



## AGENDA REPORT

**Meeting Date:** August 20, 2013

**Item Number:** G-11

**To:** Honorable Mayor & City Council

**From:** Alan Schneider, Director of Project Administration  
Donielle Kahikina, Project Manager

**Subject:** APPROVAL OF THE AWARD OF CONTRACTS TO VARIOUS CONTRACTORS FOR THE BEVERLY GARDENS RESTORATION BLOCK #14 PROJECT CONTINGENT UPON ACCEPTANCE BY THE CITY MANAGER OF SUFFICIENT DONATIONS TO THE CITY; AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND  
  
AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS ON BEHALF OF THE CITY FROM THE CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION AND TO EXECUTE PURCHASE ORDERS TO VARIOUS CONTRACTORS FOR THE CONTRACT WORK IN THE TOTAL AMOUNT OF \$1,255,871

**Attachments:** 1. Form of Contracts  
2. Bid package matrix

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### **RECOMMENDATION**

Staff recommends that the "City Council move to (1) approve the award of contracts to various lowest responsible bidders (listed below) for the construction of the Beverly Gardens Restoration Block #14 contingent upon acceptance by the City Manager of sufficient donations to the City"; (2) approve the construction contingencies listed below and delegate the authority to approve change orders to the Director of the department as provided in Beverly Hills Municipal Code Section 3-3-111; (3) approve the plans and specifications for the Project, dated July 26, 2013, with respect to design criteria; and (4) authorize the City Manager to accept donations on behalf of the City in a cumulative amount not to exceed \$600,000 from the City of Beverly Hills Community Charitable Foundation, for this purpose, and to execute purchase orders as follows:

1. Thomas Demolition, in the amount of \$206,327 for site & selective demolition, grading, spoils removal & temporary fencing; and approval of the construction contingency of \$20,000; and approval of Change Order #1 in the deductive amount of \$49,034;  
Approval of a purchase order in the amount of \$177,293 to Thomas Demolition for the work;
2. Trademark Concrete Systems, Inc. in the amount of \$27,211 for site concrete, curbs & reinforcement; and approval of the construction contingency of \$3,500;  
Approval of a purchase order in the amount of \$30,711 to Trademark Concrete Systems, Inc. for the work;
3. Bergelectric Corporation in the amount of \$37,903 for electrical & site lighting; and approval of the construction contingency of \$12,500;  
Approval of a purchase order in the amount of \$50,403 to Bergelectric Corporation for the work;
4. Kana Pipeline, Inc. in the amount of \$100,900 for site plumbing; and approval of the construction contingency of \$11,000; and approval of Change Order #1 in the deductive amount of \$39,110;  
Approval of a purchase order in the amount of \$72,790 to Kana Pipeline, Inc. for the work;
5. Plas-Tal Manufacturing Company in the amount of \$11,000 for structural steel, wire mesh & miscellaneous metal; and approval of the construction contingency of \$2,000;  
Approval of a purchase order in the amount of \$13,000 to Plas-Tal Manufacturing Company for the work;
6. California Commercial Pools Inc. in the amount of \$693,000 for water feature, equipment & waterproofing; and approval of the construction contingency of \$50,000;  
Approval of a purchase order in the amount of \$743,000 to California Commercial Pools Inc. for the work;
7. Masonry Concepts, Inc. in the amount of \$77,500 for precast coping; and approval of the construction contingency of \$5,000; and approval of Change Order #1 in the deductive amount of \$24,800;  
Approval of a purchase order in the amount of \$57,700 to Masonry Concepts, Inc. for the work;
8. Nevell Group Inc. in the amount of \$23,600 for plaster; and approval of the construction contingency of \$5,000;  
Approval of a purchase order in the amount of \$28,600 to Nevell Group Inc. for the work;

9. American Landscape, Inc. in the amount of \$98,736 for landscaping, irrigation & decomposed granite; and approval of the construction contingency of \$10,000; and approval of Change Order #1 in the deductive amount of \$26,362; Approval of a purchase order in the amount of \$82,374 to American Landscape, Inc. for the work.

## **INTRODUCTION**

The proposed Beverly Gardens Restoration project, as the first phase development addresses restoration of the "Lily Pond" and surrounding block (Block #14), between Beverly Drive and Canon Drive. The scope of work generally includes restoration of the lily pond; retention of the photo opportunity area (for the "Beverly Hills" sign); and new plantings at the water feature.

At the June 4, 2013 Study Session, the City Council provided direction to proceed with the bidding process. Matt Construction, engaged by the design team to assist with the preconstruction design effort was also engaged by the City to execute the bidding process using the construction management multi-prime delivery method resulting in the multiple bid submittals presented in this report.

On July 2, 2013 bids were received from the various pre-qualified subcontractors for the trade bid packages. However, for 6 of the bid packages only one bid was received. Consequently, on July 16, 2013 those bids were rejected and authorization was provided to re-bid the trade packages.

## **DISCUSSION**

### **Bid Process**

Through the services of the Construction Manager 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 trade journals and Beverly Hills newspapers and the construction documents were posted on the City's website.

### **Bid Results**

On August 8, 2013, 17 bids were received from the various pre-qualified subcontractors for the 6 trade bid packages previously rejected.

The results of the individual trade bids are described in the attached bid package matrix. For the majority of the bid packages at least three bids were received, and in one case two bids were received. The construction manager highly recommends acceptance of the lowest responsible bidders, even where two bids were received because it is viewed as a reasonable cost for the work. Current economic circumstances in the construction industry within the greater Los Angeles area have lessened the number of viable subcontractors, and strong competition for the available subs has resulted in fewer bids received. Additionally, upon close review of the bids received, it was determined that there was either scope overlap between trades, or scope reduction that affected four of the bid packages. Therefore, the Construction Manager has recommended a deductive change order for the demolition bid package in the total amount of \$49,034, the plumbing bid package in the total amount of \$39,110, the pre-cast coping bid package in

the total amount of \$24,800, and the landscape bid package in the total amount of \$26,362.

A summary of the project costs is as follows:

Base Bid:.....	\$1,136,871
Contingency:.....	\$119,000
Testing and Inspection:.....	\$35,000
Pre-construction Management.....	\$49,734
Construction Management:.....	<u>\$291,501</u>
	\$1,632,106

Based on the analysis of the overall bid results and other project costs, the project (Block #14) can be completed as envisioned within the anticipated cost. Therefore, staff recommends acceptance of the base bid amount of \$1,136,871. This amount is less than the engineer's pre-bid cost estimate for the base bid work of \$1,181,885, prepared by construction manager, Matt Construction. The total construction contract amount consists of the base bid and contingency which totals \$1,255,871. The construction management contract is included separately on the August 20 agenda. The Pre-construction contract was approved previously and the Testing and Inspection contracts will be executed under the City Manager's authority as those services are needed.

While the total project costs are within the anticipated budget, staff will be meeting with the donor organizer on Monday, August 19 for a final accounting of all donated funds in order to confirm that 100% of project funds are on deposit with the City and its Foundation prior to the City Council action. A supplemental report will be distributed to the City Council and made available to the public on Monday to confirm the funding status.

Future Maintenance

The construction of this project will result in a net new asset to be maintained by the City, costs of which are not currently included in the City's budget. The estimated cost for annual maintenance once this project is completed is \$20,000. The lead donor has generously agreed to include endowment funds in the fundraising effort for this project. However, the endowment has not yet been raised in this initial fundraising period. One option would be to earmark first-year maintenance costs from funds to be raised through January 2014. However, if those funds are not raised, the City will be responsible for the estimated \$20,000 of net increased maintenance costs for the block and an appropriation of funds request would be brought back to the City Council in January.

Charitable Foundation Acceptance

Staff anticipates that sufficient donations to the City and the City of Beverly Hills Community Charitable Foundation will be confirmed to be received by August 19, 2013 in order to fund the contracts and corresponding purchase orders. As noted, a supplemental report will confirm this prior to the City Council meeting. Additionally, the City of Beverly Hills Community Charitable Foundation 501c(3) will need to convene in order to formally accept the final donations in the Foundation's possession and then formally donate those funds to the City. The City will then need to formally accept the donations for this project. In order to meet the City Council's requested timeframe for completion of this project, this award of contract has been structured so that the City Manager is given the authority to accept the donations on behalf of the City, and so that the award of contracts is contingent upon the City Manager accepting sufficient

donations for the project. The City Manager authority to accept the donations for the Beverly Gardens project on behalf of the City is capped at \$600,000 and limited to donations which contain no restrictions or that contain restrictions that are consistent with prior City Council direction. The cap is based on the amount needed in donations to supplement the available funds from the City contribution.

The bid documents specify a five month completion period for the work. The anticipated project start date is August 26, 2013 with substantial completion in January 2014.

A contingency for each of the subcontractors has been included in each of the individual purchase orders, as described in the attached bid package matrix, to cover unforeseen conditions. The total contingency for the project is \$119,000. 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 construction contract amount of \$1,255,871 (including the contingency) is within the anticipated budget for this project. That budget includes up to \$750,000 of City matching funds. However, all additional project funds are being donated through the Friends of Beverly Gardens Park. The supplemental staff report to be distributed on Monday, August 19 will confirm the total funding availability.

Don Rhoads  
Finance Approva



Mahdi Aluzri  
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 Progressive Land Clearing dba Thomas Demolition, a California Corp, whose address is 1612 W. 134<sup>th</sup> Street, Gardena, CA 90249.

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:

#### **BEVERLY GARDENS PARK**

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 A: FORM OF CONTRACT**  
**APPENDIX B: SCOPE OF WORK**  
**APPENDIX C: PAYMENT PROCEDURES**  
**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

**EXHIBIT A: CONTRACT DOCUMENT LISTING**  
**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 One Hundred Fifty-Seven Thousand Two Hundred Ninety-Three Dollars (\$157,293.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk  
[Type text]

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

\_\_\_\_\_  
THOMAS DEMOLITION

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

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

APPROVED TO FORM:

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LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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JEFFREY KOLIN  
City Manager

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MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

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ALAN SCHNEIDER  
Director of Project Administration

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KARL KIRKMAN  
Risk Manager

[Type text]

## 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 Trademark Concrete Systems, Inc., a California Corp., whose address is 4561 E Eisenhower Circle, Anaheim, CA 92807.

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:

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**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

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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 Twenty-Seven Thousand Two Hundred Eleven Dollars (\$27,211.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
TRADEMARK CONCRETE SYSTEMS, INC.

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST:

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

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

[Type text]

APPROVED TO FORM:

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LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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JEFFREY KOLIN  
City Manager

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MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
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ALAN SCHNEIDER  
Director of Project Administration

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KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

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This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and Bergelectric Corporation, a California Corp, whose address is 1935 Deere Ave, Irvine, CA 92606.

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:

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[Type text]

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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 Thirty-Seven Thousand Nine Hundred Three Dollars (\$37,903.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
BERGELECTRIC CORPORATION

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST: \_\_\_\_\_

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

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

[Type text]

APPROVED TO FORM:

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LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
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ALAN SCHNEIDER  
Director of Project Administration

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KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

## 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 Kana Pipeline, Inc., a California Corp, whose address is 1639 E. Miraloma Ave, Placentia, CA 92870.

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:

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[Type text]

**BGP 010 Plaster**  
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as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 and

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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 Sixty-One Thousand Seven Hundred Ninety Dollars (\$61,790.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk  
[Type text]

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

\_\_\_\_\_  
KANA PIPELINE, INC.

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

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

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

## 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 Brunton Enterprises dba Plas-Tal Manufacturing Company, a California Corp, whose address is \_\_\_\_\_ 8815 Sorensen Ave, Sante Fe Springs, CA 90670.

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:

#### **BEVERLY GARDENS PARK**

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 A: FORM OF CONTRACT**  
**APPENDIX B: SCOPE OF WORK**  
**APPENDIX C: PAYMENT PROCEDURES**  
**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

**EXHIBIT A: CONTRACT DOCUMENT LISTING**  
**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 Eleven Thousand Dollars (\$11,000.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
PLAS-TAL MANUFACTURING COMPANY

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST:

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

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

[Type text]

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

**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 California Commercial Pools Inc., a California Corp, whose address is 2255 E. Auto Centre Drive, Glendora, CA 91740.

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:

**BEVERLY GARDENS PARK**

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**  
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**APPENDIX C: PAYMENT PROCEDURES**  
**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

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**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 Six Hundred Ninety-Three Thousand Dollars (\$693,000.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk  
[Type text]

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

\_\_\_\_\_  
CALIFORNIA COMMERCIAL POOLS INC.

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

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

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

## 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 Masonry Concepts, Inc., a California Corp., whose address is 15408 Cornet Street, Sante Fe Springs, CA 90670.

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:

#### **BEVERLY GARDENS PARK**

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:

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**SECTION 2: INSTRUCTIONS TO BIDDERS**  
**SECTION 3: SPECIAL CITY REQUIREMENTS**  
**SECTION 4: GENERAL SPECIFICATIONS**  
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**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

**EXHIBIT A: CONTRACT DOCUMENT LISTING**  
**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 Fifty-Two Thousand Seven Hundred Dollars (\$52,700.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
MASONRY CONCEPTS, INC.

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST:

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

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

[Type text]

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

**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 Nevell Group Inc., a California Corp., whose address is 3001 Enterprise St., Brea, CA 92821.

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:

**BEVERLY GARDENS PARK**

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**SECTION 2: INSTRUCTIONS TO BIDDERS**  
**SECTION 3: SPECIAL CITY REQUIREMENTS**  
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**APPENDIX B: SCOPE OF WORK**  
**APPENDIX C: PAYMENT PROCEDURES**  
**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

**EXHIBIT A: CONTRACT DOCUMENT LISTING**  
**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 Twenty-Three Thousand Six Hundred Dollars (\$23,600.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
NEVELL GROUP INC.

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST:

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

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

[Type text]

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

## 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 American Landscape, Inc., a California Corp., whose address is 7013 Owensmouth Ave., Canoga Park, CA 91303.

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:

#### **BEVERLY GARDENS PARK**

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:

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**SECTION 2: INSTRUCTIONS TO BIDDERS**  
**SECTION 3: SPECIAL CITY REQUIREMENTS**  
**SECTION 4: GENERAL SPECIFICATIONS**  
**SECTION 7: ADDITIONAL FORMS**  
**SECTION 8: GENERAL CONDITIONS**

**APPENDIX A: FORM OF CONTRACT**  
**APPENDIX B: SCOPE OF WORK**  
**APPENDIX C: PAYMENT PROCEDURES**  
**APPENDIX D: BID FORM**  
**APPENDIX E: TECHNICAL SPECIFICATIONS**

**EXHIBIT A: CONTRACT DOCUMENT LISTING**  
**EXHIBIT B: PROJECT STANDARD INFORMATION / INCLUSIONS**  
**EXHIBIT C: TRADE SPECIFIC SCOPE INCLUSIONS (BID PACKAGES)**  
**BGP 000 Survey & Layout**  
**BGP 001 Site & Selective Demolition, Grading, Spoil Removal, & Temp Fencing**  
**BGP 002 Site Concrete, Fountain Concrete, Curbs & Reinforcement**  
**BGP 003 Electrical and Site Lighting**  
**BGP 004 Site Plumbing**  
**BGP 005 Structural Steel & Misc Metal**  
**BGP 006 Water Feature, Equipment, Restoration & Waterproofing**  
**BGP 007 (Block 21 Alternate) Tile and Concrete Restoration**  
**BGP 008 Fountain Tile**  
**BGP 009 Masonry and Precast Coping**

[Type text]

**BGP 010 Plaster**  
**BGP 011 Landscaping and Irrigation**

**EXHIBIT D PROJECT SCHEDULE**

as contained in City's Bid Document for Bid No.14-01, dated June 30th, 2013 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 Seventy-Two Thousand Three Hundred Seventy-Four Dollars (\$72,374.00), payable as provided in the Contract Documents, inclusive of Alternate Bids none.

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"

\_\_\_\_\_  
AMERICAN LANDSCAPE, INC.

\_\_\_\_\_  
JOHN MIRISCH  
Mayor

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

ATTEST:

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

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

[Type text]

APPROVED TO FORM:

---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

MAHDI ALUZRI  
Assistant City Manager/Acting Director of  
Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

[Type text]

[Type text]

# **Attachment 2**

BEVERLY GARDENS PARK

**BID MATRIX**

Bid Pkg.	Description	Contractor	Base Bid	Notes
BGP 001	SITE & SELECTIVE DEMOLITION, GRADING, SPOILS REMOVAL, & TEMPORARY FENCING	<b>Thomas Demolition</b>	\$ 206,327	Contractors prequalified: 5; Bids received: 3; Thomas Demolition is the lowest responsive bidder.
		Leko	\$ 399,310	
		Sharma		
		Cal Ex		
		Crew Grading	\$ 311,600	
BGP 002	SITE CONCRETE, CURBS & REINFORCEMENT	HBA Inc.	\$ 28,860	Contractors prequalified: 4; Bids received: 3; Trademark is the lowest responsive bidder.
		<b>Trademark</b>	\$ 27,211	
		Reyes-Reycon		
		Jezowski & Merkel	\$ 27,586	
BGP 003	ELECTRICAL AND SITE LIGHTING	<b>Bergelectric</b>	\$ 37,903	Contractors prequalified: 5; Bids received: 3; Bergelectric is the lowest responsive bidder.
		AJ Kirkwood	\$ 42,420	
		Moroni		
		Cupertino		
		Steiny	\$ 47,700	
BGP 004	SITE PLUMBING	Muir-Chase	\$ 120,935	Contractors prequalified: 4; Bids received: 3; Kana Pipeline is the lowest responsive bidder.
		<b>Kana Pipeline</b>	\$ 100,900	
		Delta Pipeline	-	
		Kana Pipeline	\$ 100,900	
BGP 005	STRUCTURAL STEEL, WIRE MESH, & MISCELLANEOUS METALS	<b>Plas Tal</b>	\$ 11,000	Contractors prequalified: 5; Bids received: 3; Plas Tal is the lowest responsive bidder.
		ACSS	\$ 65,000	
		Paragon Steel	\$ 42,632	
		Hi-Tech Iron works		
		Southwest Steel		
BGP 006	WATER FEATURE, EQUIPMENT, & WATERPROOFING	<b>California Commerical Pools</b>	\$ 693,000	Contractors prequalified: 5; Bids received: 4; California Commercial Pools is the lowest responsive bidder.
		Pacific Aquascape	\$ 937,992	
		Pacific Aquascape	\$ 937,992	
		ValleyCrest		
		California Waters	\$ 842,553	
BGP 007	TILE & CONCRETE RESTORATION	Spectra		Deleted scope
		Bielski		
		Stuart Dean		
BGP 008	FOUNTAIN TILE	Inland Pacific Tile		Deleted scope
		Premier Tile & Marble		
		Serena Marble & Granite		
BGP 009	PRECAST COPING	Reyes-Reycon		Contractors prequalified: 3; Bids received: 2; Masonry Concepts is the lowest responsive bidder.
		HBA Inc.	\$ 84,900	
		<b>Masonry Concepts</b>	\$ 77,500	
BGP 010	PLASTER	<b>Nevell Group</b>	\$ 23,600	Contractors prequalified: 3; Bids received: 3; Nevell Group is the lowest responsive bidder.
		Anning Johnson	\$ 81,400	
		PCI	\$ 48,400	
BGP 011	LANDSCAPE, IRRIGATION, & DECOMPOSED GRANITE	Pierre Sprinkler	\$ 128,525	Contractors prequalified: 3; Bids received: 3; American Landscape is the lowest responsive bidder.
		ValleyCrest	\$ 184,800	
		<b>American Landscape</b>	\$ 98,736	