



AGENDA REPORT

Meeting Date: February 16, 2016

Item Number: E-8

To: Honorable Mayor & City Council

From: Chad Lynn, Assistant Director of Public Works Services

Subject: AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DMS FACILITY SERVICES, LLC FOR MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC); AND

APPROVAL OF A CHANGE PURCHASE ORDER TO DMS FACILITY SERVICES, LLC IN THE AMOUNT OF \$75,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$615,750 FOR A ONE-YEAR PERIOD (12 MONTHS).

Attachment:

1. Amendment
2. Agreement

RECOMMENDATION

Staff recommends that the City Council (1) approve Amendment No. 1 between the City of Beverly Hills and DMS Facility Services, LLC for Mechanical-Electrical Services; Fire and Life Safety; Heating, Ventilating, and Air Conditioning Systems (HVAC), and (2) approve a Change Purchase Order to DMS Facility Services, LLC in the amount of \$75,000.00 for a total not-to-exceed amount of \$615,750.00 for a one-year period (12 months) ending June 30, 2016.

DISCUSSION

In November 2010, the City released a Request for Proposals (RFP) for the selection and award of an agreement to a qualified service provider for conducting maintenance and repairs to various systems at City facilities, including mechanical and electrical systems, fire and life safety systems and HVAC systems. In March 2011, the City awarded a one-year agreement with up to four annual renewals to the lowest qualified bidder, DMS Facility Services, LLC (DMS), Agreement No. 67-11 (Attachment 2).

As part of the FY 2015/16 budget cycle, the City expanded these services with the addition of a contract building engineer, which included an additional contract vehicle, tools and support services.

The current agreement is set to expire at the end of February 2016. The City is currently in the process of developing an updated RFP to select and award a similar maintenance agreement to a qualified service provider. The RFP is scheduled for release this year and is expected to be award by the third quarter of 2016.

The proposed Amendment makes the following changes:

- Updates the expiration of the agreement to March 1, 2017
 - Staff intends to release and award an RFP in 2016, well before the proposed expiration date of this Amendment
 - The current agreement provides for the ability to terminate the agreement without cause upon five (5) days prior notice
- Memorializes increased service levels associated with expanded office spaces throughout the City through the addition of a contracted building engineer

Based on the RFP timeline, the need for continuous, uninterrupted service, and the intent to maintain the services related, staff recommends the City Council approval of the Amendment.

FISCAL IMPACT

The memorialization of the additional service levels, coupled with an anticipated wage escalator beginning in November 2016, will result in an additional \$516,527.94 to the Consideration if services were to continue for an additional year. \$75,000 will be added to current Purchase Order through June 30, 2016 and the remaining \$441,527.94 will be available under the agreement between July 1, 2016 and March 1, 2017. The total value of the agreement will change from \$2,580,774.21 to a not-to-exceed amount of \$3,097,302.15 for the total term.

Staff estimates that the Change Purchase Order for an additional \$75,000 will sufficiently cover expenses through the current fiscal year. Costs for this Amendment and Change Purchase Order are included in the current operating budget. Future contractual escalators will be addressed as part of the FY 2016/17 budget process.



Approved By
George Chavez

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND DMS FACILITY SERVICES,
LLC FOR MECHANICAL-ELECTRICAL SERVICES; FIRE
AND LIFE SAFETY; HEATING, VENTILATING, AND AIR
CONDITIONING SYSTEMS (HVAC)

NAME OF CONTRACTOR: DMS Facility Services, LLC

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Jeff Magann, Vice President/General Manager

CONTRACTOR'S ADDRESS: 417 East Huntington Drive
Monrovia, CA 91016

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez, Assistant City
Manager/Director of Public Works Services

COMMENCEMENT DATE: March 1, 2011

TERMINATION DATE: March 1, 2017

CONSIDERATION: Not To Exceed:

March 1, 2011 - June 30, 2011:	\$125,000.00
July 1, 2011 - June 30, 2012:	\$460,535.00
July 1, 2012 - June 30, 2013:	\$469,745.00
July 1, 2013 - June 30, 2014:	\$469,745.00
July 1, 2014 - June 30, 2015:	\$515,000.00
July 1, 2015 - June 30, 2016:	\$615,750.00
July 1, 2016 - March 1, 2017:	\$441,528.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DMS FACILITY SERVICES, LLC FOR MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC)

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and DMS Facility Services, LLC (hereinafter called "CONTRACTOR") dated March 1, 2011 and identified as Contract No. 67-11 ("Agreement").

RECITALS

A. CITY entered into a written agreement with CONTRACTOR for mechanical – electrical services, fire and life safety, and heating, ventilating and air conditioning systems (HVAC).

B. CITY and CONTRACTOR desire to amend the Agreement to increase the consideration and extend the termination date.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth on the cover page.

Section 2. The Termination Date shall be amended as set forth on the cover page.

Section 3. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____, 20____, at Beverly Hills, California.

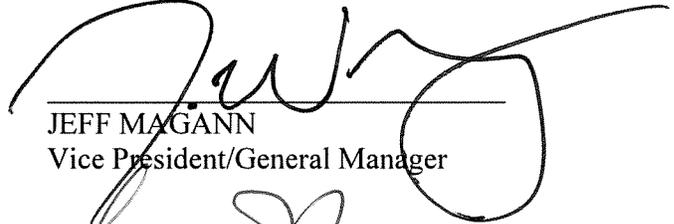
CITY OF BEVERLY HILLS,
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR: DMS FACILITY
SERVICES, LLC



JEFF MAGANN
Vice President/General Manager



CAROLE THORSEN
Secretary/Treasurer

APPROVED AS TO FORM:



DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public
Works Services



KARL KIRKMAN
Risk Manager

Attachment 2

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and
DMS Facility Services, LLC

("Contractor"), a California corporation, whose address is
417 East Huntington Drive, 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:

MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC)

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 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**
- SECTION 7: ADDITIONAL FORMS**
- SECTION 8: SCOPE OF SERVICES**
- SECTION 9: BID FORM**

as contained in City's Bid Document for Bid No 11-18., dated 11/30/2010 and 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.

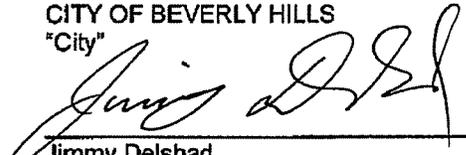
3. **PERFORMANCE PERIOD.** Contractor shall commence Work under this Agreement, after execution of the Contract, as provided in the Notice to Proceed, and Contractor shall continue to provide contract services for a minimum period of One Year, with services renewable by the City Manager or his designee in writing under the same terms and conditions of this Agreement, for four additional one (1) year periods, unless terminated sooner pursuant to the terms of the Contract.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the not to exceed sum of Four Hundred Sixty Thousand Five Hundred Thirty-Four and Twenty-Six Cents Dollars (\$460,534.26) per year, subject to any cost increases, additions or deletions as authorized in the Contract Documents, payable as provided in the Contract Documents. This amount includes a contingency for unanticipated additional services requested by City in writing in an amount not to exceed Forty Thousand Dollars (\$40,000).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

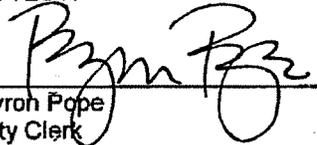
DATED: March 1, 2011

CITY OF BEVERLY HILLS
"City"



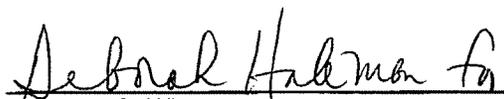
Jimmy Delshad
Mayor

ATTEST:



Byron Pope
City Clerk

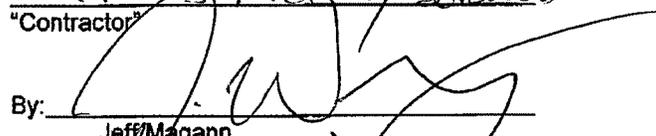
APPROVED AS TO FORM:



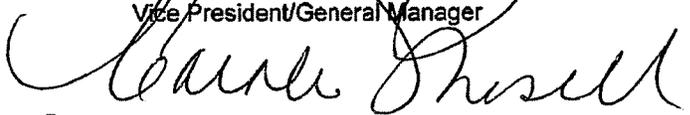
Laurence S. Wiener
City Attorney

DATED: 2/22/11

"Contractor"

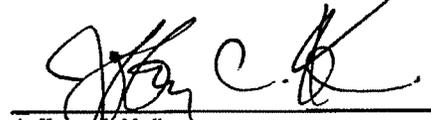


By: Jeff Magann
Vice President/General Manager

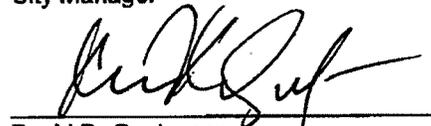


By: Carole Thorsen
Secretary/Treasurer

APPROVED AS TO CONTENT:



Jeffrey K. Kolin
City Manager



David D. Gustavson
Director of Public Works and Transportation



Karl Kirkman
Risk Manager

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

- | | | |
|----|--|--------------|
| 1. | BID | |
| | Signed by Bidder | <u> X </u> |
| 2. | AFFIDAVIT OF NONCOLLUSION | |
| | Enclosed | <u> X </u> |
| | Signed by Bidder (Notarized signature required) | |
| 3. | STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS | |
| | Enclosed | <u> X </u> |
| | Signed by Bidder | |
| 4. | SECTION 6: SIGNATURE AND LEGAL STATUS | |
| | Enclosed | <u> X </u> |
| | Signed by Bidder | |
| 5. | SECTION 7: EXPERIENCE FORM | |
| | Enclosed | <u> X </u> |

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

SECTION 9
BID FORM
MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY;
HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC)
NOVEMBER 1, 2010 THROUGH JUNE 30, 2011

1) BASE PAYROLL AMOUNT

BASE RATES	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER	\$47.35	\$9.02	\$10.74	\$1.68	\$68.79
CERTIFIED ENGINEER	\$36.24	\$6.90	\$10.74	\$1.35	\$55.23
NON-CERTIFIED ENGINEER	\$30.74	\$5.89	\$10.74	\$1.18	\$48.52

2) OVERTIME AT 1.5X PAYROLL AMOUNT

OVERTIME @1.5X RATE	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER	\$71.03	\$13.53	\$6.00	\$1.36	\$91.91
CERTIFIED ENGINEER	\$54.36	\$10.36	\$6.00	\$1.06	\$71.78
NON-CERTIFIED ENGINEER	\$46.11	\$8.78	\$6.00	\$0.91	\$61.81

3) OVERTIME AT 2X PAYROLL AMOUNT

OVERTIME @1.5X RATE	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER	\$94.70	\$18.04	\$6.00	\$1.78	\$120.52
CERTIFIED ENGINEER	\$72.48	\$13.81	\$6.00	\$1.38	\$93.67
NON-CERTIFIED ENGINEER	\$61.48	\$11.71	\$6.00	\$1.19	\$80.38

NOTE:- INCLUDE ALL OVERHEAD, PROFIT, GENERAL OPERATING EXPENSE, OTHER INSURANCE, BONDING, AND OTHER PAYROLL RELATED FEES

Initials 

BID FORM PAGE 2

**SECTION 9
BID FORM**

VEHICLE EXPENSE -- TOTAL COST PER VEHICLE	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION, PURCHASE / LEASE, INSURANCE FUEL, UPKEEP, OPERATING EXPENSES, TEMPORARY REPLACEMENT DURING REPAIR, ETC.	MONTHLY PER VEHICLE \$663.92

UNIFORM EXPENSE -- TOTAL COST PER EMPLOYEE	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION RENTAL FEES REPAIR ETC,	MONTHLY PER EMPLOYEE \$39.78

CELL PHONE EXPENSE -- TOTAL COST	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION RENTAL FEES REPAIR ETC,	
	MONTHLY
CHIEF ENGINEER	\$75.00
ENGINEER - 1	\$75.00
ENGINEER - 2	\$25.00

SAFETY SHOE EXPENSE -- TOTAL COST	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION, ETC,	
	ANNUAL
CHIEF ENGINEER	\$100.00
ENGINEER - 1	\$100.00
ENGINEER - 2	\$100.00

ADDITIONAL SERVICES OR MATERIAL PURCHASE HANDLING FEE	
BASIS (COST + PERCENT, DISCOUNTED LIST, ETC)	Cost + 3.0 Percent
RATE IF APPLICABLE	

Signature  Date 12/20/10

BID FORM PAGE 3

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On December 20, 2010 before me, JONNA WORLAND, Notary Public
(Here insert name and title of the officer)

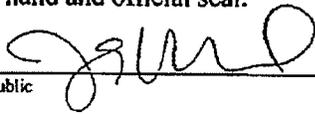
personally appeared Kirk Leach

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

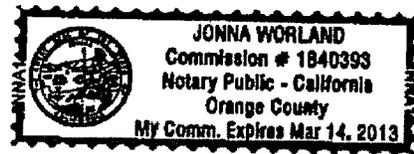
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

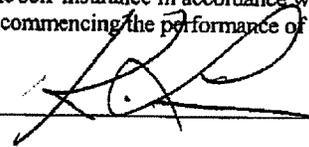
Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

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, Contractor hereby 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 worker's compensation or to undertake 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."

Date: 12/20/10

Signature: 

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by DMS Facility Services, LLC
(Name of Firm)

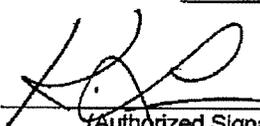
Legal status of bidder: Please check the appropriate box

A. Corporation ; State of Incorporation California Date: 05/21/1998

B. Partnership ; List Names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder  Title VP
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address 417 E. Huntington Dr. City Monrovia Zip 91016

Telephone # (626) 305-8500

Signed this 20th day of December 2010

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
_____	_____
_____	_____
_____	_____

EXPERIENCE FORM

Bidders must complete the following Experience Form and submit all required information. Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.

Bidders shall have experience in Mechanical Electrical Services; Fire and Life Safety; Heating, Ventilation and Air Conditioning Systems that are comparable to the work specified by this bid package, in comparable facilities. City shall determine, in its sole discretion, what constitutes comparable projects.

LICENSING

- 1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: California
Category: General Building
License: 811288
Class: B-1, C-27

GENERAL EXPERIENCE

- 2) List the categories of work that your organization normally performs with its own forces.

i) Trades: Engineering Services
Janitorial
Landscape

- 3) Claims and Suits: (if the answer to any of the questions below is yes, attach details)

- i) Has your organization ever failed to complete any work awarded to it? No
ii) Are there any judgment, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No
iii) Has your organization ever had a judgment or law suit filed against the firm with regard to construction or service contracts within the last five years? No
iv) Has your organization ever been cited for violation in complying with the Prevailing Wage requirements? No

- 4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction or service contract? (If the answer is yes, attach details) No

- 5) On a separate sheet, list the major Service Contracts your organization has in progress, giving the name of the account, owner, contract amount, and scheduled expiration date.

i) State total worth of work under contract: _____

- 6) On a separate sheet, list the major Service Contracts your organization has completed in the past five years, giving the name of the account, owner, contract amount, and date of expiration.

- 7) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

- 8) Within the last five years, list at least three (3) Heating, Ventilating and Air Conditioning Service Contracts your organization has held involving large governmental or other comparable facilities, which include similar trade categories. On a separate sheet, provide the owner, contract amount, and date of contract award of the projects listed.

- i) U.S. Bureau of Engraving and Printing
- ii) Richard M. Nixon Library
- iii) City of Calabases Civic Center

REFERENCES

- 9) Trade references: (provide on a separate sheet)

Bank references: (provide on a separate sheet)

BID PACKAGE

**CITY OF BEVERLY HILLS
PUBLIC WORKS/TRANSPORTATION DEPARTMENT
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210**

LEGAL NOTICE - BIDS WANTED

**MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY;
HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC)**

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**
- SECTION 7: ADDITIONAL FORMS**
- SECTION 8: SCOPE OF SERVICES**
- SECTION 9: BID FORM**

SECTION 1: NOTICE INVITING BIDS

1. Notice Inviting Bids

- a. **Date of Request 11/30/10**
- b. **Bid Number: 11-18**
- c. **Item Description: MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC).**
- d. **Obtaining Bid Documents:** A copy of the Bid Package may be obtained by mail or in person from Public Works Department, Facilities Maintenance Division, 345 Foothill Road, Beverly Hills, CA 90201, telephone number 310-285-2487.
- e. **Bid Opening: 12/22/2010, 2:00 p.m.**
- f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the City Clerks Office, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: **BID PACKAGE 11-18: MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC).**
- g. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid California Contractor's License Class B1 or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid non responsive and bar the award of the contract to that non responsive Bidder.
- h. **Liquidated Damages:** There shall be a \$500.00 assessment for each and every calendar day work remains undone after date fixed for completion.

i. **Prevailing Wages:** In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

j. **Prebid Conference Date and Location:** A mandatory pre-bid conference will be held on 12/08/2010 9am at 345 Foothill Road, Beverly Hills.

k. **Insurance:** Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificates shall be on the City's standard proof of insurance form.

l. **Contact Person:** A bidder or potential bidder who has a procedural question may call Terry Wagner, Facilities Maintenance Manager, at telephone number 310-285-2487. A substantive question must be submitted in writing **no later than** 12/20/210 and a copy of that question plus a written response to it will be Faxed, e-mailed, or mailed to all parties who have obtained a bid package.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2. Instructions to Bidders

a. **General Bid Requirements.** To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no proposal may be withdrawn after Bid Opening.

b. **Bidder Must Make Thorough Investigation.** It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

c. **Acceptance of Conditions.** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding and conclusive.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

(7) The City reserves the right to award all or part of the bid submitted and to award to multiple bidders when in the City's sole judgment such award is in the City's best interest.

d. **Registration and Qualifications of Contractors.** Before submitting bids, contractors shall be licensed in accordance with Business and Professions Code Section 7000 et. seq., and each contractor shall insert its license number on its bid.

In submitting its bid, contractor warrants that it has work experience comparable to that which is to be performed. Prior to award of a Contract, City may request of any bidder, a statement setting forth its work experience of a nature comparable to that which is to be performed. That statement shall describe the work performed during the period three (3) years immediately preceding the date of the statement, and shall give the owner, location, and contract price of all such work, together with the dates of beginning and completing that work. This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement may result in rejection of the bid as non responsive.

Any bidder not licensed at the time of award of the contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

e. **Truth and Accuracy of Representation.** False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

f. **Withdrawal of Proposals.** A bidder may withdraw a proposal at any time prior to bid opening; no bid may be withdrawn after bid opening.

g. **City Changes to the Bid Documents.** The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as non-responsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

h. **Notice Regarding Disclosure of Contents of Bids.** All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

i. **Warranties, Guarantees and Manufacturer's Specifications.** If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

k. **Award of Bid and Determination of Responsiveness.** The City shall determine the bidder to whom the Contract shall be awarded. In making this determination, the City shall consider (in no particular order):

- (1) The cost to the City;
- (2) The quality of supplies, materials or components;
- (3) The ability, capacity and skill of the bidder to fulfill the scope of Services required;
- (4) Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- (5) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the Contract or fulfill the scope of the Services;
- (6) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (7) The quality and timeliness of the bidder's performance on previous purchase orders or contracts with the City;
- (8) Litigation by the bidder on previous purchase orders or contracts with the City;
- (9) The ability of the bidder to provide future maintenance and service where such maintenance and service are essential;

The City reserves the right to be the sole and exclusive judge of quality, compliance with bid requirements, and all other matters pertaining to this bid.

l. **Prompt Payment Discounts.** Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

m. **Bids Other than "Lump Sum" Bids.** Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.

n. **Prices in Bid.** Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

o. **Assignment and Subcontracting.** The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

p. **Errors and Omissions.** Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

q. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees.** Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

r. **Taxes.** The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3. **Special City Requirements.** All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Fair Employment Practices/Equal Opportunity Acts.**

In the performance of any services described in this Bid Package, Contractor and every supplier of materials and services shall comply with all applicable provisions to the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. ss200e-217), whichever is more restrictive.

b. **Affidavit of Non-Collusion by Contractor.** The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

c. **Requirement for Acceptance of Sureties.**

(1) The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

(2) There must be on file with the City Clerk of the City of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

SECTION 4: GENERAL SPECIFICATIONS

4. General Specifications

a. **Sample Contract.** A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix A and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work.** The Scope of Work shall be as described in and in accordance with the specifications set forth in SECTION 8 and all attachments therein referred to, and by this reference, incorporated herein.

c. **Bid Proposal Quantities.** The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Standard Specifications.** In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

e. **Meaning of Amount of Bid.** Except where otherwise provided, all costs to perform the entirety of the Work, including all costs required for repair or replacement of existing improvements damaged, injured or removed as a result of the Work, shall be reflected in the unit or lump sum prices stated in the bidder's bid. If no specific unit or lump sum line item is required to be bid for a specific item of Work, then all costs related to that item shall be incorporated into the unit or lump sum prices provided for all other items. The total price of the bid is to be interpreted as the total price of all Work required under the Contract, whether or not there is a specific line item identifying a particular item of Work.

f. **Compliance with Labor Laws.** Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is available for inspection and reference during regular business hours. Contractor shall submit with bid, on a form provided in Section 7, a statement acknowledging obligation to comply with California Labor Law requirements. Eight hours labor constitutes a legal day's work.

g. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 per accident.

(4) Evidence of Coverage:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+.VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverage shall name the City, its City Council and every officer, agent and employee of City as additional insured with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the Insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

h. Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, including its officers, agents, servants and employees, from any and all costs, claims, liabilities, damages, or expenses, including, without limitation, costs of suit and reasonable attorney fees, arising out of the operations, acts or omissions of the Contractor, its agents, servants, subcontractors or employees.

i. **Materials and Workmanship.** The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from moneys owed to the Contractor.

j. **License and Permits.** Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

k. **Changes to the Work.** City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

l. **Termination of Work.**

(1) **For Cause.** Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) **Without Cause.** City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) **Payment.** Upon termination of the Contract in whole or in part, City shall pay Contractor, subject to all provisions of the Contract for retention of funds, for all Work completed prior to the date of termination.

m. **Resolution of Claims and Disputes.** Public Contract Code Sections 20104 et seq. apply to this contract. Those Public Contract Code Sections are attached hereto as Exhibit I. In any arbitration to resolve a dispute relating to or arising out of this contract, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

n. **Assignment of Unfair Business Practices.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or a subcontractor offers and agrees to assign to the awarding body 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 Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

o. **Safety and Protection of Workers.** Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

(2) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

(3) In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 5: BIDDER'S BID

5. **Bidder's Bid.** The Bidder's Bid Form is provided in SECTION 9 hereto, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City as described in Section 1, "Notice Inviting Bids", above. Bidder shall provide three (3) copies of their bid proposal.

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ___; State of Incorporation _____ Date: _____

B. Partnership ___; List Names _____

C. DBA ___; State full name _____ DBA

D. Other ___; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone #() _____

Signed this _____ day of _____ 199_

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
---------------------	--------------------------

_____	_____
_____	_____
_____	_____

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Certificate of Insurance
- e. Bidder's Check List
- f. Exhibit I – Public Contract Code
- g. Appendix A – Form of Contract

EXPERIENCE FORM

Bidders must complete the following Experience Form and submit all required information. **Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.**

Bidders shall have experience in Mechanical Electrical Services; Fire and Life Safety; Heating, Ventilation and Air Conditioning Systems that are comparable to the work specified by this bid package, in comparable facilities. City shall determine, in its sole discretion, what constitutes comparable projects.

LICENSING

- 1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: _____
Category: _____
License: _____
Class: _____

GENERAL EXPERIENCE

- 2) List the categories of work that your organization normally performs with its own forces.

i) Trades: _____

- 3) Claims and Suits: (if the answer to any of the questions below is yes, attach details)

- i) Has your organization ever failed to complete any work awarded to it? _____
- ii) Are there any judgment, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
- iii) Has your organization ever had a judgment or law suit filed against the firm with regard to construction or service contracts within the last five years? _____
- iv) Has your organization ever been cited for violation in complying with the Prevailing Wage requirements? _____

- 4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction or service contract? (If the answer is yes, attach details) _____

- 5) On a separate sheet, list the major Service Contracts your organization has in progress, giving the name of the account, owner, contract amount, and scheduled expiration date.

i) State total worth of work under contract: _____

- 6) On a separate sheet, list the major Service Contracts your organization has completed in the past five years, giving the name of the account, owner, contract amount, and date of expiration.

- 7) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

8) Within the last five years, list at least three (3) Heating, Ventilating and Air Conditioning Service Contracts your organization has held involving large governmental or other comparable facilities, which include similar trade categories. On a separate sheet, provide the owner, contract amount, and date of contract award of the projects listed.

- i) _____
- ii) _____
- iii) _____

REFERENCES

9) Trade references: (provide on a separate sheet)

Bank references: (provide on a separate sheet)

AFFIDAVIT OF NON-COLLUSION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor

ATTACH APPROPRIATE
NOTARY ACKNOWLEDGMENTS

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

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, Contractor hereby 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 worker's compensation or to undertake 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."

Date: _____

Signature: _____

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE	EXPIR. DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
		AUTOMOBILE LIABILITY []				
		GENERAL LIABILITY []				
		PRODUCTS /COMPLETED OPERATIONS []				
		BLANKET CONTRACTUAL []				
		CONTRACTOR'S PROTECTIVE []				
		PERSONAL INJURY []				
		OTHER []				
		EXCESS LIABILITY []				
		WORKERS' COMPENSATION []				

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:
MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY; HEATING, VENTILATING, AND AIR CONDITIONING SYSTEM (HVAC)

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
 Authorized Insurance Representative

AGENCY _____

TITLE _____

ADDRESS _____

FORM RMO2

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. **BID**
Signed by Bidder _____
2. **AFFIDAVIT OF NONCOLLUSION**
Enclosed _____
Signed by Bidder (Notarized signature required)
3. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**
Enclosed _____
Signed by Bidder
4. **SECTION 6: SIGNATURE AND LEGAL STATUS**
Enclosed _____
Signed by Bidder
5. **SECTION 7: EXPERIENCE FORM**
Enclosed _____

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

EXHIBIT I

Public Contract Code

ARTICLE 1.5. RESOLUTION OF CONSTRUCTION CLAIMS

§20104:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arises between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans and specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§20104.2:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time a claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§20104.6:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

§20104.8:

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1994 and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

SECTION 8

SCOPE OF SERVICES

**MECHANICAL - ELECTRICAL SERVICES; FIRE AND LIFE SAFETY;
HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (HVAC)**

SECTION I

GENERAL REQUIREMENTS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS DOCUMENT.

**MECHANICAL - ELECTRICAL SERVICES; FIRE AND LIFE SAFETY;
HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (HVAC)**

1. **TERM OF CONTRACT.** This Scope of Services (Scope) will govern the performance of services noted within, for a period of one (1) year with four (4) optional annual extensions, for a total contract term of up to five (5) years. This Contract shall become effective on execution of the Agreement for services and Notice to Proceed and shall expire on the anniversary of the Notice to Proceed unless renewed. City reserves the right to extend the contract term by Agreement beyond expiration date; however, the City does not imply that the contract, as written, or the resulting Agreement for services, will necessarily be extended. Notwithstanding anything contained herein to the contrary, upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause.
2. **PRICES:** Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of each year that the contract remains in effect. Cost increases shall be in accordance with the currently applicable IUOE Local 501 BOMA Los Angeles negotiated agreement.
3. **UNION AFFILIATION.** All non-management employees and labor provided by the Contractor under the terms of this agreement shall be employed under a collective bargaining agreement between the Contractor and a Labor Union of the appropriate trades recognized by the State of California. The Proposer shall submit documentation to verify compliance with this provision with the proposal.
4. **LABOR LAWS.** Contractor shall comply with any and all applicable state and federal labor laws including, but not limited to, alien labor and prevailing wages.
5. **CITY CHANGES TO SCOPE OF WORK.** The City reserves the right to change any part of the Scope of Services at any time. In that event, those changes shall be reviewed for impact to the cost of the work, and adjustment, either up or down, shall be made in accordance with provisions shown elsewhere in this document.

City may, by written notice of the Administrator, initiate any change within the scope of the Scope of Services, as noted above. If Contractor desires to make any change, Contractor must submit a written request for that change to the City. However, Contractor may make that change only upon written order of the City. A corresponding equitable change in the agreed-to Price of this work will be made for each change ordered.
6. **TAXES.** The prices bid shall include all federal, state, local and other taxes.

7. **FIDELITY BOND.** Contractor shall procure a blanket fidelity or honesty bond to protect the Contractor and City from loss caused by employee dishonesty or similar acts. The form of the bond shall be subject to approval of the City Attorney and Risk Manager. The amount of the bond shall be at least \$50,000 and shall apply separately to Contractor's work for the City. Bond shall be issued by a company authorized to issue such bonds in the State of California.
8. **DEFINITIONS.**
- A. **DAILY** shall mean seven (7) days per week including holidays, unless noted otherwise.
- B. **MONDAY-FRIDAY (MON-FRI)** shall mean five (5) days per week, Monday through Friday, unless otherwise noted.
- C. **SATURDAY-SUNDAY (SAT-SUN)** shall mean the two days of the weekend, Saturday and Sunday.
- D. **WEEKLY** shall mean one day per week. Day selected shall be determined by the Administrator.
- E. **BI-WEEKLY** shall mean every other week (twice a month). Week shall be selected by the Administrator.
- F. **BI-MONTHLY** shall mean every other month (twice a month).
- G. **MONTHLY** shall mean once per calendar month. Day(s) selected shall be determined by the Administrator.
- H. **SEMI-ANNUALLY** shall mean twice per calendar year. Days shall be determined by the Administrator.
- I. **ANNUALLY** shall mean once per calendar year. Day(s) selected shall be determined by the Administrator.
- J. **CONTRACTOR** shall mean the Contractor awarded a Agreement under the terms of this Scope of Services.
- K. **CITY** shall mean the City of Beverly Hills
- L. **P.M.** shall mean preventive maintenance service.
- M. **SUBCONTRACTOR** shall mean a Contractor hired by the primary Contractor to perform specified work under the direction and control of the primary Contractor.
- (1) All subcontractors are subject to approval by the Administrator. Upon request by the Administrator, the Contractor will cease to use any subcontractor and will henceforth perform the work with his own personnel or use another subcontractor approved by the Administrator.
- (2) No change shall be made by the Contractor with respect to any subcontractor without prior written authorization of the Administrator.
- (3) All terms and specifications contained herein apply with the same force and effect to subcontractors as to the primary Contractor.
- N.. **ADMINISTRATOR** shall mean the Public Works Department Facilities Maintenance Manager or his designee(s). The Administrator shall represent the City in matters of the Contract.

9. **DIRECTION, TRAINING AND INSTRUCTION.**

- A. All personnel employed by the Contractor shall be fully qualified to furnish services specified and to conform satisfactorily with conditions of performance detailed in this document. A working Chief Engineer shall be assigned to supervise Contractor's on-site employees.
- B. Work Scope shall be maintained to the satisfaction of the Administrator, including the accurate and timely reporting on all activities, as required by the City.

10. **PERSONNEL AND LABOR.** The Contractor shall furnish and provide all necessary labor required for the efficient performance of all services specified in this document, including supervision to the full extent contained in these specifications, and such labor shall conform fully with the pertinent conditions of maintenance required.

Non-waivable conditions of contract shall be:

- A. All of the Contractor's employees assigned to each location shall fully capable of understanding written and oral instruction in English, to the satisfaction of the City. This shall apply to both the Contractor and authorized Subcontractor personnel.
- B. Contractor shall furnish a Monthly Report of Vacation and Sick Leave accrual, use and to date total available hours to the Administrator.
- C. Contractor shall bill City for hours charged on Employee Time Records (Time Cards) that have been approved by the Administrator or his / her designee. Employee Time Records will include Hours Worked, Holidays, Vacation, Sick (or other) approved leave.
- D. Sick leave accruals are not cashable and will not be paid upon termination of any permanently assigned employee
- E. City shall pay any Vacation accruals upon termination of any permanently assigned employee.
- F. City may approve cash in lieu of time off for vacation hours accrued.

11. **DRESS.**

- A. The Contractor shall provide and require ALL his personnel to wear work uniforms while providing services to the City. Uniforms must be of an approved color and display company insignia, Uniforms shall consist of matching or color coordinated shirt and full length pants, and shall include safety shoes which all employees will be required to wear. Contractor's employees reporting for work not in correct uniform will not be permitted to enter City facilities.

12. **RESPONSIBILITY.**

- A. All authority to employ and pay all costs for persons providing services to the City is the responsibility of the Contractor. The Contractor shall, however, at the request of the Administrator, immediately remove any employee from this job and immediately replace him/her with one acceptable to the Administrator. Assignments of new and/or reassignment of current employees must be approved in advance by Administrator.
- B. The Contractor's employees shall be fully trained and carefully screened for suitability of temperament, ability and character with all legally approved means available. The Contractor shall maintain a pool of qualified replacement personnel to cover absences and terminations.

13. **SECURITY.**

- A. Any and all personnel used to perform work herein specified shall be covered by a fidelity bond issued by a company authorized to issue such bonds in California and may be investigated by the Beverly Hills Police Department, which shall include, but not be limited to, photographing and fingerprinting. The Contractor shall be responsible to investigate the background of his employees and shall not permit any person with a criminal record to work on City premises without the advance written approval of the Administrator. Contractor's personnel shall be subject to the same background checks as full-time City employees. The City reserves the right to accept and/or reject personnel utilized by the Contractor as it deems appropriate. All the Contractor's employees must be in full compliance with any and all current laws and regulations of U.S. Immigration and Naturalization Service.
- B. The City may request and the Contractor shall furnish proof of compliance with above laws and/or regulations. The Contractor agrees to hold the City harmless and pay any and all fines, penalties and/or other costs incurred by the City as a result of the Contractor's, his employees', and/or his subcontractors' failure to comply with said laws and/or regulations.
- D. The Contractor's employees will be instructed as to the City of Beverly Hills' security procedures and will comply with same, subject to modification only by City personnel authorized to administer this service. Keys and/or card keys to the facilities held in the Contractor's custody shall be accounted for at all times.
- E. The Contractor shall not permit unauthorized or non-working persons on City premises. All personnel will be restricted to those areas where they have assigned duties to perform. Dependents, children or friends of employees are not permitted on City premises. Unauthorized use of City telephone or other equipment is prohibited.
- G. No smoking is allowed in any City building or the Central Plant.

14. **SAFETY.**

- A. The Contractor shall take all steps necessary to insure the safety of his employees and City employees and to protect City property from damage. The Contractor shall provide the City on request a copy of the Contractor's written Safety Program.
- B. **Hazardous Substances.** Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California, pursuant to California Labor Code Sections 6380-6386, require material safety data sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194. A copy of the MSDS shall accompany each shipment of the product to a City facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product. Contractor personnel shall insure that an MSDS is properly filed with the Facilities Maintenance hazardous material file for any under their control.

15. **SECURITY OF FACILITIES.**

- A. The Contractor's personnel shall make certain all doors are locked and securely latched before leaving an area, even for temporary periods.
- B. Any evidence of a possible crime observed by the Contractor's personnel must be immediately reported to the Beverly Hills Police Department Watch Commander. The presence of unknown persons who cannot identify themselves as employees of the City or provide proof of authorization to be on City premises during non-business hours must also be immediately reported to the Watch Commander.
- C. Keys and key cards providing access to City buildings shall be furnished to the Contractor who shall be responsible for safeguarding them and preventing their unauthorized use.. Upon request, the Contractor shall immediately return any keys as requested by the Administrator. Under no circumstances shall the Contractor duplicate keys. Additional keys or replacements shall be provided by the City. Any and all losses incurred by the City as a result of the Contractor's failure to comply with this specification shall be deducted from moneys owed the Contractor.

SECTION 8

SECTION II

SUB SECTION A

**MECHANICAL - ELECTRICAL SERVICES
HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS (HVAC)**

SCOPE OF WORK

**SPECIAL REQUIREMENTS FOR:
MECHANICAL ELECTRICAL SERVICES; HEATING, VENTILATION AND
AIR CONDITIONING (HVAC)**

- A. Contractor shall provide services including, but not limited to:
- (1) Operate, maintain and repair all components of the Civic Center central heating, ventilating and air conditioning (HVAC) system including Central Plant and including water treatment and the plant automation system.
 - (2) Maintain and repair all other HVAC systems and building related water or waste water pumping systems (sump pumps) in City-owned Facilities, not covered by the Civic Center's central plant system.
 - (3) Assure proper functioning, maintenance, preventive maintenance, testing, repair and code-required inspections of the following systems:
 - a) All Parking Facilities, Fleet Services Center, and Fire Station carbon monoxide exhaust systems.
 - b) All facility emergency generating systems, associated switchgear, and Uninterruptible Power Supplies both diesel and battery powered. (Vehicle Maintenance to maintain diesel engines, starting batteries and UPS batteries).
 - c) City owned architectural water fountains, including pumps, plumbing, electrical systems, lighting and control systems (sculpture, basins, tile and architectural features are excluded).
 - (4) Other City facilities as directed by the administrator.
- B. Contractor shall permanently assign staff on-site one Chief Engineer, and two Certified Engineers, all of whom are fully qualified by training and experience, to operate, maintain and repair equipment and systems specified in Attachments 2 through 4.
- 1) Staff shall also be capable of troubleshooting, repairing and installation of single and three phase electrical systems.
 - 2) Other personnel, as requested and authorized by administrator.
 - 3) Contractor and Union shall agree that this is an essential services account and will not cause or permit interruption of service due to labor conflicts (strikes and/or lockouts).

- C. Contractor shall provide staffing five days a week, Monday through Friday as directed by the administrator.
- (1) Administrator must be informed if an employee is absent for any reason.
 - (2) Any employee absence that is not filled by the contractor with an employee of the same level will result in a credit in the billing to the City.
 - (3) If an employee is absent for more than one day a replacement employee of the same title will be provided by the contractor.
 - (4) The Contractor shall provide two-hour emergency response, 24 hours a day, seven days a week.
- D. The Contractor shall provide a list of paid Union holidays and provide personnel for any holiday if requested by the Administrator.
- E. Contractor shall provide cellular telephones for contractor's personnel.
- F. Contractor shall provide three vehicles for use by Contractor's personnel, (to effectively service the City). Vehicles shall not be more than three (3) model years old at time of contract start and shall be outfitted with ladder rack and adequate storage bins. The cost of such vehicle (s) shall be included in the bid price.
- G. Contractor shall direct and train their personnel in the safe and efficient operation of all systems and equipment covered under this contract.
- H. Chief Engineer shall provide a formal weekly report to the Administrator in a format acceptable to the Administrator. The monthly report shall include all maintenance related activities as follows:
- (1) Breakdowns and repairs
 - (2) Occupant assistance provided
 - (3) Occupant complaints
 - (4) Overtime charge detail
 - (5) Major scheduled maintenance completed
 - (6) Warranty service performed
 - (7) Fire Safety Systems repairs, inspections, tests or other services performed
 - (8) Copies of all code required certificates and inspections
- I. Contractor personnel shall utilize City Work Order system.
- J. Chief Engineer shall provide the City with recommendations for improvements to increase efficiency in the operation of HVAC systems.
- K. All maintenance servicing and testing work shall be under the direction and supervision of the Chief Engineer and approved in advance by the Administrator.
- L. All scheduled overtime shall be approved by administrator, in advance. Emergency overtime shall be reported to the Administrator as soon as possible, and no later than the next working day for approval.

- M. Contractor shall submit monthly invoices requesting total payment for services provided, to the City, in a format acceptable to the Administrator. Invoices shall be directed to City of Beverly Hills, Facilities Maintenance Division, 345 Foothill Road, Beverly Hills, California 90210.

CITY PROVIDED ITEMS.

- A. City shall provide parking for contract personnel at the same rate provided for City employees.
- B. City shall provide free parking for required contractor vehicle (s).
- C. City shall provide an office space within the Central Plant, basic office furniture, basic office supplies (paper, file systems, tape, clips, etc.) and telephone for contract personnel.

SECTION 9
BID FORM
MECHANICAL-ELECTRICAL SERVICES; FIRE AND LIFE SAFETY;
HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS (HVAC)
NOVEMBER 1, 2010 THROUGH JUNE 30, 2011

1) BASE PAYROLL AMOUNT

BASE RATES	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER					
CERTIFIED ENGINEER					
NON-CERTIFIED ENGINEER					

2) OVERTIME AT 1.5X PAYROLL AMOUNT

OVERTIME @1.5X RATE	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER					
CERTIFIED ENGINEER					
NON-CERTIFIED ENGINEER					

3) OVERTIME AT 2X PAYROLL AMOUNT

OVERTIME @1.5X RATE	SALARY PER HOUR	PAYROLL TAXES W.C. INSURANCE PER HOUR	FRINGE BENEFITS PER HOUR	ADMINISTRATIVE FEE PER HOUR	HOURLY TOTAL
CHIEF ENGINEER					
CERTIFIED ENGINEER					
NON-CERTIFIED ENGINEER					

NOTE:- INCLUDE ALL OVERHEAD, PROFIT, GENERAL OPERATING EXPENSE, OTHER INSURANCE, BONDING. AND OTHER PAYROLL RELATED FEES

Initials _____

BID FORM PAGE 2

**SECTION 9
BID FORM**

VEHICLE EXPENSE -- TOTAL COST PER VEHICLE	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION, PURCHASE / LEASE, INSURANCE FUEL, UPKEEP, OPERATING EXPENSES, TEMPORARY REPLACEMENT DURING REPAIR, ETC.	MONTHLY PER VEHICLE

UNIFORM EXPENSE -- TOTAL COST PER EMPLOYEE	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION RENTAL FEES REPAIR ETC,	MONTHLY PER EMPLOYEE

CELL PHONE EXPENSE -- TOTAL COST	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION RENTAL FEES REPAIR ETC,	MONTHLY
CHIEF ENGINEER	
ENGINEER - 1	
ENGINEER - 2	

SAFETY SHOE EXPENSE -- TOTAL COST	
INCLUDE ALL EXPENSES - OVERHEAD, PROFIT, ADMINISTRATION, ETC,	ANNUAL
CHIEF ENGINEER	
ENGINEER - 1	
ENGINEER - 2	

ADDITIONAL SERVICES OR MATERIAL PURCHASE HANDLING FEE	
BASIS (COST + PERCENT, DISCOUNTED LIST, ETC)	
RATE IF APPLICABLE	

Signature _____ Date _____