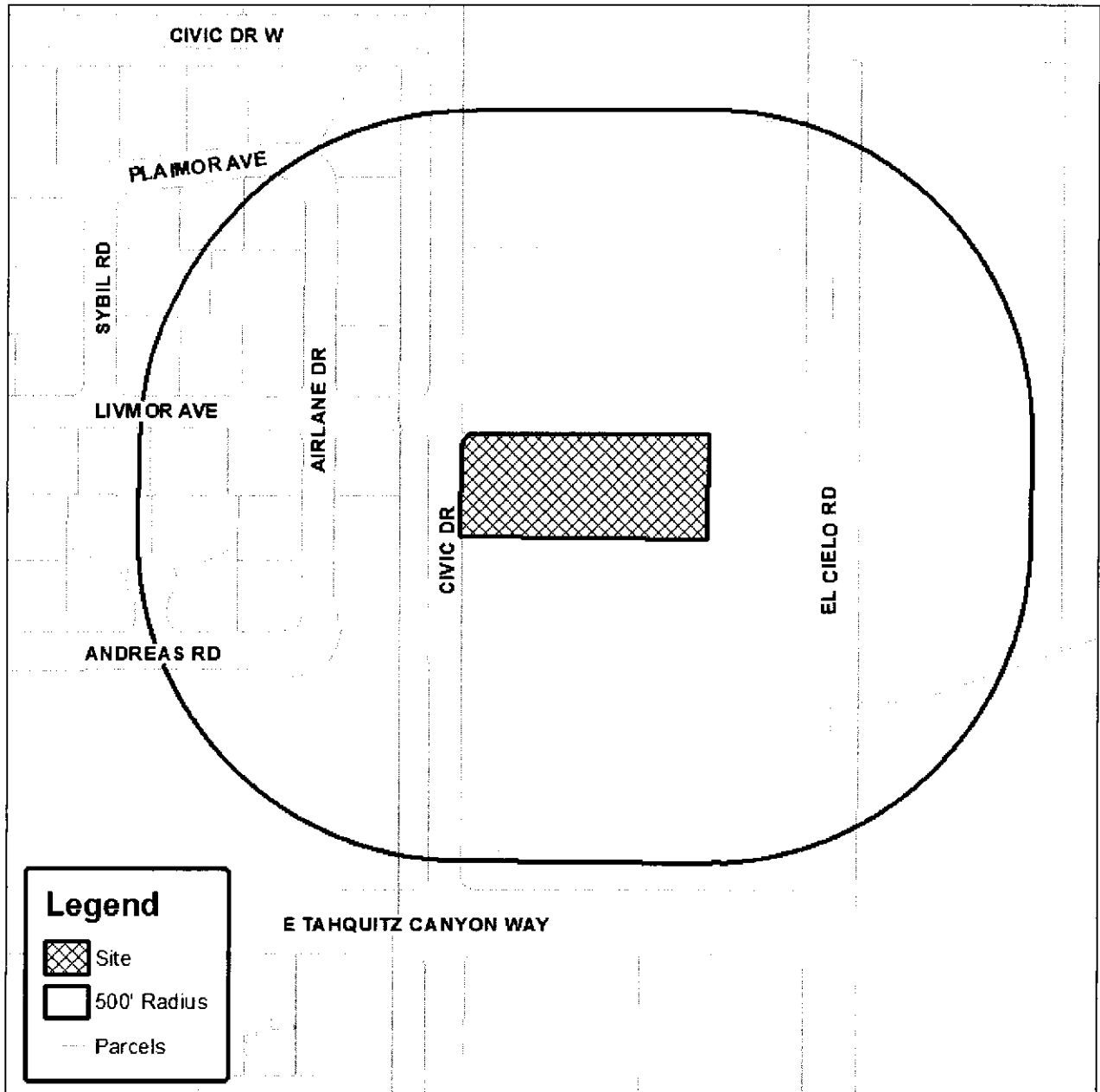
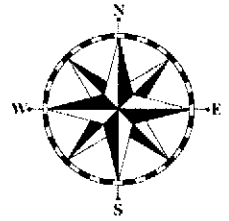


MARCH 2015

# **ATTACHMENT 2**



# Department of Public Works and Engineering Vicinity Map



CITY OF PALM SPRINGS

# **ATTACHMENT 3**

**DOG PARK RENOVATIONS  
CITY PROJECT 16-03  
BID SUMMARY  
Bid Opening: June 7, 2016**

BID SCHEDULE A		QUANT.	UNIT	G&M CONSTRUCTION		CS LEGACY CONSTRUCTION INC.		KASA CONSTRUCTION		MARINA LANDSCAPE	
BID ITEM	ITEM DESCRIPTION			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$11,850.00	\$11,850.00	\$99,545.00	\$99,545.00	\$101,000.00	\$101,000.00	\$22,000.00	\$22,000.00
2	Temporary Traffic Control	1	LS	\$250.00	\$250.00	\$862.00	\$862.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00
3	Water Pollution Control	1	LS	\$1,250.00	\$1,250.00	\$3,189.00	\$3,189.00	\$6,500.00	\$6,500.00	\$1,000.00	\$1,000.00
4	Site Clearing & Demolition	1	LS	\$17,800.00	\$17,800.00	\$22,658.00	\$22,658.00	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00
5	Earthwork	1	LS	\$15,525.00	\$15,525.00	\$8,282.00	\$8,282.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00
6	Soil Preparation & Fine Grading	36,085	SF	\$0.50	\$18,042.50	\$0.40	\$14,434.00	\$0.45	\$16,238.25	\$0.35	\$12,629.75
7	Weed Abatement	36,085	SF	\$0.20	\$7,217.00	\$0.03	\$1,082.55	\$0.05	\$1,804.25	\$0.01	\$360.85
8	Irrigation System	1	LS	\$39,000.00	\$39,000.00	\$60,773.00	\$60,773.00	\$45,000.00	\$45,000.00	\$34,000.00	\$34,000.00
9	Furnish and Install Sod	1	LS	\$40,000.00	\$40,000.00	\$26,737.00	\$26,737.00	\$16,500.00	\$16,500.00	\$21,000.00	\$21,000.00
9.(Alt)	Furnish and Install Synthetic Sod (Kg Grass System, Complete)	1	LS	\$129,550.00	\$129,550.00	\$287,479.00	\$287,479.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
10	Furnish and Install Trees (36" Box)	14	EA	\$250.00	\$3,500.00	\$871.00	\$12,194.00	\$1,000.00	\$14,000.00	\$1,125.00	\$15,750.00
11	Furnish and Install Crushed Rock	69	TON	\$135.00	\$9,315.00	\$276.00	\$19,044.00	\$260.00	\$17,940.00	\$300.00	\$20,700.00
12	Furnish and Install Boulder (A)	4	EA	\$500.00	\$2,000.00	\$622.00	\$2,488.00	\$350.00	\$1,400.00	\$650.00	\$2,600.00
13	Furnish and Install Boulder (B)	12	EA	\$400.00	\$4,800.00	\$443.00	\$5,316.00	\$200.00	\$2,400.00	\$350.00	\$4,200.00
14	Furnish and Install Boulder (C)	10	EA	\$275.00	\$2,750.00	\$302.00	\$3,020.00	\$175.00	\$1,750.00	\$180.00	\$1,800.00
15	Construct Concrete Flatwork	5,105	SF	\$4.50	\$22,972.50	\$7.20	\$36,756.00	\$7.00	\$35,735.00	\$12.00	\$61,260.00
16	Construct Concrete Header	720	LF	\$15.00	\$10,800.00	\$12.10	\$8,712.00	\$17.00	\$12,240.00	\$24.00	\$17,280.00
17	Furnish and Install Dog Bone Bench	4	EA	\$1,425.00	\$5,700.00	\$1,300.00	\$5,200.00	\$1,700.00	\$6,800.00	\$1,950.00	\$7,800.00
18	Furnish and Install Dog Wash Fountain (Hydrant)	1	EA	\$1,850.00	\$1,850.00	\$4,420.00	\$4,420.00	\$3,500.00	\$3,500.00	\$2,150.00	\$2,150.00
19	Furnish and Install Dog Wash Fountain	1	EA	\$2,150.00	\$2,150.00	\$4,713.00	\$4,713.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
20	Furnish and Install Radius Bench	12	EA	\$3,000.00	\$36,000.00	\$1,728.00	\$20,736.00	\$2,500.00	\$30,000.00	\$2,850.00	\$34,200.00
21	Furnish and Install Trash Receptacle	4	EA	\$1,100.00	\$4,400.00	\$1,268.00	\$5,072.00	\$1,600.00	\$6,400.00	\$1,250.00	\$5,000.00
22	Furnish and Install Mini Dog Waste with Onepul Bag System	2	EA	\$200.00	\$400.00	\$352.00	\$704.00	\$600.00	\$1,200.00	\$475.00	\$950.00
23	Lighting & Electrical System (with Pole Mounted LED Decorative Light Fixtures)	1	LS	\$50,550.00	\$50,550.00	\$91,823.00	\$91,823.00	\$68,000.00	\$68,000.00	\$80,000.00	\$80,000.00
23.(Alt)	Lighting & Electrical System (with Pole Mounted Solar LED Light Fixture with Integral PV Panel Assembly)	1	LS	\$116,200.00	\$116,200.00	\$180,988.00	\$180,988.00	\$175,000.00	\$175,000.00	\$178,750.00	\$178,750.00
24	90 Day Landscape Maintenance	1	LS	\$3,500.00	\$3,500.00	\$8,781.00	\$8,781.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
<b>BID SCHEDULE A TOTAL (EXCLUDING ALT ITEMS):</b>				<b>\$311,622.00</b>	<b>\$466,541.55</b>	<b>\$466,541.55</b>	<b>\$466,541.55</b>	<b>\$469,907.50</b>	<b>\$469,907.50</b>	<b>\$387,680.60</b>	<b>\$387,680.60</b>
<b>BID SCHEDULE A TOTAL (INCLUDING ALT ITEMS):</b>				<b>\$466,822.00</b>	<b>\$816,448.55</b>	<b>\$816,448.55</b>	<b>\$816,448.55</b>	<b>\$910,407.50</b>	<b>\$910,407.50</b>	<b>\$815,430.60</b>	<b>\$815,430.60</b>

BID SCHEDULE B		QUANT.	UNIT	G&M CONSTRUCTION		CS LEGACY CONSTRUCTION INC.		KASA CONSTRUCTION		MARINA LANDSCAPE	
BID ITEM	ITEM DESCRIPTION			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$2,885.00	\$2,885.00	\$8,698.00	\$8,698.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00
2	Temporary Traffic Control	1	LS	\$250.00	\$250.00	\$862.00	\$862.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
3	Water Pollution Control	1	LS	\$1,250.00	\$1,250.00	\$1,421.00	\$1,421.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00
4	Site Clearing & Demolition	1	LS	\$2,500.00	\$2,500.00	\$732.00	\$732.00	\$5,000.00	\$5,000.00	\$11,350.00	\$11,350.00
5	Soil Preparation & Fine Grading	560	SF	\$0.50	\$280.00	\$0.50	\$280.00	\$1.50	\$840.00	\$0.70	\$392.00
6	Modify Irrigation System	1	LS	\$750.00	\$750.00	\$1,915.00	\$1,915.00	\$8,000.00	\$8,000.00	\$13,350.00	\$13,350.00
7	Repair and Replace Sod	1	LS	\$2,250.00	\$2,250.00	\$7,243.00	\$7,243.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00
8	Construct Concrete Flatwork	560	SF	\$4.50	\$2,520.00	\$8.75	\$4,900.00	\$8.00	\$4,480.00	\$12.50	\$7,000.00
9	Construct Concrete Header	750	LF	\$15.00	\$11,250.00	\$16.00	\$12,000.00	\$17.00	\$12,750.00	\$26.00	\$19,500.00
10	Furnish and Install 6' High Chain Link Fence	830	LF	\$55.00	\$45,650.00	\$56.00	\$46,480.00	\$40.00	\$33,200.00	\$45.00	\$37,350.00
11	Furnish and Install Chain Link Fence (Single Gate)	4	EA	\$1,000.00	\$4,000.00	\$2,307.00	\$9,228.00	\$400.00	\$1,600.00	\$1,100.00	\$4,400.00
12	Furnish and Install Chain Link Fence (Double Gate)	2	EA	\$2,000.00	\$4,000.00	\$2,789.00	\$5,578.00	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00
13	Furnish and Install Mini Dog Waste with Onepul Bag System	2	EA	\$200.00	\$400.00	\$352.00	\$704.00	\$600.00	\$1,200.00	\$475.00	\$950.00
<b>BID SCHEDULE B TOTAL:</b>				<b>\$77,985.00</b>	<b>\$100,041.00</b>	<b>\$100,041.00</b>	<b>\$100,041.00</b>	<b>\$96,170.00</b>	<b>\$96,170.00</b>	<b>\$107,892.00</b>	<b>\$107,892.00</b>
<b>TOTAL BID SCHEDULE A+B (EXCLUDING ALT ITEMS)</b>				<b>\$389,607.00</b>	<b>\$566,582.55</b>	<b>\$566,582.55</b>	<b>\$566,582.55</b>	<b>\$566,077.50</b>	<b>\$566,077.50</b>	<b>\$495,572.60</b>	<b>\$495,572.60</b>
				<b>1</b>	<b>6</b>	<b>5</b>	<b>4</b>				

**DOG PARK RENOVATIONS  
CITY PROJECT 16-03  
BID SUMMARY  
Bid Opening: June 7, 2016**

BID SCHEDULE A		QUANT.	UNIT	MARIPOSA LANDSCAPES INC		LANDSCAPE SUPPORT SERVICES		O&J GOLF CONSTRUCTION INC		PRINCIPLES CONTRACTING INC	
BID ITEM	ITEM DESCRIPTION			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$15,064.00	\$15,064.00	\$24,031.00	\$24,031.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00
2	Temporary Traffic Control	1	LS	\$4,639.00	\$4,639.00	\$541.00	\$541.00	\$22,111.06	\$22,111.06	\$20,000.00	\$20,000.00
3	Water Pollution Control	1	LS	\$2,327.00	\$2,327.00	\$5,173.00	\$5,173.00	\$17,508.19	\$17,508.19	\$1,023.00	\$1,023.00
4	Site Clearing & Demolition	1	LS	\$50,718.00	\$50,718.00	\$37,515.00	\$37,515.00	\$40,405.86	\$40,405.86	\$40,000.00	\$40,000.00
5	Earthwork	1	LS	\$12,996.00	\$12,996.00	\$10,182.00	\$10,182.00	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00
6	Soil Preparation & Fine Grading	36,085	SF	\$0.58	\$20,929.30	\$0.57	\$20,568.45	\$0.39	\$14,073.15	\$0.25	\$9,021.25
7	Weed Abatement	36,085	SF	\$0.04	\$1,443.40	\$0.01	\$360.85	\$0.08	\$2,886.80	\$0.10	\$3,608.50
8	Irrigation System	1	LS	\$71,287.00	\$71,287.00	\$37,087.00	\$37,087.00	\$158,212.44	\$158,212.44	\$18,500.00	\$18,500.00
9	Furnish and Install Sod	1	LS	\$31,961.00	\$31,961.00	\$22,573.00	\$22,573.00	\$33,124.80	\$33,124.80	\$14,361.00	\$14,361.00
9.(Alt)	Furnish and Install Synthetic Sod (K9 Grass System, Complete)	1	LS	\$357,141.00	\$357,141.00	\$315,000.00	\$315,000.00	\$333,531.36	\$333,531.36	\$363,000.00	\$363,000.00
10	Furnish and Install Trees (36" Box)	14	EA	\$1,115.53	\$15,617.42	\$1,438.00	\$20,132.00	\$1,186.48	\$16,610.72	\$1,074.00	\$15,036.00
11	Furnish and Install Crushed Rock	69	TON	\$1,027.61	\$70,905.09	\$325.00	\$22,425.00	\$114.00	\$7,868.00	\$130.00	\$8,970.00
12	Furnish and Install Boulder (A)	4	EA	\$827.54	\$3,310.16	\$675.00	\$2,700.00	\$987.00	\$3,948.00	\$413.00	\$1,652.00
13	Furnish and Install Boulder (B)	12	EA	\$585.47	\$7,025.64	\$345.00	\$4,140.00	\$789.60	\$9,475.20	\$236.00	\$2,832.00
14	Furnish and Install Boulder (C)	10	EA	\$241.27	\$2,412.70	\$114.00	\$1,140.00	\$393.00	\$3,930.00	\$80.60	\$806.00
15	Construct Concrete Flatwork	5,105	SF	\$9.24	\$47,170.20	\$7.50	\$38,287.50	\$24.83	\$126,757.15	\$8.17	\$41,707.85
16	Construct Concrete Header	720	LF	\$24.12	\$17,366.40	\$17.60	\$12,672.00	\$26.25	\$18,900.00	\$10.00	\$7,200.00
17	Furnish and Install Dog Bone Bench	4	EA	\$3,121.21	\$12,484.84	\$1,991.00	\$7,964.00	\$1,760.89	\$7,043.56	\$1,226.00	\$4,912.00
18	Furnish and Install Dog Wash Fountain (Hydrant)	1	EA	\$2,242.92	\$2,242.92	\$4,180.00	\$4,180.00	\$3,186.28	\$3,186.28	\$1,800.00	\$1,800.00
19	Furnish and Install Dog Wash Fountain	1	EA	\$2,809.83	\$2,809.83	\$4,402.00	\$4,402.00	\$3,639.50	\$3,639.50	\$2,400.00	\$2,400.00
20	Furnish and Install Radius Bench	12	EA	\$2,841.00	\$34,092.00	\$3,072.00	\$36,864.00	\$3,543.69	\$42,524.28	\$2,275.00	\$27,300.00
21	Furnish and Install Trash Receptacle	4	EA	\$2,551.40	\$10,205.60	\$1,822.00	\$7,288.00	\$1,389.58	\$5,558.32	\$825.00	\$3,300.00
22	Furnish and Install Mini Dog Waste with Onepul Bag System	2	EA	\$692.68	\$1,385.36	\$579.00	\$1,158.00	\$271.23	\$542.46	\$269.00	\$538.00
23	Lighting & Electrical System (with Pole Mounted LED Decorative Light Fixtures)	1	LS	\$82,595.00	\$82,595.00	\$61,084.00	\$61,084.00	\$44,358.00	\$44,358.00	\$57,400.00	\$57,400.00
23.(Alt)	Lighting & Electrical System (with Pole Mounted Solar LED Light Fixture with Integral PV Panel Assembly)	1	LS	\$143,281.00	\$143,281.00	\$113,114.00	\$113,114.00	\$110,652.00	\$110,652.00	\$137,000.00	\$137,000.00
24	90 Day Landscape Maintenance	1	LS	\$4,646.00	\$4,646.00	\$5,309.00	\$5,309.00	\$18,100.00	\$18,100.00	\$1,500.00	\$1,500.00
<b>BID SCHEDULE A TOTAL (EXCLUDING ALT ITEMS):</b>				<b>\$525,633.86</b>		<b>\$387,776.80</b>		<b>\$643,261.77</b>		<b>\$329,867.60</b>	
<b>BID SCHEDULE A TOTAL (INCLUDING ALT ITEMS):</b>				<b>\$911,499.86</b>		<b>\$732,233.80</b>		<b>\$1,009,962.33</b>		<b>\$758,106.60</b>	

BID SCHEDULE B		QUANT.	UNIT	MARIPOSA LANDSCAPES INC		LANDSCAPE SUPPORT SERVICES		O&J GOLF CONSTRUCTION INC		PRINCIPLES CONTRACTING INC	
BID ITEM	ITEM DESCRIPTION			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$1,698.00	\$1,698.00	\$6,808.00	\$6,808.00	\$6,851.30	\$6,851.30	\$3,500.00	\$3,500.00
2	Temporary Traffic Control	1	LS	\$1,553.00	\$1,553.00	\$541.00	\$541.00	\$22,111.06	\$22,111.06	\$2,500.00	\$2,500.00
3	Water Pollution Control	1	LS	\$686.00	\$686.00	\$1,000.00	\$1,000.00	\$17,508.19	\$17,508.19	\$1,500.00	\$1,500.00
4	Site Clearing & Demolition	1	LS	\$5,560.00	\$5,560.00	\$2,500.00	\$2,500.00	\$40,405.86	\$40,405.86	\$10,722.00	\$10,722.00
5	Soil Preparation & Fine Grading	560	SF	\$7.12	\$3,987.20	\$1.80	\$1,008.00	\$0.39	\$218.40	\$2.00	\$1,120.00
6	Modify Irrigation System	1	LS	\$3,718.00	\$3,718.00	\$2,234.00	\$2,234.00	\$158,212.44	\$158,212.44	\$2,500.00	\$2,500.00
7	Repair and Replace Sod	1	LS	\$6,783.98	\$6,783.98	\$10,531.00	\$10,531.00	\$33,124.80	\$33,124.80	\$4,000.00	\$4,000.00
8	Construct Concrete Flatwork	560	SF	\$12.62	\$7,067.20	\$8.60	\$4,816.00	\$24.83	\$13,904.80	\$7.00	\$3,920.00
9	Construct Concrete Header	750	LF	\$21.84	\$16,380.00	\$17.60	\$13,200.00	\$26.25	\$19,687.50	\$10.00	\$7,500.00
10	Furnish and Install 6" High Chain Link Fence	830	LF	\$75.93	\$63,021.90	\$30.00	\$24,900.00	\$28.93	\$24,011.90	\$32.40	\$26,892.00
11	Furnish and Install Chain Link Fence (Single Gate)	4	EA	\$573.54	\$2,294.16	\$1,200.00	\$4,800.00	\$359.31	\$1,437.24	\$1,198.00	\$4,792.00
12	Furnish and Install Chain Link Fence (Double Gate)	2	EA	\$1,166.34	\$2,332.68	\$2,200.00	\$4,400.00	\$700.30	\$1,400.60	\$1,477.00	\$2,954.00
13	Furnish and Install Mini Dog Waste with Onepul Bag System	2	EA	\$692.68	\$1,385.36	\$579.00	\$1,158.00	\$271.23	\$542.46	\$1,050.00	\$2,100.00
<b>BID SCHEDULE B TOTAL:</b>				<b>\$116,467.48</b>		<b>\$77,896.00</b>		<b>\$339,216.55</b>		<b>\$74,000.00</b>	
<b>TOTAL BID SCHEDULE A+B (EXCLUDING ALT ITEMS)</b>				<b>\$642,101.34</b>		<b>\$465,672.80</b>		<b>\$982,478.32</b>		<b>\$403,867.60</b>	
				<b>7</b>		<b>3</b>		<b>8</b>		<b>2</b>	

# **ATTACHMENT 4**



**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**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 Principles Contracting, 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:

**DOG PARK RENOVATIONS  
CITY PROJECT NO. 16-03**

The Work comprises the complete renovation of the existing Palm Springs Dog Park located north of the Palm Springs City Hall at 3200 E. Tahquitz Canyon Way, including the following scope of work: clearing, grubbing and removals; soil preparation and fine grading; weed abatement; earthwork; installation of new irrigation system; installation of new turf; installation of site furnishings; and all other 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 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 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**

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 Twenty Nine Thousand Eight Hundred Sixty Seven Dollars and Sixty Cents (\$329,867.60)**. *Bid Schedule A only.*

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 2 to 2, 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.

## **ARTICLE 9 -- NON-DISCRIMINATION**

Contractor represents and agrees that it shall not discriminate against any subcontractor, consultant, employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, 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, 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**

By \_\_\_\_\_  
David H. Ready  
City Manager

**ATTEST:**

By \_\_\_\_\_  
James Thompson  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Douglas Holland  
City Attorney

**RECOMMENDED:**

By \_\_\_\_\_  
Marcus L. Fuller,  
Assistant City Manager/City Engineer

**APPROVED BY THE CITY COUNCIL:**

Date \_\_\_\_\_

Agreement No. \_\_\_\_\_

**CONTRACTOR**

By: Principles Contracting, Inc., a  
California corporation  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **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:** Palm Springs Dog Park Renovations, City Project No. 16-03

**Project Applicant:** City of Palm Springs

**Project Location (Specific):** Palm Springs City Hall, located at 3200 E. Tahquitz Canyon Way

**Project Location (City):** City of Palm Springs

**Project Location (County):** Riverside

**Project Description:** The scope of work includes the complete renovation of the existing Palm Springs Dog Park comprising of clearing, grubbing and removals, soil preparation and fine grading, weed abatement, earthwork, installation of new irrigations system, installation of new turf, installation of site furnishings, 90-day landscape maintenance and all appurtenant work.

**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 the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment or topographical 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 Palm Springs Dog Park Renovations, City Project No. 16-03, 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: 6/22/16

Title: Assistant 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: \_\_\_\_\_