



City Council Staff Report

Date: July 21, 2010

CONSENT CALENDAR

Subject: WASTEWATER TREATMENT PLANT PERIMETER FENCE, CITY PROJECT 08-11

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The existing perimeter fence and security system for the wastewater treatment plant ("WWTP"), consists of a chain link fence which has become overgrown with landscape and does not provide the security necessary for this type of facility. A new perimeter fence and security access gate project to improve the overall security of the WWTP has been identified as a Priority 1 project, and is essential to ensuring the WWTP is a secured facility. Approval of the requested actions will allow staff to proceed with this important capital project for the WWTP.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$324,839.03 with Moore Fence Company, Inc., for the Wastewater Treatment Plant Perimeter Fence, City Project 08-11; and
- 2) Authorize the City Manager to execute all necessary documents; and
- 3) Authorize the Director of Public Works/City Engineer to issue a Notice to Proceed for Veolia West Operating Services, Inc., in the amount of \$43,056.48 for construction administration and inspection of the Wastewater Treatment Plant Perimeter Fence, City Project 08-11.

STAFF ANALYSIS:

The existing perimeter fence and security system for the WWTP consists of a chain link fence which has become overgrown with landscape and does not provide the security necessary for this type of facility. A new perimeter fence and security access gate project to improve the overall security of the WWTP has been identified as a Priority 1 project, and is essential to ensuring the WWTP is a secured facility.

ITEM NO. 8.6.

In coordination with Veolia, the City's WWTP operator, the City retained Randy Purnel Landscape Architect ("RPLA") to prepare the plans and specifications for this project. On July 21, 2008, the AAC considered the original perimeter security fence plans prepared by RPLA, and the AAC generally preferred the look of an "Omega" steel wire fence as opposed to a standard wrought iron picket fence. The AAC approved the preliminary plans, with a request to restudy the perimeter of the WWTP along Gene Autry Trail, requesting the plans to include additional perimeter landscaping in addition to the new security fencing.

On August 11, 2008, staff presented the AAC with a revised perimeter security fence plan for the Gene Autry Trail frontage, showing set-back of the perimeter fence by approximately 7 feet from the edge of pavement, with an additional 2'-6" bench behind the fence for additional landscaping area. New landscaping of the entire fill slope down into the percolation basin is proposed as part of this project. A mixture of desert landscape shrubs (century plant, feathery cassia, brittlebush, red yucca, lantana, and Texas ranger), and 12 new shoestring acacia trees are proposed in this area. The AAC approved the revised perimeter security fence plan for the Gene Autry Trail frontage at its August 11, 2008, meeting.

The plans call for removal of all existing chain link fencing along the perimeter of the WWTP and the Tahquitz Creek golf course, however, the new fencing will be installed in a way where the existing landscaping will be protected in place, to maintain the landscape buffer between Demuth Park and the WWTP. A new 8' high Omega fence (steel wire fence) will be installed as part of this project.

The only portion of the WWTP to have new chain link fencing installed as part of this project is internal to the WWTP, extending from the end of Vella Road across the vacant WWTP land, south of the new Household Hazardous Waste Facility, and connecting into the perimeter block wall at the east side of the WWTP, adjacent to the commercial center located on Gene Autry Trail, south of the SCE substation. Installation of chain link fencing in this area is recommended, as ultimate plans for this vacant area of the WWTP are unknown, and the fencing may need to be removed as part of a future project in that area.

The City's operating agreement with Veolia for the WWTP allows Veolia to propose on all capital projects at the WWTP; however, staff recommended that the City solicit bids through its normal procurement process for this project given the relatively simple scope of the project, and the currently competitive bidding environment whereby the lowest bids are possible. However, Veolia has submitted a proposal to administer and coordinate construction of this project, given the fact that the scope of this project does include installation of security cameras and other sensitive equipment within the WWTP itself, and that two other WWTP capital projects will be under construction at the same time as this project commences construction. Staff agrees that Veolia should

coordinate the construction phase of this project, and recommends approval of Veolia's proposal.

The plans and specifications were prepared by the RPLA, and on April 21, 2010, the City Council approved the plans and specifications and authorized construction bidding. On May 15 and 22, 2010, the project was advertised for bids, and at 3:00 p.m. on June 29, 2010, the Procurement and Contracting Division received construction bids from the following contractors:

1. Moore Fence Company, Inc.; Perris, CA; \$324,839.03
2. Nick Champi Enterprises, Inc.; Hanford, CA; \$338,003.60
3. Harris Steel Fence Co., Inc.; Los Angeles, CA; \$398,267.76
4. FenceCorp, Inc.; Riverside, CA; \$444,327.00
5. Lightning Fence Co., Inc.; Poway, CA; \$460,700.00
6. G&M Construction; Palm Springs, CA; \$487,519.00
7. APW Construction, Inc.; La Puente, CA; \$568,523.00

As seen above, the City benefitted by pursuing a normal public bid process on this WWTP project, and obtained very competitive bids below the project's estimate of \$600,000.

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; submission of good faith efforts is required. Of the 7 bids received, one is from a prime contractor located within the Coachella Valley. The low bidder, Moore Fence Company, has listed two local firms as subcontractors performing a total of 18% of the work (Archuleta Concrete in Bermuda Dunes, and Sierra Landscape in Palm Desert). Therefore, it is staff's determination that the prime contractor has demonstrated compliance with the Local Business Preference Program.

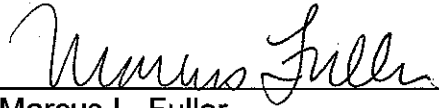
The company is a California corporation, and its principal officer is Garry Thompson who acts as all corporate officers of the firm.

FISCAL IMPACT:

Funding for this project is made available through Wastewater funds in account 1420-6800-57025 (Security Fencing). No local miscellaneous General Funds are being used for this project.

SUBMITTED:

Prepared by:



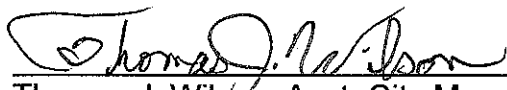
Marcus L. Fuller
Assistant Director of Public Works

Recommended by:

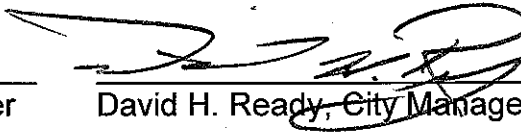


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Agreement

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010, 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 Moore Fence Company, Inc., dba Moore Fence & Installation 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:

WASTEWATER TREATMENT PLANT PERIMETER FENCE CITY PROJECT NO. 08-11

The Work comprises the installation of security camera and electrical system; removal of existing chain link fencing and gates; construction of new 8' Omega metal fence and gates; construction of new 6' chain link fence; removal of existing landscaping; installation of new landscaping and irrigation system; 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 **\$2,250** 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 \$324,839.03

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 04, 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

APPROVED BY THE CITY COUNCIL:

Date _____

By _____
City Clerk

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: Moore Fence Company, Inc. Check one: Individual Partnership Corporation
Address: 280 E. 1st Street
Perris, CA 92570

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: