



## AGENDA REPORT

**Meeting Date:** August 7, 2012  
**Item Number:** F-5  
**To:** Honorable Mayor & City Council  
**From:** Donielle Kahikina, Associate Project Manager  
Alan Schneider, Director of Project Administration  
**Subject:** APPROVAL OF THE AWARD OF A CONTRACT TO CASHEL CORPORATION, DBA INTEGRATED MEDIA SYSTEMS FOR THE AUDIO-VISUAL SYSTEMS FOR THE CHILDREN'S LIBRARY REMODEL; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$65,195.35 TO CASHEL CORPORATION, DBA INTEGRATED MEDIA SYSTEMS FOR THE WORK  
**Attachments:** 1. Form of Contract

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the award of a contract to the lowest responsible bidder, Cashel Corporation, dba Integrated Media Systems for the Audio-Visual Systems for the Children's Library Remodel Project in the amount of \$59,268.35; approve the construction contingency of \$5,927, and delegate the authority to approve change orders to the Director of Public Works & Transportation as defined in the purchasing ordinance; approve the plans and specifications for the Project, dated February 27, 2012 which are adopted and approved with respect to design criteria; and approve a Purchase Order in the amount of \$65,195.35.

### **INTRODUCTION**

The proposed award of contract and purchase order will equip the Children's Library Little Theater and two Study Rooms with audio-visual equipment, including flat panel displays, audio equipment, DVD player, assisted listening devices, and related equipment and infrastructure.

### **DISCUSSION**

Johnson Favaro Architects was engaged to design the project and prepare construction plans and specifications. Under that agreement they included the services of a specialized audio-visual consultant to design the systems in consultation with the City's

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library staff. A set of contract documents were prepared specifying the audio-visual equipment and installation necessary for a complete operating system. The contract documents incorporated the base bid work consisting of all electronics, video display panels and audio equipment.

The project was advertised in the local Beverly Hills newspapers, and construction trade publications, including the McGraw-Hill Construction Information Group (Dodge Report).

On July 19, 2012, three bids were received. The bids results are as follows:

<u>Bidder</u>	<u>Base Bid</u>
Integrated Media Systems	\$59,268.35
Spinitar	\$64,117.40
First Fire System	\$136,000

Cashel Corporation, dba Integrated Media Systems 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 multiple municipal projects.

The total contract amount is \$59,268.35 including a contingency of \$5,927 (approximately 10% of the contract amount) is recommended for changes due to unforeseen conditions to complete the work. The lowest bid amount is in line with the consultant's pre-bid cost estimate of \$60,000.

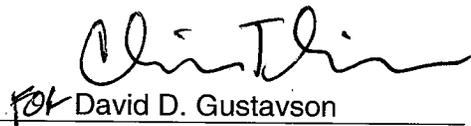
The bid documents specify a 130 calendar day completion period for the work, resulting in completion of the project in December 2012.

### **FISCAL IMPACT**

Funding for this contract work has been budgeted from the fiscal year FY 11-12 Capital Improvement Program (CIP) budget for the Library Facility Improvement Project #0838.



\_\_\_\_\_  
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 Cashel Corporation, dba Integrated Media Systems, whose address is 2805 McGaw Avenue, Irvine, CA 92614.

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:

**AUDIO-VISUAL SYSTEM FOR THE BEVERLY HILLS PUBLIC LIBRARY RENOVATION**

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**

as contained in City's Bid Document for Bid No. 12-42, dated June 28, 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 130 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 Fifty Nine Thousand Two Hundred Sixty Eight Dollars Thirty Five Cents (\$59,268.35), 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"

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

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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

APPROVED TO FORM:

APPROVED AS TO CONTENT:

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

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

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

\_\_\_\_\_  
ALAN SCHNEIDER  
Director of Project Administration

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