



City Council Staff Report

Date: December 3, 2014 Unfinished Business

Subject: AWARD OF CONSTRUCTION CONTRACT FOR CITY HALL AND POLICE STATION PARKING LOTS REHABILITATION, CITY PROJECTS 01-17 AND 13-34

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of this item will award the construction contract for the Rehabilitation of the City Hall and Police Station Parking Lots.

1. Approve Agreement No. _____ in the amount of \$927,481.65, schedules A, B and C, for the City Hall and Police Station Parking Lots Rehabilitation with Golden Vista Construction Inc., dba Golden Valley Construction., City Project Nos. 01-17 and 13-34; and
2. Approve attached Budget Amendment Resolution No. _____ which will provide project funding from Fund Balance; and
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

MSA Consultant prepared the plans, specifications and estimate for the City Hall and Police Station Parking Lots rehabilitation project as authorized by City Council earlier this year.

On October 1st, 2014, Council approved the Plans, Specifications and Estimates, and authorized staff to proceed with bidding. On October 25th, and November 1st, 2014, the project was advertised for bids, and at 3:00 p.m. on November 25, 2014, the Procurement and Contracting Division received construction bids from only the following contractor:

1. Golden Vista Construction, Inc., dba Golden Valley Construction \$927,481.65

The engineer's estimate was \$992,000.00.

ITEM NO. 4A

Golden Vista Construction, Inc., dba Golden Valley Construction was determined to be the lowest responsive, responsible bidder and its officers are: Michael Emerson, President, and Shannon Murphy, Assistant Secretary.

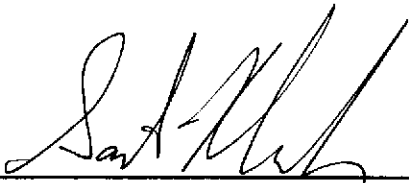
FISCAL IMPACT:

Funding for this project is available in accounts:

260-4500-59460 (Measure J City Hall Parking Lot)
260-4500-59448 (Measure J Repave Police Parking Lot)
260-4500-50000 (Unscheduled Capital Projects)

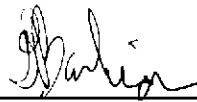
SUBMITTED:

Prepared by:



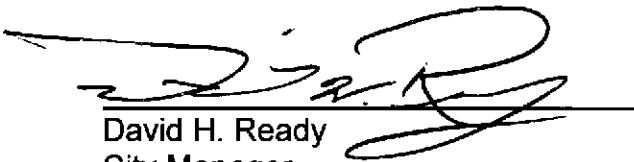
Savat Khamphou
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready
City Manager

Attachment:

1. Budget Resolution
2. Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM SPRINGS CALIFORNIA, AMENDING THE BUDGET
FOR FISCAL YEAR 2014-15

WHEREAS, Resolution No. 23560 approving the Budget for the Fiscal Year 2014-2015 was adopted on June 4, 2014; and

WHEREAS, the City Manager has recommended, and the City Council desires to approve, certain amendments to the budget for Fiscal Year 2014-2015.

NOW, THEREFORE THE CITY COUNCIL DETERMINES, RESOLVES AND APPROVES AS FOLLOWS:

SOURCE(S):

Fund	Activity	Account	Amount
260 (Measure J)	4500 (Capital Projects)	50000 (Unscheduled Capital Projects)	\$186,000

ADDITION(S):

Fund	Activity	Account	Amount
260 (Measure J)	4500 (Capital Projects)	59460 City Hall Pkg. Lot	\$186,000

PURPOSE: Authorize Funds for City Project 01-17, City Hall Parking Lot Rehabilitation

ADOPTED THIS 3rd DAY OF December, 2014.

CITY OF PALM SPRINGS

David H. Ready
City Manager

ATTEST:

James Thompson
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on December 3rd, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2014, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and _____ hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 -- THE WORK

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

CITY HALL NORTH, POLICE STATION AND CITY HALL SOUTH PARKING LOTS CITY PROJECT NO. 01-17, 13-34.

The Work is generally described as follows:

The Work comprises the construction of parking lot refurbishment, "white top," and associated replacement and repair at the City Hall North and City Hall South Parking Lots; construction of asphalt concrete overlay at Police Station Parking Lot; and all appurtenant work.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with the 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 sum of \$700.00 for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 -- CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s).

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers _____ to _____, inclusive, and all Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with provisions of the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the Engineer or the City as provided in the Contract Documents.

ARTICLE 6 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 -- MISCELLANEOUS

Terms used in this Agreement which are defined in the Standard Specifications as amended by the Special Provisions will have the meanings indicated in said Standard Specifications and Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**ATTEST: CITY OF PALM SPRINGS,
CALIFORNIA**

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

CONTENTS APPROVED:

By _____
City Engineer

Date _____

By _____
City Manager

Date _____

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR: Name: _____ Check one: Individual Partnership
 Corporation

Address: _____

By: _____ S
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of _____ L.
County of _____ ss

State of _____
County of _____ ss

On _____
before me, _____
personally appeared _____

On _____
before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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WITNESS my hand and official seal.

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Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: