



## City Council Staff Report

Date: September 4, 2013 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR FRANCES STEVENS PARK BUILDING  
COURTYARD AND PARKING LOT (CITY PROJECT 13-01)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

---

### SUMMARY

Award of this contract will allow staff to proceed with construction of the landscaping and irrigation improvements necessary to repair the area that suffered storm damage last year.

### RECOMMENDATION:

1. Approve Agreement No. \_\_\_\_\_ in the amount of \$78,845 with Golden Valley Construction, Inc., for the Frances Stevens Park Building Courtyard and Parking Lot, City Project No. 13-01; and
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

In 2012 a large windstorm toppled many trees in Palm Springs. Included were about 10 large trees in the courtyard area of Frances Stevens Park, just west of the Indian Canyon Way parking lot. Many shrubs were also destroyed and when the trees came down the roots tore up and destroyed many of the irrigation lines. Staff has received approval from the Architectural Advisory Committee (AAC) and the Historic Site Preservation Board (HSPB) for replacement of the landscaping design similar to what previously existed. Staff contracted with Ron Gregory & Associates (RGA) to prepare plans, specifications and estimate for the work. Staff included this estimate cost in its claim submitted to Travelers Insurance Company.

On June 19, 2013, Council approved and adopted the plans & specifications and authorized staff to advertise and solicit bids for the construction work.

On June 29 and July 6, 2013, the project was advertised for bids and at 3:00 P.M. on July 30, 2013, the Procurement and Contracting Division received construction bids from the following contractors:

- |   |           |
|---|-----------|
| 1. Golden Valley Construction, Inc., Palm Springs, CA | \$ 78,745 |
| 2. Earth Sculptures, Inc., Indio, CA                  | \$ 98,276 |

The engineer's estimate was \$90,245.

FISCAL IMPACT:

Sufficient funds are available in the Risk Fund, account number 540-5904-43098 and 001-4171-43200.

SUBMITTED:

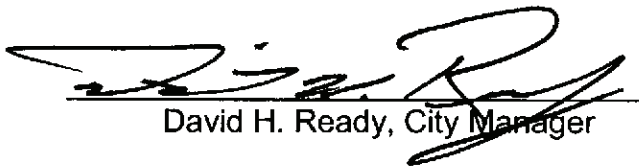
Submitted by:



---

David J. Barakian  
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

Attachments:

1. Agreement

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 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 Golden Valley Construction, 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:

#### **FRANCES STEVENS PARK BUILDING COURTYARD AND PARKING LOT CITY PROJECT NO. 13-01**

The Work is generally described as follows:

**Landscape and parking lot improvements to the courtyard and adjacent parking lot of the Frances Stevens Park Building, facing North Indian Canyon Drive, in the City of Palm Springs, CA.**

### 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 \$700 for each calendar day that expires after the time specified in Article 2, herein.

### **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 and Bid Schedule(s).

### **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, Federal Labor Standards Provisions, Federal Rates of Prevailing Wages, 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 \_\_\_\_\_ to \_\_\_\_\_, 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 Caltrans Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and 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:**

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

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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: \_\_\_\_\_

Check one:  Individual  Partnership  
 Corporation

Address: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

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: