



## AGENDA REPORT

**Meeting Date:** April 19, 2016

**Item Number:** D-8

**To:** Honorable Mayor & Council

**From:** Chad Lynn, Assistant Director of Public Works Services  
Nancy Hunt-Coffey, Director of Community Services

**Subject:** APPROVAL OF THE AWARD OF THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, AMERICAN INTEGRATED SERVICES, INC. FOR THE SOIL REMEDIATION FOR THE DOG PARK PROJECT – BID #16-08; AND  
  
APPROVING PLANS AND SPECIFICATIONS THEREFOR; AND  
  
APPROVAL OF A PURCHASE ORDER TO AMERICAN INTEGRATED SERVICES, INC. IN THE TOTAL AMOUNT OF \$175,000 FOR THE CONTRACT WORK

**Attachments:** 1. Contract

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### RECOMMENDATION

It is recommended that the City Council move to approve the award of contract to the lowest responsible bidder, American Integrated Services, Inc. for the "Soil Remediation For the Dog Park Project," Bid No. 16-08, in the amount of \$169,978; approve the construction contingency of \$5,022 and delegate the authority to approve change orders to the City Manager as provided in the Beverly Hills Municipal Code; approve the plans and specifications for the Project, dated March 22, 2016, which are adopted and approved with respect to design criteria; and approve a purchase order in the amount of \$175,000.

### INTRODUCTION

At the October 20, 2015, City Council meeting, Council gave direction to proceed with the plans for the dog park at the corner of Alden and Foothill. As described at that meeting and as laid out in the Mitigated Negative Declaration (MND) document for the dog park, a scope of work was developed reflecting the requirements to develop conceptual designs. With concurrence from the Recreation and Parks Commission, staff presented at the November 17, 2015, City Council meeting, the base design with

enhancement options along with the adoption of the Final MND. Council adopted the resolution for the final MND and approved the amendment for the architects to continue with the site investigations, design and construction documentation process.

Continuing with the investigation process, topographical and as-built surveys were completed; photometric lighting data collected; further detailed geotechnical and environmental explorations/sampling completed; conveyed and engaged the Department of Toxic Substance Control (DTSC) on all environmental results and the requirements of the MND; and obtained Los Angeles County Health Department-Drinking Water program permits/approval for the capping/abandonment of the existing ground water monitoring well.

At the March 1, 2016, City Council meeting, staff presented the results of the unforeseen conditions and discussed the need to increase the base scope of work, which in summary included the required replacement of the existing concrete block walls; the environmentally augmented storm water filtration/drain system and increased clean soil import as a result of the existing unanticipated topography; required additional light pole; and increased soil remediation and tree removal. As a result of the compounded existing and unforeseen conditions, Staff requested to increase the forecasted base construction budget range of \$400,000-450,000 and proposed a revised budget of \$565,000. Council approved the base plan and proposed a \$600,000 budget amount to include partial enhancements as required.

In compliance with the approved MND, the proposed project requires substantial soil remediation and excavation work prior to the actual new improvements for the dog park project. In the MND and with DTSC concurrence, the mitigation option to remediate would not be overseen by DTSC since it was determined through additional sampling that the arsenic concentrations were found to be under the accepted local thresholds. As a result, Lindmark Engineers (LE), the City's environmental consultants, prepared specifications for a removal action work plan so the remediation contractors will perform the removal of the arsenic impacted soil and demolition meeting all environmental regulatory requirements for safe handling and proper disposal. LE will serve to provide air monitoring sampling, oversee procedures and review all disposal documentations as required by the state agencies for all chemical waste handling, regardless of concentrations.

The proposed award of contract includes the demolition, soil remediation and excavation of impacted soil and pavement. Additionally included is the remediation work associated with scope enhancements for the additional 15 trees, adjacent landscape setbacks and landscape planters. The bid includes mandatory allowances assigned to the specific services for \$1,200 for archaeologist orientation, \$500 for environmental review of the final removal work plan and \$5,022 contingency for soil remediation, compaction and handling. This proposed award is the first part of two major procurements associated to the Dog Park. An additional contract award is expected to be brought forth in a future City Council Meeting for the actual above grade construction activities.

## **DISCUSSION**

Under the informal bidding provision, California Uniform Public Construction Cost Accounting Act imposes a bid limitation of \$175,000. The City sought to obtain bids from experienced specialty contractors certified to handle soil remediation. The current registered list did not include qualified contractors with required certifications. City

solicited from the BlueBook.com, Professional Consultants and General contractors to establish a list consisting of 15 potential contractors. Prospects were contacted and 10 acknowledged interest. On March 14, 2016, 7 of 10 responded with an interest. On March 15, 2016, seven contractors were issued initial bidding documents and notified of a mandatory bid meeting on March 17, 2016.

Additionally, documents describing the final scope of work were not yet available from the City's professional design and environmental teams. However, documents were presented in narrative and all reference documents describing the scope in detail, quantity and locations were provided. Participating contractors were toured around the site, clarifying and highlighting conditions. Pending tree impacts were discussed and formally issued after final direction was determined.

The following three bids were received on April 7, 2016:

| <u>Contractor</u>                       | <u>Base Bid</u> | <u>Bid Bond</u>             | <u>Comments</u>                        |
|---|-----------------|-----------------------------|--|
| Environmental Construction Group, Inc.  | \$165,079       | Required Bond Not Submitted | Bid submittal not complete             |
| Innovative Construction Solutions, Inc. | \$266,040       | Provided                    | Bid exceeds limitation                 |
| American Integrated Services, Inc.      | \$169,978       | Provided                    | <b>Accepted-Lowest Responsible Bid</b> |

On April 12, 2016, the Post Bid Review was conducted with the apparent low Bidder, concluding, American Integrated Services, Inc. is the Lowest Responsible Bid.

**FISCAL IMPACT**

Funding for this contract has been budgeted from the Fiscal Year 2015/16 Capital Improvement Program (CIP) budget from CIP NO. 0150 Dog Park Project in the amount of \$600,000.

Additionally, well over \$100,000 has been pledged in private donations toward the cost of the dog park. As a result, there are ample funds available in the capital improvement project to cover the costs of the remediation agreement.

  
George Chavez  
Approved By

  
Nancy Hunt-Coffey  
Approved By

# **Attachment 1**

# CONTRACT

## CITY OF BEVERLY HILLS

### CONTRACT FOR

#### SOIL REMEDIATION FOR THE DOG PARK PROJECT BID# 16-08

THIS CONTRACT ("Contract") is made and entered this \_\_\_\_\_ day of April, 2016 ("Effective Date"), by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and American Integrated Services, INC. ("Contractor"). Contractor's license number is #757133.

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 Soil Remediation for the Dog Park ("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 Seventy Five Thousand Dollars (\$175,000.00) in accordance with the prices and contingency 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: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: American Integrated Services, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
MAHDI ALUZRI  
City Manager

By: \_\_\_\_\_  
GEORGE CHAVEZ, Director  
Public Works/Assistant City Manager

By: \_\_\_\_\_  
KARL KIRKMAN  
Risk Manager