



AGENDA REPORT

Meeting Date: October 6, 2009
Item Number: F-13
To: Honorable Mayor & City Council
From: Charles Ackerman, Project Administrator
Subject: APPROVAL OF THE AWARD OF A CONTRACT TO BBS CONSTRUCTION, INC. FOR THE GREYSTONE MANSION CATERING KITCHEN PROJECT; AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND
APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$963,000 TO BBS CONSTRUCTION, INC. FOR THE CONTRACT WORK

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to: approve the award of a contract to the lowest responsible bidder, BBS Construction, Inc., for the Greystone Mansion Catering Kitchen project, in the amount of \$893,000; approve the construction contingency of \$70,000; approve the plans and specifications for the Project, dated July 17, 2009, which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$963,000.

INTRODUCTION

The project is to construct a catering kitchen at Greystone Mansion. This enhancement to the facility was described in a Greystone Marketing Study performed for Community Services to evaluate potential uses of the Mansion for functions and events. A catering kitchen will facilitate these events and enable continued service, as well as new opportunities as directed by the City Council. Staff believes that having such a functional amenity on site greatly expands the facility's use options and capabilities and translates into greater revenue generating capacity.

The proposed contract will address the construction of a catering kitchen located on the first floor of the servant's wing of Greystone Mansion.

DISCUSSION

The consultant firm of Melvyn Green and Associates, Inc. (Mel Green) was engaged to provide consulting design services and construction administration services during the construction phase. Mel Green contracted for the services of an experienced food service design consultant, WEBB Design and an architectural firm, Kaplan Chen Kaplan to prepare the construction plans and specifications for public bidding.

The design process for the kitchen included extensive input from representatives from a number of highly respected food service entities, including Wolfgang Puck, Lawry's and Patina restaurants. Their input resulted in a functional generic kitchen design, suitable for catering services by any of the aforementioned parties, who may be interested in a future catering agreement for food services. It should be noted that the kitchen design at Greystone Mansion had many challenges to overcome in order to preserve the historic structure. Locating the kitchen at the east end of the first floor, which was originally part of the servant's wing, permitted the best opportunity to create the necessary space to support a catering operation.

The bid documents were prepared with a base bid for the kitchen infrastructure and an alternate bid item for the kitchen equipment. The infrastructure includes all of the shell and core work, plumbing, electrical and ventilation utilities. It also includes the built-in equipment such as the exhaust hood and fire suppression system, and walk-in refrigerator. The alternate bid item covered all of the remaining equipment to have a complete, functioning kitchen.

Twenty firms attended the mandatory job walk and obtained bid documents for this project. The project was advertised in the local Beverly Hills newspapers, and construction trade publications, including the McGraw-Hill Construction Information Group (Dodge Report).

On September 9, 2009, eight bids were received. The bids results are as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Delay</u>	<u>Total Bid</u>
BBS Construction, Inc.	\$693,000	\$200,000	\$20	\$893,000
Omari Construction Co.	\$658,000	\$276,500	\$2,000	\$936,500
SBS Corporation	\$782,345	\$246,370	\$6,000	\$1,034,715
Tiffany Group, Inc.	\$794,300	\$250,000	\$5,000	\$1,049,300
Pub Construction, Inc.	\$790,000	\$273,013	\$0	\$1,063,013
Abeam Construction, Inc.	\$792,800	\$270,900	\$6,000	\$1,069,700
Alfredo Annino Construction, Inc.	\$812,424	\$200,000	\$10,000	\$1,022,424
Tower General Contractors	\$999,000	\$250,000	\$5,000	\$1,254,000

In accordance with the instructions in the Bid Documents, the lowest responsive bidder is determined by computing the total base bid amount plus the alternate bid amount and the compensable delay. Therefore, the low bidder is BBS Construction, Inc. BBS Construction, Inc. submitted a fully responsive bid, and as reported by the State Contractors Licensing Board, their license is current and in good standing. Review of the firm's references indicates that the firm has successfully executed similar work, and has previously completed the Greystone Pool House Renovation and the Greystone Mansion Electrical and Plumbing Renovations projects.

The consultant's final cost estimate was \$1,100,000 including the alternate bid item. The low bid received is actually 19% lower than the estimate reflecting the highly competitive bidding climate.

Staff recommends the total contract amount of \$893,000 which includes the alternate bid item. In addition, a contingency of \$70,000 is recommended for changes due to unforeseen conditions to complete the work.

The Community Services Department is in agreement that the contract work specified herein meet the priorities established for the project, and also recommend that the alternate bid item be accepted as part of the contract work to fully address the needs of the catering kitchen that will provide long-term benefit and utilization of the facilities. In addition, the project was presented to and unanimously recommended for construction by the Recreation and Parks Commission.

The bid documents specify a 120 calendar day completion period for the work, resulting in completion of the project in February 2010.

FISCAL IMPACT

Funding for this contract work has been allocated from the 09-10 Capital Improvement Program (CIP) budget for Project #0442, and is available to cover the cost of this work.



Scott G. Miller

Finance Approval



David D. Gustavson

Approved By

APPENDIX A

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and BBS Construction, Inc., a Corporation, whose address is 511 S. First Ave #140 Arcadia, CA. 91006.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

GREYSTONE MANSION CATERING KITCHEN PROJECT

Item Description: Selective removal and demolition in the area of the existing servants' quarters and installation of a new catering kitchen at Greystone Mansion, located at 905 Loma Vista Drive, Beverly Hills, California 90210.

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 7: ADDITIONAL FORMS**
- APPENDIX B: SCOPE OF WORK**
- APPENDIX C: PAYMENT PROCEDURES**
- APPENDIX D: BID FORM**
- APPENDIX E: TECHNICAL SPECIFICATIONS**

as contained in City's Bid Document for Bid No. 10-01, dated July 17, 2009 and

- SECTION 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**

of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, and shall complete all Work in 120 calendar days from the date of Notice To Proceed as set forth in the Contract Documents.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of Eight Hundred and Ninety Three Thousand Dollars (\$893,000), payable as provided in the Contract Documents.

5. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: _____

DATED: _____

CITY OF BEVERLY HILLS
"City"

"Contractor" BBS CONSTRUCTION, INC.

NANCY KRASNE
Mayor

By: _____
SONIA R. BILAVER
President

ATTEST:

BYRON POPE
City Clerk

By: _____
TOM BILAVER
Vice President, Secretary, Treasurer

APPROVED TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

DAVID D. GUSTAVSON
Director of Public Works & Transportation

ALAN SCHNEIDER
Director of Project Administration

KARL KIRKMAN
Risk Manager