



City Council Staff Report

Date: March 25, 2009 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE BASKETBALL AND TENNIS COURT RESURFACING, CITY PROJECT 08-24

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Parks and Recreation Department budgeted a maintenance project to remove the existing basketball and tennis court surfaces and apply new surfacing and striping, at various parks. Award of this contract will allow staff to proceed with this project.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$38,500.00 with California Surfacing for Bid Schedules A, B, and C, for the Basketball and Tennis Court Resurfacing, City Project 08-24;" and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Parks and Recreation Department included a capital improvement project in its 2008/2009 fiscal year budget to implement repairs to the basketball court at Ruth Hardy Park, the basketball court at Sunrise Park, and four tennis courts at Demuth Park. The existing court surfacing has deteriorated, and the underlying surface has cracked, requiring repairs. This project will remove the existing court surfacing, install crack-filler and sealing, and apply new court surfacing and striping.

The specifications were prepared by Department staff, and on December 18 and 25, 2008, the project was advertised for bids, and at 2:00 p.m. on January 20, 2009, the Procurement and Contracting Division received construction bids from the following contractor:

1. California Surfacing; Claremont, CA; Bid: \$38,500

ITEM NO. 2.J.

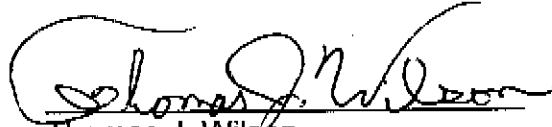
The Park and Recreation Department budgeted \$50,000 for this project. The company is sole proprietorship owned by Richard Hottel.

FISCAL IMPACT:

Funding for this project is budgeted in the Measure Y account 261-2494-51551 (Tennis/Basketball Courts).



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager


David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

ATTACHMENT 1
AGREEMENT

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200____, 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 **California Surfacing**, hereinafter designated as the Contractor.

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

ARTICLE 1 -- THE WORK

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

BASKETBALL AND TENNIS COURT RESURFACING CITY PROJECT NO. 08-24

The Work is generally described as follows:

The complete resurfacing of one (1) basketball court located at Ruth Hardy Park, one (1) basketball court located at Sunrise Park and four (4) tennis courts located at Demuth Park in the City of Palm Springs, as identified in the Appendix; miscellaneous repairs and improvements as identified in the project specifications; complete basketball and tennis court re-stripping; net post replacement and painting, center strap-holder replacement; and all appurtenant work.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

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

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum of **\$690** 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 \$38,500.00 Bid Schedules A, B and C

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

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 01 to 01, inclusive, and all Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- PAYMENT PROCEDURES

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

ARTICLE 6 -- NOTICES

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

ARTICLE 7 -- MISCELLANEOUS

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

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

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

ATTEST:
CITY OF PALM SPRINGS,
CALIFORNIA

By _____
City Clerk

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

CONTENTS APPROVED:

By _____
City Engineer

Date _____

By _____
City Manager

Date _____

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

CONTRACTOR: Name: California Surfacing Check one: Individual Partnership Corporation
Address: 4457 Oak Lane
Claremont, CA 91711-2130

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

State of _____
County of _____ 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.

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

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WITNESS my hand and official seal.

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Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: