



## AGENDA REPORT

**Meeting Date:** May 20, 2014

**Item Number:** D-15

**To:** Honorable Mayor & City Council

**From:** Alan Schneider, Director of Project Administration   
Julio Guerrero, Contract Administrative Assistant

**Subject:** APPROVAL OF THE AWARD OF A CONTRACT TO JAM FIRE PROTECTION, INC. FOR THE PUBLIC WORKS FLEET SERVICES CENTER CNG DETECTION SYSTEM PROJECT; AND  
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$67,500.00 TO JAM FIRE PROTECTION, INC. FOR THE CONTRACT WORK

**Attachments:** 1. Form of Contract

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### RECOMMENDATION

It is recommended that the City Council approve the Award of a Contract to Jam Fire Protection, Inc. for the "Fleet Services Center CNG Detection System Project", Bid No. 14-27, in the amount of \$61,500.00; approve a construction contingency of \$6,000.00 and delegate the authority to approve change orders to the Director of Capital Assets, as defined in the purchasing ordinance; approve the plans and specifications for the Project, dated March 28, 2014, which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$67,500.00.

### INTRODUCTION

Design of the fleet services center did not contemplate the City's acquisition of compressed natural gas (CNG) vehicles. Currently the City operates 11 CNG sanitation and street sweeper vehicles. Maintenance of those vehicles is prohibited within the fleet services center because there is no methane detection system. The proposed contract provides a code compliant methane detection system, which would enable vehicle maintenance within the facility.

**DISCUSSION**

The following scope of work was developed to retrofit the existing Public Works Fleet Services Center with a compressed natural gas methane detection system:

- System includes high elevation ceiling sensors with remote calibration
- Sensors in vehicle maintenance bays
- Alarms and HVAC activation system, and related electrical work for gas detection, alarm and panel locations

The project bid documents were distributed to three firms to bid the project under the informal bidding process.

On April 17, 2014, two bids were received. The bid results were as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
JAM Fire Protection, Inc.	\$61,500.00
Clean Energy	\$131,592.00
PC Electric	No Bid

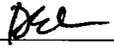
The low bidder, JAM Fire Protection, Inc., submitted a fully responsive bid, and as reported by the State Contractors Licensing Board, their license is current and in good standing. Review of the firm's references indicates that the firm has successfully executed similar work.

Staff recommends that the base bid be accepted as the contract work. The total contract amount is \$61,500.00. In addition, a contingency of \$6,000.00 (approximately 10% of the contract amount) is recommended for changes due to unforeseen conditions to complete the work.

The bid documents specify a 30 calendar day completion period for the work, resulting in completion of the project in early July 2014.

**FISCAL IMPACT**

The total contract amount of \$67,500.00 (including the contingency) has been budgeted for in the FY 13-14 Capital Improvement Program (CIP) budget approved by the City Council for the Public Works Yard and Facilities Improvements Project #0894.

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, JAM Corporation dba JAM Fire Protection, Inc. a California Corporation, whose address is 1930 S. Myrtle Avenue, Monrovia, CA 91016.

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:

**PUBLIC WORKS FLEET SERVICES CENTER CNG DETECTION SYSTEM PROJECT**

Item Description: Retrofit the existing Public Works Fleet Services Center with a compressed natural gas methane detection system located at 9333 West Third Steet, Beverly Hills, CA 90210. System shall include high elevation ceiling sensors with remote calibration, sensors in vehicle maintenance bays, related alarms and HVAC activation system and related electrical work for gas detection, alarm and panel locations.

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. 14-27, dated March 28, 2014 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 30 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 Sixty One Thousand Five Hundred Dollars (\$61,500.00), 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"  
JAM CORPORATION DBA JAM FIRE  
PROTECTION, INC.

\_\_\_\_\_  
LILI BOSSE  
Mayor

By: \_\_\_\_\_  
JOHN MONGILLO  
President

ATTEST:

By: \_\_\_\_\_  
MIKE DEUSHANE  
Vice President & Secretary

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

APPROVED TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

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

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

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