



AGENDA REPORT

Meeting Date: November 16, 2010
Item Number: E-4
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Subject: APPROVAL OF THE AWARD OF A CONTRACT TO BERNARDS BROS. INC. FOR THE CONSTRUCTION OF THE 9400 S. SANTA MONICA BOULEVARD OFFICE BUILDING; AND APPROVING PLANS AND SPECIFICATIONS THERFOR; AND
APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$5,945,000 TO BERNARDS BROS. INC. FOR THE CONTRACT WORK

Attachments:

1. Form of Contract
2. Building Images and Floor Plans

RECOMMENDATION

Staff recommends that the City Council move to approve the award of a contract to the lowest responsible bidder, Bernards Bros. Inc. for the construction of the 9400 S. Santa Monica Boulevard Office Building in the amount of \$5,545,000; approval of the construction contingency of \$400,000; approval of the plans and specifications for the Project, dated September 2, 2010, which are adopted and approved with respect to design criteria; and approval of the purchase order in the amount of \$5,945,000.

INTRODUCTION

The proposed 9400 S. Santa Monica Boulevard Office Building is located at the southwest corner of South Santa Monica Boulevard and Canon Drive. The proposed contract is for construction of the shell and core to accommodate multiple tenants or single floor tenants. The Chamber of Commerce has purchased a Tenancy in Common interest in the building so that they can occupy the second floor.

DISCUSSION

Jeffrey Kalban & Associates, a prominent local architect, was engaged to design the project. The three-story building of 21,544 gross square feet includes 14,228 square feet designed to house a Visitors Center and City Store with ground floor retail along with the Chamber of Commerce on the second floor and leasable office space on the third floor. Parking for the building will be provided in the Crescent Garage project being constructed.

The building is a steel framed structure with a stone and glass curtain wall finish with an accessible roof deck terrace. Energy efficiency, including renewable energy by the use of solar photovoltaic panels are sustainable features incorporated in the building design to comply with the Beverly Hills Green Building Ordinance, and would qualify for a “gold” rating under the LEED® U.S. Green Building program.

The Planning Commission reviewed the project and its Categorical Exemption on March 11, 2010 and recommended approval. The Architectural Commission reviewed the project on April 21, 2010 and recommended approval. The City Council Ad Hoc Committee has been involved in the development of the project from its inception, providing guidance on the project now presented for the award of construction contract. Attached are images of the building design and floor plans as approved..

The City sought to obtain bids from experienced office building contractors for the construction. A prequalification procedure was utilized following the State guidelines. Among the items that the procedure required was construction experience in several recent, local, and similar completed projects. The process was advertised in the Beverly Hills newspapers, construction trade journals, and the construction documents were posted on the City’s website. Nine firms applied for prequalification. After examination of the submissions, six firms were prequalified by staff. None of the rejected firms chose to appeal.

Bid Alternates

Four additive and deductive alternates were incorporated into the bid structure, primarily to allow for options to reduce the cost if the bids for the building as envisioned came in over budget.

The bid alternates are as follows:

- Deductive Alternate #1 regarding exterior finishes
- Additive Alternate #2 regarding roofing materials
- Deductive Alternate #3 regarding banner signs and poles
- Deductive Alternate #4 regarding the roof shade structure

Bid Results

On October 13, 2010, six bids were received from Bernards Bros., Bayley Construction, W.E. O’Neil Construction, PCL Construction, Taisei Construction and Matt Construction. The bid results are as follows:

	Bernards	Bayley	O’Neil	PCL	Taisei	Matt
Base Bid	5,585,000	5,588,000	5,770,400	5,880,000	6,027,666	6,100,000
Alternate #1	-143,000	-152,000	-160,000	-103,400	-134,408	-195,000
Alternate #2	48,000	36,500	31,100	22,000	46,000	35,000
Alternate #3	-40,000	-21,500	-31,600	-29,300	-24,500	-20,000
Alternate #4	-28,000	-9,500	-30,800	-25,500	-56,000	-42,000
20 days delay	15,000	27,400	30,700	20,000	32,000	56,060
Basis of Selection	\$5,437,000	\$5,468,900	\$5,609,600	\$5,763,800	\$5,890,758	\$5,934,060

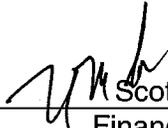
The bid documents specify that the low bidder is determined by the sum of the Base Bid, all alternate bids, and the compensable delay cost for twenty days. The bids were reviewed and the lowest responsible bidder is Bernards Bros. Based on the analysis of the results, the project can be completed as envisioned within the approved budget. To implement this building program, it is recommended that only deductive alternate #3 regarding banner signs and poles is accepted, not to eliminate that feature, but because staff believes a better price for that work can be negotiated. Therefore, staff recommends acceptance of the base bid and deductive alternate #3, resulting in a construction award amount of \$5,545,000.

The bid documents specify a 360 day (twelve month) completion period for the work. The anticipated project start is January 2011 with completion in December 2011.

A contingency of \$400,000 (7.5%) has been included in the purchase order to cover unforeseen conditions. Expenditures from the contingency are made utilizing the Change Order process in the Municipal Code upon adequate written justification and substantiation.

FISCAL IMPACT

The total contract amount of \$5,945,000 (including the contingency) has been budgeted for in the FY 10-11 Capital Improvement Program (CIP) budget approved by the City Council last June for the 9400 S. Santa Monica Boulevard Office Building Project #0898.



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 BERNARDS BROS. INC., a Corporation, whose address is 555 First Street, San Fernando, CA 91340.

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:

CONSTRUCTION OF THE 9400 S. SANTA MONICA BOULEVARD OFFICE BUILDING

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
SECTION 8: GENERAL CONDITIONS

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. 11-01, dated September 9, 2010 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 as described in Appendix B 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 Five Million Five Hundred Forty Five Thousand Dollars (\$5,545,000.00), payable as provided in the Contract Documents, inclusive of Alternate Bid No. 3.

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"

JIMMY DELSHAD
Mayor

ATTEST:

BYRON POPE
City Clerk

APPROVED TO FORM:

LAURENCE S. WIENER
City Attorney

DATED: _____

BERNARDS BROS. INC.
"Contractor"

By: _____
DOUGLAS D. BERNARDS
President

By: _____
JEFFREY G. BERNARDS
Secretary

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID D. GUSTAVSON
Director of Public Works

ALAN SCHNEIDER
Director of Project Administration

KARL KIRKMAN

Risk Manager

APPENDIX B

SCOPE OF WORK

1.0 SCOPE OF WORK

1.1 Scope of Work shall be as described and in accordance with plans and technical specifications prepared by Jeffrey M. Kalban & Associates Architecture, Inc., 10585 Santa Monica Bl., Suite 160, Los Angeles, CA 90025, telephone: 310-441-9313.

1.2 The scope of work includes:

1.2.1 Base Bid: The building project is a core and shell only for a new steel framed, stone and glass curtain wall finish building of approximately 18,000 square feet consisting of three stories plus an accessible roof deck terrace. The proposed office/retail building is on a narrow corner site at 9400 S. Santa Monica Boulevard.

1.2.2 Bid Alternates (Reference Specifications Section 01 23 00 for additional information):

1.2.2.1 Deductive Alternate No. 1 – Stucco Finish: Replace exterior stone finish with finish coat of exterior cement plaster, as delineated on Drawings and related Specification Sections.

1.2.2.2 Additive Alternate No. 2 – Concrete Pavers: Install precast concrete paver/pedestal system over single ply roofing over rigid insulation at roof terrace (1484 sf), as delineated on Drawing A-1.3.0 and A-2.2.1 in lieu of architectural topping slab over waterproofing membrane. Reference Specification Sections 07 14 13, 07 54 13.

1.2.2.3 Deductive Alternate No. 3 – Banner & Lighting: Delete 3-banner signs and poles with attached lighting fixtures and related conduit, as delineated on Drawings A-1.2.0, E-2 and IS-1.06.

1.2.2.4 Deductive Alternate No. 4 – Shade Structure: Delete roof top shade structure, attached lighting and related conduit, as delineated on Drawings A-2.2.1, A-2.2.2, A-2.2.4, A-5.4.0 and S2.5.

1.2.3 Bid Allowances:

1.2.3.1 Allowance No. 1 – Concealed Subsurface Obstructions: Include the stipulated sum for removal and disposal of concealed subsurface obstructions, in accordance with the recommendation of the geotechnical engineer.

1.2.3.2 Allowance No. 2 – Existing Building Damage: Include the stipulated sum for exterior and/or interior repairs to adjacent private properties as a result of normal construction activities

1.2.3.3 Allowance No. 3 – Public Right-Of-Way Subsurface Conditions: Include the stipulated sum for required improvements due to unknown subsurface conditions in the public right-of-way, in accordance with the recommendation of the geotechnical engineer.

1.2.3.4 Allowance No. 4 – Security Access Control: Include the stipulated sum for procurement and installation of electronic access control equipment at designated door locations (excludes electronic locking door hardware specified in the Finish Hardware specification section).

2.0 SCHEDULE OF WORK – CONSTRUCTION PHASES

2.1 Work shall be completed within the completion times specified herein from the date of Notice to Proceed for each Phase of Work described below: The contractual completion time shall be

Three Hundred and Sixty (360) calendar days for the Base Bid work and all accepted alternatives commencing from the date of the Notice to Proceed

3.0 SPECIAL PROVISIONS

- 3.1 Special work hours, issued as "After-Hours" permits by the Community Development Department, Building & Safety Division in coordination with the Public Works & Transportation Department Civil Engineering Division will be required to execute portions of the work that would impact the public right-of-way (ROW). After-Hours permits are required for work prior to or after the Municipal Code specified hours of 8:00 a.m. to 6:00 p.m. from Monday to Friday.

Special work hours between 10:00 p.m. and 8:00 a.m. will be required for any work that cannot fully occur within the project property boundaries, including but not limited to earthwork, steel erection, and concrete placement. Material deliveries will be required during these special hours unless it can occur within the project property boundaries.

Public ROW improvements, including utility installations in the ROW shall occur during night hours and/or weekends, subject to direction from Public Works & Transportation Civil Engineering staff.

- 3.2 Contractor shall arrange for and manage a complaint "hot line" telephone service to handle construction issues from the public during the term of this project. Contractor shall agree to have an actively manned service on a 24 hour / 7 day basis to receive such calls, and will endeavor to resolve complaints within 24 hours of such notice. Contractor shall maintain a log of all calls received and the actions taken for resolution.

- 3.3 Activities which create excessive noise, vibration, fumes or similar disruptions which are, in the opinion of the City's Representative, detrimental to the operations of the community may be stopped by the City at its discretion, and only be performed during periods approved in advance by the City's Representative.

- 3.4 Contractor shall control the conduct of its employees so as to prevent unwanted interaction with the City's staff, public or other individuals except those associated with the Project. Contractor shall cooperate and provide required employee information, including name, address, driver's license number and social security number to the City for a security review, as requested.

- 3.5 Parking for construction workers will be available on a limited basis on a surface lot under lease by City from Southern California Edison. The parking lot is located east of the Courthouse between Burton Way and the alley north. Access to the lot is from the alley and is adjacent to residential properties. The conduct of construction workers shall not cause any disturbance to the residents or this parking site will be terminated at the City's discretion.

Parking at City owned parking garages, such as the Third Street garage or Bedford Drive garage will be available for monthly parking at the rate of \$145/month per vehicle.

- 3.6 A construction field office can be located within the project property boundaries, or at Contractor's option agree to rent approximately 6,000 square feet at the City's vacant retail space located at 447 N. Canon Drive (part of the City's Crate & Barrell commercial development).

Use of this space will dictate the following conditions on the contractor; 1) access to space shall be only from the alley, 2) no parking of vehicles is permitted at this location, 3) installation of window treatment (or tinted window film) per City's acceptance to block viewing into the space from the street, 4) restore the premises to its condition at the time of initial use, 5) permit viewing of the space by prospective tenants, 6) agree to a 30 day notice period where the City can direct the contractor to vacate the premises to accommodate a new tenant, and 7) the immediate

eviction due to failure to comply with these conditions or for conduct detrimental to the existing building tenants. The cost for use of this space is established at \$1,000 per month.

- 3.7 Material storage must be contained within the project property boundaries, although space will be made available on a portion of City property on Third Street, east of Civic Center Drive. This site can also accommodate a construction office unit subject to coordination with the City's Public Works & Transportation Department.
- 3.8 Approval by the City's Project Manager does not constitute approval by the City's Department of Community Services, Building and Safety Division. The City's Project Manager shall represent the "owner".
- 3.9 Field Orders may be issued by the City, or by the Architect with the approval of the City.
- 3.10 The construction schedule, the Schedule of Values, the subcontract amounts and contracts shall be submitted to the City's Project Manager within a reasonable time and prior to the commencement of work if that time is not specified in the documents. These submissions require the approval of the City's Project Manager.
- 3.11 From time to time the City receives a Public Request for Information. The Contractor shall complete each form in the time specified by the regulations.
- 3.12 Each month the Contractor shall provide certified payrolls from every firm working on the project.
- 3.13 Fees generally imposed by the City of Beverly Hills shall be waived and should not be included in the Bid, excluding those related to parking or are fines.
- 3.14 Contractor shall provide all temporary structures, measures, apparatus and services required to prosecute the Work of this bid package.
- 3.15 All utility service and building system connections or required interruptions shall be coordinated in advance with the City's Representative and the appropriate utility representative.
- 3.16 Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by the Contractor as the work progresses. The City may elect if required, upon written notice to the Contractor, to perform cleanup, the cost for which will be deducted from the Contract amount. Only one rubbish removal company is allowed to operate within the City. Their contact information may be obtained from the City's Commercial Solid Waste Division at 310-288-2806.

4.0 BID PACKAGE DESCRIPTION

The plans are dated September 2, 2010 and consist of approximately 170 sheets; these include, but are not limited to, architectural, civil, structural, electrical, mechanical and plumbing. The Specifications consist of two volumes covering the pertinent trades and equipment. Both the plans and specifications were prepared by Jeffrey M. Kalban & Associates Architecture, Inc.

Note that the base bid includes several allowance items that must be included in the Base Bid, and there are also several Alternatives.

APPENDIX C

PAYMENT PROCEDURES

1.0 PROGRESS PAYMENTS

1.1 Based upon Applications for Payment submitted to the City, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below.

1.2 The period covered by each Application for Payment shall be one calendar month.

1.3 City shall make payment to the Contractor within thirty (30) days after receipt of a proper Application for Payment.

1.4 Each Application for Payment shall be based upon the approved Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire Contract Sum among the Various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as may be required.

1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.

1.6 The amount of each progress payment shall be computed as follows:

1.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retention of ten percent (10%).

1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retention of ten percent (10%).

1.6.3 Subtract the aggregate of previous payments made by the City.

1.7 Reduction or limitation of retainage, if any, shall be upon written request by the Contractor. The City, at its discretion, may reduce the total retention withheld or release retention for a specific item of work where extended withholding of retention is not warranted.

1.8 Securities may be provided in lieu of retainage as follows:

1.8.1 At the request and expense of the Contractor, upon execution of a proper escrow agreement, securities equivalent to the amount withheld shall be deposited with the public agency as the escrow agent, or with a state or federally chartered bank as the escrow agent, and the public agency shall then pay such monies to the Contractor.

1.8.2 Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

1.8.3 Securities eligible for investment under this section shall include those listed in Section 16430 of Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

1.8.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

1.8.5 The escrow agreement to be used hereunder is attached hereto.

2.0 FINAL PAYMENT

2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as agreed to between the City and the Contractor; and (2) a final Certificate for Payment has been submitted by the Contractor and approved by the City; and (3) the work has been accepted by the City Council of the City of Beverly Hills; and (4) a Notice of Completion has been filed. Final payment shall be made by the City not more than forty (40) days after completion of the above, but only to the extent that no stop notices or other requirements to withhold funds are then in effect.

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____ (hereinafter called "City"),
_____ whose address is _____
(hereinafter called "Contractor"), and _____ whose address
is _____, (hereinafter called "Escrow Agent").

For consideration as hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for _____ in the amount of _____, dated (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow agent shall notify City within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between City and Contractor. Securities shall be held in the name of _____, and shall designate Contractor as the beneficial owner.

(2) _____ City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payment pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

(3) Alternatively, City may make payments directly to Escrow Agent in the amount of retention for the benefit of Owner until such time as the escrow created hereunder is terminated.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent.

(5) Interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

(8) Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from City and Contractor pursuant to Sections (4) to (6), inclusive, of this agreement and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of City, Contractor, and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

City:

Contractor:

Escrow Agent:

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by the proper officers on the date first set forth above.

City:

Contractor:

Escrow Agent:

APPENDIX D

BID FORM

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for

CONSTRUCTION OF THE 9400 S. SANTA MONICA BOULEVARD OFFICE BUILDING

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated below.

1.0 TOTAL LUMP SUM BASE BID

Item Description: Base Bid scope of work shall include the construction of a core and shell only, new steel framed, stone and glass curtain wall finish building of approximately 18,000 square feet consisting of three stories plus an accessible roof deck terrace. The proposed office/retail building is on a narrow corner site at 9400 S. Santa Monica Boulevard. Base Bid shall include all allowances listed in the in Section 3.0 of Appendix D, "Bid Form".

Bidder agrees to provide and install all base bid work as shown on the Drawings and described in the Specifications including General Conditions, licenses, non-City of Beverly Hills permits and fees, taxes, overhead, bond and insurance for the total lump sum of:

\$ _____
Dollars (in words- printed)

\$ _____
Dollars (in figures)

In the case of any discrepancy between words and figures, the words shall prevail.

2.0 ALTERNATE BIDS

Bidder agrees to provide an add/deduct for any or all of the Alternate Bid items listed herein as part of the overall Work. These Alternates are listed in Specification Section 01 23 00, the required scope of work would relate to the respective specification sections.

The Contractor shall guarantee the bid price(s) for the Alternates for 90 days. Prior to that date, the City shall inform the Contractor of the City's decision to either proceed or not to proceed with any or all of the Alternates. If the City decides to proceed with any or all of the Alternates, then the Contractor shall complete the Work as specified. A Change Order shall be executed for the alternate(s) amount(s). The Contractor shall be entitled to an increase in the Contract Time, as specified in these documents.

- 2.1 Deductive Alternate No. 1: Stucco Finish: Replace exterior stone finish with finish coat of exterior cement plaster, as delineated on Drawings and related Specification Sections:

\$ _____
 Deduct-Dollars (in words- printed) Deduct-Dollars (in figures)

- 2.2 Additive Alternate No. 2: Concrete Pavers: Install precast concrete paver/pedestal system over single ply roofing over rigid insulation at roof terrace (1484 sf), as delineated on Drawing A-1.3.0 and A-2.2.1 in lieu of architectural topping slab over waterproofing membrane. Reference Specification Sections 07 14 13, 07 54 13:

\$ _____
 Add-Dollars (in words- printed) Add -Dollars (in figures)

- 2.3 Deductive Alternate No. 3: Banner & Lighting: Delete 3-banner signs and poles with attached lighting fixtures and related conduit, as delineated on Drawings A-1.2.0, E-2 and IS-1.06:

\$ _____
 Deduct-Dollars (in words- printed) Deduct-Dollars (in figures)

- 2.4 Deductive Alternate No. 4: Roof Terrace Canopy Shade Structure: Delete roof top shade structure, attached lighting and related conduit, as delineated on Drawings A-2.2.1, A-2.2.2, A-2.2.4, A-5.4.0 and S2.5:

\$ _____
 Deduct-Dollars (in words- printed) Deduct-Dollars (in figures)

3.0 BID ALLOWANCES

The following allowances shall be included in the Base Bid. The Contractor's profit and overhead shall be included in the Base Bid so that if these allowances are authorized no additional Contractor's profit or overhead shall be included. These allowances cannot be expended without a written directive from the City.

- 3.1 Allowance #1 - Include the stipulated sum of \$50,000.00 for removal and disposal of concealed subsurface obstructions.
- 3.2 Allowance #2 - Include the stipulated sum of \$25,000.00 for exterior and interior repairs to adjacent private properties as a result of normal construction activities.
- 3.3 Allowance #3 - Include the stipulated sum of \$25,000.00 for required improvements due to unknown subsurface conditions in the public right-of-way.
- 3.4 Allowance #4 - Include the stipulated sum of \$50,000.00 for procurement and installation of electronic access control equipment at designated door locations (excludes electronic locking door hardware specified in the Finish Hardware specification section).

- 4.0 **TIME OF PERFORMANCE** – The contractual completion time shall be Three Hundred and Sixty (360) calendar days for the Base Bid work and all acceptable alternates commencing from the date of the Notice to Proceed

5.0 COMPENSATION FOR DELAY (PER DIEM)

Bidder shall determine and provide in the space below the amount of per diem compensation (costs to include any and all of Contractor's overhead, profit and General Conditions as directly related to this project) for any Compensable Delay at any time during the performance of the Work:

\$ _____
Dollars Per Diem Per Day (in words) Dollars Per Diem Per Day (in figures)

Per Diem compensation multiplied by Twenty (20) days =

\$ _____
Total Per Diem (in words) Total Per Diem (in figures)

6.0 TOTAL PROJECT BID

To determine the low Bidder, the City will calculate the sum of the following:

- (a) Base Bid in paragraph 1.0, including the Bid Allowances in Section 3.0
- (b) The sum of all Alternate Bids in Section 2.0
- (c) The twenty day (20) Compensable Delay in Section 5.0.

The Contract will then be awarded to the lowest responsive and responsible Bidder.

The final Contract may or may not include any or all or the alternates, at the sole discretion of the City.

7.0 DESIGNATION OF SUBCONTRACTORS/SUPPLIERS

In accordance with the "Subletting and Subcontracting Fair Practices Act", Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall list below the name, location and trade of each Subcontractor or Supplier who will perform work, labor, render service or provide and install material and/or equipment to the Contractor in the construction of the Work in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid (Example: one-half of one percent (0.5%) of a \$1,500,000 project is equal to \$7,500). Only one Subcontractor for each such trade shall be listed. If the Contractor fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work.

.....
NOTICE: Penalties for violations of the Subletting and Subcontracting Fair Practices Act will be enforced by the City for failure to list subcontractors as provided by that act.
.....

NOTES:

- (1) SUBMISSION PROCEDURES:
 - a. Upon submission of bid documents: Complete the forms as much as possible, but at a minimum include the Subcontractors/Suppliers name.
 - b. Incomplete forms turned in upon submission of Bids by Contractors will lead to the Bids of said Contractors being declared non-responsive.

Respectively submitted,

COMPANY NAME: _____

BY: _____

NAME & TITLE: _____

DATE: _____

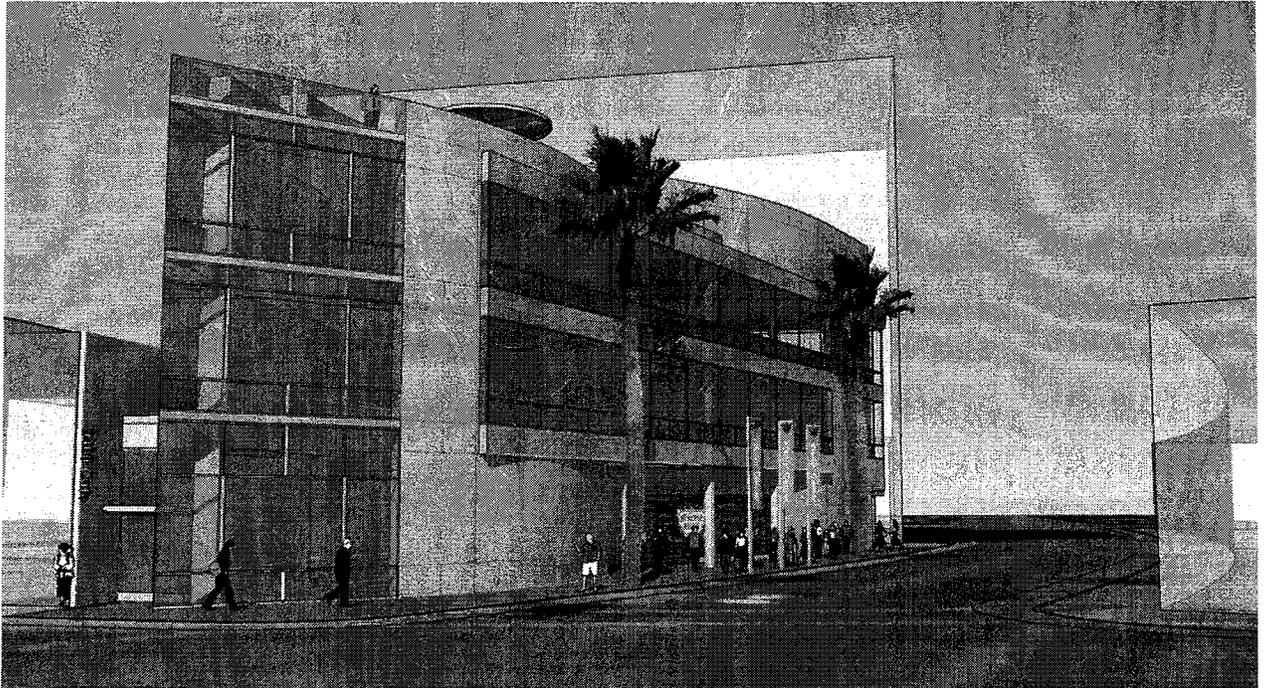
9400 SM Bid Appx 09-09-10

APPENDIX E

TECHNICAL SPECIFICATIONS

Technical specifications consist of the pertinent trades and equipment prepared by Jeffrey M. Kalban & Associates Architecture, Inc.

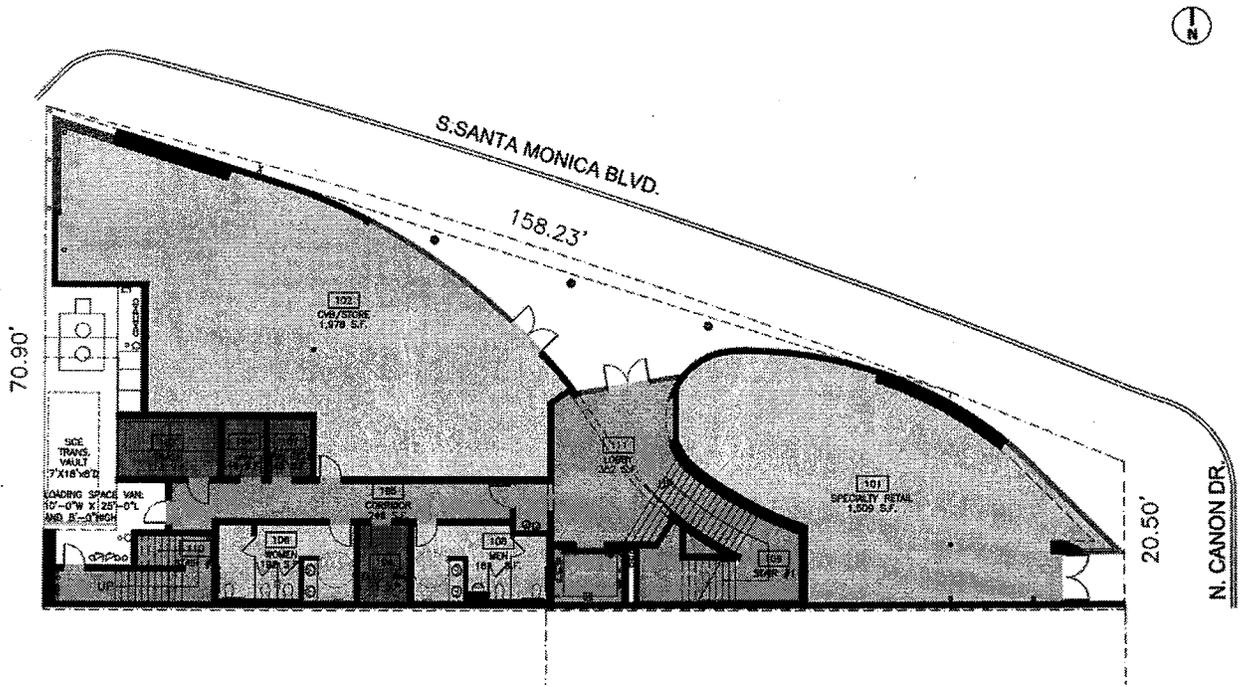
Attachment 2



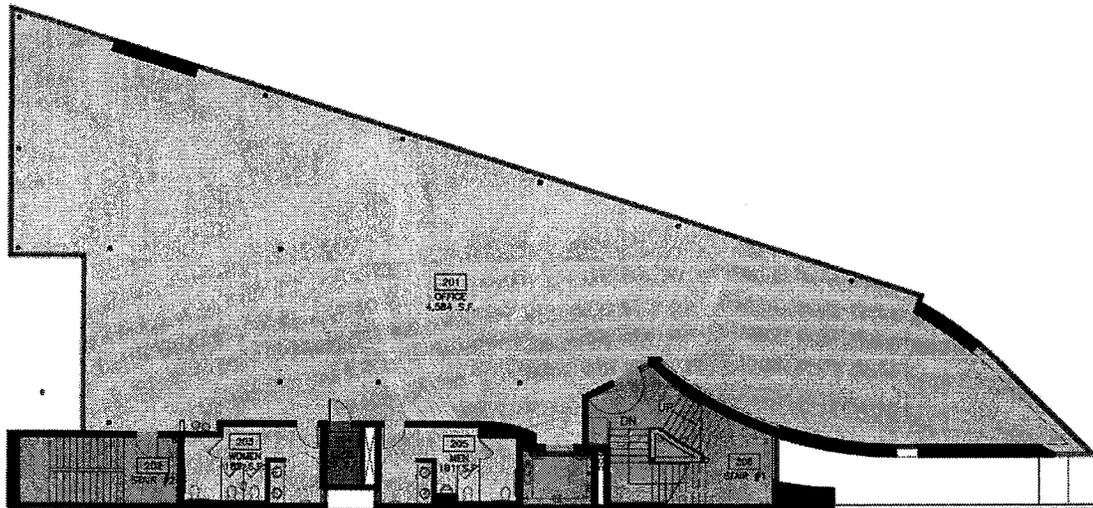
S. SANTA MONICA BOULEVARD VIEW



CANON DRIVE VIEW



GROUND FLOOR PLAN



SECOND & THIRD FLOOR PLANS