



AGENDA REPORT

Meeting Date: April 5, 2016

Item Number: D-20

To: Honorable Mayor & City Council

From: Charles Ackerman, Associate Project Administrator
Julio Guerrero, Contract Administrative Assistant

Subject: APPROVAL OF THE AWARD OF A CONTRACT TO A.J. KIRKWOOD AND ASSOCIATES, INC. FOR THE FIRE ALARM SYSTEM RELATED TO THE BEVERLY-CANON PARKING STRUCTURE PROJECT; AND APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$183,809.00 TO A.J. KIRKWOOD AND ASSOCIATES, INC. FOR THE CONTRACT WORK

Attachments: 1. Form of Contract

RECOMMENDATION

It is recommended that the City Council approve the Award of a Contract to A.J. Kirkwood and Associates, Inc. for the "Fire Alarm System for the Beverly-Canon Parking Structure Project", Bid No. 15-54, in the amount of \$168,809.00; approve a construction contingency of \$15,000.00 and delegate the authority to approve change orders to the Director of Public Works Services, as defined in the purchasing ordinance; approve the plans and specifications for the Project which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$183,809.00.

INTRODUCTION

The current fire alarm system at the Beverly-Canon parking facility located at 439 Canon Drive is no longer supported by the manufacturer and has become unreliable. The City has Gamewell fire alarm systems in all of their facilities except the Beverly/Canon structure.

The proposed base bid contract work will furnish and replace the existing fire alarm system with a Gamewell Fire Alarm system that will connect directly to the City of Beverly Hills dispatch center thereby increasing safety and responsiveness to fire-related situations.

A bid alternate was included for additional work related to the installation of CCTV cameras on all levels of the structure that will connect into the City's Municipal Area Network.

DISCUSSION

The project scope includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to:

- Furnish and install new Gamewell/FCI E3 fire alarm system and provide connection to the City of Beverly Hills 911 Dispatch Center.
- Install 32 IP HD security cameras, 8 on each level: P1, P2, P3 and P4, cameras furnished by City.
- CCTV Equipment shall be protected via lockable cabinet along with two protective bollards at each location.
- Provide connection from the cameras to the City's Municipal Area Network system.

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

On February 18, 2016, two bids were received. The bid results were as follows:

Contractor	Base Bid	Alternate	Total Bid
JAM Fire Protection, Inc.	105,000.00	43,500.00	148,500.00
AJ Kirkwood and Associates, Inc.	115,635.00	53,174.00	168,809.00
HCI Electric			No Bid Submitted

The low bidder, JAM Fire Protection, Inc., subsequently requested to withdraw their bid due to a clerical error.

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

Staff recommends that the base and alternate bid be accepted as the contract work. The total contract amount is \$168,809.00. In addition, a contingency of \$15,000.00 (approximately 10% of the contract amount) is recommended for changes due to unforeseen conditions to complete the work.

The bid documents specify a 90 calendar day completion period for the work, resulting in completion of the project in late July 2016.

FISCAL IMPACT

The total contract amount of \$183,809.00 (including the project contingency) has been budgeted for in the FY 15-16 Capital Improvement Program (CIP) budget approved by the City Council for the Parking Program Upgrades and Improvements, project #0786 and Community Security Enhancements, project #0342.

Meeting Date: April 5, 2016


George Chavez

Approved By

3/28/2016

Attachment 1

CONTRACT

CITY OF BEVERLY HILLS

CONTRACT FOR

FIRE ALARM SYSTEM FOR THE BEVERLY-CANON PARKING STRUCTURE

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20__ ("Effective Date"), by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and A.J. Kirkwood & Associates, Inc. ("Contractor"). Contractor's license number is 724633.

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

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as FIRE ALARM SYSTEM FOR THE BEVERLY CANON PARKING STRUCTURE ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of one hundred sixty eight thousand eight hundred and nine dollars (\$168,809.00) in accordance with the prices as submitted in Contractor's Proposal, attached hereto and incorporated herein by this reference.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that this Project is a public work to which prevailing wages apply. The provisions of Section 7.A. of the General Provisions shall apply and are mandatory for this Project.
7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

CITY OF BEVERLY HILLS

By: _____
JOHN A. MIRISCH, Mayor

ATTEST:

By: _____
BYRON POPE, City Clerk

Dated: _____

A.J. KIRKWOOD AND ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

By: _____
MAHDI ALUZRI
City Manager

By: _____
GEORGE CHAVEZ
Assistant City Manager/Director
of Public Works Services

By: _____
KARL KIRKMAN
Risk Manager