



AGENDA REPORT

Meeting Date: December 6, 2016

Item Number: E-12

To: Honorable Mayor & City Council

From: Chad Lynn, Assistant Director of Public Works
Logan Phillippo, Management Analyst

Subject: THE AWARD OF A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, BBS CONSTRUCTION, INC., FOR LA CIENEGA PARK COMMUNITY CENTER DRYWALL REPLACEMENT—BID #16-33; AND

APPROVAL OF PLANS AND SPECIFICATIONS THEREFOR; AND

APPROVAL OF A PURCHASE ORDER TO BBS CONSTRUCTION, INC. IN THE AMOUNT NOT TO EXCEED \$71,225.00 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 La Cienega Park Community Center Drywall Replacement—Bid# 16-33 in the amount of \$64,750, a construction contingency of \$6,475 and to delegate the authority to approve change orders to the Director of Public Works as provided in Beverly Hills Municipal Code, Section 3-3-111,
- Approve plans and specifications for the project, dated October, 17, 2016, which are adopted and approved with respect to design criteria; and
- Approve a purchase order in the not-to-exceed amount of \$71,225.

INTRODUCTION

A leak from the large dome skylight that runs the entire length of the main building entryway and corridor has caused damage to the drywall underneath. The leak was repaired this past summer and the drywall is need of replacement.

DISCUSSION

The contract award includes replacement of water damaged drywall in the entry room, corridor and multi-purpose rooms of the La Cienega Park Community Center, which is planned to take place during the holidays while the preschool program and other recreational classes are not in session.

The architectural firm, RTK Architects, was engaged to provide the design services for the project, including preparation of construction plans and specifications and project administration assistance. The plans and specifications call for general replacement of water damage on drywall surfaces and an allowance for mold spore air sampling upon removal of the existing drywall.

A bid notice was published on the City's website and links to this posting were sent to a list of qualified contractors. One firm, BBS Construction, Inc., submitted a prequalification package and attended the mandatory pre-bid meeting and site visit. On November, 17, 2016, one bid was received in the City Clerk's Office. The sole bidder, BBS Construction, Inc., submitted a responsive bid and, as reported by the State Contractors Licensing Board, has a license that is current and in good standing.

FISCAL IMPACT

Funding for this contract work is been budgeted from Fiscal year 2016-2017 Capital Improvement Project #0815, Miscellaneous Construction Projects.



Nancy Hunt-Coffey
Approved By



George Chavez
Approved By

Attachment 1

CONTRACT

CITY OF BEVERLY HILLS

CONTRACT FOR

LA CIENEGA PARK COMMUNITY CENTER DRYWALL REPLACEMENT

THIS CONTRACT ("Contract") is made and entered this 6th day of December 2016 ("Effective Date"), by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and BBS Construction, Inc. ("Contractor"). Contractor's license number is 839266.

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 La Cienega Park Community Center Drywall Replacement ("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 Sixty Four Thousand Seven Hundred Fifty Dollars (\$64,750.00) in accordance with the prices as submitted in Contractor's Proposal, attached hereto 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 7.A 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: _____
JOHN A. MIRISCH, Mayor

ATTEST:

By: _____
BYRON POPE, City Clerk

Dated: _____

(BBS CONSTRUCTION, INC, "CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

By: _____
MAHDI ALUZRI
City Manager

By: _____
GEORGE CHAVEZ
Assistant City Manager /
Director of Public Works

By: _____
CHAD LYNN
Assistant Director of Public Works

By: _____
SHARON L'HEUREUX DRESSEL
Interim Risk Manager