



City Council Staff Report

Date: December 3, 2014 CONSENT CALENDAR

Subject: AWARD OF CONSTRUCTION CONTRACT FOR FIRE STATION 442
EMERGENCY GENERATOR INSTALLATION, CITY PROJECT 13-29

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of this item will award a construction contract to Global Power Group Inc., in the amount of \$79,998.00 for the installation of an emergency generator at Fire Station 442.

RECOMMENDATION:

1. Approve Agreement No. _____ in the amount of \$79,998.00 for Fire Station 442 Emergency Generator Installation with Global Power Group Inc., City Project No 13-29; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Palm Springs Fire Station 442 Located at 300 El Cielo Rd, provides emergency support to the local community and Palm Springs International Airport. This facility also serves as the main administration building for the Fire Department as well as the alternate site of the Palm Springs Emergency Operations Center.

This essential facility, does not have an alternative source of power should it experience an unexpected electrical service interruption or catastrophic emergency. In order to address this issue Measure J and Airport funds were allocated for a generator project which was planned to take place in three phases; design, equipment purchase/permitting, and construction/installation.

In December 2013 the Director of Public Works and Engineering approved a design contract with MRC, Inc. The scope of this agreement included an assessment of the Fire Station's current electrical systems and the preparation of electrical/construction drawings necessary to provide the infrastructure and electrical equipment necessary for

an emergency generator system capable of providing emergency power for a minimum of 90 hours. Design work was completed in May 2014.

Based on the engineer's recommendations, a Request for Quotations (RFQ), was issued for the purchase of a 200 kilowatt diesel generator and appurtenant equipment. On July 16, 2014 Council approved the purchase of a 200 KW emergency generator from Bay City Electric Works. This unit is now being manufactured and delivery is expected in mid-December 2014.

In September 2014, South Coast Air Quality Management District approved and issued a permit to construct and operate the generator.

Plans and specifications were prepared for the installation of the generator and the project was advertised for bidding in October 2014. On November 18, 2014 a total of five bids were received:

1. Global Power Group, Inc.	\$79,998.00
2. Champion Electric	\$106,950.00
3. Avram Electric	\$109,860.00
4. Zeus Construction	\$143,000.00
5. Conejo Construction	\$199,000.00

The engineer's estimate was \$81,000.

Global Power Group, Inc. was determined to be the lowest responsive, responsible bidder and its officers are: Salvatore Martorana, President, and Terry Mammen, CEO.

FISCAL IMPACT

To date, the following expenditures have been made on the project:

Design and Administration	\$15,219.41
Generator Purchase	\$59,848.63

From the initially allocated funds a balance of \$60,187.31 remains. In order to award the installation project the Fire Department will provide additional emergency generator installation funds in the amount of \$19,810.69. The following accounts will be utilized in the amounts indicated.

260-4500-59430 Measure J – Fire Station 2 emergency generator	(\$21,524.47)
416-6501-59430 Airport - Fire Station 2 emergency generator	(\$38,662.84)
261-3600-53054 Fire Department – emergency generator installation	(\$19,810.07)

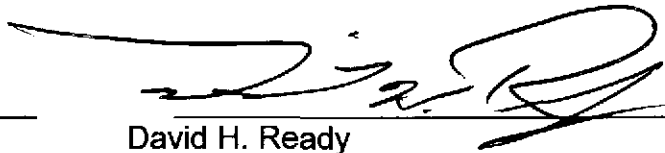
SUBMITTED:

Prepared by:

Approved by:



David J. Barakian
Director of Public Works/City Engineer



David H. Ready
City Manager

Attachment:

1. Agreement

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 201__, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and

hereinafter designated as the Contractor.

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

ARTICLE 1 -- THE WORK

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

FIRE STATION 442 EMERGENCY GENERATOR INSTALLATION **CITY PROJECT NO. 13-29**

The Work is generally described as follows:

The work under this contract shall consist of furnishing all labor, materials, vehicles, tools, machinery, equipment etc., as necessary for the installation of a Kohler Power Systems emergency generator operating at 120/208 volts and rated for 200 KW / 250 KVA (provided by City), at Palm Springs Fire Station 442 located at 300 El Cielo Rd., Palm Springs, CA.

The work includes, but is not necessary limited to:

- Initiating all necessary Palm Springs International Airport security protocols
- Site grading and preparation for construction
- Security fence construction and relocation
- Construction of a concrete generator foundation and fuel containment area
- Transportation, placement and anchorage of the generator
- Placement of conduits by hand trenching and boring;
- Placement of pull boxes
- Installation of all necessary copper conductors and wiring
- Intercept existing building feeder conduits and re-route as necessary
- Installation of Generator Transfer Switch (Transfer Switch provided by City)
- Modifications to existing Main Switch Board
- Provide and Install new Main Switch Board on exterior of building

The Contractor will be required to provide a complete and operable Emergency Generator electrical system in accordance with project drawings, engineering reports and calculations, the Special Provisions, building permits and all applicable Codes.

The 200 KW/250 KVA Generator and Transfer Switch will be provided by the City. The Contractor shall provide all other materials necessary to complete the work.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

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

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum of \$ _____ for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 -- CONTRACT PRICE \$79,998.00

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

ARTICLE 4 -- THE CONTRACT DOCUMENTS

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

ARTICLE 5 -- PAYMENT PROCEDURES

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

ARTICLE 6 -- NOTICES

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

ARTICLE 7 -- MISCELLANEOUS

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

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

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

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

Date _____

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

Date _____

By _____
City Attorney

Date _____

APPROVED BY THE CITY COUNCIL:

CONTENTS APPROVED:

By _____
City Engineer

Date _____
Agreement No. _____

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

CONTRACTOR: Name: _____ Check one: Individual Partnership Corporation
Address: _____

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____
Title: _____

Name: _____
Title: _____

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

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

State of _____
County of _____

State of _____
County of _____

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.
Notary Signature:

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Notary Signature:

Notary Seal:

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