

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 15

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:05pm

AGENDA BILL

For the Regular Meeting of: **February 26, 2019**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes
Arturo Cervantes

City Manager: _____

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH TIM TURNER DBA TURNER SIGNS & GRAPHICS FOR THE CONSTRUCTION OF THE CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC

PURPOSE: As part of the overall City Hall remodeling efforts, exterior and interior wayfinding signs will be installed throughout the City Hall Complex to assist residents and visitors to navigate the City Hall Complex. A construction contract is needed to implement the project.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Tim Turner dba Turner Signs & Graphics, for the construction of the City Hall Complex Exterior and Interior Wayfinding Signage, City Project No. 502-ARC (Project), in the amount not-to-exceed \$88,162;
- b. Approve the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office; and
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

GA **FISCAL IMPACT:** The total proposed project budget is \$106,000, as summarized below. Funds are available in Account No. 311-790-49-9904 which has been used to fund the City Hall remodeling efforts.

Project Component	Account No. 311-790-49-9904
Construction Contract	\$88,162
Contingency	\$9,338
Project Management and Inspection	\$8,500
Total	\$106,000

ALIGNMENT WITH COUNCIL GOALS: The construction of the Project meets the City Council's goal for "Continuing Infrastructure Improvements." The goal identified in the 2018/19 Work Program is to begin construction of the project.

ANALYSIS: The City Hall Complex contains four sizeable buildings that house several departments. Finding a specific department is sometimes not efficient for visitors that are not familiar with the complex. This challenge is exacerbated for visitors that are disabled, or for visitors with children. It is not uncommon for visitors to ask for direction from staff after they are lost. The lack of proper signage in both the exterior and interior of City Hall causes confusion amongst visitors and is unfriendly. The Project entails installing monuments to designate the four buildings, and wayfinding signage to help visitors navigate efficiently around the City Hall Complex.

BACKGROUND: The City Hall Complex Exterior and Interior Wayfinding Signage Project is a part of the Capital Improvement Program.

On December 20, 2018, the Notice Inviting Bids for construction was advertised to trade publication services such as the *eBid Board*, *Southern California Builders*, *Bid America* and *Dodge Bidding & Analytics*. On January 10, 2019, the City received 4 bids in the office of the City Clerk. Below is a summary of the bids received:

No.	Contractor	Total
1	Tim Turner dba Turner Signs & Graphics	\$88,162
2	Aloha Electric Signs	\$91,664
3	A Good Sign and Graphics	\$93,325
4	Signs and Services Co.	\$133,564

Having been in existence as a contractor for several decades, Tim Turner dba Turner Signs & Graphics exhibits the capability, capacity, and experience to perform the work required under this contract. Turner Signs & Graphics is located in the City of Riverside and performs an estimated \$500,000 in work annually.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, as a Class 1(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid Summary
 - C. Notice of Exemption CEQA

FS:lc

AGREEMENT

CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC

THIS AGREEMENT for the **City Hall Complex Exterior and Interior Wayfinding Signage Improvements, City Project No. 502-ARC** ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("Owner"), and **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, License No. 474337 ("Contractor") on February 26, 2019.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No. _____**, which involves the following project:

CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of **Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Request for Informal Bid, Attachment "A" Manufacture Product Information, the Bid Schedule, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**Tim Turner dba Turner Signs & Graphics
Sole Proprietor**

By: _____
Tim Turner, Principal

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED _____

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor
CONTRACTOR

By: _____
Signature

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, Attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMENTS, CITY PROJECT NO. 502-ARC**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate, a joint powers authority (“City” herein) has awarded to **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, (“Contractor” herein) a Contract for: **City Hall Exterior and Interior Wayfinding Signage Improvements, City Project No. 502-ARC**; and

WHEREAS, said Contractor is a Sole Proprietor herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor _____

4518 Snake River Road _____

Riverside, CA 92501 _____
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMNTS, CITY PROJECT NO. 502-ARC**

PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, (“Contractor” herein) a Contract for the work described as follows:

TITLE OF PROJECT: CITY HALL EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC.

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2019.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

SOLE PROPRIETOR:

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor

4518 Snake River Road

Riverside, CA 92501
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,
that said bidder has not in any manner, directly or indirectly, sought by agreements,
communication or conference with anyone to fix the bid price of said bidder or of any other
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Contract or anyone
interested in the proposed Contract; that all statements contained in such bid are true and, further,
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay
any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository or to any member or agent thereof, or to any other individual, except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

(Attach Notary Certificate)