



## CITY COUNCIL STAFF REPORT

DATE: November 4, 2015 CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO JOE PUTRINO GENERAL CONTRACTOR IN THE AMOUNT OF \$46,000 FOR THE AIRPORT TSA SECURITY DOOR PROJECT, CITY PROJECT NO. 15-24

FROM: David H. Ready, City Manager

BY: Department of Aviation

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### SUMMARY

The award of this construction contract would allow an additional door to be installed next to the Airport's security checkpoint main entrance to address changes in TSA passenger queuing needs and new equipment reconfigurations.

### RECOMMENDATION:

1. Award a construction contract (Agreement No. \_\_\_\_ ) to Joe Putrino General Contractor, in the amount of \$46,000 for the Airport TSA Security Door Project, City Project No. 15-24; and
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On September 5, 2012, the City Council approved an Amendment No. 1 to Agreement No. 6262 with Urrutia Architects for professional services to complete three Palm Springs International Airport improvement projects. From the three projects specified, one particular project consists of installing a new security door at the Transportation Security Administration (TSA) screening checkpoint entrance. This project has been designed and bids have been received.

Due to the Transportation Security Administration's (TSA) changes of procedures and equipment for the screening of passengers and their carry-ons, a separate entranceway needs to be created into the screening area. In this project, a door would be cut through a concrete masonry wall to the left of the existing single opening into the TSA checkpoint, and includes the finish modifications to the drywall, metal framing, insulation, glass system, ceiling and carpeting.

The construction drawings for the Airport TSA Security Door Project, City Project No. 15-24, (the "Project"), were prepared by Urrutia Architects and have been reviewed and approved by the City's Building Department. The City's Public Works and Engineering Department approved the plans and specifications and then advertised the bids for the Project. On October 22, 2015, the Procurement and Contracting Division received two construction bids from the following contractors:

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Joe Putrino General Contractor	Yucca Valley, CA	\$46,000.00
ATOM Engineering Construction, Inc.	Hemet, CA	\$62,398.00

A full bid summary is included as **Attachment 1**.

### ***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 Joe Putrino General Contractor, is registered with the DIR, and is appropriately licensed.

Joe Putrino General Contractor, of Yucca 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 Joe Putrino General Contractor for the Project is included as **Attachment 2**.

### ***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. Joe Putrino General Contractor 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 interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; therefore, the Airport TSA Security Door Project 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 3**.

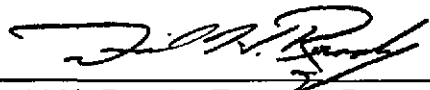
FISCAL IMPACT:

Sufficient funding has been budgeted for the project through the Airport's Fund No. 415-6200-43200 for the full cost of \$46,000.



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Thomas Nolan,  
Executive Director, Airport



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

Attachments:

1. Bid Summary
2. Construction Contract
3. CEQA Notice of Exemption

# **ATTACHMENT 1**

**AIRPORT TSA SECURITY DOOR PROJECT, CITY PROJECT NO. 15-24**

**BID SUMMARY**

Bid Opening: October 22, 2015

BID SCHEDULE	QUANT.	UNIT	JOE PUTRINO CONTRACTOR	ATOM ENGINEERING
DESCRIPTION				
The Work comprises of remodeling the existing Transportation Security Administration (TSA) building floor plan to allow for a new storefront door system located within the Palm Springs International Airport. The work includes the removal of existing concrete masonry units, drywall, metal framing, insulation, glass system, and carpet. The work also includes the installation of temporary metal stud/drywall partitions, new storefront entrance door, new door holder, new drywall and finish, new wall base, replace and repaint entire drywall ceiling and all other appurtenant work.	1	LS	\$46,000.00	\$62,398.00

TOTAL =		\$46,000.00		\$62,398.00
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# **ATTACHMENT 2**

**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**THIS AGREEMENT** made this 4<sup>th</sup> day of November, 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 Joe Putrino General Contractor 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:

**AIRPORT TSA SECURITY DOOR PROJECT  
CITY PROJECT NO. 15-24**

The Work comprises of remodeling the existing Transportation Security Administration (TSA) building floor plan to allow for a new storefront door system located within the Palm Springs International Airport. The work includes the removal of existing concrete masonry units, drywall, metal framing, insulation, glass system, and carpet. The work also includes the installation of temporary metal stud/drywall partitions, new storefront entrance door, new door holder, new drywall and finish, new wall base, replace and repaint entire drywall ceiling 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 \$46,000.

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, 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**

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**

**APPROVED BY THE CITY COUNCIL:**

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

Date \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RECOMMENDED:**

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

**CONTRACTOR**

By: Joe Putrino General Contractor  
Firm/Company Name

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

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

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

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

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

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of the Agreement.)

State of \_\_\_\_\_ )  
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.

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.

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

# **ATTACHMENT 3**

**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: Airport TSA Security Door Project, City Project No. 15-24

Project Applicant: City of Palm Springs

Project Location (Specific): Palm Springs International Airport, located at 3400 E. Tahquitz Canyon Way.

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work includes the removal of existing concrete masonry units, drywall, metal framing, insulation, glass system, and carpet. The work also includes the installation of temporary metal stud/drywall partitions, new storefront entrance door, new door holder, new drywall and finish, new wall base, replace and repaint entire drywall ceiling and all other 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 (a) – Existing Facilities
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances, therefore, the Airport TSA Security Door Project, City Project No. 15-24, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Savat Khamphou Area Code/Telephone/Extension: (760) 323-8253x8744

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: 10/26/15

Title: Asst. Director of Public Works/  
Asst. 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: \_\_\_\_\_