



AGENDA REPORT

Meeting Date: September 1, 2015
Item Number: D-8
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration 
Subject: RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
AWARDING A CONTRACT TO SOUTH COAST PAINTING FOR THE
BEVERLY CANON PARKING STRUCTURE PAINTING PROJECT
AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND
APPROVAL OF A PURCHASE ORDER TO SOUTH COAST
PAINTING IN THE TOTAL AMOUNT OF \$199,900 FOR THE
CONTRACT WORK

Attachments:

1. Resolution
2. Contract
3. Categorical Exemption

RECOMMENDATION

It is recommended that the City Council adopt the resolution awarding a contract to the lowest responsible bidder, South Coast Painting for the "Beverly Canon Parking Structure Painting Project", Bid No. 15-43, in the amount of \$181,900; approve the construction contingency of \$18,000 and delegate the authority to approve change orders to the Director of Capital Assets as provided in the Beverly Hills Municipal Code, Section 3-3-111; approve the plans and specifications for the Project, dated April 2, 2015, which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$199,900.

INTRODUCTION

The fiscal year 2015-16 Capital Improvement Program (CIP) includes a project to address capital maintenance and improvements for the City's parking facilities geared toward improving operations and/or revenue. Completed projects include painting, new signage, new doors and hardware at 9510 Brighton Way (at Rodeo Drive), 216 S. Beverly Drive, 440 N. Camden Drive and 461 N. Bedford Drive.

The proposed contract will continue the City parking garage improvements by repainting the entire parking structures at the Beverly Canon Parking Structure, located at 438 N.

Beverly Drive and 439 N. Canon Drive. Additional architectural improvements at this facility are in design phase to address the elevator lobbies, signage and graphics, which are scheduled to be implemented after the 2015 holiday season.

DISCUSSION

The City engaged the project management consultant, Stegeman & Kastner, to develop the program of facility upgrades related to painting and wayfinding signage at the parking garages.

The painting scope of work covers the entire interior, specified as the Base Bid work. Two alternate bids were included in the bid package for exterior painting (Alternate Bid #1) and power washing the interior of the parking structure (Alternate Bid #2).

The project was issued for informal bidding in accordance with the Public Contract Code and was distributed to six bidders that had submitted a notice of interest to bid City painting projects. Three firms attended the job walk and obtained bid documents for this project.

On August 13, 2015, three bids were received. The bids results are as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt Bid #1</u>	<u>Alt Bid #2</u>
South Coast Painting	\$141,900	\$28,000	\$12,000
Tony Painting	\$172,900	\$95,000	\$45,000
Interlog Construction	\$327,321	\$35,500	\$23,000

The low bidder, South Coast Painting, 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 including the City's own experience with the interior and exterior painting of the 9510 Brighton, 216 S. Beverly, 440 N. Camden and 461 N. Bedford parking structures.

Staff recommends that the base bid, Alternate Bid #1 and Alternate Bid #2 be accepted as the contract work, in the amount of \$181,900. In addition, a contingency of \$18,000 (approximately 10% of the contract amount) is recommended for changes due to unforeseen conditions to complete the work.

Under the State Public Contract Code Section 22032-34, a public agency can enact informal bidding for public projects for which the contract work is less than \$175,000. If all bids received are in excess of \$175,000, the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at \$187,500 or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable. The South Coast Painting bid for the contract work is \$181,900. In consideration of the bid results and past positive experience with low bidder, staff recommends the adoption of the resolution awarding the contract to South Coast Painting.

The bid documents specify a 30 calendar day completion period for the work, resulting in completion of the project in October 2015. All work is specified to be performed when the garage is closed so there will be no impact to garage operations during the painting work.

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The Department of Community Development has 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 contract work has been budgeted from the fiscal year 2014-15 Capital Improvement Program budget for Parking Program Upgrades and Improvements, project #0786.

 David E. Lightner

Approved By

Attachment 1

RESOLUTION 15-R-_____

RESOLUTION OF THE COUNCIL OF THE CITY OF
BEVERLY HILLS AWARDING A CONTRACT TO SOUTH
COAST PAINTING FOR THE BEVERLY CANON PARKING
STRUCTURE PAINTING PROJECT AND APPROVING
PLANS AND SPECIFICATIONS THEREFOR

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The plans and specifications for the Beverly Canon Parking Structure Painting Project, Bid No. 15-43 ("Project") copies of which are on file in the Capital Assets Department, are hereby adopted and approved with respect to design criteria.

Section 2. Public Contract Code section 22034 provides that a public agency may utilize informal bidding for public projects of \$175,000 or less. If all bids received exceed \$175,000, the public agency may, by adoption of a resolution by a four-fifths vote, award the contract to the lowest responsible bidder in the amount of \$187,500 or less if the cost estimate of the public agency was reasonable.

Section 3. The City invited bids utilizing an informal bid process as authorized by the Public Contract Code section 22034 for the Project due to the reasonable estimate by staff of a cost of \$175,000 or less. Three bids were received. The lowest bid was submitted by South Coast Painting in the amount of \$181,900.

Section 4. The City Council, by at least a four-fifths affirmative vote, finds that staff's estimate of \$175,000 or less was reasonable, and the lowest responsible bidder should be awarded the contract as it does not exceed \$187,500.

Section 5. Upon reviewing the bids submitted for the work to be performed pursuant to contract and said plans and specifications, the City Council hereby finds that South Coast Painting hereinafter "said Contractor", is the lowest responsible bidder for such work. The bid of said Contractor is hereby accepted in the total amount of \$181,900 which includes the Lump Sum Base Bid and Alternate Bid #1 and #2, and a contract for the performance of such work dated _____, and identified as Contract No. _____, a copy of which is on file in the Office of the City Clerk, is hereby approved and awarded to said Contractor.

Section 6. A construction contingency in the amount of \$18,000 is hereby approved for change orders to the contract as approved in writing by the Director of Capital Assets or his designee.

Section 7. The Mayor is authorized and directed to execute said Agreement on behalf of the City and the City Clerk is directed to attest thereto.

Section 8. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

Section 9. The City Clerk shall furnish a copy of said Agreement after it has been approved and fully executed by the City, along with a copy of this resolution, to: South Coast Painting, 29318 Highmore Avenue, Rancho Palos Verdes, CA 90275.

Section 10. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

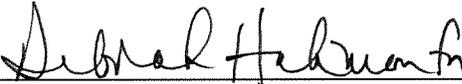
Adopted:

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

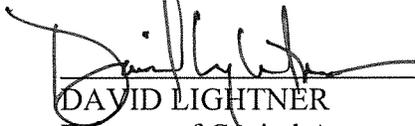
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



DAVID LIGHTNER
Director of Capital Assets



ALAN SCHNEIDER
Director of Project Administration

Attachment 2

CONTRACT

CITY OF BEVERLY HILLS

CONTRACT FOR

BEVERLY CANON PARKING STRUCTURE PAINTING PROJECT

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and South Coast Painting ("Contractor"). Contractor's license number is 892130.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Beverly Canon Parking Structure Painting Project ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Hundred Eighty One Thousand Nine Hundred Dollars (\$181,900.00) in accordance with the prices as submitted in Contractor's Proposal, attached hereto and incorporated herein by this reference.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that this Project is a public work to which prevailing wages apply. The provisions of Section 7.A of the General Provisions shall apply and are mandatory for this Project.
7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

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

CITY OF BEVERLY HILLS

By: _____
JULIAN A. GOLD, M.D., Mayor

ATTEST:

By: _____
BYRON POPE, City Clerk

Dated: _____

SOUTH COAST PAINTING
("CONTRACTOR")

By: _____

Printed Name: BOBBIE MANTIKAS

Title: Owner

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

By: _____
MAHDI ALUZRI
Interim City Manager

By: _____
DAVID E. LIGHTNER
Deputy City Manager/Director of Capital
Assets

By: _____
KARL KIRKMAN
Risk Manager

Attachment 3



www.beverlyhills.org

COMMUNITY DEVELOPMENT DEPARTMENT

455 N. Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1123
FAX: (310) 858-5966

CITY OF BEVERLY HILLS

Categorical Exemption

NAME OF PROJECT BEVERLY CANON PARKING STRUCTURE PAINTING PROJECT

LOCATION 438 N. Beverly Drive and 439 N. Canon Drive, Beverly Hills, California

TYPE OF BUSINESS (IF COMMERCIAL) Parking Facility

PROJECT DESCRIPTION Painting of the interior and exterior of the parking structure.

APPLICANT'S NAME City of Beverly Hills PHONE 310-285-1132

APPLICANT'S ADDRESS Project Administration 345 Foothill Road

CITY Beverly Hills, CA 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 Class 1(a)(15301) Existing Facilities

COMMENTS Class 1 includes interior or exterior alterations—in this case, painting of the existing parking structures.

REVIEWED BY Cynthia de la Jove Date 8/14/15