



## City Council Staff Report

DATE: January 13, 2016

CONSENT CALENDAR

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO PRECISION GARAGE DOORS AND GATES, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$40,725 FOR THE FIRE STATION NO. 2 APPARATUS DOOR REPLACEMENT, CITY PROJECT NO 15-08

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

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### SUMMARY

Award of this contract will allow the City to proceed with replacement of the existing apparatus bay doors at Fire Station No. 2, entitled the Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08.

### RECOMMENDATION:

1. Award a construction contract (Agreement No. \_\_\_\_ ) to Precision Garage Doors and Gates, Inc., a California corporation, in the amount of \$40,725 for the Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08; and
2. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The 2014/2015 fiscal year budget included an allocation of \$60,000 from the Measure J Capital Fund for a public works project to replace the existing apparatus bay doors at Fire Station No. 2, located at 300 N. El Cielo Road (the Airport Fire Station). The existing apparatus bay (or garage) doors require replacement, having been repaired numerous times in the past decade, and their metal frames and mountings are deteriorating. An aerial map of the site is identified in Figure 1, and a vicinity map is included as **Attachment 1**.



**Figure 1 – Location Map**

The scope of this public works improvement includes: removing the four existing overhead sectional door systems; furnishing and installing four new double panel 2-inch thick insulated aluminum overhead sectional door systems complete with new electric motor operators, aluminum alloy stiles and rails, aluminum panels (matching the existing exterior finish), section seals, clear tempered glass windows, mountings, tracks, counterbalance systems, and all hardware. The Fire Department initiated the request for Measure J Capital Funds for this work, and estimated the cost to replace the doors at \$60,000. Staff has identified this public works improvement as the Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08, (the "Project").

The City's Municipal Code Chapter 7.03.030 regulating public bidding identifies a public works project estimated at less than \$100,000 as following "informal bidding" procedures where the City Council is not required to review and approve the release for bids. Accordingly, staff prepared the contract specifications for the Project and on November 16, 2015, the Notice Inviting Bids was released to the general contracting community and was published in the Desert Sun on November 19 and 26, 2015, in accordance with the City's bidding procedures.

A mandatory pre-bid meeting was scheduled on December 1, 2015, to require bidders to review the existing facility, and be familiar with the scope of the Project to understand the particular requirements with replacing the existing apparatus bay doors at Fire Station No. 2. Despite the City's traditional efforts to solicit bids for the Project pursuant to its regular procedures, on December 1, 2015, only one contractor attended the mandatory bid meeting: Patton Enterprises, Inc., dba Patton Door & Gate. Given this fact, the public bidding was originally limited to this one contractor. However, by the bid deadline of 3:00 PM on December 17, 2015, no bid was received.

At that time, staff contacted Patton Door & Gate to question why the contractor did not submit a bid, and was advised that given the time of year and with multiple projects underway, the contractor did not have sufficient time to assemble a proposal to submit a

bid. (Although the contractor could have requested an extension of the bid time, and staff would have accommodated such request, the request was not made.)

In cases where the City has followed its public bidding procedures and no bids are received, the City's Municipal Code allows staff to directly negotiate with any vendor to solicit bids for the same project. Specifically, Chapter 7.03.030(3)(d) states:

*In the event that bids or proposals for any supplies or services are solicited and not bids or proposals are received at the time and place established by the applicable bid invitation, the city manager shall have the authority to authorize the director of procurement and contracting to negotiate directly with potential vendors and enter into a contract for the provision of such supplies or services.*

On December 28, 2015, staff initiated communications directly with three vendors to solicit proposals for the Project in accordance with the original specifications, and conducted a new mandatory site visit on December 30, 2015, with these vendors. Subsequently, staff received the following proposals from the three contacted vendors:

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Overhead Door Company of The Desert	Palm Desert, CA	\$0 (Did Not Bid)
Precision Garage Doors & Gates, Inc.,	Yucca Valley, CA	\$40,725
Patton Door & Gate	Palm Springs, CA	\$62,545

Overhead Door Company chose not to submit a proposal after staff's efforts to solicit bids, and was not interested in working on the Project. However, staff was successful in receiving two competing proposals as a result of these efforts. A copy of each cost proposal is included as **Attachment 2**. It should be noted that the original bidder, Patton Door & Gate, did submit a proposal, however, its proposal is higher than the proposal submitted by Precision Garage Doors & Gates, and staff recommends that the City Council consider awarding to the lowest bidder.

***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 Precision Garage Doors and Gates, Inc., is registered with the DIR, and is appropriately licensed.

Precision Garage Doors & Gates, Inc., a California corporation, of Yucca Valley, California submitted the lowest bid. Staff reviewed the Precision Garage Doors and

Gates, Inc., bid, references, and contractor's license, and found Precision Garage Doors & Gates, Inc., to be properly licensed and qualified. A construction contract with Precision Garage Doors & Gates, 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. Staff acknowledges that Precision Garage Doors & Gates, Inc., is not considered a local business, being located outside of the Coachella Valley in Yucca Valley; however, the other bid received from Patton Door & Gate, a firm located in Palm Springs, is \$21,820 more than (or 54% over) the low bid received from Precision Garage Doors & Gates, and on that basis staff does not recommend the City Council consider awarding a contract to the local firm.

### **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 restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standard of public health and safety; therefore, the Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08, 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:**

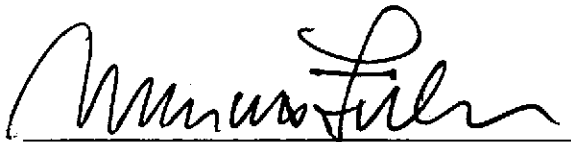
A total of \$60,000 was previously budgeted for the project through Measure J Capital Project Fund (Fund 260) in Account No. 260-4500-59470. The Project's overall budget, and incurred expenditures is identified in Table 1 on the following page.

<b>Table of Project Costs</b>	<b>Amount</b>
FY 14/15 Measure J Fund	\$60,000
Design Services	(\$0)
Project Administration (through 12/11/15)	(\$1,926)
Project Administration (Estimated)	(\$1,000)
Construction Inspection (Estimated)	(\$2,500)
Construction Contract	(\$40,725)
Construction Contingency	(\$5,000)
<b>Remaining Balance</b>	<b>\$8,849</b>

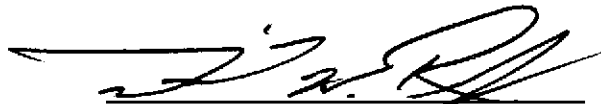
**Table 1**

Funds are currently budgeted and available to award the construction contract in the amount of \$40,725 to Precision Garage Doors and Gates, Inc., from the Measure J Capital Project Fund, Account No. 260-4500-59470.

SUBMITTED:



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



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

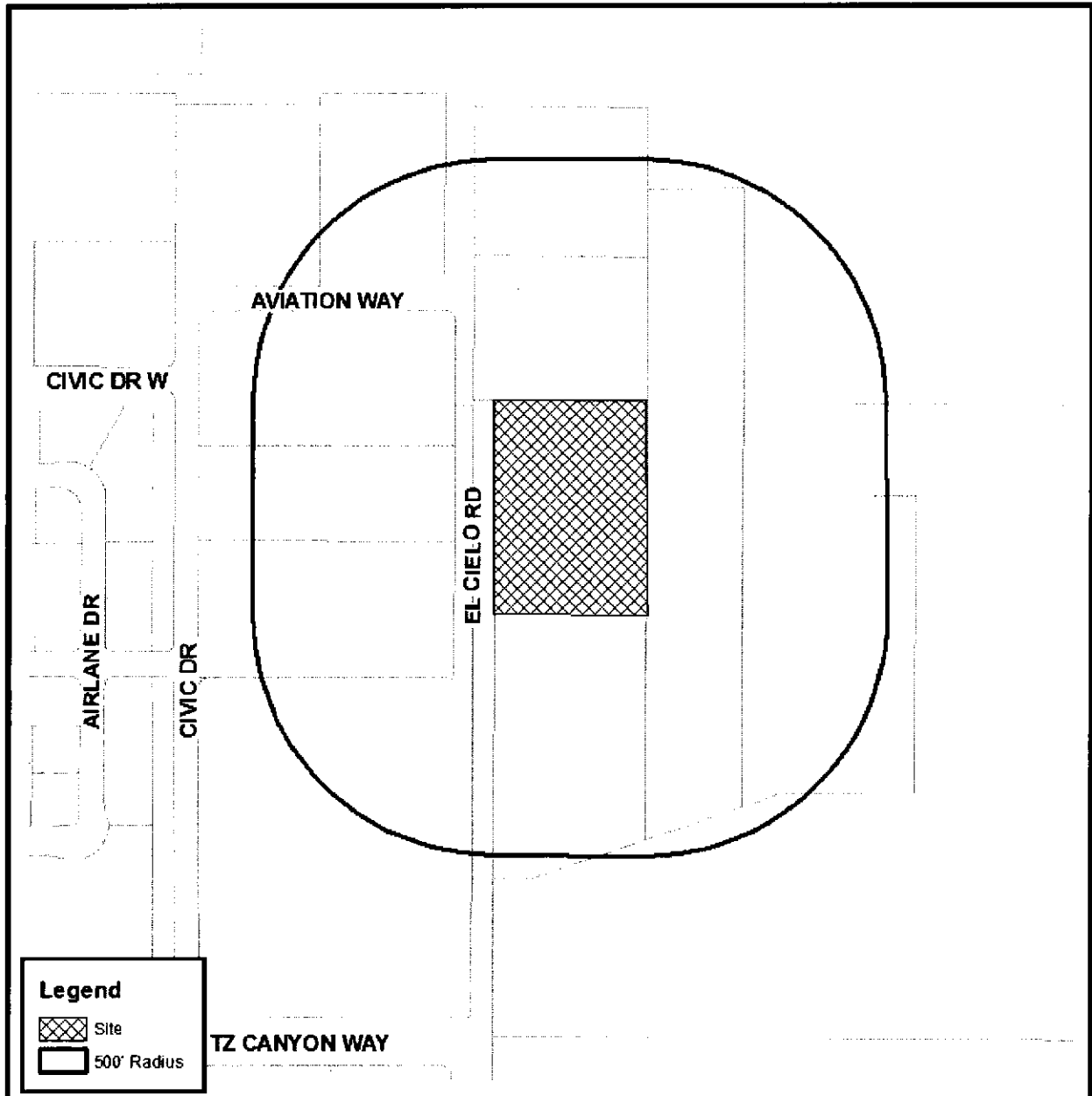
Attachments:

1. Vicinity Map
2. Cost Proposals
3. Construction Contract
4. CEQA Notice of Exemption

# **ATTACHMENT 1**



# Department of Public Works and Engineering Vicinity Map



CITY OF PALM SPRINGS

# **ATTACHMENT 2**



**PATTON ENTERPRISES, INC.**  
**DBA: PATTON DOOR & GATE**  
**680 WILLIAMS RD.**  
**PALM SPRINGS CA. 92264**  
**LICENSE #282275**

**ESTIMATE**

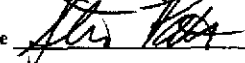
Date	Estimate #
12/28/2015	8443

Name / Address
<b>CITY OF PALM SPRINGS</b> <b>P.O. BOX 2743</b> <b>PALM SPRINGS, CA 92263</b> <b>ATTN: GIANFRANCO LAURIE</b>

Ship To
<b>FIRE STATION #2</b> <b>300 N. EL CIELO</b> <b>PALM SPRINGS, CA 92264</b> <b>APPARATUS DOOR REPLACEMENT</b>

Description	Qty	Cost	Total
<p>REMOVE AND HAUL EXISTING DOORS AND OPERATORS. FURNISH AND INSTALL THE FOLLOWING.</p> <p>DOORS            4 EACH 12'-10" X 13'-7" WAYNE DALTON MODEL 452 INSULATED ALUMINUM AND GLASS SECTIONAL OVERHEAD DOORS WITH THE FOLLOWING SPECIFICATIONS:</p> <p>2" THICK BRONZE ANODIZED INSULATED ALUMINUM FRAME AND PANELS, CLEAR INSULATED GLASS PANELS IN SECTION # 3 &amp; 4.            4 PANELS HORIZONTAL 7 PANELS VERTICAL            3" HEAVY DUTY 15" RADIUS FULL ANGLE MOUNT TRACKS.            3" HEAVY DUTY STEEL ROLLERS            10,000 CYCLE SPRINGS AND SOLID SHAFT.            REPLACEABLE FULL PERIMETER WEATHERSTRIPPING.            MILLER BOTTOM SAFETY EDGE WITH TAKE UP REEL.            WINDLOAD RATED</p> <p>PAGE 1 OF 2</p>			

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, or delays beyond our control. Prices quoted above are subject to change after 30 days from date of this estimate. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature 

Due to the volatile nature of steel and lumber prices, we must review our prices at time of contract. We will make every effort to hold prices.

<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  Signature _____ Date _____	<b>Terms</b> <b>60% Progressive Payment upon material order</b> <b>Balance upon completion</b>
	<b>Total</b>

<b>Phone #</b>	<b>Fax #</b>
760-320-0788	760-323-9553

**PATTON ENTERPRISES, INC.**  
**DBA: PATTON DOOR & GATE**  
**680 WILLIAMS RD.**  
**PALM SPRINGS CA. 92264**  
**LICENSE #282275**

**ESTIMATE**

Date	Estimate #
12/28/2015	8443

Name / Address
CITY OF PALM SPRINGS P.O. BOX 2743 PALM SPRINGS, CA 92263 ATTN: GIANFRANCO LAURIE

Ship To
FIRE STATION #2 300 N. EL CIELO PALM SPRINGS, CA 92264 APPARATUS DOOR REPLACEMENT

Description	Qty	Cost	Total
<b>OPERATORS</b> 4 EACH LIFTMASTER MODEL APT WITH BRAKE LOW PROFILE 1/2 HP 110V MOTOR 8 EACH 4 BUTTON REMOTE CONTROLS SAFETY PHOTO EYES. 3 BUTTON CONTROL STATION WITH OPEN CLOSE STOP. REATTACH TO EXISTING EMERGENCY/EARTHQUAKE CONTROLS.  TOTAL DOORS AND OPERATORS \$ 62,545.00  PRICE EXCLUDES ANY ADDITIONAL ELECTRICAL WIRING OTHER THAN REMOVAL AND REINSTALLATION OF EXISTING ELECTRICAL WIRES AND CONDUITS. PERMITS AND OR FEES.			

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, or delays beyond our control. Prices quoted above are subject to change after 30 days from date of this estimate. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature 

Due to the volatile nature of steel and lumber prices, we must review our prices at time of contract. We will make every effort to hold prices.

**ACCEPTANCE OF PROPOSAL**  
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
Date \_\_\_\_\_

Terms	
60% Progressive Payment upon material order Balance upon completion	
<b>Total</b>	<b>\$0.00</b>

<b>Phone #</b>	<b>Fax #</b>
760-320-0788	760-323-9553

# **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 Precision Garage Doors and Gates, 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:

**FIRE STATION NO. 2  
APPARATUS DOOR REPLACEMENT  
CITY PROJECT NO. 15-08**

The Work involves the replacement of the existing apparatus doors at Fire Station No. 2 located at 300 N. El Cielo Road, consisting of: removal of four (4) existing overhead sectional door system complete; furnishing and installing four (4) new double panel 2-inch thick insulated aluminum overhead sectional door system complete including, but not limited to, electric motor operators, aluminum alloy stiles and rails, aluminum panels (match existing finish), section seals, clear tempered glass windows, mountings, tracks, counterbalance system, hardware and all other 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 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 **Forty Thousand Seven Hundred and Twenty Five Dollars \$40,725**.

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**

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: Precision Garage Doors and Gates, 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:** Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08

**Project Applicant:** City of Palm Springs

**Project Location (Specific):** Fire Station No. 2 located at 300 N. El Cielo Rd., alongside Palm Springs Airport

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

**Project Location (County):** Riverside

**Project Description:** The scope of work includes the removal of four (4) existing overhead sectional door system complete; furnishing and installing four (4) new double panel 2-inch thick insulated aluminum overhead sectional door system complete including, but not limited to, electric motor operators, aluminum alloy stiles and rails, aluminum panels (match existing finish), section seals, clear tempered glass windows, mountings, tracks, counterbalance system, hardware and all other appurtenant.

**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)

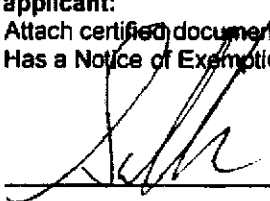
- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15301 Class 1 (d) – Existing Facilities
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, therefore, the Fire Station No. 2 Apparatus Door Replacement, City Project No. 15-08, is considered categorically exempt from CEQA.

**Lead Agency Contact Person:** Savat Khamphou Area Code/Telephone/Extension: (760) 323-8253 x8744

**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: 12/14/15

Title: Asst. City Engineer/  
Asst. Public Works Director

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: \_\_\_\_\_