



## AGENDA REPORT

**Meeting Date:** January 21, 2014  
**Item Number:** D-9  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration *A*  
**Subject:** APPROVAL OF THE AWARD OF CONTRACT TO C.S. LEGACY CONSTRUCTION, INC. FOR THE REXFORD DRIVE INTERSECTION IMPROVEMENT PROJECT; AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$435,624 TO C.S. LEGACY CONSTRUCTION, INC. FOR THE CONTRACT WORK  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the award of a contract to the lowest responsible bidder, C.S. Legacy Construction, Inc., for the Rexford Drive Intersection Improvement Project, Bid No. 14-03 in the amount of \$396,624; approve the construction contingency of \$39,000 and delegate the authority to approve change orders to the Director of the Department; approve the plans and specifications for the Project, dated November 14, 2013, which are adopted and approved with respect to design criteria; and approve a Purchase Order in the amount of \$435,624.

### **INTRODUCTION**

The 2013-14 Capital Improvement Program (CIP) budget includes the Rexford & Civic Center Intersection Reconfiguration project to improve the safety of pedestrian and vehicular circulation on Rexford Drive within the Civic Center complex. The proposed contract will construct the improvements as described below.

### **DISCUSSION**

In July 2012 the civil engineering firm, Psomas, was engaged to provide conceptual planning and prepare a Pre-Design Report (PDR). The PDR evaluated the impacts of

eliminating the existing turn-around entrance and creating a "T" configuration intersection at the Civic Center parking garage.

A City Council liaison committee (Mayor Mirisch and Councilmember Gold) met to review the project and recommended that more landscaping should be incorporated to maintain the feeling of greenery in the Civic Center and that features should be incorporated to discourage pedestrian jay-walking at the former crosswalk locations. These recommendations have been incorporated in the design.

The proposed improvements include the following scope of work:

- Eliminate existing "turn-around" entrance to parking garage.
- Develop a stop controlled "T" intersection including associated signage, striping and lighting.
- Reconfigure associated roadway, concrete curb and gutter, concrete sidewalks, and provide new disabled access curb ramps.
- Reconfigure landscaped planting areas.
- Install a new garage monument sign, designed to match the recently installed Civic Center signage.

Under an agreement approved by the City Council Psomas provided full engineering design services and prepared construction plans and specifications for construction. One additive alternate bid was specified to mill and replace 2" depth of existing asphalt pavement within Rexford Drive between the limits of the existing crosswalks. The consultant's cost estimate for the work excluding the alternate was \$431,000.

For this project a prequalification procedure following the State guidelines to obtain bids from experienced public roadway contractors was utilized. Among the items that the procedure required was experience in several recent boulevard beautification and/or street construction projects. The process was advertised in the Beverly Hills newspapers, construction trade journals, and the construction documents were posted on the City's website.

Two firms applied for prequalification. After examination and scoring of the submissions (as defined in the State guidelines), both firms were prequalified by staff.

On December 19, 2013, two bids were received. The bids results are as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Additive Alternate #1</u>
C. S. Legacy Construction, Inc.	\$396,624	\$15,609
Griffith Company	\$399,749	\$5,700

The low bidder, C. S. Legacy Construction, Inc., submitted a fully responsive bid, and as reported by the State Contractors Licensing Board, their license is current and in good standing.

Staff recommends that the base bid be accepted as the contract work, in the amount of \$396,624. It is further recommended to reject the alternate bid because the submitted amount exceeds the fair market value for the work, and will pursue other opportunities to perform this work. In addition, a contingency of \$39,000 is recommended for changes due to unforeseen conditions to complete the work. Therefore, the total amount for approval is \$435,624.

The contractual completion period is 60 days. During that period access to the Civic Center garage will be diverted to the Civic Center Drive entrance. Signage will be posted directing traffic to that entrance, as was accomplished during the Millard Sheets mural project.

The Department of Community Development has previously reviewed the project 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.

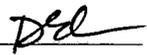
**FISCAL IMPACT**

Funding for this amendment is allocated in the fiscal year 2013-14 Capital Improvement Program (CIP) budget from the Rexford & Civic Center Intersection Reconfiguration project #0940.

Don Rhoads  
Finance Approval



David E. Lightner  
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 C.S. LEGACY CONSTRUCTION, INC., a Corporation, whose address is 13263 Yorba Avenue, Chino, CA 91710.

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:

**REXFORD DRIVE INTERSECTION IMPROVEMENTS PROJECT**

Item Description: Construct roadway intersection improvements, including paving, grading, landscaping, irrigation, signage, striping and lighting improvements at Rexford Drive adjacent to the Civic Center in the, Beverly Hills, California 90210.

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**
- APPENDIX B: SCOPE OF WORK**
- APPENDIX C: PAYMENT PROCEDURES**
- APPENDIX D: BID FORM**

as contained in City's Bid Document for Bid No. 14-03, dated August 29, 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 in 60 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 Three Hundred Ninety Six Thousand Six Hundred Twenty Four Dollars (\$396,624), 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"

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor

By: \_\_\_\_\_  
C.S. LEGACY CONSTRUCTION, INC.

ATTEST:

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

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

APPROVED TO FORM:

APPROVED AS TO CONTENT:

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

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

\_\_\_\_\_  
DAVID E. LIGHTNER  
Deputy City Manager/Director of Capital  
Assets

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

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