



## AGENDA REPORT

**Meeting Date:** April 3, 2012  
**Item Number:** H-12  
**To:** Honorable Mayor & City Council  
**From:** Charles Ackerman, Project Administrator  
**Subject:** APPROVAL OF THE AWARD OF A CONTRACT TO TRUELINE SURFACING FOR THE LA CIENEGA TENNIS COURT RESURFACING PROJECT; AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$169,125 TO TRUELINE SURFACING FOR THE CONTRACT WORK

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

It is recommended that the City Council approve the Award of a contract to TrueLine Surfacing for the La Cienega Tennis Court Resurfacing Project, Bid No. 12-23, in the amount of \$154,125; approve the construction contingency of \$15,000 and delegate the authority to approve change orders to the Director of Public Works & Transportation, as defined in the purchasing ordinance; approve plans and specifications for the project dated January 27, 2012, which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$169,125.

### **INTRODUCTION**

The proposed contract provides for the routine maintenance of the sixteen tennis courts at the La Cienega Tennis Center.

### **DISCUSSION**

The La Cienega tennis facility is heavily used, and the court surface is showing excessive wear requiring routine maintenance and repairs. Community Services Recreation staff has established a five year maintenance cycle for the resurfacing of the City's tennis courts to maintain a safe, high quality playing surface. These courts were last resurfaced in the spring of 2007.

The scope of work includes the resurfacing the 16 tennis courts, replacement of the wind screening surrounding the tennis courts and painting of the court light poles.

On March 1, 2012, bids were received after public advertising for the La Cienega tennis courts resurfacing project. Project Administration, with the assistance of the Community Services Recreation staff, prepared the bid documents.

Ten firms obtained bid documents for this project. The project was advertised in the local Beverly Hills newspapers and the construction trade publication of McGraw-Hill Construction Information Group (Dodge Report). Five bids were received as follows:

<u>Contractor</u>	<u>Lump Sum Bid</u>	<u>Bid Alternate #1</u>	<u>Total Bid</u>
TrueLine	\$103,125	\$51,000	\$154,152
California Surfacing	\$103,535	\$53,900	\$157,435
Ferandell Tennis Courts	\$134,518	\$55,517	\$190,035
Hellas Construction	\$139,145	\$58,800	\$197,945
Malibu Pacific	\$289,000	\$59,000	\$348,000

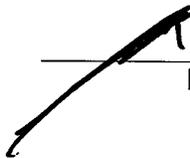
The bid package included one bid alternate for replacement of wind screen material on all courts.

Based on submitted low bid, staff recommends the lump sum bid and bid alternate #1 be included in the contract.

The low bidder, TrueLine Surfacing 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, including the resurfacing of the tennis courts at Roxbury Park in 2005 and the resurfacing of the tennis courts at La Cienega Tennis Facility in 2007.

**FISCAL IMPACT**

Funding for this contract work has been budgeted from the fiscal year 2011-12 Capital Improvement Program budget for Park Facilities Renovation – La Cienega Park #0343 and Tennis Court and Site Enhancements #0483.

  
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Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

# **Attachment 1**

**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 Trueline Surfacing, a sole owner, whose address is 1651 Market Street, Suite B, Carona, CA. 92880.

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:

**LA CIENEGA TENNIS COURT RESURFACING PROJECT**

Item Description: Resurfacing of sixteen (16) tennis courts, painting of light poles and replacement of wind screen at La Cienega Tennis Facility, located at 321 S. La Cienega Blvd, 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. 12-23, dated January 27, 2012 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 45 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 One Hundred Fifty Four Thousand One Hundred and Twenty Five Dollars (\$154,125), 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: \_\_\_\_\_

CITY OF BEVERLY HILLS  
"City"

\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

DATED: \_\_\_\_\_

TRUELINE SURFACING  
"Contractor"

By: \_\_\_\_\_  
EDWARD KRUSE  
Sole Owner

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

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ALAN SCHNEIDER  
Director of Project Administration

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager