



City Council Staff Report

DATE: April 15, 2015

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO ABOUD DIAMOND CONSTRUCTION, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$414,000 FOR THE DESERT HIGHLAND UNITY CENTER GYM AIR CONDITIONING IMPROVEMENTS, CITY PROJECT NO 14-15

FROM: David H. Ready, City Manager

BY: Maintenance and Facilities Department

SUMMARY

Award of this contract will allow the City to proceed with construction of the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15.

RECOMMENDATION:

1. In accordance with Section 5101 of the California Public Contract Code, consent to relieve Sea Pac Engineering, Inc. of their low bid in the amount of \$325,100 because of a mistake made in completing the bid submitted for the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15;
2. Cancel the Arnico Tract Sewer Improvements (Phase 4), and authorize the appropriation of \$176,615 in Measure J Capital Project Funding originally programmed for the Arnico Tract Sewer Improvements (Phase 4) for the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15;
3. Award a construction contract (Agreement No. ____) to Abboud Diamond Construction, Inc., a California corporation, in the amount of \$414,000 for the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15; and
4. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Included as part of the Fiscal Year 2013/14 Measure J capital project budget was \$175,000 request to install a new heating, ventilation, and air conditioning ("HVAC") system in the gymnasium at the Desert Highland Unity Center. The gymnasium has never had an air conditioning system, and has relied on an old evaporative cooling ("swamp cooler") for cooling. The initial request proposed a new modern HVAC system

ITEM NO. 25

to allow the gymnasium to be used year-round, and particularly during the summer months given designation of the gymnasium as a "cooling center".

The existing gymnasium is currently heated using four ceiling hung gas-fired unit heaters. Partial cooling for the gymnasium is provided using four evaporative coolers; there is no mechanical cooling system of the gymnasium. The scope of the project includes full replacement of the existing HVAC equipment by consolidating both the heating and mechanical cooling functions into the same system.

Utilizing the City's on-call architectural services agreement, staff entered into an agreement with Urrutia Architects to prepare the necessary architectural, mechanical, electrical and plumbing drawings for the new HVAC system. The original scope of the project anticipated roof mounted HVAC units using the existing electrical main service. However, during the design process it was determined that larger HVAC units will be required that cannot be structurally supported on the roof, nor supplied with power by the existing 400 Amp main service.

The new HVAC system will utilize two ground-mounted heating/cooling units, selected by Urrtia Architects as a Carrier model each with a capacity of moving 8,000 cubic feet per minute of air. These units are ground-mounted given their weight of 3,100 pounds each, and the architect's determination that the existing structural design of the gymnasium roof does not support the combined weight. As these new HVAC units will be ground-mounted, improvements are included to secure and protect the HVAC units from theft and vandalism, requiring construction of masonry block walls around each unit. Additionally, the architect has including elements in the design to mitigate exposure of the plumbing and air ducts from the HVAC units to the interior of the gymnasium. The HVAC units will be installed on the northerly side of the gymnasium building, with ducts enclosed with a duct chase up the exterior wall, and extending parallel with each of four ceiling beams across the interior ceiling of the gymnasium. Relevant sheets from the construction drawings showing the interior and exterior modifications of the gymnasium for the new HVAC system are included as **Attachment 1**.

The construction drawings prepared by Urrutia Architects have been reviewed and approved by the City's Building Department. The project has also been reviewed by the City's Planning Department under its Minor Architectural Review procedures, and the Planning Department has determined the architectural changes to the gymnasium building are appropriate and have issued approval through Case No. 3.2692, Plan Check No. 2014-4070. The construction drawings are ready to formally solicit construction bids for the project.

On February 18, 2015, the City Council approved the plans and specifications, and authorize staff to advertise and solicit bids for the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15, (the "Project"). Subsequently, on

March 26, 2015, the Procurement and Contracting Division received two construction bids from the following contractors:

Company	Location	Bid Amount
Sea Pac Engineering, Inc.	Los Angeles, CA	\$325,100
Abboud Diamond Construction, Inc.	Moreno Valley, CA	\$414,000

The final estimate prepared by Urrutia Architects was \$350,000.

Subsequently, on March 28, 2015, the apparent low bidder, Sea Pac Engineering, Inc., ("SPE"), submitted a letter acknowledging a clerical error in their bid, and requested that the City allow withdrawal of their bid. A copy of the letter submitted by SPE is included as **Attachment 2**. Withdrawal of a bid due to a clerical error is authorized under Section 5101 of the California Public Contract Code, which states:

(a) A bidder shall not be relieved of the bid unless by consent of the awarding authority nor shall any change be made in the bid because of mistake, but the bidder may bring an action against the public entity in a court of competent jurisdiction in the county in which the bids were opened for the recovery of the amount forfeited, without interest or costs. If the plaintiff fails to recover judgment, the plaintiff shall pay all costs incurred by the public entity in the suit, including a reasonable attorney's fee to be fixed by the court.

(b) If an awarding authority for the state consents to relieve a bidder of a bid because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required by Section 5103. The report shall be available for inspection as a public record. In the case of the University of California or a California State University, the report shall be filed with the regents and the trustees, respectively, and shall be available as a public record.

Section 5103 of the California Public Contract Code requires that a bidder, to be relieved of its bid due to a mistake, must establish facts that satisfy certain elements, and states:

The bidder shall establish to the satisfaction of the court that:

(a) A mistake was made.

(b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.

(c) The mistake made the bid materially different than he or she intended it to be.

(d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

In reviewing the letter submitted by SPE, SPE claims it made a clerical error which led to submitting an incorrect final bid price, and that a final bid price of \$360,100 should have been submitted, amounting to an error of \$35,000. SPE's request for relief of its bid was reviewed against the criteria identified in Section 5103 of the California Public Contract Code, and staff finds that the criteria has been satisfied and that SPE should be relieved of its bid, and the bid withdrawn. Therefore, staff recommends that award be made to the next lowest bidder, Abboud Diamond Construction, Inc., in the amount of \$414,000.

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 (DIR), 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 Abboud Diamond Construction, Inc., and the listed subcontractors, are registered with the DIR, and are appropriately licensed.

Abboud Diamond Construction, Inc., of Moreno Valley, California submitted the lowest responsive bid. Staff reviewed the bid, references, and contractor's license, and found the Contractor to be properly licensed and qualified. A construction contract with Abboud Diamond Construction, Inc., for the Project is included as **Attachment 3**.

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. Abboud Diamond Construction, Inc., is not considered a local business, but has listed two subcontractors (Desert Air Conditioning from Palm Springs, and White's Steel from Indio) performing 32% of the work representing \$132,480 of the contract amount, complying with the City's local business preference program.

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 interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; therefore, the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15, is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and with the City Council's approval will be filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 4**.

FISCAL IMPACT:

A total of \$175,000 was previously budgeted by the City Council from the Measure J Fund (Fund 260) for the Project. The original construction budget was estimated at \$165,000 based on an expectation of installing roof-mounted HVAC units utilizing the existing 400 Amp main service. During design Urrutia Architects determined ground-mounted HVAC units and upgrade of the existing electrical main service would be required to facilitate the Project.

On February 18, 2015, the City Council authorized the remaining budget on the following three other completed Measure J capital improvement projects to be allocated as budget for the Project:

- Desert Highland Parking Lot Repairs; Account 260-4500-59404; \$37,528.41
- Uptown Crosswalks; Account 260-4500-59414; \$11,288.97
- Park Restroom Security Cameras; Account 260-4500-59431; \$17,666.62

The additional budget of \$66,484 has been allocated to the Project in account 260-4500-59438.

Similarly, on February 18, 2015, the City Council authorize the appropriation of \$50,000 of existing Measure Y (Capital Project Fund 261) budget from Account 261-2494-51500 (General Park Improvements) to a new account 261-4491-59438 established for the Project. The Project budget and incurred expenditures are identified in Table 1. As shown in Table 1, an additional appropriation of \$173,302 will be required to fully fund the estimated cost of the Project.

Table of Project Costs	Amount
FY 13/14 Budget Appropriation	\$175,000
FY 14/15 Budget Appropriation (Measure J)	\$66,484
FY 14/15 Budget Appropriation (Measure Y)	\$50,000
Design Services	(\$24,950)
Project Administration (through 4/9/15)	(\$836)
Project Administration (Estimated)	(\$5,000)
Construction Inspection (Estimated)	(\$20,000)
Construction Contract	(\$414,000)
Construction Contingency	(\$0)
Budget Deficit	(\$173,302)

Table 1

Staff has reviewed the status of various Measure J Capital Projects, and has identified funding that remains for the Arnico Tract Sewer Improvements in the amount of \$176,615, that may be available as additional budget for the Project. A map showing the various phases of the Arnico Tract Sewer Improvements is shown in Figure 1, with the final phase (Phase 4) highlighted in yellow.

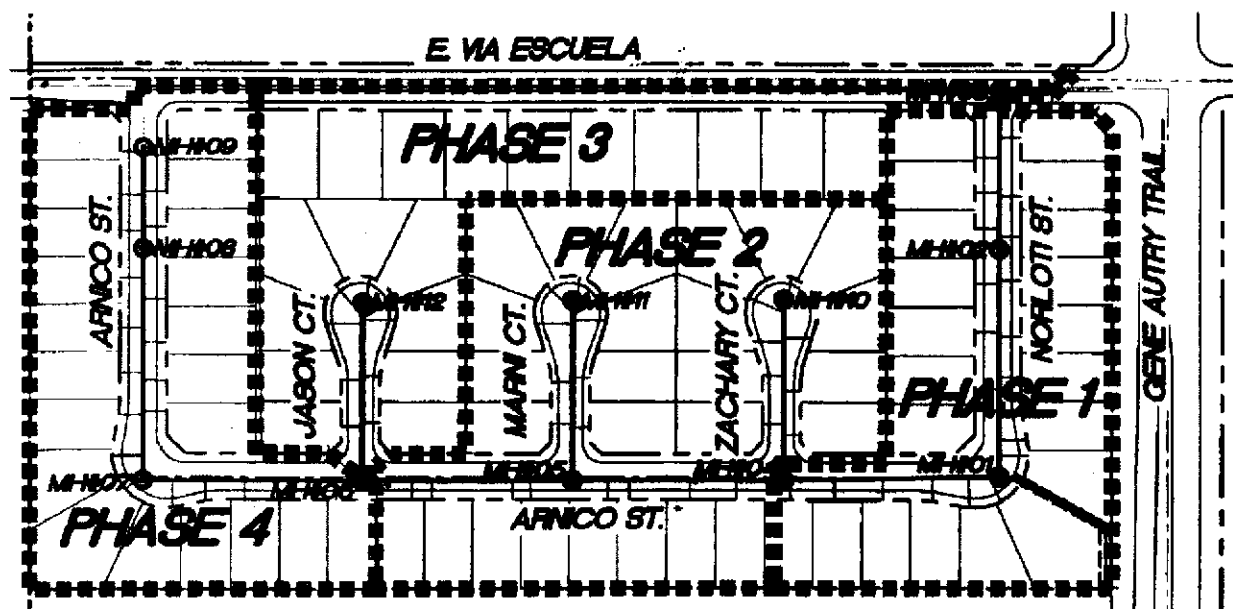


Figure 1

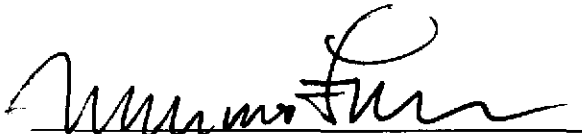
Staff estimated the total cost of the Arnico Tract Sewer Improvements (Phase 4) at \$379,000 with remaining Measure J budget of \$170,000 to be used requiring \$209,000 additional budget to complete that project. Staff submitted a funding request as part of the City's call for projects for the Fiscal Year 2015/16 CDBG Program; however, the request was not funded in part because the Arnico Tract is no longer located within a low and moderate income census tract, making the Arnico Tract Sewer Improvements (Phase 4) project ineligible for CDBG funding. On that basis, staff recommends that the Arnico Tract Sewer Improvements (Phase 4) project be cancelled, and the remaining funding of \$176,615 in the Measure J Capital Project Fund, Account No. 260-4500-59459, be re-appropriated for the Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15, in the Measure J Capital Project Fund, Account No. 260-4500-59438.

With the City Council's approval of the recommended actions, sufficient funding will be available to award the contract to Abboud Diamond Construction, Inc., a California corporation, in the amount of \$414,000.

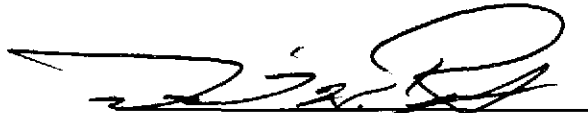
SUBMITTED:

Prepared by:

Approved by:



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

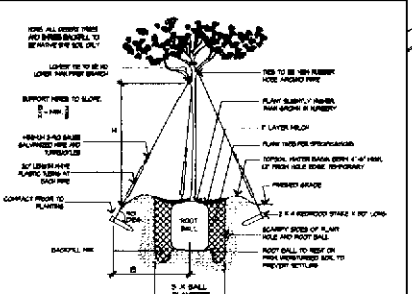
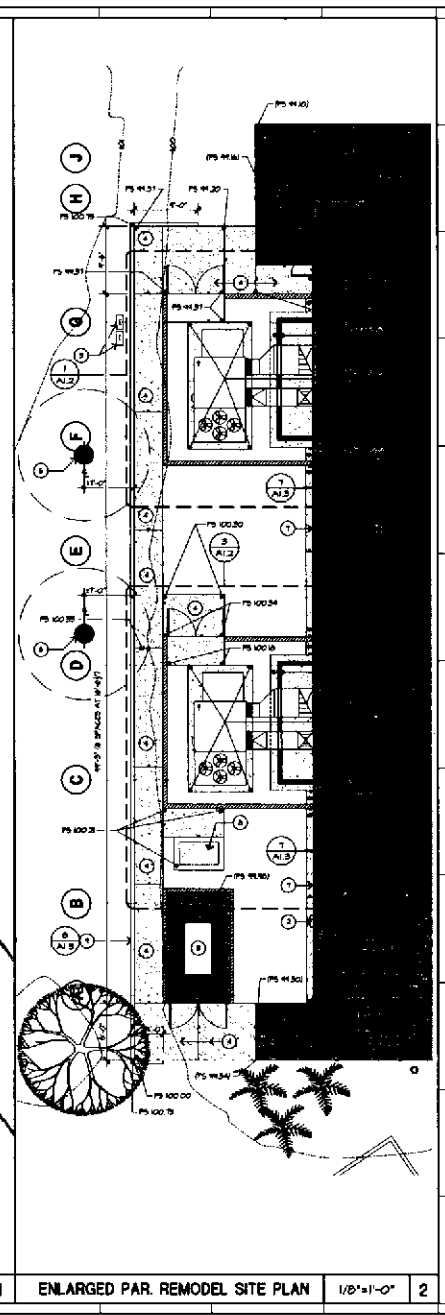
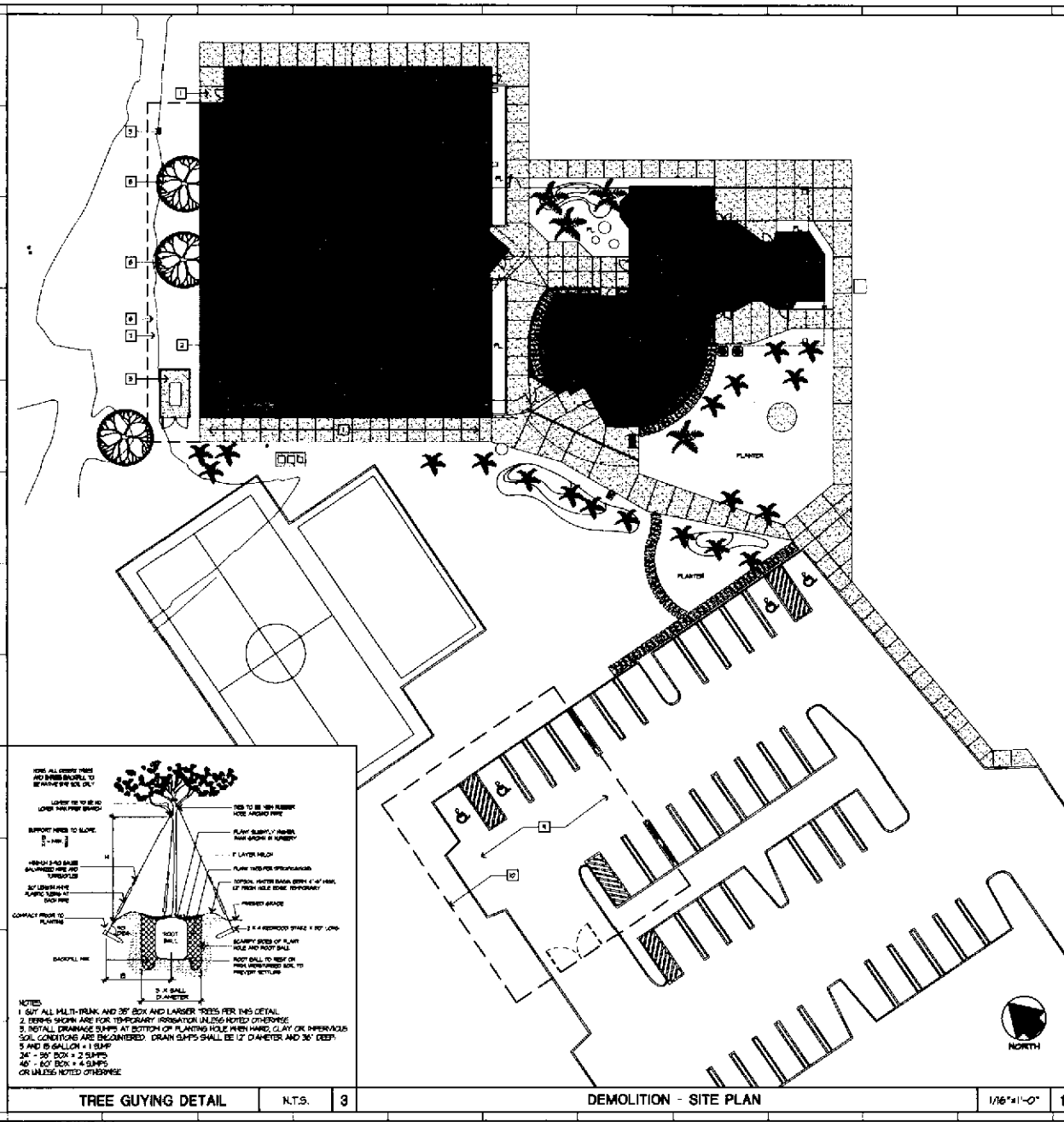


David H. Ready, Esq., Ph.D
City Manager

Attachments:

1. Construction Drawings
2. Sea Pac Engineering Withdrawal Letter
3. Construction Contract
4. CEQA Notice of Exemption

ATTACHMENT 1



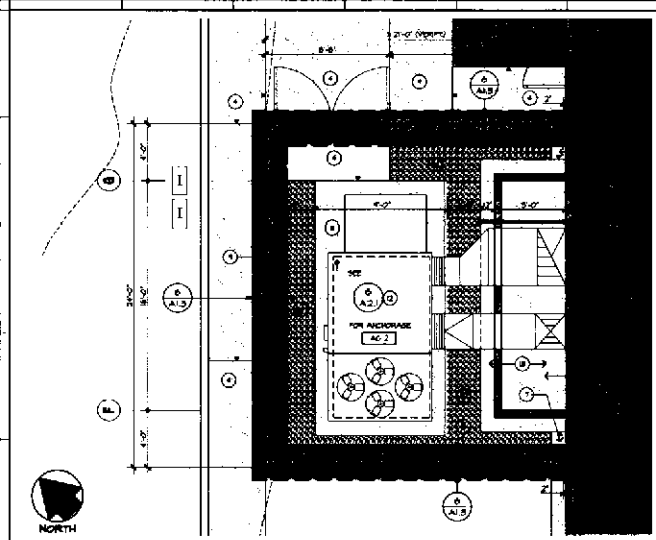
KEYNOTES	
1	EXISTING CONCRETE PAVEMENT SHALL REMAIN PROTECTED DURING CONSTRUCTION.
2	EXISTING WALL, BULK AND CONCRETS SHALL REMAIN PROTECTED DURING CONSTRUCTION. SEE ELECTRICAL PLANS.
3	EXISTING HARDWARE SHALL REMAIN INCLUDING CONTAINING GATES FOR DEMOLITION APPROACH SHALL REMAIN PROTECTED DURING CONSTRUCTION.
4	EXISTING CONCRETE PAVEMENT SHALL BE DEMOLISHED AND REPAVED FROM SITE.
5	EXISTING INFORMATION VALVES AND VALVE BOXES SHALL BE RELOCATED. SEE REMODEL SITE PLAN AND ELEVATIONS.
6	EXISTING LAWS SHALL BE REMOVED FROM SITE. REMOVE LAWS AND SOLID LAYER TO A DEPTH OF 6". AFTER REMOVAL TREAT REMAINING SOIL WITH FUMIGANT. TREATMENT SHALL CONSIST OF THREE TO SEVEN CONCENTRATIONS. EACH TREATMENT SHALL COVER AN AREA OF APPROXIMATELY 100 SQ. FT. OVER THE OLD SURFACE AREA, HOLDING THE AREA TO ALLOW THE FUMIGANT TO PENETRATE TO A DEPTH OF 6-8 FEET. REPEAT AGAIN AND REPEAT THE PROCESS OVER A 6-8 FEET PERIOD.
7	REMOVE ALL REMOVALS FROM THE AREA WITH THE REMOVAL. RE-INSTALL AS NECESSARY AND SET NEW LAWS. LAWS ARE REQUIRED TO REMAIN AREA OUTSIDE SCOPES OF WORK. ALL REMOVALS SHALL BE REMOVED FROM THE COMPLETE WORKING AREA AND SITE.
8	EXISTING CLIMATE TREES SHALL BE RELOCATED FOR REMODEL SITE PLAN.
9	PROPOSED CONSTRUCTION STAGING AREA SHALL BE CONFIRMED WITH ENVIRONMENTAL GAIN LAW ENFORCEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING AREA TO SAME CONDITION PRIOR TO COMPLETION OF CONSTRUCTION. ANY DAMAGE OR IMPROVEMENTS REQUIRED ARE TO CONTRACTOR'S USE SHALL BE AT CONTRACTOR'S OWN EXPENSE AND ALL WORK SHALL BE COMPLETED AT THE SUSTAINMENT OF THE CITY OF PALM SPRINGS, PALM SPRINGS, CALIFORNIA.
10	CONTRACTOR SHALL INSTALL A TEMPORARY GAIN LAW PRIZE SYSTEM WITH SITES FOR THE CONSTRUCTION STAGING AND LAWS AND FOR PROTECTING REMOVED CONTRACTORS. THE CONTRACTOR SHALL NOTIFY THE PALM SPRINGS CITY AND COUNTY APPROVAL AT THE START OF THE CONSTRUCTION PROJECT. ALL SECURITY REQUIREMENTS SHALL BE THE RESPONSIBILITY OF CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LOSS OF MATERIALS OR DAMAGE TO CONTRACTOR'S MATERIALS OR TOOLS.

REMODEL KEYNOTES	
1	EXISTING CONCRETE PAVEMENT SHALL REMAIN PROTECTED DURING CONSTRUCTION.
2	EXISTING WALL, BULK AND CONCRETS SHALL REMAIN PROTECTED DURING CONSTRUCTION. SEE ELECTRICAL PLANS.
3	EXISTING HARDWARE SHALL REMAIN INCLUDING CONTAINING GATES FOR DEMOLITION APPROACH SHALL REMAIN PROTECTED DURING CONSTRUCTION.
4	NEW 4" THICK BRAY COLORED CONCRETE PAVEMENT. FINISH SHALL MATCH EXISTING CONCRETE PAVEMENT. FINISH EDGED WITH 1/4" TYPED EDGE.
5	NEW LOCATION FOR RELOCATED INFORMATION VALVES AND VALVE BOXES. SEE DETAILS ON SHEET 1/18 & 1/19.
6	RELOCATED GLASS TREES. SEE DETAIL 1/11 AND 1/12.
7	NEW 1/2" X 1/2" X 1/2" DEEP BRAY COLORED CONCRETE WITH HARD FINISH TO MATCH EXISTING PAVEMENT. FINISH EDGED WITH 1/4" TYPED EDGE.
8	NEW FINE-TEXTURED ELECTRICAL INFORMATION AND NEW PANEL. SEE ELECTRICAL PLANS FOR ELECTRICAL INFORMATION.
9	NEW 6" FINE CONCRETE RETAINING WALL.

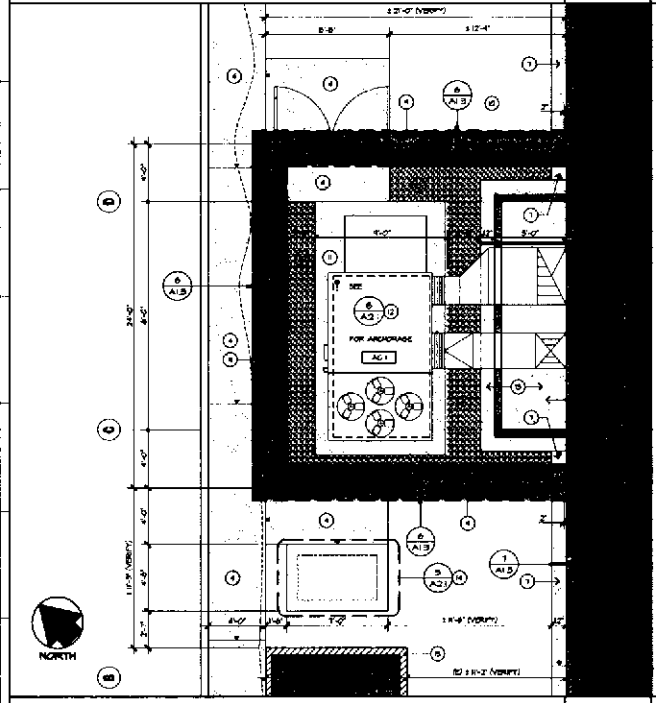
SYMBOLS	
A	1/4" APPROXIMATE EXPANSION JOINT SIZE
PS 100.00	+ EXISTING ELEVATION
PS 100.00	+ NEW ELEVATION

JAMES O. LESSE DESERT PALM AND UNITY CENTER GYM AIR CONDITIONING IMPROVEMENTS CITY PROJECT NO. 14-15 PALM SPRINGS, CALIFORNIA	
EXISTING SITE PLAN, PARTIAL REMODEL SITE PLAN & DETAILS	
PROJECT NO. 151500 DATE: 12/10/2014	PROJECT VALUE: \$1,415,000
REVISIONS:	
APPROVED:	A1.1

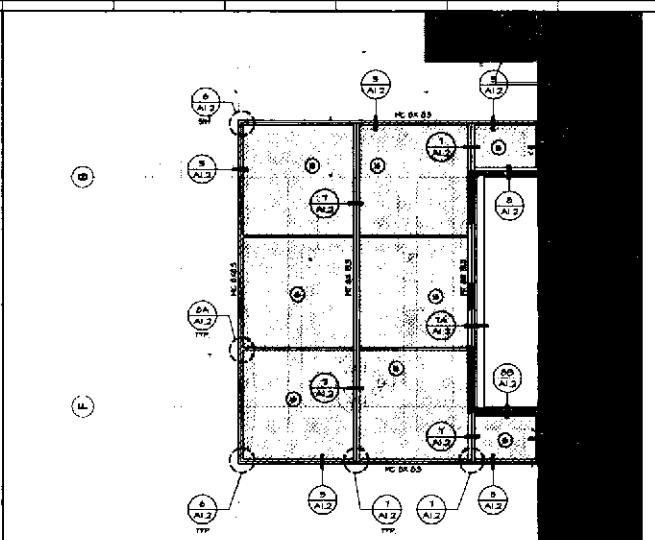
VARIOUS DESIGN AND CONSTRUCTION DETAILS FOR THE PROJECTS OF PALM SPRINGS DESERT TOWN AND CITY CENTER, 1415 S. GARDEN, PALM SPRINGS, CALIFORNIA.



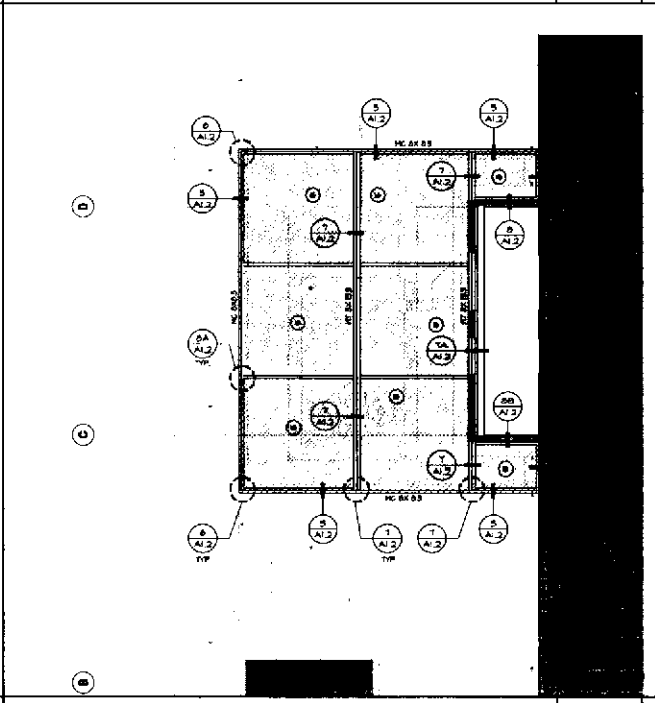
AC 2 UNIT ENCLOSURE PLAN 1/4"=1'-0" 1



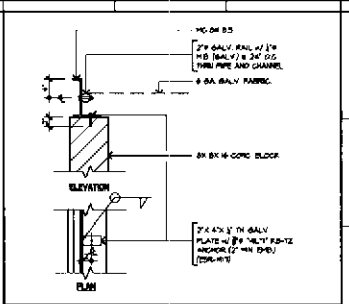
AC 1 UNIT ENCLOSURE PLAN 1/4"=1'-0" 3



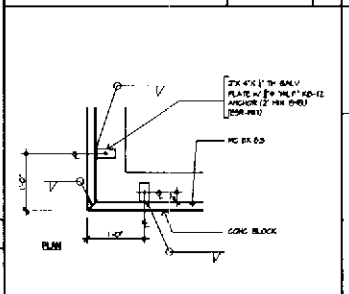
HVAC UNIT ROOF PLAN 1/4"=1'-0" 2



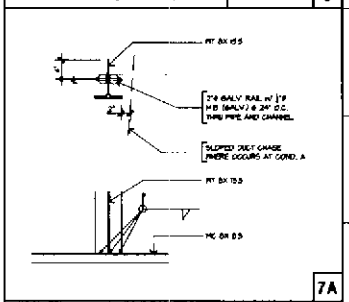
HVAC UNIT ROOF PLAN 1/4"=1'-0" 4



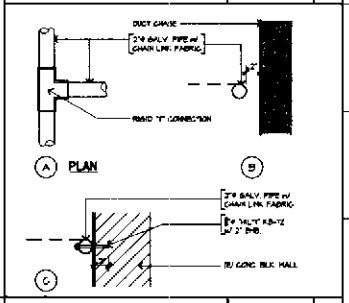
FRAMING DETAIL 1"=1'-0" 5



FRAMING DETAIL 1"=1'-0" 6



FRAMING DETAIL 1"=1'-0" 7A



FRAMING DETAIL 1-1/2"=1'-0" 8

- ### KEYNOTES
- EXISTING CONCRETE MASONRY SHALL REMAIN. PROTECT DURING CONSTRUCTION.
 - EXISTING WALL BARS AND CONCRETE SHALL REMAIN. PROTECT DURING CONSTRUCTION. SEE ELECTRICAL PLANS.
 - EXISTING MASONRY WALL ENCLOSURE WITH CHAIR LINE GATED FOR EXISTING OPERATOR SHALL REMAIN. PROTECT DURING CONSTRUCTION.
 - NEW 4" THICK GRAY COLORED CONCRETE MASONRY FINISH SHALL MATCH EXISTING CONCRETE MASONRY. RADUS EDGES WITH 1/2" EDGE TOOL.
 - NEW LOCATION FOR RELOCATED IRRIGATION VALVES AND VALVE BOXES. SEE DETAIL 51A1.
 - NEW 1/2" WIDE x 6 1/2" DEEP GRAY COLORED CONCRETE FOR BAND NEW FINISH TO MATCH EXISTING MASONRY. RADUS EDGES WITH 1/2" EDGE TOOL.
 - NEW FREE STANDING ELECTRICAL SPLITTERBAR AND MAIN PANEL. SEE ELECTRICAL PLANS FOR ELECTRICAL INFORMATION.
 - NEW 4" x 8" x 8" CONCRETE BLOCK WALL. MASONRY SHALL BE "ANGULAR BLOCK" OR IT FACED EXPOSED FACE FINISH. CURVE OF ENCLOSURE FACE OF MASONRY FINISH CURVE SHALL BE "ANGULAR". BRAD T JOINTS SHALL BE CONCRETE STRUCK WITH COLOR TO MATCH SPEC-404 MORTAR - TYPE S1000 - NAME.
 - CHISEL EDGE OF BLOCK FINISH TO MATCH EXISTING FROM EXISTING BLOCK FINISH. CHAIR LINE CITY GA. BLOCK SHALL BE Laid OVER NEW BRAD T LANSKAPPE CLUTCH. DEPTH OF CHISEL EDGE SHALL BE A MINIMUM OF 3/4".
 - CONCRETE WALL FINISH FROM SUPPORT OF NEW HVAC UNIT. SEE MECHANICAL PLANS FOR HVAC UNIT SPECIFICATIONS.
 - HVAC UNIT. SEE MECHANICAL PLANS FOR HVAC UNIT SPECIFICATIONS.
 - NEW 4" THICK CONCRETE SLAB ON GRADE. CONCRETE SHALL BE GRAY COLOR WITH FINISH. SMOOTH FINISH. RADUS EDGES WITH 1/2" EDGE TOOL.
 - NEW FREE STANDING ELECTRICAL SPLITTERBAR AND MAIN PANEL. SEE ELECTRICAL PLANS FOR ELECTRICAL INFORMATION.
 - EXISTING MASONRY WALL ENCLOSURE WITH CHAIR LINE GATED FOR EXISTING OPERATOR SHALL REMAIN. PROTECT DURING CONSTRUCTION.
 - CHAIR LINE FINISH - 8 GA GALVANIZED STEEL FABRIC WITH ANGLE IRON JOINT. INTERMEDIATE BARS AND BOUNDARY WALLS WITH APPROPRIATE FITTINGS.

SYMBOLS

A 1/2" SQUARE REPRESENTED EXPANSION JOINT
 SEE (A1.2)

JAMES O. LESSE DESERT RESIDENTIAL AND UNIT CENTER
 5TH AIR CONDITIONING IMPROVEMENTS
 CITY PROJECT NO. 14-15
 PALM SPRINGS, CALIFORNIA

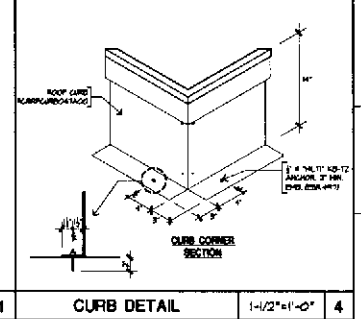
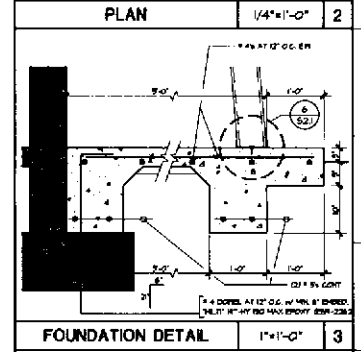
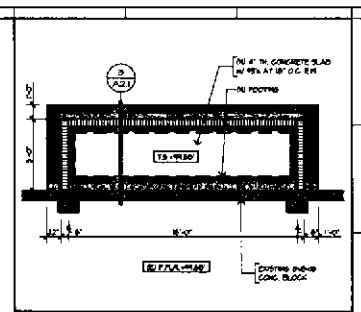
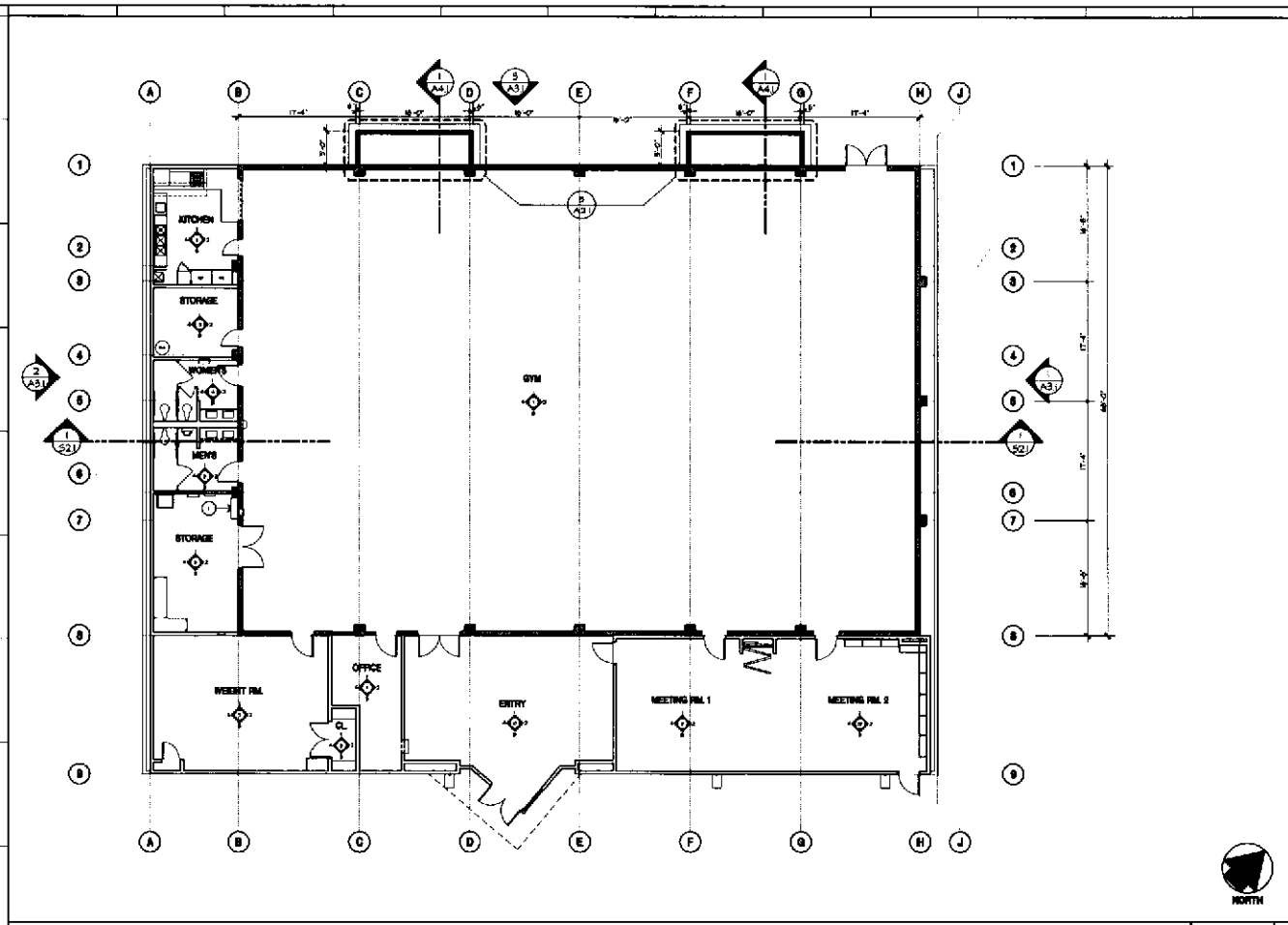
**HVAC UNIT ENCLOSURE PLAN,
 ROOF PLAN & DETAILS**

WACOTIA ARCHITECTS
 ARCHITECTS
 1415 S. GARDEN
 PALM SPRINGS, CALIFORNIA 92262
 (760) 325-2000
 WWW.WACOTIAARCHITECTS.COM

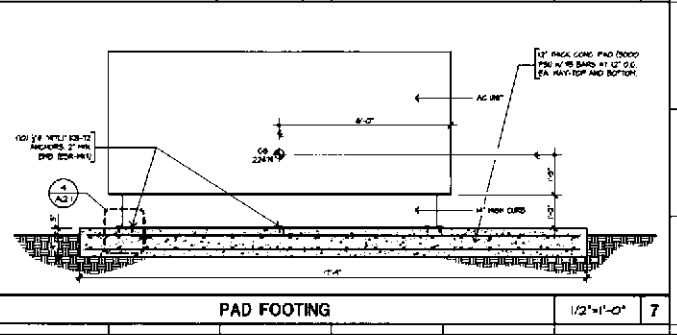
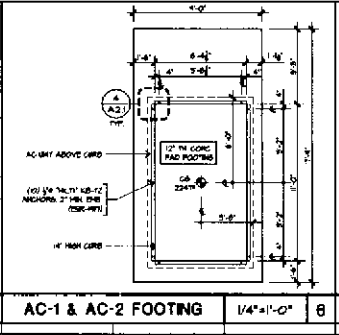
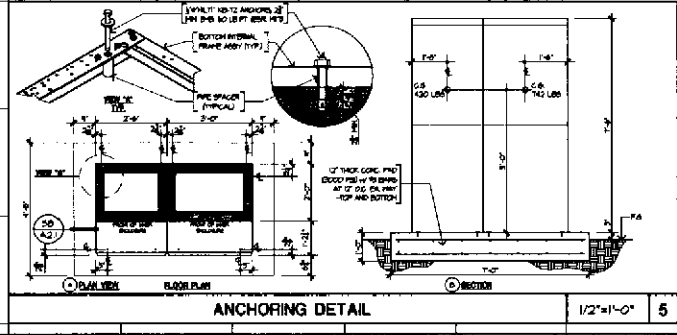
PREPARED BY: LUREN, TARA C. HAY
 DATE: DECEMBER 1, 2014
 PROJECT NUMBER: 141500
 DRAWING NUMBER: REVISIONS

A1.2

12/07/2014 8:28 AM
 CONVERSATION RECORD & UPGRADE 1415.DWG
 PROJECT: JAMES G. JESSE DESERT ISLAND UNITY CENTER GYM AIR CONDITIONING IMPROVEMENTS
 ARCHITECT: JAMES G. JESSE ARCHITECTS, INC. 1415.DWG
 12/07/2014 8:28 AM

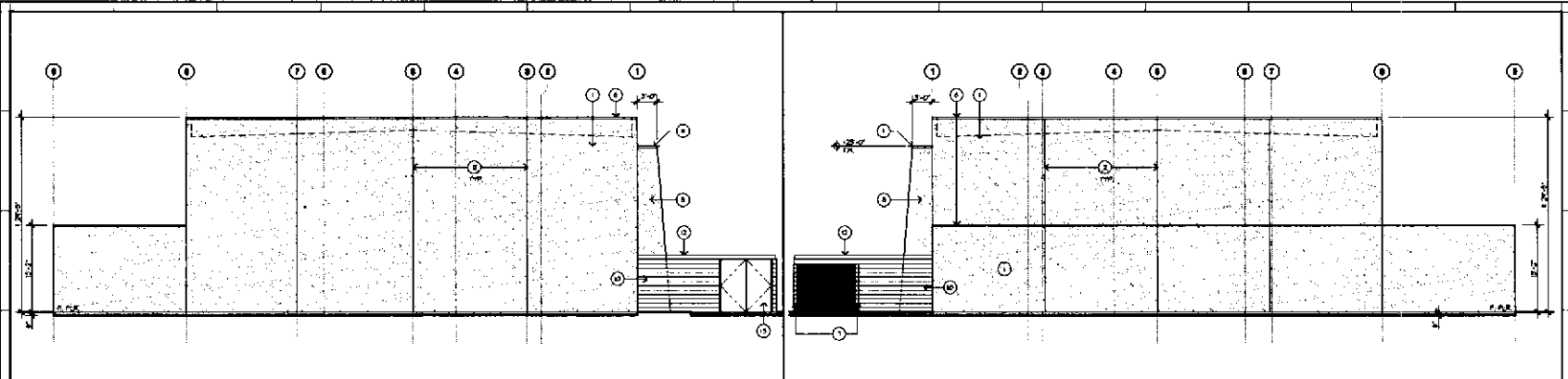


KEYNOTES	
	NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B.
	NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B.
	NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B.
	NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B.



WALL LEGEND NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B. NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B. NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B. NO. 4 @ 12" O.C. 12" MIN. H. 12" MIN. W. 12" MIN. D. 12" MIN. L. 12" MIN. S. 12" MIN. T. 12" MIN. B.	
FLOOR PLAN & DETAILS JAMES G. JESSE ARCHITECTS, INC. 1415.DWG 12/07/2014 8:28 AM PROJECT: JAMES G. JESSE DESERT ISLAND UNITY CENTER GYM AIR CONDITIONING IMPROVEMENTS ARCHITECT: JAMES G. JESSE ARCHITECTS, INC. 1415.DWG 12/07/2014 8:28 AM	
JAMES G. JESSE ARCHITECTS, INC. 1415.DWG 12/07/2014 8:28 AM	

DESIGN: SERVICEMAX ACTIVE PROJECTS, 3750 PALM SPRINGS AVENUE, PALM SPRINGS, CA 92262. DATE: 12/22/2014 8:07 PM

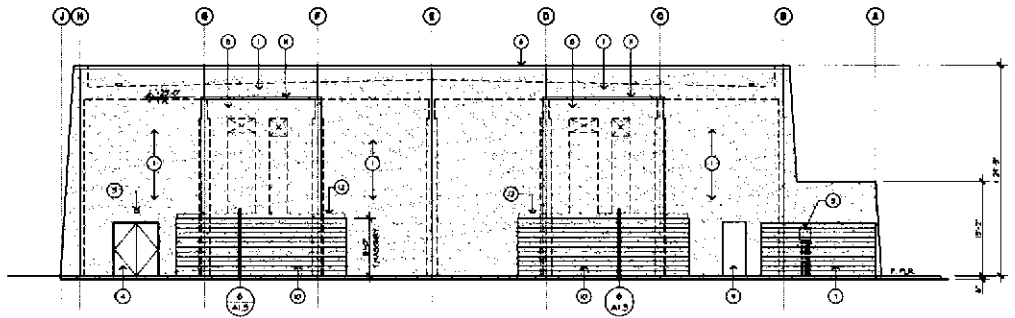


NORTH ELEVATION - REMODEL

1/8"=1'-0" 1

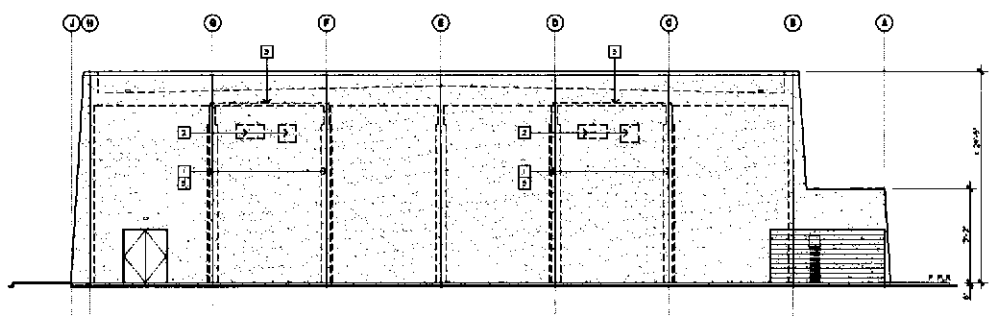
SOUTH ELEVATION - REMODEL

1/8"=1'-0" 2



WEST ELEVATION - REMODEL

1/8"=1'-0" 3



WEST ELEVATION - DEMOLITION

1/8"=1'-0" 4

KEYNOTES

- 1 EXISTING EXTERIOR STUCCO SHALL REMAIN PROTECT DURING CONSTRUCTION
- 2 EXISTING METAL EXPANSION JOINT SHALL REMAIN PROTECT DURING CONSTRUCTION
- 3 EXISTING WALL MOUNTED LIGHT FIXTURE SHALL REMAIN PROTECT DURING CONSTRUCTION
- 4 EXISTING DOOR FRAME AND HARDWARE SHALL REMAIN PROTECT DURING CONSTRUCTION
- 5 EXISTING WALL BOB AND CONDUITS SHALL REMAIN PROTECT DURING CONSTRUCTION SEE ELECTRICAL PLANS
- 6 EXISTING SHEET METAL FLASHING SHALL REMAIN PROTECT DURING CONSTRUCTION
- 7 EXISTING HANGERY WALL ENCLOSURE WITH CHAIN LINK BATES FOR SWIMMING RESERVATOR SHALL REMAIN PROTECT DURING CONSTRUCTION
- 8 NEW 1" THICK EXTERIOR PLASTER, PLASTER SHALL BE A THREE COAT APPLICATION PER SPECIFICATIONS. FINISH SHALL MATCH EXISTING ADJACENT STUCCO. METAL FLASHING OVER ONE LAYER OF 20 LB BULWAG PAPER AND METAL LATH. PLASTER SHALL BE PAINTED ONE (1) COAT PRIMER AND TWO (2) COATS OF PAINT TO MATCH EXISTING STUCCO
- 9 NEW FIBER-GLASS ELECTRICAL DISTRIBUTION AND MAIN PANEL, SEE ELECTRICAL PLANS FOR ELECTRICAL INFORMATION
- 10 NEW 6" x 8" x 8" CONCRETE BLOCK WALL, HANGERY SHALL BE TYPICAL BLOCK, WITH FINISH EXPOSED FACE. INSIDE SIDING OF ENCLOSURE, FACE OF HANGERY FINISH INSIDE OF ENCLOSURE SHALL BE PREFERABLY PAINTED. COLOR SHALL BE "HARVEST" BROWN. JOINTS SHALL BE CONCAVE Scribe WITH COLOR TO MATCH EXISTING HANGERY - TYPE BRICKS - HANGRY
- 11 NEW 1/2" GALVANIZED SHEET METAL FLASHING, PAINT METAL FLASHING TO MATCH STUCCO COLOR
- 12 NEW 1/2" x 3" STEEL FABRIC, STEEL SHALL BE SHOP PRIME COATED AND FINISH PAINTED WITH TWO (2) COATS PAINT PER SPECIFICATIONS. PAINT COLOR SHALL MATCH EXISTING STUCCO COLOR IN SEMI-GLOSS FINISH
- 13 NEW CHAIN LINK FENCE PAIR OF BATES WITH HAMP AND PAD LOCK

DEMOLITION KEYNOTES

- 1 REMOVE EXISTING EXPANSION JOINT IF IT INTERFERES WITH NEW METAL STEEL LINE PAINT ATTACHED TO HANGERY WALL
- 2 CUT EXISTING HANGERY WALL FOR NEW OPENING SEE S21
- 3 REMOVE EXISTING STUCCO DOWN TO HANGERY TO ALLOW FOR FLASH ATTACHMENT OF NEW METAL SLIPS TO HANGERY WALL

JAMES O. LESSE DESERT HIGHLAND COMMUNITY CENTER
 6TH AIR CONDITIONING IMPROVEMENTS
 CITY PROJECT NO. 14-15
 PALM SPRINGS, CALIFORNIA

PREPARED BY
OUTRITH ARCHITECTS
 14150 DESERT BLVD. SUITE 100
 PALM SPRINGS, CA 92262
 (760) 325-0000
 WWW.OUTRITHARCHITECTS.COM

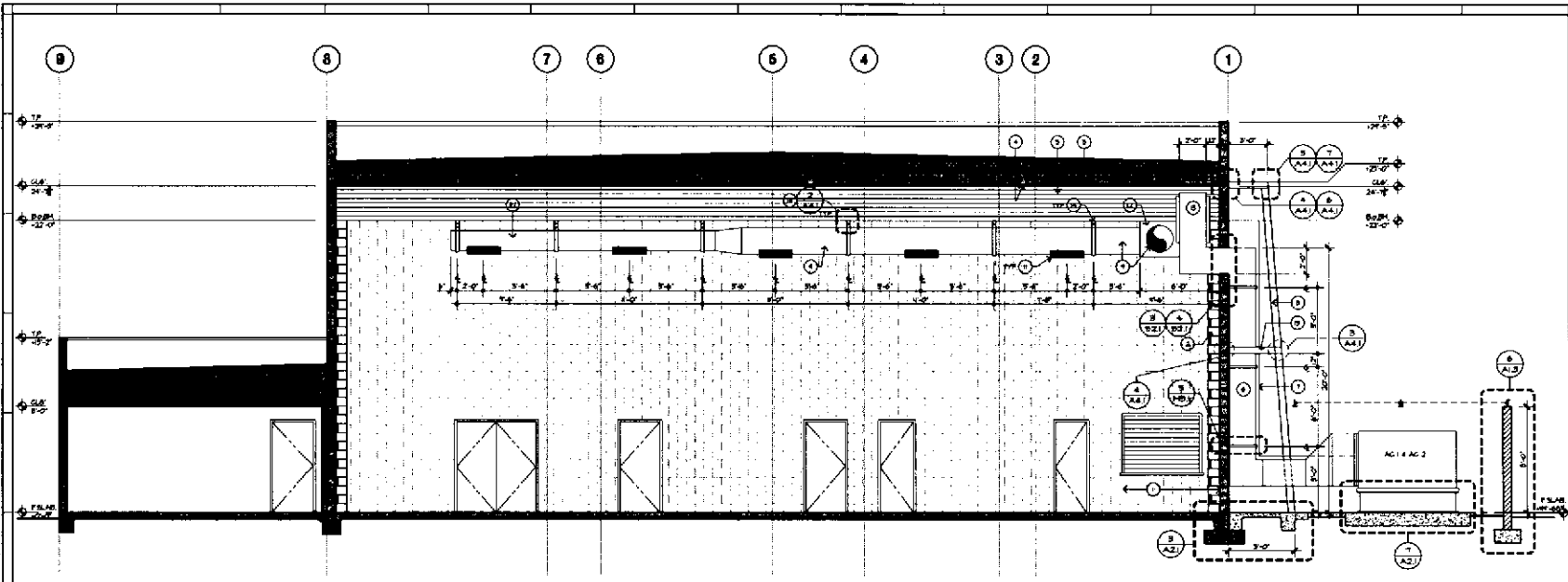
PROJECT NO. 14-15
EXTERIOR ELEVATIONS - DEMOLITION & REMODEL

APPROVED ARCHITECT
 C-148
 7-24-15
 STATE OF CALIFORNIA

DATE	PROJECT NUMBER
DECEMBER 1, 2014	1415.00
REVISIONS	DATE

A3.1

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 13
 V:\PROJECTS\SERVICES\PROJECTS\DESIGN OF PALM SPRINGS DESERT HIGHLAND UNIT CENTER VACOS HVAC REPLACEMENT & UPGRADE\1415190_A411.DWG



BUILDING SECTION

1/4"=1'-0" 1

KEYNOTES

- 1 EXISTING 8" X 8" X 8" REINFORCED CONCRETE BLOCK SHALL REMAIN PROTECT DURING CONSTRUCTION.
- 2 EXISTING 16" X 8" X 8" REINFORCED CONCRETE BLOCK PLATES SHALL REMAIN PROTECT DURING CONSTRUCTION.
- 3 EXISTING 2 X 12 ROOF RAFTERS AT 6' O.C. PER 8' TRACK, FLOOR AND ROOF INSULATION SHALL REMAIN PROTECT DURING CONSTRUCTION.
- 4 EXISTING 8' TRACK ORIGINAL SHALL REMAIN PROTECT DURING CONSTRUCTION.
- 5 EXISTING 2" X 3" GLE LAMINATED BEAM SHALL REMAIN PROTECT DURING CONSTRUCTION.
- 6 NEW 24" X 48" RETURN AIR DUCT. SEE PG. 1.
- 7 NEW 24" X 36" SUPPLY AIR DUCT. SEE PG. 1.
- 8 NEW 6" X 8" SA A005200-54 METAL STUDS AT 6' O.C. PER 8' SA INSULATION. USE A005200-54 TRACKS.
- 9 NEW 24" DIAMETER SUPPLY AIR DUCT. SEE PG. 1.
- 10 NEW 24" DIAMETER SUPPLY AIR DUCT. SEE PG. 1.
- 11 NEW 30" X 6" SUPPLY AIR DUCT. SEE PG. 1.
- 12 NEW 30" X 36" RECTANGULAR SUPPLY AIR DUCT. SEE PG. 1.
- 13 NEW 24" X 48" RECTANGULAR RETURN AIR DUCT WITH 4" X 4" RETURN AIR OPENER ON EACH SIDE OF DUCT. SEE PG. 1.
- 14 NEW 1" WIDE X 4" SA DUCT SUPPORT STRAPS.
- 15 NEW 6" X 8" SA A005200-54 METAL STUD BRACES AT 6' O.C. WITH A005200-54 TRACKS.

BUILDING SECTIONS & DETAILS

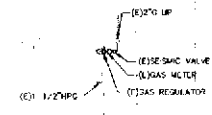
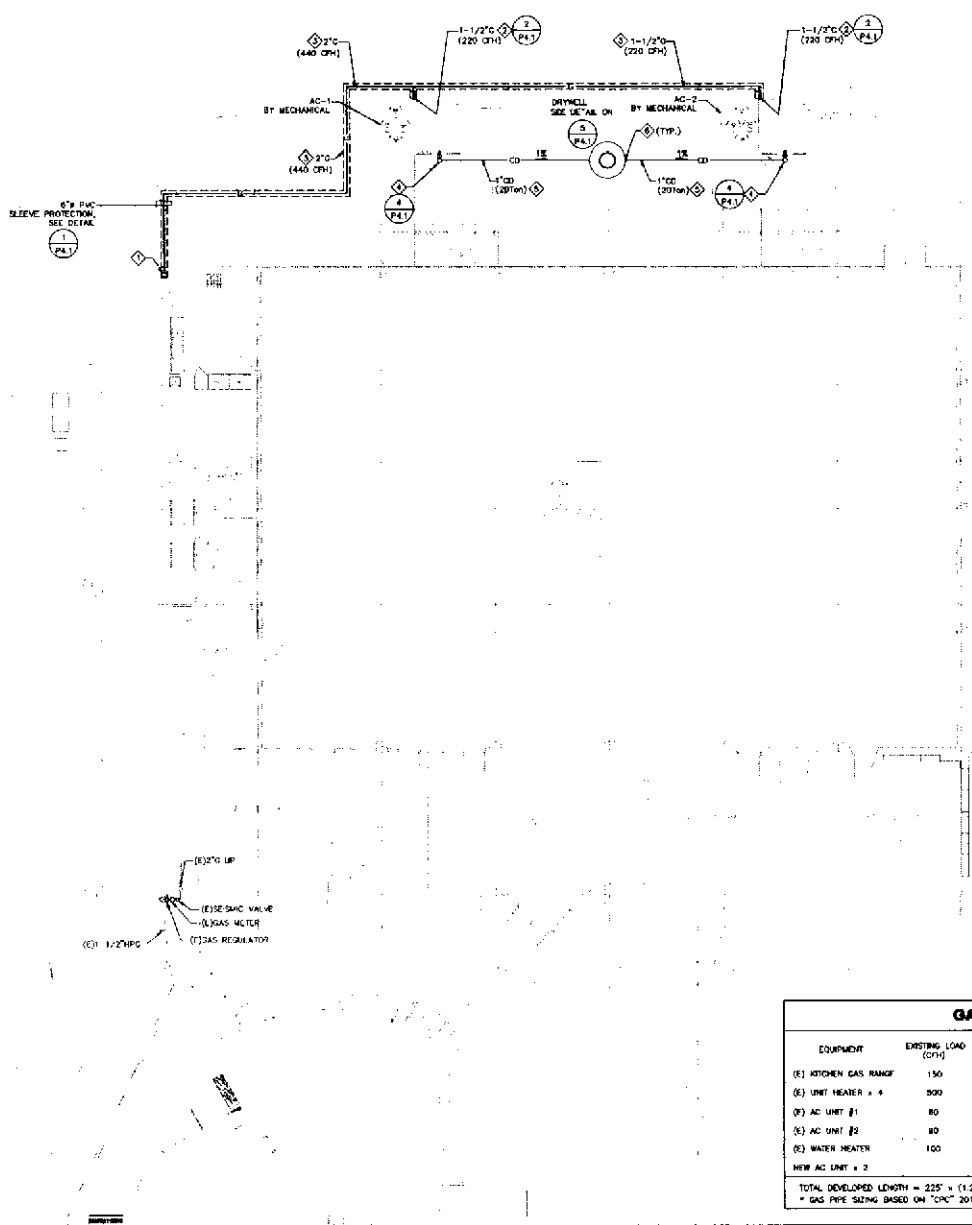
JAMES O. LEGGE DESERT HIGHLAND UNIT CENTER
 6TH AIR CONDITIONING IMPROVEMENTS
 CITY PROJECT NO. 14-15
 PALM SPRINGS, CALIFORNIA

Surrotta Architects
 960 LAUREL DRIVE, SUITE 102
 PALM SPRINGS, CALIFORNIA 92262
 (760) 322-8800
 www.surrotta.com

141500 - JWB/T, FARA, C-743
 DECEMBER 1, 2014
 1415 00
 REVISIONS

A4.1

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GAS LOAD SUMMARY						
EQUIPMENT	EXISTING LOAD (CFH)	TOTAL EXISTING (CFH)	EXISTING LOAD TO BE REMOVED (CFH)	EXISTING LOAD TO BE RETAINED (CFH)	NEW LOAD (CFH)	TOTAL REMAIN LOAD (CFH)
(E) KITCHEN GAS RANGE	150					
(E) UNIT HEATER x 4	500		300			
(E) AC UNIT #1	80					
(E) AC UNIT #2	80	900		400		840
(E) WATER HEATER	100					
NEW AC UNIT x 2					440	
TOTAL DEVELOPED LOAD = 225 x (1.2) FOR FITTING ALLOWANCE = 270						
* GAS PIPE SIZING BASED ON "CIP" 2013 TABLE 1216.2(1).						

REMODEL PLAN



1

KEY NOTES

- ◇ 2" FROM ABOVE - LOWER ROOF DOWN TO BELOW GRADE
- ◇ 1-1/2" CONNECT TO MECHANICAL AC UNIT WITH FLEXIBLE CONNECTION AND GAS COOK, SEE DETAIL ON SHEET (P4.1)
- ◇ PROVIDE 6" PVC SLEEVE PROTECTION, SEE DETAIL (P4.1)
- ◇ 1" OD DN FROM MECHANICAL AC UNIT, SEE CONNECTION DETAIL ON SHEET (P4.1)
- ◇ 1" OD HUNG AT BELOW GRADE.
- ◇ 1" OD DN TO DRYWELL, SEE DETAIL ON SHEET (P4.1)

TTG TERRY TRIMBLE GROUP
 5715 W. Foothill Blvd. #100
 Orange, California 92668
 Phone: 714.222.2211 Fax: 714.222.2211
 www.ttgroup.com Project No. 021421149

JAMES C. REESE, REGISTERED ARCHITECT
 5715 W. FOOTHILL BLVD. #100
 ORANGE, CALIFORNIA 92668
 (714) 222-2211
 www.ttgroup.com

REMODEL PLAN

FRANKO & BROSTAL, P.A. & C. INC.
 DATE: **DECEMBER 1, 2014**



PROJECT NUMBER: **4500**

Scale: **1/8" = 1'-0"**

P2.1

ATTACHMENT 2



→ CP 14-15 file

RECEIVED

APR - 6 2015

CITY OF PALM SPRINGS
ENGINEERING DIVISION

March 28, 2015

City Engineer

City of Palm Spring

3200 E Tahquitz Canyon Way

Palm Spring, CA 922621

RE: James O. Jesse Desert Highland Unity Center GYM Air Conditioning Improvement:

Dear Sir:

During the course of time trying to finalize total price, we made clerical error which lead to submit incorrect final bid price. Even though we had electrical contractor price in our tabulation, excel final calculation did not pick up last row of electrical price. Therefore, our final price should have been \$360,100 instead of \$ 325,100 as submitted. Breakdown should have been as below.

Please see attached .excel sheet circled area

As you know, last few minute of bid time is an extremely busy collecting and going over all sub bids and incorporating into final bid. This error was made due to this circumstances. Therefore, we would like to request to the City withdrawal of our bid. We greatly appreciate your understanding and allow us our request of withdrawal. We sincerely apologize inconvenience we caused. Thank you.

Sincerely

John Lee

President



808 South Bascom Avenue Los Angeles, CA 90005
 Fax: 213.487.4131 | Tel: 213.487.8830 | Web: www.seapac.com

Contract Title: City of Palm Spring Unity GYM
 Location: HVAC
 Project Owner: Attention:

Project No:
 DATE: 25-Mar-15
 BID DATE:
 ME TIME:

DIV. No.	ITEM DESCRIPTION	Unit	R.S. MEANS LINE NUMBER (1)	MATERIAL QUANTITY (2)	MATERIAL		LABOR		EQUIPMENT		TOTAL		SUB-TOTAL
					MATERIAL UNIT COST (3)	TOTAL MATERIAL COSTS (4)=(2)x(3)	LABOR UNIT COST (5)	TOTAL LABOR COSTS (6)=(2)x(5)	EQUIPMENT UNIT COST (7)	TOTAL EQUIPMENT COST (8)=(2)x(7)	TOTAL MATERIAL LABOR & EQUIPMENT COSTS (9)=(4)+(6)+(8)		
1	GENERAL REQUIREMENTS												
01110	Summary of Work												
01140	Work Restrictions												
01200N	Price and Payment Procedures												
01310	Administrative Requirements												
01321N	Network Analysis Schedule (NAS)												
01322	Web Based Construction Management (WBCM)												
01330	Submittal Procedures	LS			4,000.00								
01420	Sources for reference publications												
01450N	Construction Quality Control												
01500N	Temporary Facilities and Controls												
	photos	EA			200.00								
	insurance	LS											
	CPII Scheduling	LS			4,000.00								
	Demobilization	LB			1,000.00								
	Mobilization	LB			1,000.00								
	Office Consumables	MOE			150.00								
	Office Trailer (10x30)w/tractor	MOE		2.00	1,500.00	3,000.00							3,000.00
	Project Signs	EA			1,000.00								
	Site Superintendent	WKS		8.00			2,000.000	16,000.00					16,000.00
	Assistant Superintendent	WKS					1,600.000						
	Temporary Barricades	LS		2.00	1,000.00	2,000.00							2,000.00
	Temporary Electricity	WKS			75.00								
	Temporary Telephone/Fax	WKS			100.00								
	Temporary Toilet	WKS			100.00								
	Temporary Water	WKS			50.00								
	Housekeeping	WKS					300.000						
	Trash & Hauling	WKS			100.00								
	Final Clean - Up	DAYS					100.000						
	Temporary Clean Lint Fans	LF			10.00								
01525	Safety and Occupational Health Requirements												
01572	Construction and Demolition Waste Management												
01575M	Temporary Environmental Controls												
01580	Project Identification												
01670	Recycled / Recovered Materials												
01770N	Closure Procedures	LS			1,000.00								
01781	Operation and Maintenance Data												
	Schedule	LS			2,000.00								
	Allowance	EA			50,000.00								
					3,000.00								
													21,000.00

DIV No	ITEM DESCRIPTION	Unit	R.S. MEANS LINE NUMBER (1)	MATERIAL QUANTITY (2)	MATERIAL		LABOR		EQUIPMENT		TOTAL	SUB-TOTAL
					MATERIAL UNIT COST (3)	TOTAL MATERIAL COSTS (4)=(2)x(3)	LABOR UNIT COST (5)	TOTAL LABOR COSTS (6)=(2)x(5)	EQUIPMENT UNIT COST (7)	TOTAL EQUIPMENT COST (8)=(2)x(7)	TOTAL LABOR & EQUIPMENT COSTS (9)=(4)+(6)+(8)	
2 EXISTING CONDITION												
0222C	Demolition											
02315A	side demc	LS		1.00	12,500.00	12,500.00						12,500.00
	bdg demc	sf		1.00	8,500.00	8,500.00						8,500.00
						3,900.00						3,900.00
3 CONCRETE												
03300A	Cast-in-Place Concrete											
	side walk	LS		1.00	12,500.00	12,500.00						12,500.00
	steel slab	sf		1.00	8,000.00	8,000.00	0.250					8,000.00
						14,200.00						14,200.00
						500.00						500.00
						2,500.00						2,500.00
						5,000.00						5,000.00
	light pole				1,000.00							1,000.00
4 MASONRY												
04200	Masonry											
	steel masonry	sf			0.50	15,000.00	10,000	10.00				15,000.00
							0.500					0.500
5 METALS												
05120	roof metal	Ea		1.00	18,500.00	18,500.00						18,500.00
05210A	gate	Ea		1.00	3,000.00	3,000.00						3,000.00
05310A	handrail				1,500.00							1,500.00
05400	Steel face			1.00	15,000.00	15,000.00						15,000.00
6 WOOD, PLASTICS & COMPOSITES												
06200	cabinet				22,825.00							22,825.00
06680	high pressure laminate panel				40,000.00							40,000.00
	rough carpentry				14,600.00							14,600.00
7 THERMAL AND MOISTURE PROTECTION												
07190	insulation			1.00	7,500.00	7,500.00						7,500.00
07220	joint sealant			1.00	1,500.00	1,500.00						1,500.00
07920	sheetrock			1.00	4,500.00	4,500.00						4,500.00
	roof patch	sf		1.00	5,000.00	5,000.00	100.000	100.00				5,100.00
		sf			12.80			12.500				12.500
		sf			250.00			250.000				250.000
8 OPENINGS												
08110	Steel Doors and Frames				2,300.00							2,300.00
08331A	hardware exiting door				1,000.00							1,000.00
08520A	automatic door		automatic door		7,500.00							7,500.00
0880	Glazing				2,000.00							2,000.00
	door	ea			300.00							300.00
	glass through window	ea			2,000.00							2,000.00
	slope front wall				3,000.00							3,000.00
	wire mesh screen				1,000.00							1,000.00
9 FINISHES												
09100	Metal Support Assemblies				1,500.00							1,500.00
09250	Gypsum Board				3,000.00							3,000.00
0990	Paints and Coatings alum coat			1.00	8,000.00	8,000.00						8,000.00
	tile				14,750.00							14,750.00

DIV. No.	ITEM DESCRIPTION	Unit	R.S. MEANS LINE NUMBER (1)	MATERIAL QUANTITY (2)	MATERIAL		LABOR		EQUIPMENT		TOTAL	SUB-TOTAL
					MATERIAL UNIT COST (3)	TOTAL MATERIAL COSTS (4)=(2)*(3)	LABOR UNIT COST (5)	TOTAL LABOR COSTS (6)=(2)*(5)	EQUIPMENT UNIT COST (7)	TOTAL EQUIPMENT COST (8)=(2)*(7)	TOTAL MATERIAL LABOR & EQUIPMENT COSTS (9)=(4)+(6)+(8)	
	gypsum	SF		1.00	9,000.00	9,000.00	1.500	1.50			9,000.00	
	acoustic ceiling	SF			2.50							
	resilient flooring	SF			7.00		1.000					
	terrazzo clean				1.00							
	base				3.00							
	carpet tile				7.00							17,000.00
96	SPECIALTIES											
10530	sign				4,500.00							
	force and gate				100,866.00							
	lock compartment				4,800.00		2,000.000					
	fire extinguisher				1,500.00							
	froncase dome				5,000.00							
	total ecc.				4,800.00		2,000.000					
	welding treatment				4,000.00							
11	MECHANICAL											
15050N	Basic Mechanical Materials and Methods			1.00	135,600.00	135,600.00						135,600.00
1572 W	Evaporative Cooling System											
15810N	Ductwork and Ductwork Accessories											
	testing and balance			1.00								
	plumbing			1.00	12,500.00	12,500.00						12,500.00
												147,800.00
16	ELECTRICAL											
16050N	Basic Electrical Materials and Methods			1.00	32,000.00	32,000.00						32,000.00
16301N	Transmission and Distribution											
16432	Interior Distribution System				25,500.00							25,500.00
16810	Interior Lighting											
	fire alarm				35,000.00							35,000.00
					13,000.00							48,000.00
												87,000.00
												384,900.00
						317,100.00		16,111.80				325,100.80
												384,900.00

should be added

35,000.00

ATTACHMENT 3

**AGREEMENT
(CONSTRUCTION CONTRACT)**

THIS AGREEMENT made April 15, 2015, 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 Abboud Diamond Construction, 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:

**DESERT HIGHLAND UNITY CENTER GYM A/C IMPROVEMENTS
CITY PROJECT NO. 14-15**

The Work involves the replacement of the existing heating and air conditioning system at the James O. Jessie Desert Highland Unity Center Gymnasium located at 480 Tramview Road, consisting of: removal existing heating and cooling systems; furnishing and installing a complete new heating, ventilation and air conditioning system consisting of two 8,000 CFM ground-mounted gas/electric packaged air conditioning units (Carrier Model 48HCDD24A7A5 or approved equal); all required exhaust and duct work; all mechanical, electrical, and plumbing system connections and improvements, including new electrical switchgear; construction of concrete foundations and walkways; construction of masonry block walls and gates; landscaping and irrigation; 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 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 **Four Hundred Fourteen Thousand Dollars, (\$414,000.00).**

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 of 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 Number 1, 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

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, 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**

CONTRACTOR

By _____
David H. Ready
City Manager

By: Abboud Diamond Construction, Inc.
Firm/Company Name

ATTEST:

By: _____
Signature (notarized)

By _____
James Thompson
City Clerk

Name: _____

APPROVED AS TO FORM:

Title: _____

By _____
Douglas Holland
City Attorney

By: _____
Signature (notarized)

RECOMMENDED:

Name: _____

By _____
Marcus L. Fuller,
Assistant City Manager/City Engineer

Title: _____

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

ATTACHMENT 4

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
P.O. Box 751
Riverside, CA 92502-0751

From: (Public Agency): City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

(Address)

Project Title: Desert Highland Unity Center Gym Air Conditioning Improvements, City Project No. 14-15

Project Applicant: City of Palm Springs

Project Location - Specific:
Desert Highland Unity Center located at 480 Tramview Road, Palm Springs, CA 92262: APN 669-330-025

Project Location - City: Palm Springs Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Removal of existing heating and cooling equipment, and installation of new heating, ventilation and air conditioning ("HVAC") system, including construction of exterior alteration to existing gymnasium building. The Project will add improved air conditioning to the gymnasium allowing for its use year-round.

Name of Public Agency Approving Project: City of Palm Springs

Name of Person or Agency Carrying Out Project: City of Palm Springs

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(a), Existing Facilities
- Statutory Exemptions, State code number: _____

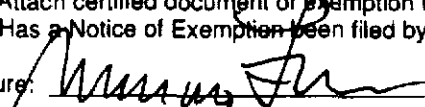
Reasons why project is exempt:

The Project involves the interior and exterior alterations involving interior partitions, plumbing and electrical conveyances necessary to remove the existing and install new heating and air conditioning equipment, and is considered as Categorical Exempt from CEQA pursuant to Section 15301(a) of the CEQA Guidelines.

Lead Agency
Contact Person: Marcus 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: 2/10/2015 Title: Asst. City Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.