



## City Council Staff Report

DATE: April 20, 2016

NEW BUSINESS

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO JANUS CORPORATION, A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$79,200 FOR THE FIRE STATION NO. 4 REHABILITATION (DEMOLITION & ABATEMENT), CITY PROJECT NO. 15-25

FROM: David H. Ready, City Manager

BY: Office of the City Manager  
Fire Department

---

### SUMMARY

Award of this contract will allow the City to proceed with demolition and abatement services for Fire Station No. 4 Rehabilitation, City Project No. 15-25. The inside demolition must first be completed to allow the City's Architect to evaluate the interior construction of the building to appropriately design remodel plans and specifications.

### RECOMMENDATION:

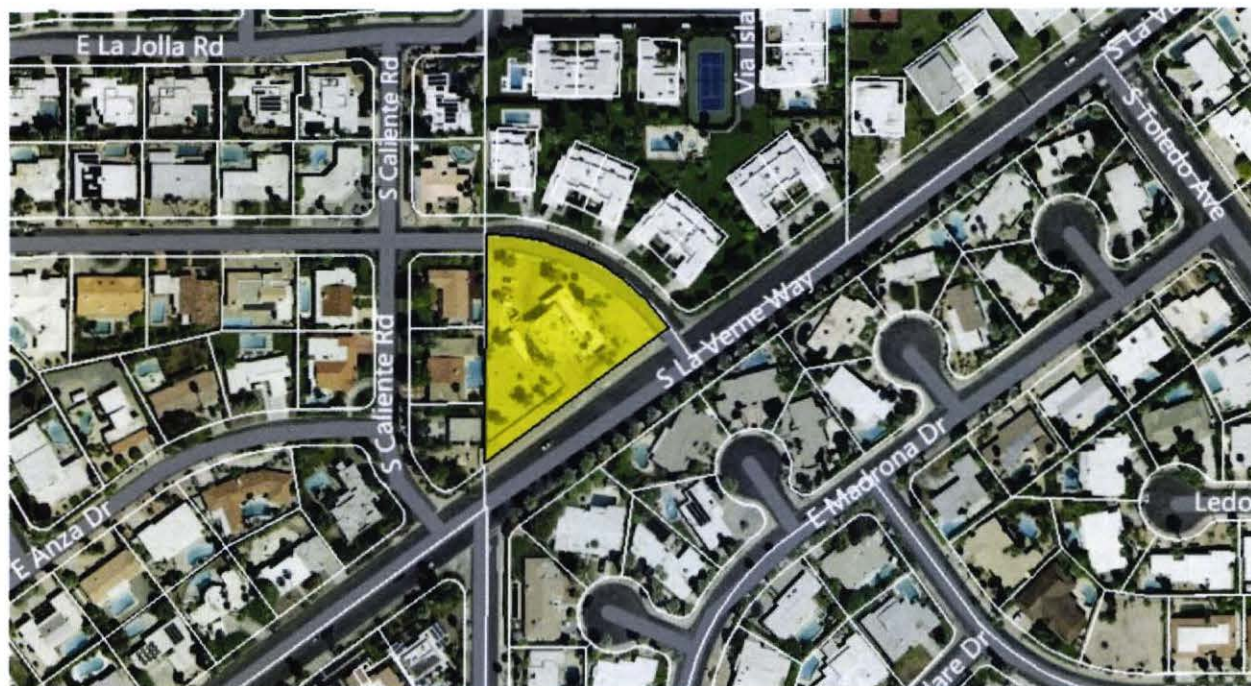
1. Reject the lowest bid received from 5M Contracting, Inc., a California corporation, as non-responsive;
2. Award a construction contract (Agreement No. \_\_\_ ) to Janus Corporation, a California Corporation, in the amount of \$79,200 for the Fire Station No. 4 Rehabilitation (Demolition & Abatement), City Project No. 15-25;
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On February 3, 2016, the City Council approved the plans, specifications and estimate and authorized staff to advertise and solicit bids for the demolition and abatement phase of the Fire Station No. 4 renovation project, located at 1300 S. La Verne Way. The scope of work comprises the demolition, removal and disposal of interior fixtures and appliances, abatement, removal and disposal ("remediation") of any hazardous building materials, and any other appurtenant work. A copy of the February 3, 2016, staff report is included as **Attachment 1**.

ITEM NO. 50

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



**Figure 1**

The contract bid documents were prepared by Interactive Design Corporation (“IDC”) and on February 6, 2016, the City Council approved the plans, specifications and working details, and authorized staff to advertise and solicit bids for the Project. Subsequently, on March 10, 2016, the Procurement and Contracting Division received five construction bids from the following contractors:

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
5M Contracting, Inc. *** *** <i>non-responsive</i>	Tustin, CA	\$53,850
Janus Corporation	Riverside, CA	\$79,200
T3 Contractors, Inc.	Riverside, CA	\$103,000
Brickley Environmental	San Bernardino, CA	\$105,723
Unlimited Environmental, Inc.	Signal Hill, CA	\$109,400

The estimate was \$110,000; a full bid summary is included as **Attachment 3**.

### ***Bid Analysis***

As part of the City’s normal bid review process, staff reviewed all of the bid documents submitted by the apparent low bidder, 5M Contracting, Inc., (5M), to ensure compliance with the Instructions to Bidders. After staff’s review, staff determined that 5M submitted

an incomplete bid by failing to register as a bidder which demonstrates interests of submitting a bid. Additionally, 5M failed to acknowledge Addendum No. 1 issued on March 3, 2016, in the bid submittal. Furthermore, 5M failed to submit their notarized bid bond; the notarized bid bond from the surety company was the only bid bond received in the bid submittal. As specified in the bid documents, failure to register as a bidder or by neglecting such acknowledgement of receipt of an Addendum may render the bid as non-responsive.

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

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

As a California charter city, pursuant to relevant state and case law, the City Council retains general authority to award contracts in the best interests of the City. On the basis that the City Council rejects the lowest bid submitted by 5M Contracting, Inc., as non-responsive, staff recommends that the City Council approve the bid submitted by Janus Corporation, and determine that Janus Corporation of Riverside, California, submitted the lowest responsive bid.

#### ***Public Works Contractor Registration Law (SB 854)***

Under California Labor Code Section 1771.1, as amended by Senate Bill (SB) 854 (2014), unless registered with the State of California Department of Industrial Relations (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 Janus Corporation is registered with the DIR and is appropriately licensed.

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

#### ***Local Business Preference Compliance***

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires prime contractors to use good faith efforts to subcontract the supply of materials and equipment to local business enterprises and to subcontract services to businesses whose work force resides within the Coachella Valley. Staff acknowledges that Janus Corporation is not considered a local business as being located outside of

the Coachella Valley. Additionally, staff acknowledges that Janus Corporation did not provide sufficient evidence of a good faith effort to subcontract service or supplies to local businesses. However, the bid submitted from Janus Corporation is \$23,800 less than (or 23% under) the third low responsive bidder, T3 Contracting, Inc., who submitted the third low responsive bid. T3 Contracting Inc., is also not considered a local business, but provided evidence of good faith efforts to subcontract \$3,300 (or 3%) of services or supplies to local businesses in Palm Springs. Given that both the second and third lowest bidders reside outside of the Coachella Valley and the cost to subcontract services or supplies is marginal compared to the cost savings from the bids submitted, staff recommends the City Council waive the requirement for local business preference and award a contract to Janus Corporation.

### ***Temporary Relocation of Fire Department Personnel to Former Fire Station No. 5***

As Fire Station No. 4 requires a complete renovation, the personnel assigned to that station have been temporarily relocated to a trailer the City has leased and located on-site. However, during the remodel and remediation, an alternate temporary Fire Station will be required during the anticipated construction phases:

Phase 1 – Demolition and Abatement: 3 months

Phase 2 – Fire Station No. 4 Remediation (Design): 6 months

Phase 3 – Fire Station No. 4 Remediation (Construction): 9 months

The anticipated schedule for completion of this project is 18 months from the start of Phase 1, with the demolition and abatement. Phase 1 includes the demolition and remediation of any hazardous materials within the building, which could include the following:

- Removal of any asbestos-containing materials, lead-based paint, mold, etc.;
- Disconnecting and capping of all utilities to the source;
- Demolition, removal and disposal of interior drywall, plaster walls, ceilings, and pipe insulation

During the abatement and demolition phase, the apparatus bay will not be available to the Fire Department personnel or equipment, and relocation of the personnel to an alternative location during this work will be required. The Fire Chief is recommending personnel assigned to Fire Station No. 4 relocate to Fire Station No. 5 at least through the duration of Phase 1 while the work is underway.

After completion of Phase 1, Fire Station No. 4 will be completely demolished within the interior, leaving the framed interior walls with no electrical service. It is at this time that Interactive Design Corporation will evaluate the condition of the interior of the building, make an accurate "as-built" drawing, and complete the design for the interior remodel and rehabilitation of Fire Station No. 4 to address problems with plumbing, as well as new logistical issues with hazardous material decontamination, segregating crew quarters for male/female staff, and ADA accessibility issues.

IDC anticipates completion of the design, considered Phase 2 of the project, will extend 6 months. While it is possible to relocate the Fire Department personnel back to Fire Station No. 4 for 6 months during Phase 2, there are certain logistical issues with re-establishing temporary electrical service and cooling of the stripped-down apparatus bay for the Fire Engines and equipment, as well as relocation of the crew itself and their quarters to a temporary trailer at Fire Station No. 4.

However, during the physical reconstruction and remodel of Fire Station No. 4, the Fire Department personnel and equipment cannot remain at Fire Station No. 4, and would be required to relocate again to an alternative location, such as Fire Station No. 5. The Fire Chief will be assessing the situation and will make a recommendation on moving back into Station 4 during the design phase, or maintain the temporary station location.

Fire Department staff has analyzed how the temporary station relocation will affect response times to Station 4 response areas, primarily south/southeast Palm Springs. **Attachment 5** illustrates the current response times throughout the City, and **Attachment 6** highlights the anticipated response time change with the temporary relocation of Station 4, which shows approximately the same travel response times with the exception of the far South Palm Springs area, with an additional one to two minute response.

However, to help mitigate any increase in response time – particularly with paramedic calls, which are the vast majority of calls for service – the Chief is recommending adding a “Rapid Response Paramedic Unit” staffed with two Firefighter/Paramedics at Fire Station No. 1, located in Downtown. This added unit will respond, supplementing Fire Engine Units, and will allow a paramedic response within generally five minutes for the majority of the response area and within seven minutes to Bogert Trail area.

It is important to note, adding a permanent Rapid Response Paramedic Unit is a policy question that has been analyzed and discussed at the staff level to improve overall response times citywide – and will be presented in the upcoming Fiscal Year 2016-17 budget proposal. On a temporary basis, pending City Council action on the new budget, it is recommended staffing the Rapid Response Paramedic Unit with current personnel on an overtime basis. Further discussions of these costs are noted below under “Fiscal Impact” of this report.

#### 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 Fire Station No. 4 Rehabilitation, City Project No. 15-25, is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 7**.

#### FISCAL IMPACT:

The Fire Station No. 4 renovation project is estimated to cost \$1.2 million per the initial architectural estimate – with \$600,000 set aside in the current Capital Budget and \$700,000 being requested in the upcoming Fiscal Year 2016-17 Budget. Funding for this initial contract (Janus - \$79,200) will come from the current Capital Project Fund, Account No. 261-3600-59483.

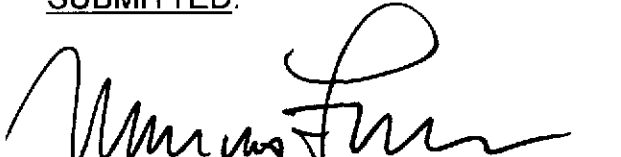
Also, it's anticipated that the former Fire Station No. 5, on Bolero Road (off Golf Club Drive), which will become Temporary Fire Station No. 4, will require some minor repairs and improvements (i.e. window blinds, paint, etc.). Those costs are not anticipated to be in excess of \$20,000 and will be paid for with budgeted "facility maintenance" accounts.

Staffing for the Rapid Response Paramedic Unit (2 existing fire personnel per shift on an overtime basis) will cost approximately \$74,000 per month. The cost for this staffing plan through Phase 1 is \$222,000; at that time, it may be possible to relocate personnel to the trailer at Fire Station No. 4 during Phase 2 – Design (6 months), and save additional overtime costs. However, during Phase 3 – Construction (9 months), Fire personnel would have to return to the temporary station, and the overtime costs would then continue for the additional paramedic unit. Overtime costs for Phase 3 are estimated at approximately \$665,000. These costs will require additional Fire Department Overtime appropriations in the new Fiscal Year Budget.


However, as noted above, during the budget discussion we will be recommending the permanent addition of the Rapid Response Paramedic Unit – and if approved, a significant amount of the overtime costs here, would be avoided. The annual cost for the new paramedic unit, if approved, will be approximately \$784,000.

A Squad vehicle currently in reserve service will be utilized for the temporary program. If City Council approves the permanent program – a new Squad would be included in the Fiscal Year 2016-17 Motor Vehicle Fund appropriation.

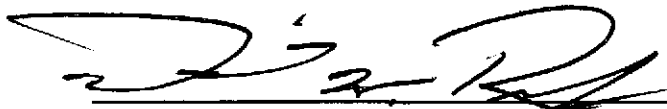
SUBMITTED:



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



Kevin Nalder  
Fire Chief



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

Attachments:

1. February 3, 2016, City Council staff report
2. Vicinity Map
3. Bid Summary
4. Construction Contract
5. Station 4 Travel Time Map
6. Station 5 Travel Time Map
7. CEQA Notice of Exemption

# **ATTACHMENT 1**





## City Council Staff Report

DATE: February 3, 2016

CONSENT CALENDAR

SUBJECT: APPROVAL OF PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) AND AUTHORIZATION TO BID THE FIRE STATION NO. 4 REHABILITATION (DEMOLITION & ABATEMENT), CITY PROJECT NO. 15-25

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

---

### SUMMARY

The construction documents (plans and specifications) have been completed, and in accordance with Section 7.03.040 of the Procurement and Contracting Code the City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects in excess of \$100,000. Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated cost of \$110,000.

### RECOMMENDATION:

Approve the plans, specifications and estimate and authorize staff to advertise and solicit bids for the Fire Station No. 4 Rehabilitation (Demolition & Abatement), City Project No. 15-25.

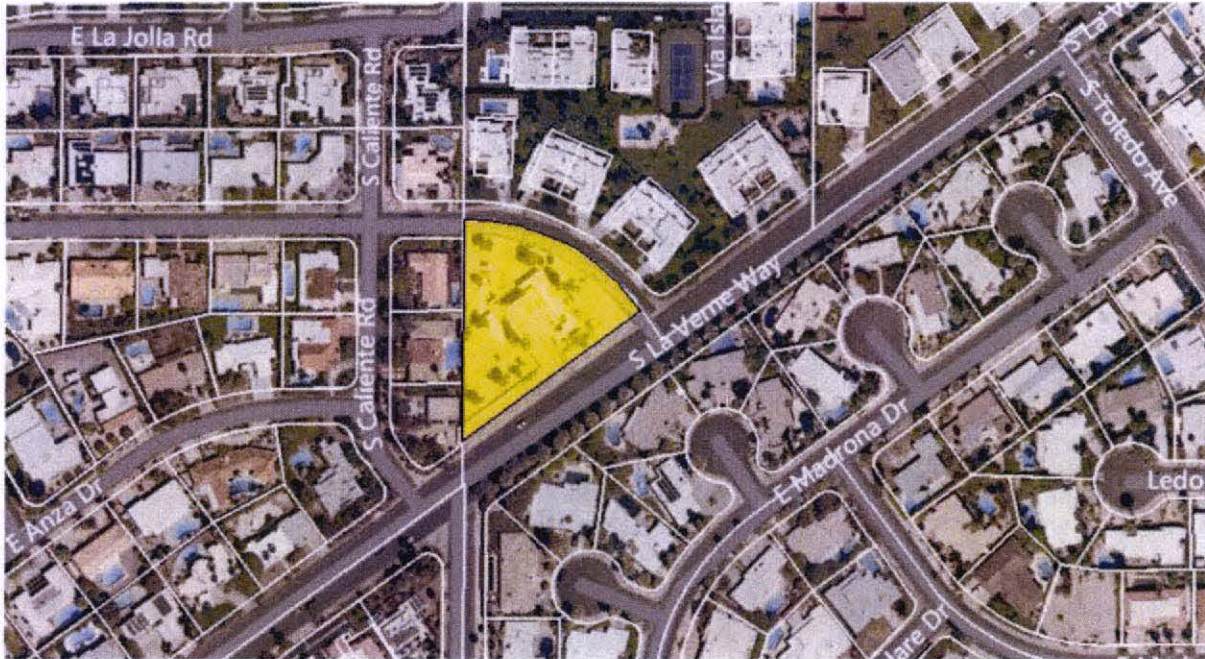
### STAFF ANALYSIS:

On November 4, 2015, the City Council approved Amendment No. 1 to Agreement No. 6757 in the amount of \$25,000 for a total amount of \$43,800 with Interactive Design Corporation ("IDC") to proceed with the preparation of abatement specifications for the Fire Station No. 4 located at 1300 S. La Verne Way. The scope of services for Amendment No. 1 consists of the preparation of contract specifications and exhibits for the removal of all interior improvements, including removal of drywall, all existing ductwork, and insulation necessary to obtain public bids for the subject project. A copy of the November 4, 2015, staff report is included as **Attachment 1**.

The proposed work includes, but is not limited to: utility coordination; remediation of any remaining asbestos containing materials, lead-based paint, mold, insect and rodent dropping removal and decontamination, and other hazardous building materials;

disconnecting and capping of all plumbing, gas lines, waste and water piping, electrical wiring and all other utilities to the source; demolition, removal and disposal of interior drywall, plaster walls, ceilings, and pipe insulation; and any other appurtenant work.

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



**Figure 1**

The contract bid documents prepared by IDC are currently under review by the Building Department for compliance with required Building Codes. Staff recommends that, subject to final approval by the Building Official, the City Council approve the plans and authorize staff to formally solicit construction bids for the Project.

With City Council's approval, staff will advertise the project in the *Desert Sun*, submit the Notice Inviting Bids to plan rooms, and provide the bid documents available free of charge to prospective bidders. A copy of the construction drawings and contract specifications for the Project are on file with the Public Works & Engineering Department. The following tentative schedule has been identified for the bid process:

Notice Inviting Bids posted and issued:

February 11, 2016

**Deadline for receipt of bids:**

**3:00 PM, March 17, 2016**

Contract awarded by City Council:

April 6, 2016

**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 Fire Station No. 4 Rehabilitation, City Project No. 15-25, is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and filed with the Riverside County Clerk. A copy of the Notice of Exemption is included as **Attachment 3**.

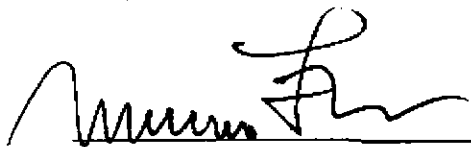
**FISCAL IMPACT:**

Abatement and rehabilitation of Fire Station No. 4 was an unscheduled capital project, and is currently being funded by the General Fund. As noted in IDC's report, the full cost of rehabilitating Fire Station No. 4 is estimated at \$1.2 Million, with the abatement and demolition phase estimated at \$110,000. Staff will review and identify alternatives for funding this work for the City Council's consideration at the time a construction contract is presented for its consideration.

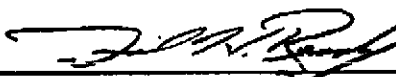
Staff recommends that the City Council authorize bidding of the Project to obtain final costs, allowing staff to identify funding alternatives for City Council consideration at the time a contract is scheduled for award.

**SUBMITTED:**

Prepared by:

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

Approved by:

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

**Attachments:**

1. November 4, 2015, City Council staff report
2. Vicinity Map
3. CEQA Notice of Exemption

# **ATTACHMENT 1**



## City Council Staff Report

Date: November 4, 2015 CONSENT CALENDAR

Subject: APPROVAL OF AMENDMENT NO. 1 IN THE AMOUNT OF \$25,000 TO CONSULTING SERVICES AGREEMENT NO. 6757 WITH INTERACTIVE DESIGN CORPORATION FOR THE FIRE STATION NO. 4 REHABILITATION, CITY PROJECT NO. 15-25

From: David H. Ready, City Manager

Initiated by: Public Works & Engineering Department

---

### SUMMARY

Approval of Amendment No. 1 revises the scope of work to include architectural services to prepare specifications for abatement of the interior of Fire Station No. 4 (inclusive of all interior drywall, ductwork and insulation) for an additional cost not to exceed of \$25,000.

### RECOMMENDATION:

- 1) Approve Amendment No. 1 to Agreement No. 6757 in the amount of \$25,000 for a total amount of \$43,800 with Interactive Design Corporation for the Fire Station No. 4 Rehabilitation, City Project No. 15-25; and
- 2) Authorize the City Manager to execute all necessary documents.

### BACKGROUND:

On September 28, 2015, the City Manager approved a Consulting Services Agreement (A6757) in the amount of \$18,800 with Interactive Design Corporation ("IDC") to initiate review of the existing condition of Fire Station No. 4 located at 1300 S. La Verne Way. The scope of the Agreement included "Phase I – Investigation" which includes the following services:

- Research of Building
- Review existing information including original construction documents, repair reports and documents, material and air quality testing reports, and any and all other information related to current conditions, historic conditions and repairs, and maintenance reports



- Conduct field investigation of building as it is, including the areas where City maintenance staff has recently removed and replaced drywall
- Review roof and exterior detailing and damage
- Review original structural design and existing conditions of structural components
- Identify areas/locations with the building for selective demolition to reveal underlying conditions
- Code context – meet with Chief Building Official to review how current Code may impact remedial work
- Preliminary assessment and report – document existing conditions with field observations and notes, photographs and sketch/details

An aerial photo of Fire Station No. 4 is provided in Figure 1:



Figure 1

IDC has completed its Phase 1 investigation of Fire Station No. 4, and the results of the review identify remedial work that should be completed, and future rehabilitation efforts required to ensure this critical facility meets current Building Codes. A copy of IDC's report is included as **Attachment 1**.

Fire Department personnel stationed at Fire Station No. 4 are currently being temporarily housed in a trailer that has been acquired for interim use while the investigations and remedial work is completed. As noted in IDC's report, the following process for rehabilitation of Fire Station No. 4 is envisioned:

1. Contract with a licensed abatement contractor to remove all interiors (drywall, existing ductwork and insulation)
2. Document the "as-built" conditions
3. Design the upgrade/remodel and prepare Construction Documents
4. Contract for construction of upgrade/remodel
5. Re-occupy the building

Approval of Amendment No. 1 to the Agreement with IDC will allow staff to proceed with preparation of contract specifications for the abatement of the existing building, identified as step 1 in the process outlined above. A copy of Amendment No. 1 is included as **Attachment 2**.

The estimated cost of the abatement work is \$75,000; a construction contract for the abatement work will be presented for City Council for consideration of award in January 2016. Following completion of the abatement work, staff will coordinate with IDC to review the "as-built" conditions and obtain a proposal for preparation of construction documents for the required upgrade and remodel, which will be presented to City Council for its consideration at a future date.

#### **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 Fire Station No. 4 Rehabilitation, City Project No. 15-25, is considered categorically exempt from CEQA, and a Notice of Exemption will be prepared and filed with the Riverside County Clerk prior to initiation of any construction.

#### **FISCAL IMPACT:**

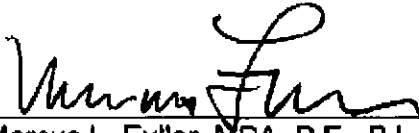
This project is currently being funded through the General Fund. Sufficient funds are available in the General Fund account 001-3520-59483 for approval of Amendment No. 1 in the amount of \$25,000.

As noted in IDC's report, the full cost of rehabilitating Fire Station No. 4 is estimated at \$1.2 Million. Staff will review and identify alternatives for funding this work for the City Council's consideration at the time a construction contract is presented for its consideration.



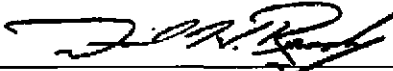
**SUBMITTED**

Prepared by:



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

Approved by:



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

Attachments:

1. IDC Report
2. Amendment No. 1

# **Attachment 1**



# PROJECT RECORD

INTERACTIVE DESIGN CORPORATION

ARCHITECTS +

199 S. Civic Drive, Suite 10

Palm Springs, California 92262

T: (760) 323-4990 F: (760) 322-5308

mail@interactivedesigncorp.com

DATE 21OCT2015

TO Marcus Fuller, Assistant City Manager  
VIA hand delivery  
FROM Reuel Young  
PROJECT IDC No. 1505  
SUBJECT Assessment Report for FS #4

Page 1 of 70

## DISTRIBUTION

We are proceeding with development of the above referenced project in accordance with our understanding of the material/issues noted below. Unless we receive written clarification or amendment by the third business day from the date of this project record, the following will be considered as confirmed instruction and understanding. ©

Fax:

## **BUILDING SYSTEMS ASSESSMENT OF FIRE STATION #4**

### EXECUTIVE SUMMARY

#### EXISTING BUILDING ASSESSMENT

The building is 45 years old, and has served the community well. It was built well before current building standards and codes in terms of its structural, mechanical, plumbing and electrical systems, and to continue to serve the community an upgrade of those systems is necessary.

Attached are three reports from our consultants describing the elements that are not in compliance with the current California Building Codes (Structural, Mechanical and Electrical and Energy/Green).

In addition, certain functional standards for fire stations have also evolved and are not adequately served by the current floor plan. The most evident is the lack of separation of crew quarters for men and women, and the "open dorm" arrangement for sleeping. This can be relatively easily addressed by converting the "Captain's Quarters" into female quarters, and constructing partitions within the dorm room. Furthermore, the "back-of-house" elements related to personal laundry and turnout gear cleaning need to be updated.

The recommended process, probable time frame and costs are summarized below and expanded upon in the attachments.

#### PROCESS

1. Contract with a licensed abatement contractor to essentially gut the interiors (remove all drywall, all existing ductwork, and insulation.)
2. Document the "as-built" conditions.
3. Design the upgrade/remodel and prepare Construction Documents.
4. Contract for construction.
5. Re-occupy the station.



## INTERACTIVE DESIGN CORPORATION

### TIMEFRAME

1. The elapsed time for abatement, as-builts, design/construction document preparation will be approximately one year.
2. Permitting, contract negotiations and construction will be approximately one year.
3. Move-in will be approximately September 2017.

### COSTS

1. Construction costs will be approximately one million dollars.
2. Soft costs (design, testing and construction administration) will be approximately \$200,000.

Respectfully submitted,

Reuel Young

### Attachments:

- Schematic Schedule (IDC)
- Schematic Statement of Probable Costs (IDC)
- Structural System Assessment (Tang Structural Engineering)
- Mechanical and Energy Systems Assessment (EquitySpec MEP)
- Electrical System Assessment (MRC Engineering)
- Schematic Cost Proposal for Abatement (Brickley Environmental)

**PALM SPRINGS FIRE STATION #4**  
**REPAIR AND REMODEL SCHEMATIC SCHEDULE**  
 21OCT15

		2015			2016												2017											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE/TASK																												
1	ASSESSMENT	█																										
2	SPECS/BID/CONTRACT: ABATEMENT		█	█	█																							
3	ABATEMENT WORK					█																						
4	AS-BUILT DOCUMENTATION & PROGRAMMING						█																					
5	DESIGN						█	█																				
6	CONSTRUCTION DOCUMENTS								█	█																		
7	PLAN CHK/PERMITTING										█	█																
8	BIDDING/CONTRACT												█	█	█													
9	CONSTRUCTION																█	█	█	█	█	█	█	█	█	█	█	█
10	MOVE IN																											█



CITY OF PALM SPRINGS FIRE STATION #4

REPAIR AND REMODEL

25OCT15

SCHEMATIC PROJECT BUDGET		COMMENTS
ABATEMENT	75,000	
<b>CONSTRUCTION</b>		
<b>STRUCTURE</b>		
EXTERIORS (GENERAL)	10,000	
WINDOWS	20,000	
ROOF REPAIR	10,000	
ROOF - REMOVE DRAINS; ADD SLOPED RIGID/GUTTERS		
REPAIR BEAMS	10,000	
PAINT	8,000	
<b>INTERIORS - CREW QUARTERS</b>		
DRYWALL & PAINT WALLS & CEILING; 10K SF @ \$4/sf	40,000	
INSULATION	10,000	
CABINETS & FINISHES	18,000	
KITCHEN	25,000	
MISCELLANEOUS	30,000	
RECONFIGURATION FOR SLEEPING AND WOMENS	20,000	
<b>INTERIORS - APPARATUS BAY</b>		
DRYWALL & PAINT WALLS & CEILING; 5K SF @ \$2.50/sf	7,500	
MISCELLANEOUS	10,000	
<b>MECHANICAL (ONE NEW UNIT ALREADY PUCHASED)</b>		
NEW UNIT	8,000	
NEW DUCTWORK	12,000	
EXHAUST FANS AND RELIEF VENTS	3,000	
<b>PLUMBING</b>		
STORM DRAIN & SEWER (abandon and new)	15,000	
ROOF DRAINS 16 @ 500	10,000	
ABANDON DRAINS ADD SLOPED RIGID AND GUTTERS		
FIXTURES 10 @ 1200	12,000	
SHOWERS	4,000	
RE-PIPE WITH COPPER	20,000	
<b>ELECTRICAL (\$15/sf)</b>		
EMERGENCY GENERATOR	60,000	
<b>SITE</b>		
STORM DRAIN SAND/WATER SEPARATOR	25,000	
GENERAL	15,000	
	subtotal hard costs	652,500
<b>GENERAL CONTRACTOR</b>		
GENERAL CONDITIONS @ 5%	32,625	
OVERHEAD AND PROFIT @ 18%	117,450	
	subtotal hard costs plus GC	802,575
CONTINGENCY @ 20%	160,515	
	project budget	963,090



# Palm Springs Fire Station No. 4

1300 LA VERNE WAY, PALM SPRINGS, CA 92264

EXISTING CONDITIONS  
SCALE: 3/16" = 1'-0"

ARCHITECTURAL DESIGN CORPORATION  
1001 N. LAS VEGAS BLVD. SUITE 100 PALM SPRINGS, CA 92262  
P. 760.299.4400



1505  
21OCT15

1



# **Attachment 2**

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 6757  
WITH INTERACTIVE DESIGN CORPORATION  
FIRE STATION NO. 4 REHABILITATION  
CITY PROJECT NO. 15-25

The following articles of Agreement No. 6757 are hereby amended to read as follows:

**SECTION 3.1** Maximum contract amount is increased by \$25,000, and the total amount of compensation is amended to \$43,800.

**SCOPE OF SERVICES (Exhibit "A")** - Exhibit "A" is amended as follows:

Add the following Phase II scope of work:

*Phase II – Preparation of Abatement Specifications*

*Preparation of contract specifications and exhibits as necessary to obtain public bids for removal of all interior improvements, including removal of drywall, all existing ductwork, and insulation.*

The Compensation identified on Exhibit "A" is hereby amended as follows:

Compensation for Phase II – Preparation of Abatement Specifications shall be hourly based upon the standard rates of the Architect and his Consultants, not to exceed \$25,000.

Total Contract amount is increased by \$25,000 and amended to a total amount of \$43,800.

**PURCHASE ORDER SUMMARY**

Purchase Order Number(s): 16-0418  
Agreement Number: 6757  
Original City Manager Approval: June 22, 2010  
Original Contract Amount:     \$     18,800  
Amount of Prior Increases     \$            0  
Amount of This Increase       \$     25,000  
**Amended Total:**               \$     43,800

Account Number:     001-3520-59483

Except as specifically amended by this Amendment No. 1, all terms and provisions of Agreement No. 6757 remain in full force and effect.

ATTEST:

CITY OF PALM SPRINGS,  
a California charter city

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

CONSULTANT: Interactive Design Corporation

Check one:  Individual  Partnership  Corporation

Corporations require two notarized signatures: One signature must be from the 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).

By: Notarized Signature of Chairman of Board, President  
or any Vice President

By: Notarized Signature Secretary, Asst. Secretary,  
Treasurer, Asst. Treasurer or Chief Financial Officer

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

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

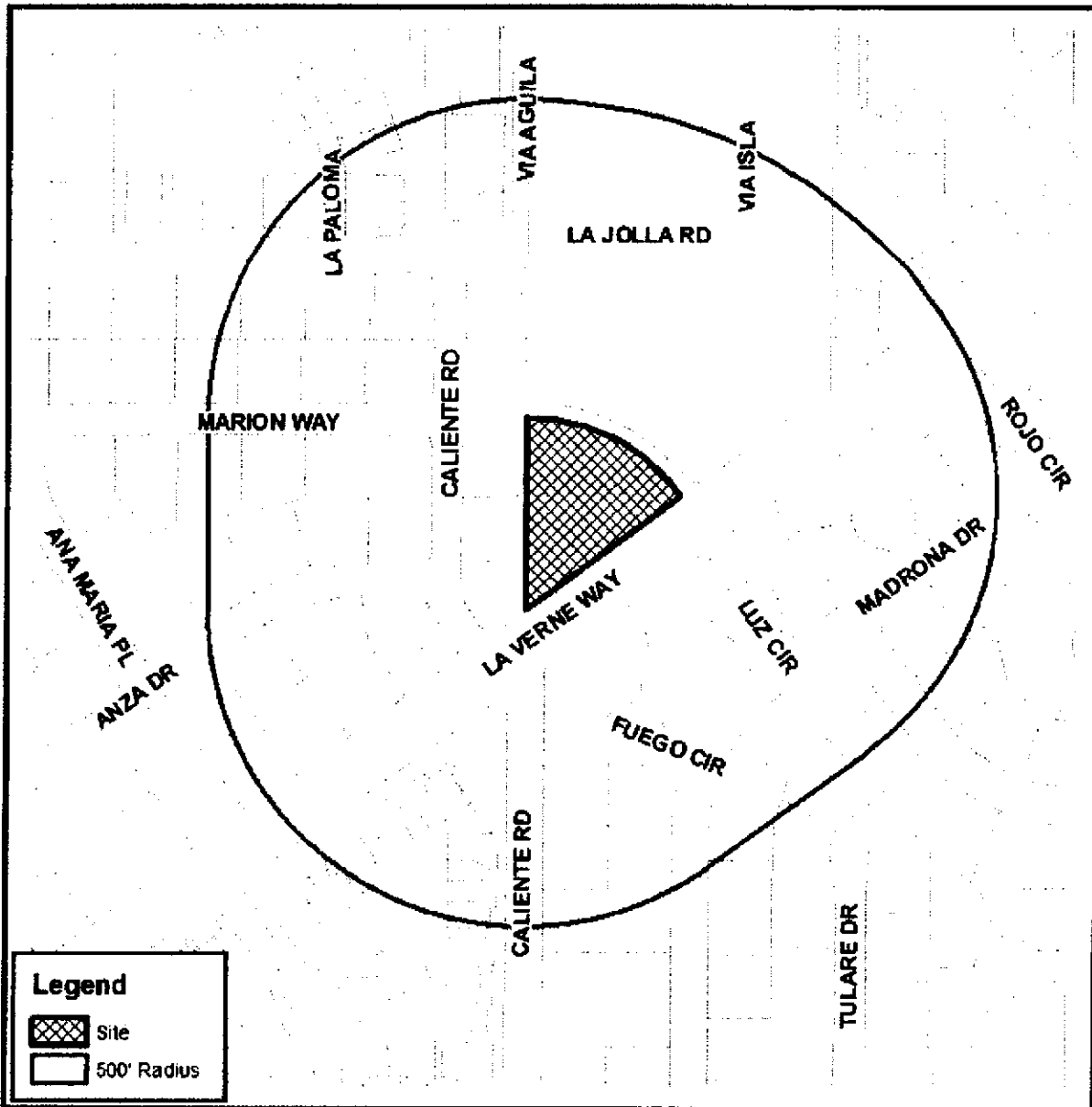
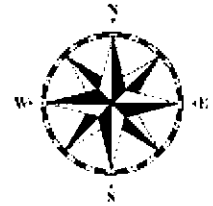
Title: \_\_\_\_\_

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

# **ATTACHMENT 2**



Department of Public Works and Engineering  
Vicinity Map



CITY OF PALM SPRINGS

# **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: Fire Station No. 4, Rehabilitation, City Project No. 15-25

Project Applicant: City of Palm Springs

Project Location (Specific): Fire Station No. 4 is located at 1300 S. La Verne Way, Palm Springs, CA 92262

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work will includes: abatement, removal and disposal (remediation) of asbestos containing materials, lead-based paint and lead containing materials, mold, insect and rodent dropping removal and decontamination, and other hazardous building materials; utility coordination including disconnecting and capping of all utilities; demolition, removal, and disposal of interior drywall, plaster walls, ceilings, and pipe insulation; and the rehabilitation of the public structure.

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)

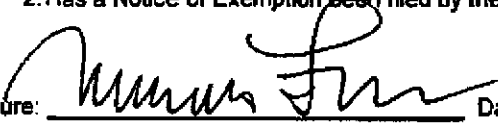
- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15301 Class 1 (a) – Existing Facilities
- Statutory Exemptions. State code number:

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 topographic features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. Therefore, the Fire Station No. 4, Demolition and Abatement, City Project No. 15-25, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Marcus L. Fuller Area Code/Telephone/Extension: (760) 322-8380

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: 

Date: 1-26-16

Title: Asst. City Manager/ City Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

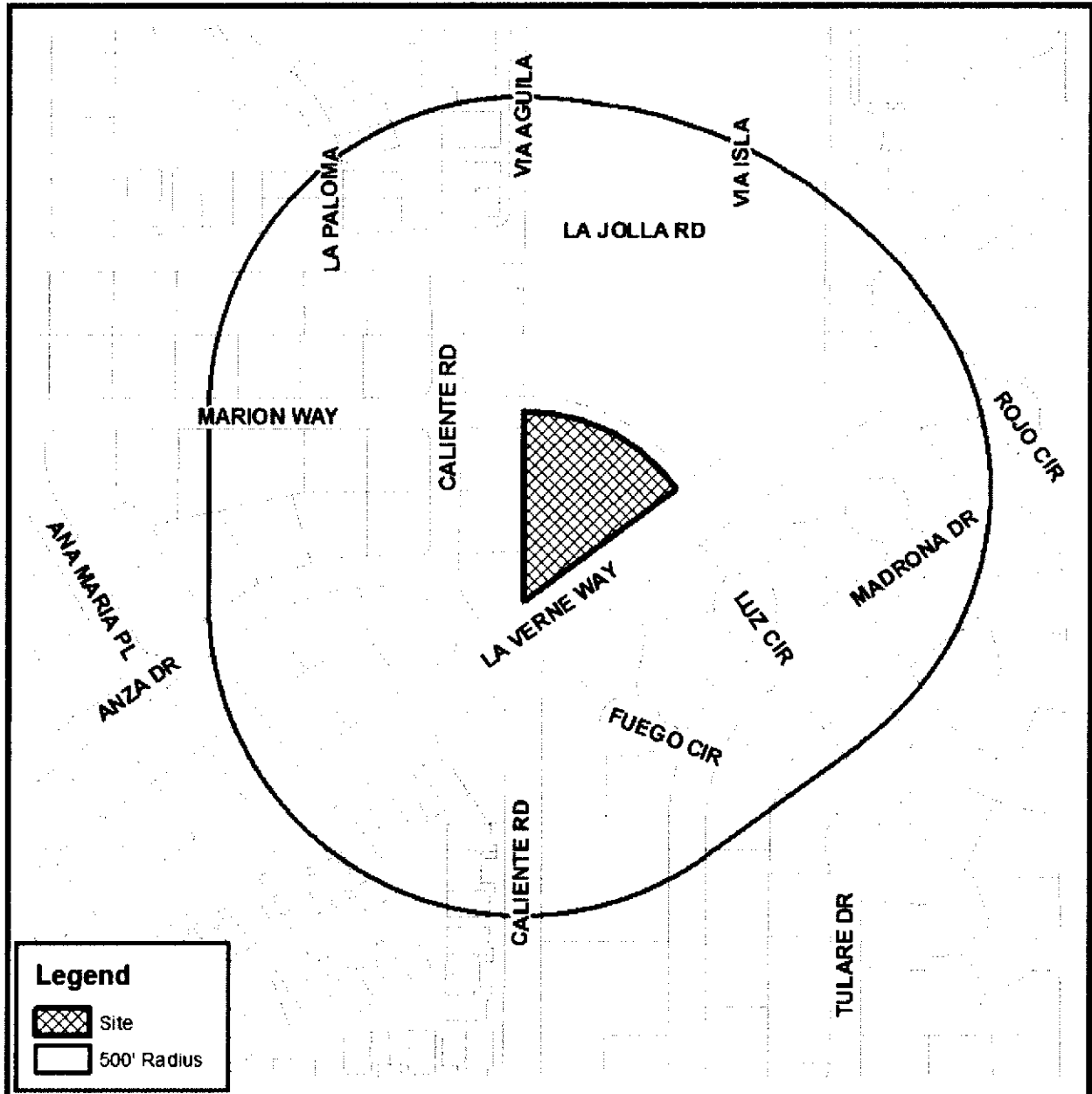
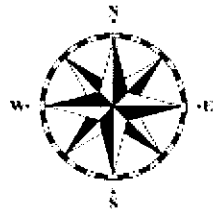
Date received for filing at OPR: \_\_\_\_\_





# **ATTACHMENT 2**



# Department of Public Works and Engineering Vicinity Map



**Legend**

-  Site
-  500' Radius

CITY OF PALM SPRINGS

# **ATTACHMENT 3**

**FIRE STATION NO. 4  
DEMOLITION & ABATEMENT  
CITY PROJECT NO. 15-25**

**BID SUMMARY**

Bid Opening: March 10, 2016

BASE BID SCHEDULE	QUANT.	UNIT	5 - m CONTRACTING	JANUS	T-3 CONTRACTORS	BRICKLEY ENVIRONMENTAL	UNLIMITED ENVIRONMENTAL		
DESCRIPTION									
The scope of work of this Lump Sum Bid Schedule comprises the demolition and abatement, including: demolition, removal and disposal of interior fixtures, partitions, cabinets and doors, carpet and tile flooring, appliances; remediation of asbestos containing materials, lead-based paint and lead containing materials, mold, insect and rodent droppings removal and decontamination in drywall, ceilings, plaster and tile walls, and pipe insulation; utility coordination, disconnecting and capping of all utilities, and all appurtenant work as identified for the <b>PS Fire Station 4 Deconstruction, as identified on Drawing Sheet No. T-1, D-1.1, D-2.1, D-2.2 of the Construction Drawings, and all other applicable General Notes, details, and associated information shown on the Drawings.</b>			1	LS	\$53,850.00	\$79,200.00	\$103,000.00	\$105,723.00	\$109,400.00

1

2

3

4

5

# **ATTACHMENT 4**

**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Janus Corporation, 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:

**FIRE STATION NO. 4  
DEMOLITION AND ABATEMENT  
CITY PROJECT NO. 15-25**

The Work comprises the demolition, removal and disposal of interior fixtures and appliances; abatement, removal and disposal ("remediation") of hazardous building materials, and any other appurtenant work at the Fire Station No. 4 located at 1300 S. La Verne Way, situated at the northwest corner of E. Marion Way and S. La Verne Way.

**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 \$79,200 (Seventy Nine Thousand Two Hundred Dollars and Zero Cents).

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 numbers 1 to 2, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

### **ARTICLE 5 -- MUTUAL OBLIGATIONS**

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.



Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, including the requirement to furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement), and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

#### **ARTICLE 6 -- PAYMENT PROCEDURES**

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

#### **ARTICLE 7 -- NOTICES**

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

#### **ARTICLE 8 -- INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder. This Article 8 incorporates the provisions of Section 7-15 "Indemnification," of the Special Provisions, which are hereby referenced and made a part hereof.

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

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: Janus Corporation, a California corporation  
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 5**



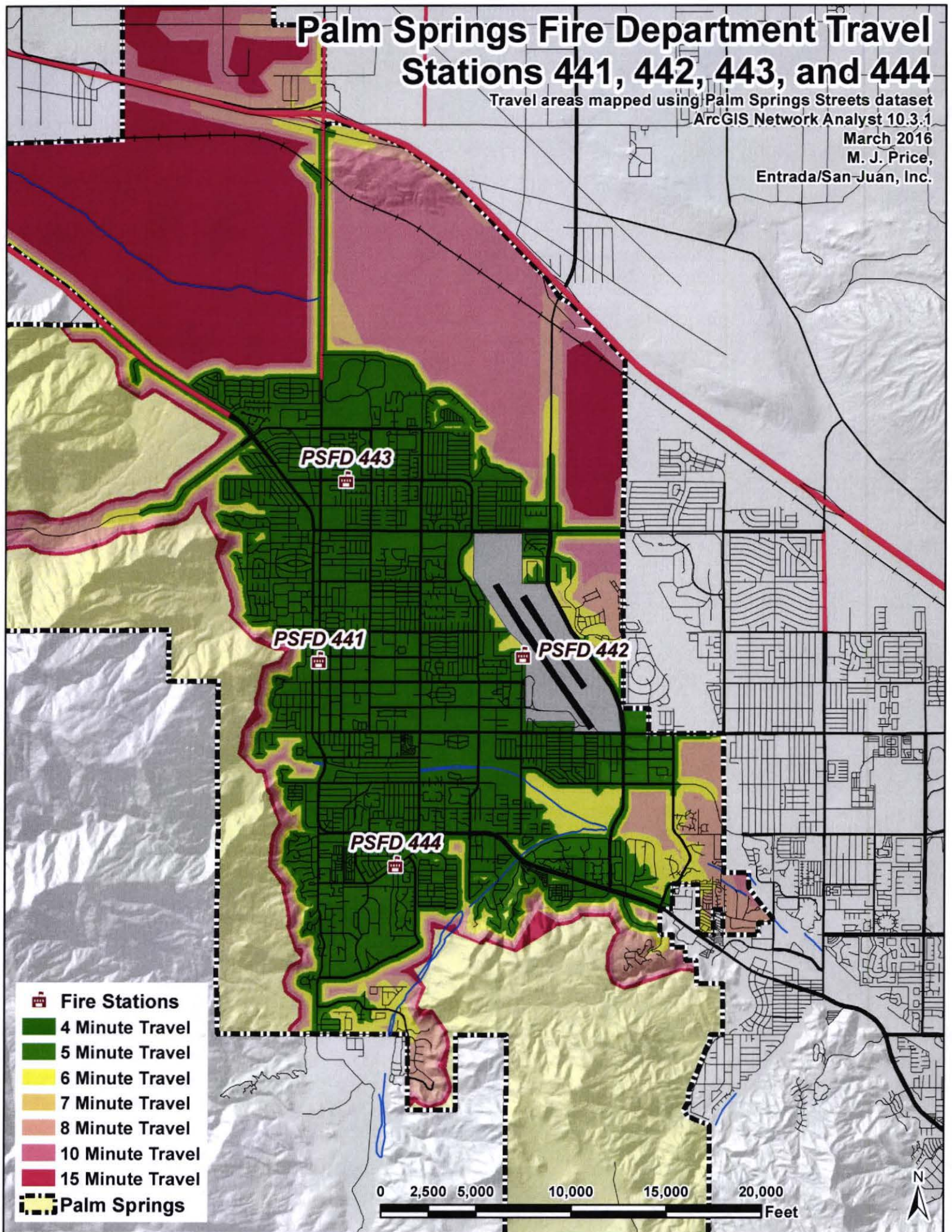
# Palm Springs Fire Department Travel Stations 441, 442, 443, and 444

Travel areas mapped using Palm Springs Streets dataset  
ArcGIS Network Analyst 10.3.1

March 2016

M. J. Price,

Entrada/San Juan, Inc.

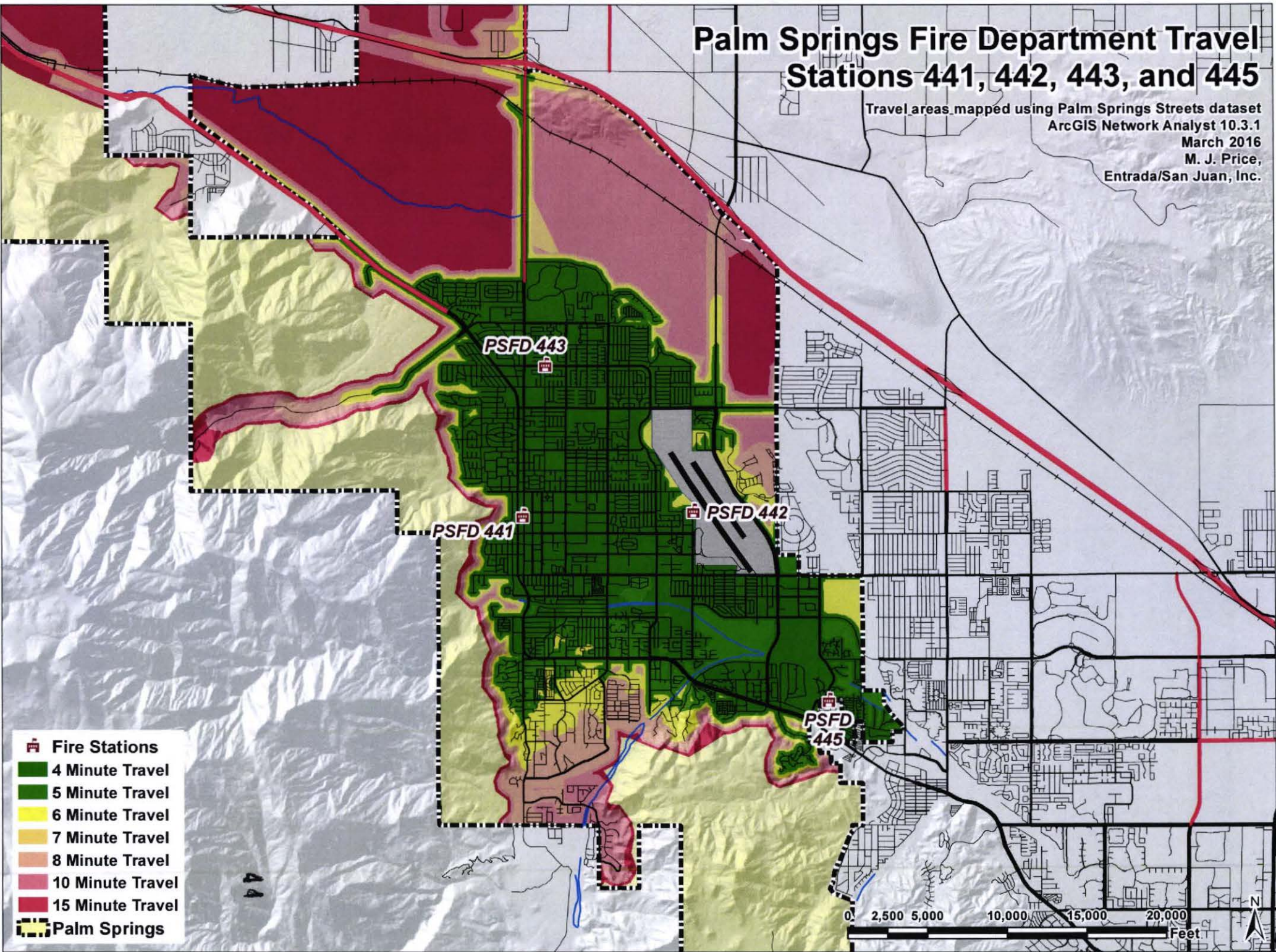


# **ATTACHMENT 6**



# Palm Springs Fire Department Travel Stations 441, 442, 443, and 445

Travel areas mapped using Palm Springs Streets dataset  
ArcGIS Network Analyst 10.3.1  
March 2016  
M. J. Price,  
Entrada/San Juan, Inc.



- Fire Stations
- 4 Minute Travel
- 5 Minute Travel
- 6 Minute Travel
- 7 Minute Travel
- 8 Minute Travel
- 10 Minute Travel
- 15 Minute Travel
- Palm Springs

0 2,500 5,000 10,000 15,000 20,000 Feet



# **ATTACHMENT 7**

**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:** Fire Station No. 4, Rehabilitation, City Project No. 15-25

**Project Applicant:** City of Palm Springs

**Project Location (Specific):** Fire Station No. 4 is located at 1300 S. La Verne Way, Palm Springs, CA 92262

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

**Project Location (County):** Riverside

**Project Description:** The scope of work will include: abatement, removal and disposal (remediation) of asbestos containing materials, lead-based paint and lead containing materials, mold, insect and rodent dropping removal and decontamination, and other hazardous building materials; utility coordination including disconnecting and capping of all utilities; demolition, removal, and disposal of interior drywall, plaster walls, ceilings, and pipe insulation; and the rehabilitation of the public structure.

**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 topographic features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. Therefore, the Fire Station No. 4, Demolition and Abatement, City Project No. 15-25, is considered categorically exempt from CEQA.

**Lead Agency Contact Person:** Marcus L. Fuller Area Code/Telephone/Extension: (760) 322-8380

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: 

Date: 1-26-16

Title: Asst. City Manager/ City Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: \_\_\_\_\_