



AGENDA REPORT

Meeting Date: May 17, 2016

Item Number: D-10

To: Honorable Mayor & City Council

From: Trish Rhay, Assistant Director of Public Works Services
Derek Nguyen, Project Manager
Norman Berezowsky, Sr. Management Analyst

Subject: AWARDING A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, TRAVIS AGRICULTURAL CONSTRUCTION, INC. IN THE AMOUNT OF \$456,797 AND APPROVING PLANS AND SPECIFICATIONS THEREFORE FOR INSTALLATION OF CONTAINMENT LINER SYSTEM AT RESERVOIR 3B COLDWATER CANON DRIVE AND CABRILLO DRIVE; AND

APPROVAL OF A PURCHASE ORDER TO TRAVIS AGRICULTURAL CONSTRUCTION, INC. IN THE AMOUNT OF \$556,797; AND

APPROPRIATION OF \$556,797 FROM AVAILABLE GENERAL FUND BALANCE TO THE WATER ENTERPRISE FUND

Attachment: 1. Contract

RECOMMENDATION

Staff recommends that the City Council; 1) Award a contract to the lowest responsible bidder, Travis Agricultural Construction, Inc., in the amount of \$456,797 to facilitate the installation of a containment liner system at Reservoir 3B located on Coldwater Canon Drive and Cabrillo Drive ("Project"); 2) Authorize a construction contingency amount of \$100,000 and delegate the authority to approve change orders to the Director of Public Works Services; 3) approve plans and specifications for the Project which are adopted and approved with respect to design criteria; 4) Approve a purchase order in the amount of \$556,797; and 5) appropriate \$556,797 from available General Fund balance to the Water Enterprise Fund, CIP #0972.

INTRODUCTION

This report is a request for City Council approval to award a contract to the lowest responsible bidder, Travis Agricultural Construction, Inc., for installation of a containment liner system at reservoir 3B Coldwater Canon Drive and Cabrillo Drive within the City of Beverly Hills. The plans and specifications were prepared by Public Works Services staff.

DISCUSSION

This Project is being implemented to capture and store non-potable water from an underground spring that runs under Coldwater Canon Drive. Presently the water is being captured using portable pumps to convey the water to above-ground storage tanks located on the reservoir property. The containment liner system will enable water storage in the existing reservoir. The above ground tanks will be removed. The water will be used to irrigate landscape at various local parks, medians and reservoir sites. It will also be used for various Public Works Services activities such as street sweeping and wastewater maintenance. A subsequent project is being developed to convey the non-potable water source to the various locations.

The Project was issued for formal bidding in accordance with the Public Contract Code and was distributed to three bidders.

On February 18, 2016, two bids were received as follows:

<u>Bidder</u>	<u>Lump Sum:</u>
Travis Agricultural Construction, Inc.	\$456,797.00
Layfield USA Corporation	\$980,900.00

These amounts were submitted as a lump sum according to the bid documents. The low bidder, Travis Agricultural 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.

Staff recommends that the lowest responsible bid of \$456,797 be accepted and the contract awarded to Travis Agricultural Construction, Inc. In addition, a contingency of \$100,000 (approximately 21.9% of the contract amount) is recommended for changes due to unforeseen conditions including added improvements such as submersible pumps with associated piping for inlet and outlet discharges, new access hatch with safety ladder, roof cover and framing repairs and related appurtenances to complete the work.

The Department of Public Works Services has reviewed the Project for environmental impact and concluded that the Project qualifies for a Class Two categorical exemption pursuant to Section 15302(c) (Replacement or Reconstruction – existing utility) of the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.) Specifically, the request involves installation of a containment liner system in existing

City reservoir 3B. Therefore, the proposed Project is exempt from further review under the provisions of CEQA.

FISCAL IMPACT

During the April 5, 2016, Study Session, the City Council discussed earmarking \$800,000 for the Cabrillo/Coldwater Reservoir Project and an additional \$2,200,000 for a transmission pipeline to Santa Monica Boulevard, which will convey non-potable water from Cabrillo/Coldwater reservoir to Santa Monica Boulevard to irrigate various local parks and street medians in the City

At this time, staff is seeking an appropriation of \$556,797 from the total of \$3,000,000 earmarked in the available General Fund Balance to the Water Enterprise Fund, CIP #0972. This amount will cover the reservoir rehabilitation work which includes \$100,000 in contingency funding.



Don Rhoads

Finance Approval



George Chavez

Approved By

Attachment 1

CONTRACT

CITY OF BEVERLY HILLS

CONTRACT FOR

INSTALLATION OF CONTAINMENT LINER SYSTEM AT RESERVOIR 3B COLDWATER
CANON DRIVE AND CABRILLO DRIVE

BID

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20__ ("Effective Date"), by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and Travis Agricultural Construction Inc. ("Contractor"). Contractor's license number is Class A 588676.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as INSTALLATION OF CONTAINMENT LINER SYSTEM AT RESERVOIR 3B COLDWATER CANON DRIVE AND CABRILLO DRIVE ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred Fifty Six Thousand Seven Hundred Ninety Seven dollars (\$ 456,797) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that this Project is a public work to which prevailing wages apply. The provisions of Section **Error! Reference source not found.** of the General Provisions shall apply and are mandatory for this Project.

7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that

every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

“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 under take 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.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BEVERLY HILLS

By: _____
_____, Mayor

ATTEST:

By: _____
BYRON POPE, City Clerk

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
LAURENCE S. WIENER
City Attorney

By: _____
MAHDI ALUZRI
City Manager

By: _____
George Chavez
Director of Public Works Services

By: _____
KARL KIRKMAN
Risk Manager