



AGENDA REPORT

Meeting Date: November 5, 2013
Item Number: D-7
To: Honorable Mayor & City Council
From: Mark Cuneo, City Engineer
Aaron Kunz, Deputy Director of Transportation
Tristan Malabanan, Civil Engineer

Subject: AWARD OF A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, STEINY AND COMPANY, INC. FOR THE WILSHIRE BOULEVARD MID-BLOCK PEDESTRIAN CROSSING BETWEEN SWALL DRIVE AND CLARK DRIVE WITHIN THE CITY OF BEVERLY HILLS, CALIFORNIA, IN THE AMOUNT OF \$116,794; APPROVAL OF THE PLANS AND SPECIFICATIONS THEREFOR; APPROVAL OF ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$130,000 TO STEINY AND COMPANY, INC. FOR THE PROJECT; AND

APPROVAL OF A FUNDING AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND JONES BH ACQUISITION, LLC (AUDI) FOR FUNDING OF WILSHIRE BOULEVARD MID-BLOCK PEDESTRIAN CROSSWALK (SWALL AND CLARK DRIVES).

Attachments:

1. Agreement with Steiny and Company, Inc.
2. Categorical Exemption
3. Location Map
4. Agreement with Audi

RECOMMENDATION

Staff recommends the City Council move to approve the award of a contract to the lowest responsible bidder, Steiny and Company, Inc. for the work pertaining to the construction of a new Wilshire Boulevard Mid-Block Pedestrian Crossing Between Swall Drive and Clark Drive in the amount of \$116,794; approve the plans and specifications which are adopted and approved with respect to design criteria; approve a construction contingency of 11.3% in the amount of \$13,206 and delegate the authority to approve

change orders to the Director of Capital Assets; and approve the issuance of a purchase order to Steiny and Company, Inc. in the amount of \$130,000.

Staff also recommends the approval of a funding agreement with Jones BH Acquisition, LLC (Audi) whereas Audi agrees to pay for 50% of the total costs to construct the signalized mid-block crosswalk. This agreement is pursuant to the May 7, 2013 staff report.

INTRODUCTION

This report is a request for City Council approval to award a contract to Steiny and Company, Inc. for the Wilshire Boulevard Mid-Block Pedestrian Crossing work within the City of Beverly Hills.

The plans and specifications for the Project, dated August 2013, were prepared by Iteris, Inc. and approved by Civil Engineering Staff.

In addition, it is appropriate to approve the funding agreement with Audi at this time as they will share 50% of the project costs to construct the signalized mid-block crosswalk.

DISCUSSION

Staff initially presented the project at the May 7, 2013 study session. Audi Beverly Hills has their main showroom at 8850 Wilshire Boulevard (south side) with an additional showroom and service center on the north side of the street. Almost all pedestrian crossings appeared to be related to the Audi dealership. Staff advised that the safest mid-block crosswalk option would be a signalized crossing similar to those on North Beverly and Cañon Drives in the Business Triangle. Audi Beverly Hills agreed to contribute 50% of the total cost for the design and construction of a new signalized mid-block crosswalk. City Council concurred with the plans to install the mid-block crosswalk and directed staff to return with an agreement for formal consideration.

This project includes installation of new signal poles, conduits, pull boxes, traffic cabinet, wiring, striping, curb ramps, and an uninterruptible power supply. A purchase order with Iteris, Inc. in the amount of \$11,000 was previously authorized for the preparation of construction documents for these improvements.

In early September, a Notice to Bidders was published in the Beverly Hills Courier (September 6, 2013), the Beverly Hills Weekly (September 12, 2013), several online industry advertisers, and on the City's website. On October 2, 2013, five bids were received and publicly opened in the City Clerk's Office. Bid results were as follows:

Steiny and Company, Inc.	\$116,794.00
Select Electric, Inc.	\$124,786.40
California Professional Engineering, Inc.	\$125,591.00
KDC, Inc. dba Dynalectric	\$131,012.00
Traffic Development Services, Inc.	\$156,434.00

The Engineer's construction estimate prepared by Iteris was \$120,000.

All documents submitted by the bidders were in order and the apparent low bidder is Steiny and Company, Inc. (Steiny). Staff recommends that the lowest bid be accepted and a contract for the construction of Wilshire Boulevard Mid-Block Pedestrian Crossing

and that a 11.3% contingency allowance in the amount of \$13,206 be included in the Purchase Order amount (for potential change orders due to unforeseen conditions) for a total authorization of \$130,000. The work on this project is scheduled to be completed within four months of the issuance of the notice to proceed.

Audi has offered to fund 50% of the total cost of the improvements. A funding agreement between the City and Audi is necessary to establish the terms and conditions for payment of their portion of the project cost. The total cost of the project is \$141,000, including a design cost of \$11,000 and a construction cost of \$130,000; therefore, Audi's portion of the project cost is \$70,500.

ENVIRONMENTAL ASSESSMENT

A Categorical Exemption was prepared for the "Wilshire Boulevard Mid-Block Pedestrian Crossing Between Swall Drive and Clark Drive" project and certified by the City's Community Development staff on October 3, 2013.

FISCAL IMPACT

Funds in the amount of \$130,000 for this project are available in Infrastructure Capital Improvement Project Fund Account Number 35-06-0367.

A construction contingency allowance in the amount of \$13,206 has been included in the total purchase order amount of \$130,000. Any change orders that require expenditures from this allowance shall be made only upon written request in accordance with the Municipal Code §3-3-111 regarding change orders.

Funds for this project are provided as follows:

<u>DEPT</u>	<u>FUND</u>	<u>PROJECT NUMBER</u>	<u>SUB-PROJECT NUMBER</u>	<u>FUNDING SOURCE</u>	<u>AMOUNT</u>
35	06	0367	35-06-0367-85040	Infrastructure CIP fund	\$130,000

Once Audi deposits \$70,500 with the City, the fiscal impact shall be reduced by half.


Don Rhoads

Finance Approval

David Lightner 
Approved By

Attachment 1

AGREEMENT

THIS AGREEMENT, made and entered into this **5th** day of **November, 2013**, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Steiny and Company, Inc.
12907 East Garvey Avenue
Baldwin Park, CA 91706-9923

hereinafter referred to as "Contractor";

WITNESSETH

In this consideration of their covenants the parties hereto agree as follows:

1. Contractor shall furnish all labor, materials and equipment necessary to perform the following work in the City of Beverly Hills, California, strictly in accordance with the Notice to Bidders, Proposal form, Plans and Specifications for such improvement, and Standard Contractual Requirements, inclusive of Addenda, each of these documents is made a part of this Contract as though fully set forth herein:

**WILSHIRE BOULEVARD MID-BLOCK PEDESTRIAN CROSSING
BETWEEN SWALL DRIVE AND CLARK DRIVE**

2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of **One Hundred Sixteen Thousand, Seven Hundred Ninety-Four Dollars and Zero Cents (\$116,794.00)** in the manner provided in subject Plans and Specifications and subject to adjustment provided therein.

3. Concurrently with the execution of this Contract, Contractor shall file with the City the bonds and certificates of insurance specified in said Standard Contractual Requirements.

4. This Contract shall not be assigned without the written permission of the City Council.

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

ATTEST:

CITY OF BEVERLY HILLS,
A municipal corporation

BYRON POPE, City Clerk

JOHN A. MIRISCH, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR: Steiny and Company, Inc.

JEFFREY C. KOLIN, City Manager

KARL KIRKMAN, Risk Manager

DAVID LIGHTNER, Director of Capital Assets

APPROVED AS TO FORM:

FUNDS AVAILABLE:

LAURENCE WIENER, City Attorney

DON RHOADS, Director of Administrative Services/Chief
Financial Officer

Attachment 2



BeverlyHills.org

CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
455 North Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1123
FAX: (310) 858-5966

Categorical Exemption

Name of Project: Wilshire Blvd. Mid-Block Pedestrian Crossing

Location: Wilshire Blvd. between Swall Dr. and Clark Dr.

Type of Business (if commercial) _____

Project Description: Construction/installation of a signalized pedestrian crossing which include traffic signal poles, conduits, pull boxes, a traffic cabinet, a UPS system, access ramps, and striping.

Applicant's Name: City of Beverly Hills Phone: 310-285-100

Applicant's Address: 455 N Rexford Drive

City: Beverly Hills Zip: 90210

If different, provide:

Agent's Name _____ Phone _____

Agent's Address _____

City _____ Zip _____

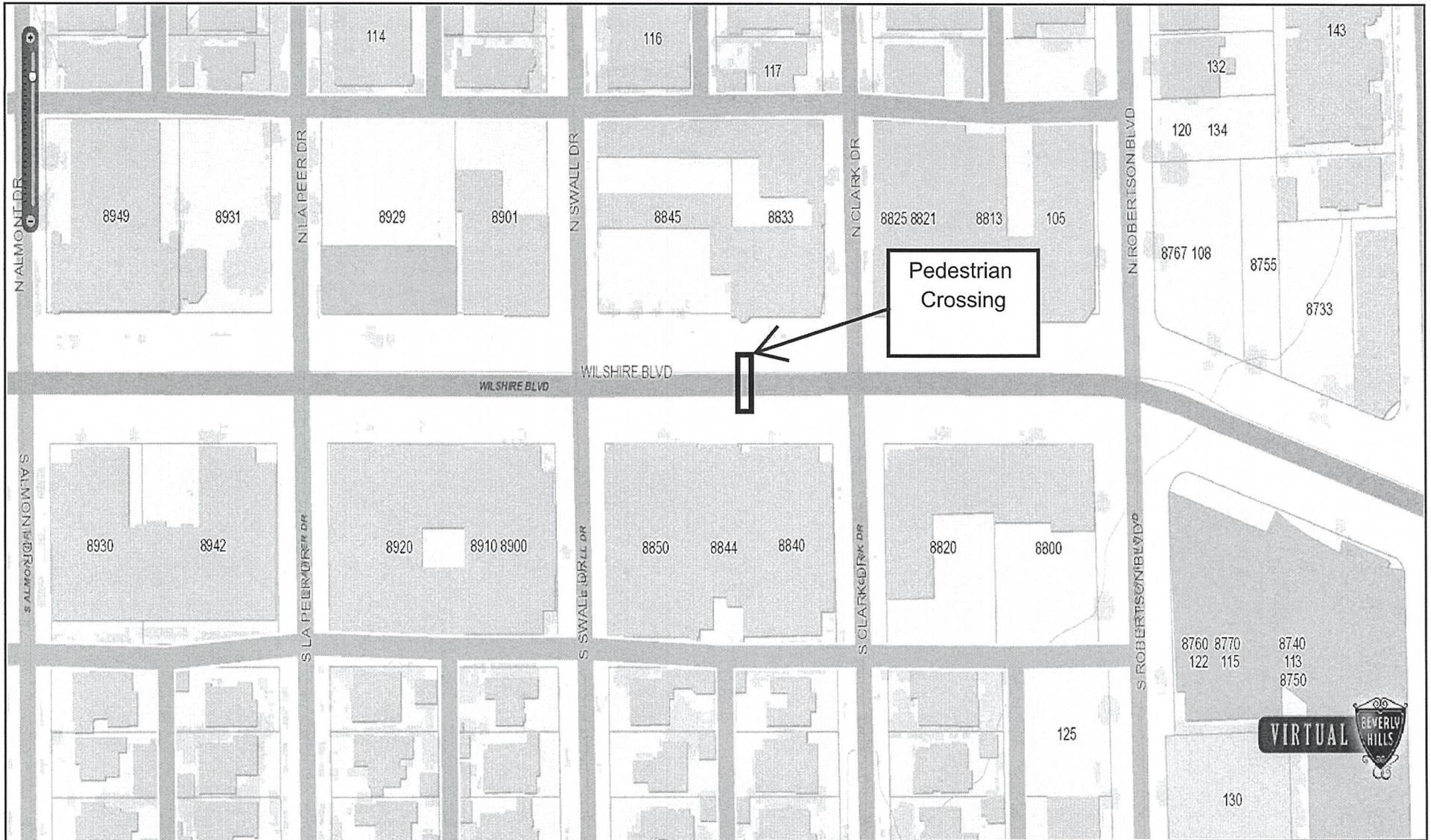
The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class 1

Comments: The project consists of the minor alteration of existing public facilities involving a negligible expansion of use.

Reviewed by Georgina Millican Date Oct. 3, 2013

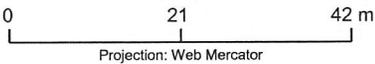
Attachment 3



Pedestrian Crossing



© Copyright 2010 City of Beverly Hills. All rights reserved. Although we make every effort to provide accurate data herein, this map is only representational and no warranties expressed or implied.



Author:

Date: 26 September 2013

Wilshire Blvd. Mid-Block Pedestrian Crossing

Attachment 4

FUNDING AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND JONES BH ACQUISITION, LLC (AUDI) FOR FUNDING OF WILSHIRE BOULEVARD MID-BLOCK PEDESTRIAN CROSSWALK (SWALL AND CLARK DRIVES)

THIS FUNDING AGREEMENT (this "Agreement") is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City") and Jones BH Acquisition, LLC ("Audi"), a limited liability company.

RECITALS

A. Audi is located in the City of Beverly Hills at 8850 Wilshire Boulevard between Swall Drive and Clark Drive.

B. The City is constructing a pedestrian crosswalk between Swall Drive and Clark Drive ("Pedestrian Crosswalk").

C. Audi has offered to pay for fifty percent (50%) of the cost of constructing the Pedestrian Crosswalk and City is accepting the offer of such funding.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties hereby agree as follows:

Section 1. Fund Authorization/Use of Funds.

(a) Audi shall submit to City on or before December 5, 2013 the amount of Seventy Thousand Five Hundred Dollars (\$70,500). City shall use the funds from Audi for the construction of the Wilshire Boulevard mid-block pedestrian crosswalk between Swall Drive and Clark Drive, as detailed in Bid No. 14-08, dated October 2, 2013.

Section 2. Assignment. This Agreement shall not be assigned by Audi without the written consent of City.

Section 3. Independent Contractor. At all times during the term of this Agreement Audi shall be an independent contractor and Audi, their officers, employees and agents shall not be employees of City. Nothing contained in this Agreement shall be construed to create any agency relationship between City and Audi.

Section 4. Maintenance and Repair of Pedestrian Crosswalk. Audi shall not be responsible or obligated to maintain, repair, refurbish, update or rehabilitate the pedestrian crosswalk once completed by City.

Section 5. Term. This Agreement shall remain in full force and effect from execution of the Agreement until July 1, 2014, unless terminated earlier as provided in Section 5 of this Agreement.

Section 6. Termination of Agreement. City may terminate this Agreement in writing at any time in which case it shall return all funds advanced by Audi within 10 days following the

notice of termination. The refund by City of all funds advanced by Audi shall be in full satisfaction of City's obligations hereunder.

Section 7. Notice. Whenever it shall be necessary for any party to serve notice on another respecting this Agreement, such notice shall be served by certified mail addressed to the City Clerk of the City of Beverly Hills, 455 North Rexford Drive, Beverly Hills, California 90210; or to Jones BH Acquisition, LLC, 8850 Wilshire Blvd., Beverly Hills, CA 90211, Attn: Michael Bradford, General Manager unless and until a different address may be furnished in writing by any party, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 8. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the parties on the matters included herein and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties to the Agreement.

Section 9. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Audi.

Section 10. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 2013, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

JONES BH ACQUISITION, LLC

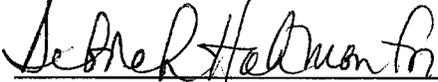


FLETCHER JONES, III
Chief Operating Officer



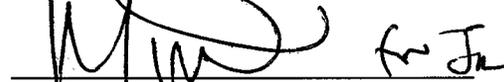
SHAWN DETTREY
Chief Financial Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY C. KOLIN
City Manager



SUSAN HEALY KEENE
Director of Community Development