



City Council Staff Report

DATE: July 6, 2016

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO NR DEVELOPMENT, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$39,500 FOR THE MIZELL SENIOR CENTER SHADE CANOPY, CITY PROJECT NO. 15-12

FROM: David H. Ready, City Manager

BY: Engineering Services Department

SUMMARY

At the May 20, 2015, City Council meeting, the City Council took action to reject the bids received for the Mizell Senior Center Shade Structure, City Project No. 15-12. Subsequently, staff prepared construction documents (plans and specifications) of a new fabric shade canopy for the Mizell Senior Center and solicited rebidding pursuant to Palm Springs Municipal Code Chapter 7.03.030; the fabric shade canopy was estimated to cost less than \$100,000 and the City Council was not required to review and approve the release for new bids. Award of this contract will allow the City to proceed with installation of a new fabric shade canopy for the Mizell Senior Center Shade Canopy, City Project No. 15-12, (the "Project").

RECOMMENDATION:

1. Appropriate \$25,000 from the remaining balance of the Measure J Fund contingency for the Mizell Senior Center Shade Canopy, City Project No. 15-12;
2. Award a construction contract (Agreement No. ____) to NR Development, Inc., a California corporation, in the amount of \$39,500 for the Rebid Mizell Senior Center Shade Canopy, City Project No. 15-12; and
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The original construction drawings prepared for the Mizell Senior Center comprised of a decorative steel shade structure with reinforced concrete foundations, concrete improvement, electrical, lighting and a display case. Although the preliminary estimate for the original steel and concrete shade structure was \$40,000 the City received two

ITEM NO. 211

bids with the lowest bid of \$81,548. Therefore, staff recommended the City Council to reject the bids received and suspend the Mizell Senior Center Shade Structure, City Project No. 15-12 and authorize rebidding at a later date. A copy of the May 20, 2015, City Council staff report is included as **Attachment 1**.

An aerial map of the site is identified in Figure 1, and a vicinity map is included as **Attachment 2**.

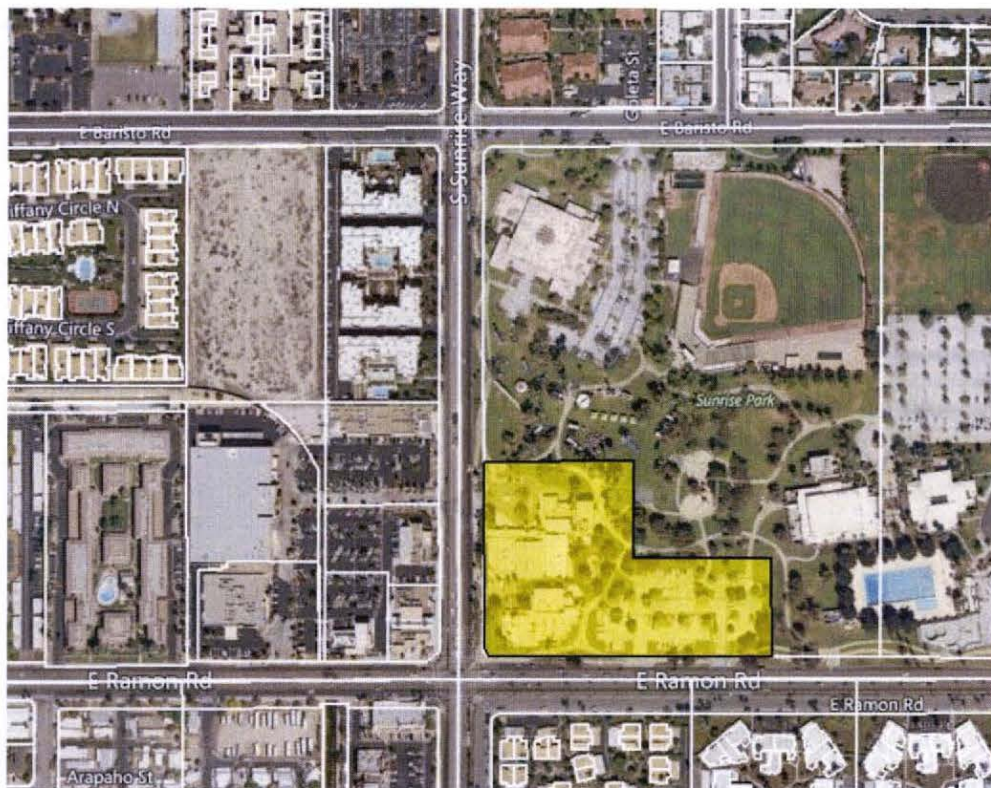


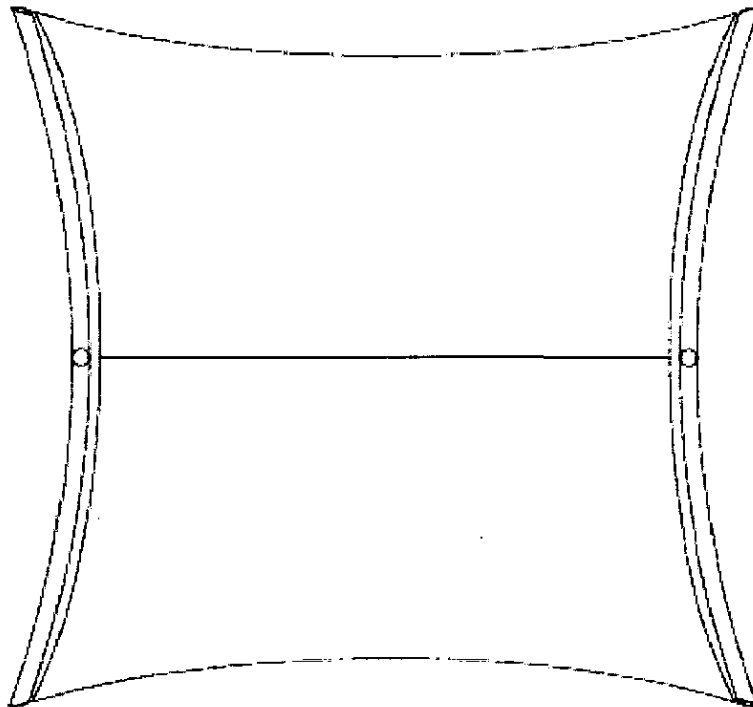
Figure 1

In late 2015, the Engineering Services Department reviewed the option of installing a fabric shade canopy similar to the shade canopy at the Demuth Park Community Center Garden (“Community Garden”) as an alternative to the decorative steel shade structure. The fabric shade canopy installation at the Community Garden provides sufficient shade, is very cost competitive and is aesthetically pleasing. The fabric shade canopy at the Community Garden is a Sunbird 1 Shade Canopy manufactured by Tensile Shade Products, LLC. Structural calculations and footing designs were prepared for the Sunbird 1 Shade Canopy and approved by the City’s Building Department. As a result, the opportunity to reuse this structural information was a cost savings for the Project.

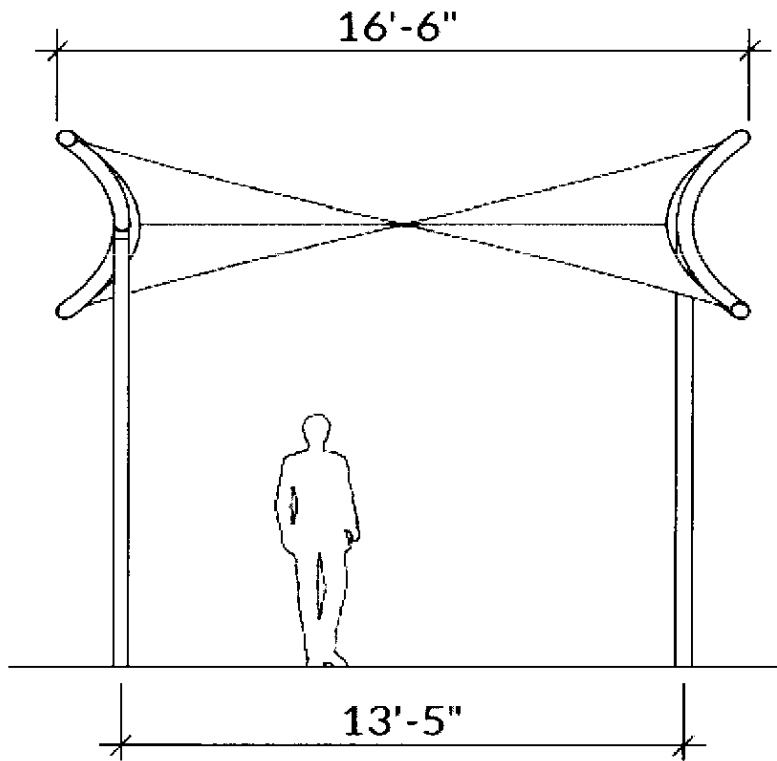
On November 19, 2015, staff prepared a presentation for the Measure J Commission meeting demonstrating a possible alternative of a fabric shade canopy installation for the Mizell Senior Center. The presentation provided a brief overview of the site, reconfirmed structure location (near the main entry), and showed illustrations of a proposed fabric shade canopy structure. Furthermore, staff described the scope of work of a new Sunbird 1 Shade Canopy manufactured by Tensile Shade Products, LLC.

The scope of work includes the fabrication and installation; a 16'-6" (L) x 15'-6" (W) x 12'-9" (H) fabric shade canopy including footings, powder coating shade canopy structure posts and railings, modifying existing landscape and irrigation, reconstructing existing portland cement concrete pavement and retaining curb, removal and resetting existing decorative pavers, relocating existing bicycle rack (surface mounted), installing new concrete bench, and all appurtenant work.

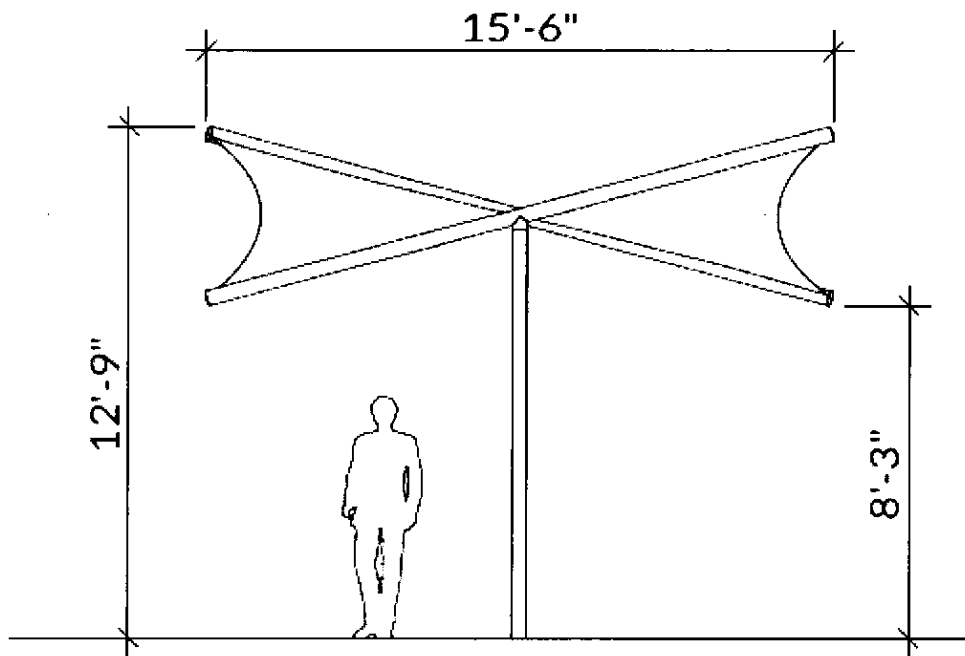
A few graphical representations and sample site pictures are displayed below for reference.



Plan View



Elevation View



Side View



Picture 1



Picture 2

The construction documents for rebidding the Mizell Senior Center Shade Canopy, City Project No. 15-12, were prepared by the Engineering Services Department. The project has also been reviewed by the City's Planning Services Department under its Minor Architectural Application Review procedures, and the Planning Services Department

has determined the architectural changes to the Mizell Senior Center are appropriate and have issued approval through Case No. 3.0486.

State prevailing wage laws were into effect January 1, 2015, and changes to the proposed fabric shade canopy structure design required the City to prepare formal plans and bid specifications for a new bid solicitation. The City's Municipal Code Chapter 7.03.030 regulates public bidding for a public works project estimated at less than \$100,000 which identifies "informal bidding" procedures where the City Council is not required to review and approve the release for bids.

On May 5, 2016, the Notice Inviting Bids was released to the general contracting community and was published in the Desert Sun on May 7 and 14, 2016, in accordance with the City's bidding procedures. On June 9, 2016, the Procurement and Contracting Division only received one construction bid from the following contractor:

Company	Location	Bid Amount
NR Development, Inc.	Duarte, CA	\$39,500.00

The engineer's estimate was \$35,000.

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 NR Development, Inc., and the listed subcontractors, are registered with the DIR, and are appropriately licensed.

NR Development, Inc., of Duarte, 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 NR Development, 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. NR Development, Inc., 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 15303 "New Construction or Conversion of Small Structures," Class 3 projects consist of construction and location of limited numbers of new, small facilities or structures such as electrical, and other utility extensions, as well as, accessory (appurtenant) structures, therefore, the Mizell Senior Center Shade Canopy, City Project. No. 15-12, 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 4**.

FISCAL IMPACT:

As part of the 2013/2014 fiscal year budget, the City Council originally appropriated a budget of \$25,000 from the Measure J Capital Project Fund for a new shade structure at the Mizell Senior Center. After deducting incurred expenses associated with the original and second bidding processes, a balance of \$19,264 is currently available for the Project in the Measure J Capital Project Fund (Fund 260) in Account No. 260-4500-59428.

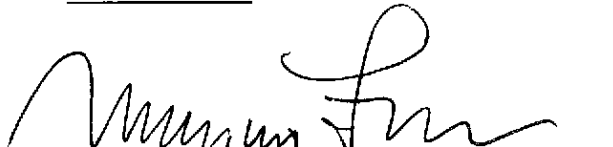
As of June 30, 2016, the Measure J Capital Project Fund has a balance of \$153,446 in its contingency, representing unused and left-over remaining funds from other Measure J capital projects. Staff recommends that the City Council appropriate \$25,000 from the remaining contingency as additional budget for the Project in Account No. 260-4500-59428. On the basis of this additional appropriation, the Project budget and estimated expenditures are identified in Table 1.

Table of Project Costs	Amount
FY13/14 Measure J Fund	\$25,000
FY15/16 Measure J Fund (Additional Budget)	\$25,000
Design Services	(\$2,900)
Project Administration (through 6/21/16)	(\$2,836)
Project Administration (Estimated)	(\$500)
Construction Management	(\$2,500)
Construction Contract	(\$39,500)
Construction Contingency	(\$0)
Remaining Budget	\$1,764


Table 1

With the City Council's approval of an additional appropriation of \$25,000 from the Measure J Capital Fund contingency, sufficient funding will be available to award the construction contract in the amount of \$39,500 in the Measure J Fund, Account No. 260-4500-59428.

SUBMITTED:



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



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

Attachments:

1. Staff Report, May 20, 2015
2. Vicinity Map
3. Construction Contract
4. Notice of Exemption

ATTACHMENT 1



City Council Staff Report

DATE: May 20, 2015

CONSENT CALENDAR

SUBJECT: REJECT ALL BIDS RECEIVED FOR THE MIZELL SENIOR CENTER SHADE STRUCTURE, CITY PROJECT NO. 15-12

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

This action will reject all bids received on April 23, 2015, for the Mizell Senior Center Shade Structure, City Project No. 15-12.

RECOMMENDATION:

1. Reject the bids received on April 23, 2015, from D.W. Johnston and Trio Construction Group for the Mizell Senior Center Shade Structure, City Project No. 15-12; and
2. Suspend the Mizell Senior Center Shade Structure, City Project No. 15-12, and authorize re-bidding at the time additional funding is appropriated as part of the Measure J Capital Project Fund.

STAFF ANALYSIS:

On October 2, 2013, the City Council approved appropriations for certain projects and program funding for the Fiscal Year 2013/14 Measure J capital project budget; included with the appropriations was a \$25,000 request to construct a new shade structure at the Mizell Senior Center. The new shade structure is proposed on the east side of the Senior Center near the main entry, and is intended to offer a convenient shaded area for patrons to wait for transportation.

The architectural drawings for the shade structure were voluntarily prepared by Council Member Chris Mills of Prest-Vuksic Architects; relevant sheets from the construction drawings showing the shade structure are included as **Attachment 1**. The original construction estimate was \$40,000; therefore, in accordance with Title 7 (Procurement and Contracting) of the Palm Springs Municipal Code, as the project was estimated at less than \$100,000, the City Council was not required to approve the plans and specifications, and to authorize bidding.

Staff prepared project specifications and the construction documents for advertisement and bidding for the Mizell Senior Center Shade Structure, City Project No. 15-12, (the "Project"). The Project was advertised for bidding in *The Desert Sun* on March 14 and 21, 2015, and subsequently, on April 23, 2015, the Procurement and Contracting Division received two construction bids from the following contractors:

Company	Location	Bid Amount
DW Johnson NON RESPONSIVE	Palm Springs, CA	\$81,548
Trio Construction Group	Costa Mesa, CA	\$118,000

The lowest bid received from DW Johnson did not include a Bid Bond (Bid Security), which is a mandatory requirement in the project specifications, and is required pursuant to Title 7 of the PSMC. Any public project with a value greater than \$25,000 requires Bidder's Security; in this case, as the project was estimated to cost less than \$100,000, Chapter 7.03.030(c) "Bidder's Security/Failure to Sign Contract," applies, and states:

Bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within the ten days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract the city council may award the contract to the next lowest responsible bidder.

In the case of public projects with a value greater than \$100,000, Chapter 7.03.040(e) "Bidder's Security for Public Projects Contracts – Bidder's Security/Failure to Sign Contract," of the PSMC applies, and similarly states:

Bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of the award; however, the lowest responsive and responsible bidder shall forfeit all or part of his security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract the council may award the contract to the next lowest responsible bidder.

On the basis that Bid Security is a mandatory requirement, the lowest bidder's failure to furnish Bid Security requires the City to the bid as non-responsive, and subject to rejection. Therefore, the remaining bid submitted by Trio Construction Group is the

lowest responsive bid. However, as the project was originally estimated at less than \$100,000 and was bid under the requirements of Chapter 7.03.030 of the PSMC, and the one responsive bid received is in excess of \$100,000, staff is recommending that the City Council reject all bids received. Specifically, the City Council is limited in awarding a contract in this circumstance pursuant to Chapter 7.03.030(i) "Bids in Excess of Statutory Amount," which states:

If all bids received are in excess of one hundred thousand dollars, the city council may, by passage of a resolution by a four-fifths vote, award the contract at up to one hundred and five thousand dollars to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.

In this case, the lowest bid received is \$118,000 and the City Council is prevented from awarding a contract given the limitation imposed by the PSMC. Thus, staff recommends that the City Council reject all of the bids received.

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 15303 "New Construction or Conversion of Small Structures," Class 3 projects consist of construction and location of limited numbers of new, small facilities or structures, including accessory (appurtenant) structures including patios; therefore, the Mizell Senior Center Shade Structure, City Project No. 15-12, 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 2**.

FISCAL IMPACT:

A total of \$25,000 was previously budgeted by the City Council from the Measure J Fund (Fund 260) for the Project in Measure J Account 260-4500-59428; the single responsive bid received is \$118,000. Currently, the remaining budget is \$21,000 requiring at least \$97,000 additional budget to facilitate construction of the Project. Staff has reviewed the current expenditure report of the Measure J Capital Project Fund (included as **Attachment 3**), and identified various capital projects that have had no activity (not initiated), or have been completed or are nearing completion and have budget that could be made available for other projects, identified as:

- Library Planning (no activity/inactive); 260-4500-59436 – \$125,294

- Veteran's Memorial (no activity/inactive); 260-4500-59443 - \$12,960
- Repave Police Parking Lot (completed); 260-4500-59448 - \$30,026
- Repair Gym Floor Pavilion (completed); 260-4500-59457 - \$6,402
- City Hall Parking Lot (completed); 260-4500-59460 - \$58,930
- Tahquitz Median (in construction); 260-4500-59461 - \$96,466

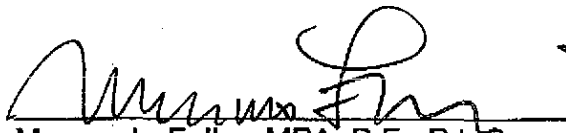
There is the potential budget of \$330,078 available from these various Measure J capital projects. A review of the upcoming Fiscal Year 15/16 Measure J Capital Project Fund has determined that the entire budget has previously been programmed for various capital projects, and there is no discretionary budget available as additional budget for existing projects, unless otherwise reprogrammed by the City Council.

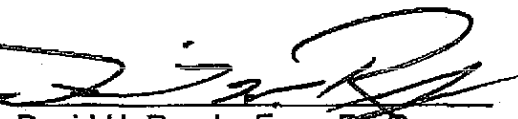
Given the significantly higher cost of the Project, at this time staff recommends that the Project be postponed and suspended until such time as additional funding is programmed.

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

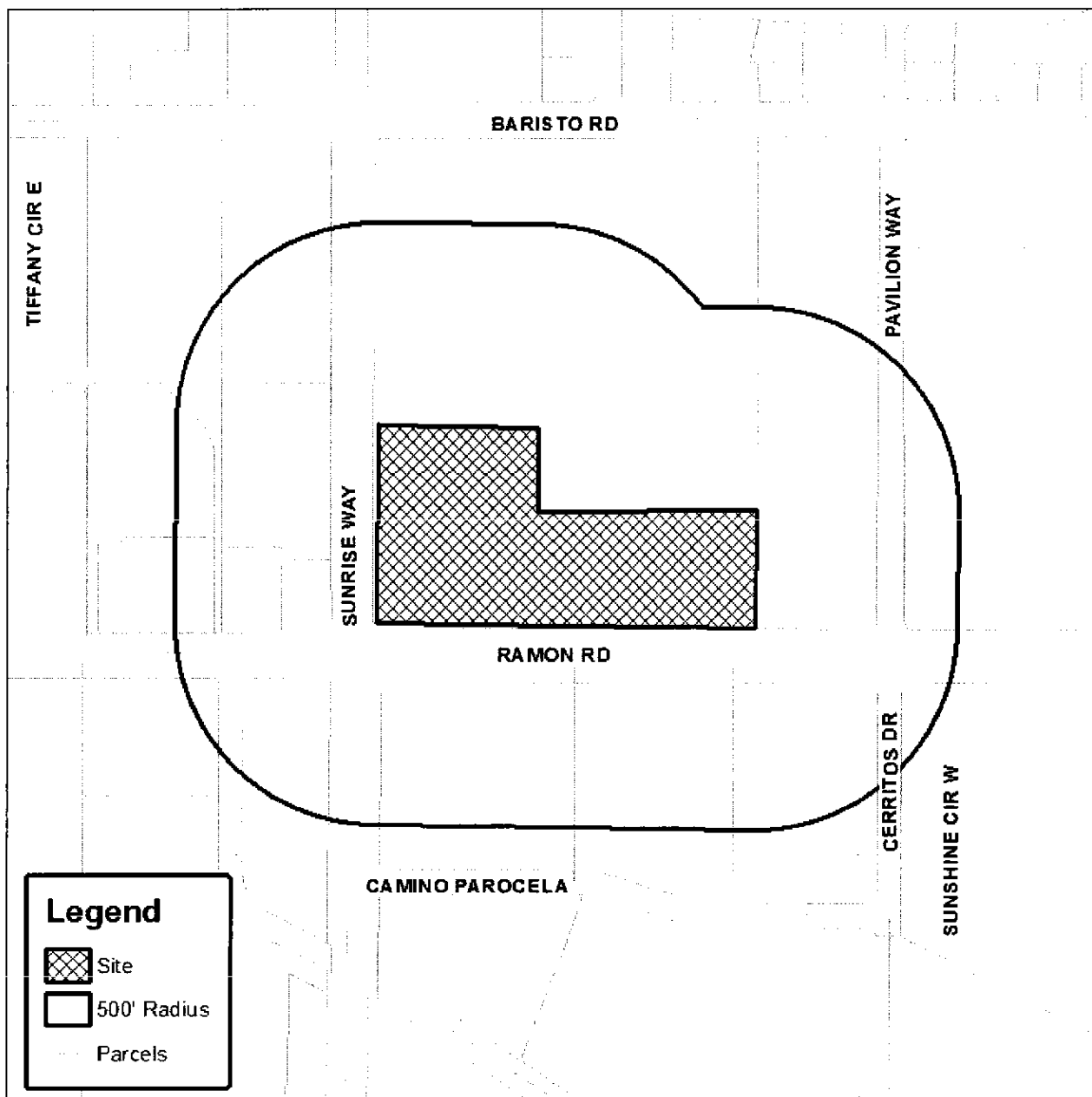
Attachments:

1. Construction Drawings
2. CEQA Notice of Exemption
3. Measure J Capital Fund Expenditure Report

ATTACHMENT 2



Department of Public Works and Engineering Vicinity Map



CITY OF PALM SPRINGS

ATTACHMENT 3

**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 NR Development, 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:

**REBID MIZELL SENIOR CENTER SHADE CANOPY
CITY PROJECT NO. 15-12**

The Work involves the fabrication and installation of a new Sunbird 1 Shade Canopy manufactured by Tensile Shade Products, LLC (or approved equal) including footings and all other appurtenant work. The new fabric shade canopy shall be installed at the Mizell Senior Center located at 480 S. Sunrise 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 \$39,500.

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 numbers 0 to 0, 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

Contractor represents and agrees that it shall not discriminate against any subcontractor, consultant, employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, physical or mental disability, or medical condition. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, physical or mental disability, or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or 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: NR Development, Inc., 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 4

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: Rebid Mizell Senior Center Shade Canopy, City Project No. 15-12

Project Applicant: City of Palm Springs

Project Location (Specific): Mizell Senior Center, located at 480 S. Sunrise Way

Project Location (City): City of Palm Springs

Project Location (County): Riverside

Project Description: The scope of work includes the fabrication and installation of a new Sunbird 1 Shade Canopy (or approved equal) at the Mizell Senior Center. The scope of work comprises of a 16'-6"(L) x 15'-6"(W) x 12'-9"(H) fabric shade canopy including footings, powder coating structure posts and railings, modifying existing landscape and irrigation, reconstructing existing portland cement concrete pavement and retaining curb, removal and resetting existing decorative pavers, relocating existing bicycle rack (surface mounted), installing new concrete bench, 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: 15303 Class 3 (e) – New Construction
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 3 consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, therefore, the Rebid Mizell Senior Center Shade Canopy, City Project No. 15-12, 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: 6/21/16

Title: Assistant 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: _____