


Approved

6/12/19
Date

June 10, 2019

TO: Massood Eftekhari

FROM: Andrew K. Moey
Project Management Division I 

**EL MONTE COMPREHENSIVE HEALTH CENTER
PRIMARY CARE CLINIC RENOVATION AND
URGENT CARE CENTER RENOVATION PROJECTS
AWARD CONSTRUCTION CONTRACT
MIK CONSTRUCTION, INC.
SPECS. 7590; C.P. 87472
SPECS. 7591; C.P. 87473**

☒ **2.18.050 CONSTRUCTION CONTRACT > \$75,000**

The primary care clinic renovation project, approximately 3,400 square feet, will be located within a portion of the renovated space at the existing Ambulatory Surgery Center, and will accommodate a reception and waiting room, treatment room, eight exam rooms, two team rooms, a medication room, a care manager office, soiled and clean utility rooms, and patient restrooms.

The proposed urgent care center renovation project, approximately 5,400 square feet, will be located within a portion of the renovated space of the existing Ambulatory Surgery Center, and will accommodate a reception and waiting room, a nurse's station, two triage rooms, four observation rooms, an education/counseling office, a treatment room, five exam rooms, a medication room, a charting room, soiled and clean utility rooms, three offices, and patient restrooms.

The proposed projects include the removal and installation of new partitions, ceiling tiles, flooring, and casework; modifications to mechanical, electrical, plumbing, and fire sprinklers systems; fire alarm system upgrade; and compliance with accessibility requirements of the Americans with Disabilities Act.

To maximize efforts and minimize costs, the two projects will be delivered under one construction contract.

Massood Eftekhari
June 10, 2019
Page 2

The Board of Supervisors adopted plans and specifications on January 8, 2019.

Estimated Construction Cost:	\$3,000,000
Construction Duration:	455 days
Substantial Completion Date:	September 6, 2020
Liquidated Damages:	\$500 per day
Bid Submittal Date:	February 28, 2019

- ☒ The Board of Supervisors delegated authority to the Director of Public Works to award the contract to the lowest responsive and responsible bidder on January 8, 2019.
- ☒ Award the contract to MIK Construction, Inc. the lowest responsive and responsible bidder for an amount of \$2,907,500.


On February 28, 2018, eight bids were received. New Dynasty Construction (New Dynasty) was the lowest bidder, however, the bid was rejected due to New Dynasty not meeting the special requirements of the projects, despite given opportunities to provide documentation. Notification to New Dynasty was provided on April 23, 2019. MIK Construction, Inc. was determined to be the lowest, responsive, and responsible bidder. On May 14, 2019, a consultant services agreement was executed between the County and MIK Construction, Inc. to prepare a detailed network baseline construction schedule, schedule of values, list of submittals, and submission of long lead submittal items for a \$2,000 not-to-exceed fee. The baseline construction schedule, schedule of values and list of submittals were approved on May 28, 2019.

NS:ms

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Attach.

cc: Business Relations and Contracts (Kim, Schwartz)
Fiscal (Sze)
Project Management I (Diaz, Perez)



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

BRC-2

April 23, 2019

Mr. Al Chegini
New Dynasty Construction Co.
3002 Dow Ave., Ste. 218
Tustin, CA 92780

Dear Mr. Chegini:

EL MONTE COMPREHENSIVE HEALTH CENTER PRIMARY CARE CLINIC RENOVATION AND URGENT CARE CENTER RENOVATION PROJECTS SPECIFICATIONS NOS. 7590 and 7591

On February 28, 2019 you submitted your Bid for the solicitation of El Monte Comprehensive Health Center Primary Care Clinic Renovation and Urgent Care Center Renovation Projects. Based on the dollar amount submitted, your firm was selected as the lowest bidder. However, upon review of Section 00 04 00, Attestation of Contractor's Qualifications submitted by your firm, New Dynasty Construction Co. (New Dynasty), New Dynasty or its subcontractors failed to meet the special requirements of the Projects, based on the documentation provided.

In order to qualify to bid on these projects, the General Contractor or its subcontractors must have completed, within the last 5 years preceding the bid submittal date, at least three projects, with a similar scope. The scope of work requirements shall include the following:

- Demolition and renovation of registration areas, operating rooms, pre-op and post-op patient areas including reception areas, waiting rooms, an exam room, med room, offices and staff lounge.
- Renovation to include installation of new walls, new flooring, new ceilings, casework, mechanical, plumbing, and electrical modifications, medical gas, data closets, fire alarm upgrade, and Americans with Disabilities Act improvements.
- All work will be performed within an operational and functional healthcare facility.

2. The Attestation of Qualification for Westland Heating had a **completion date of 7/19/13 which is not within the last five years.**
3. The Attestation of Qualification for Standard Drywall had projects that were **not completed in an open and functional facility.**
4. Finally, Attestations from all Subcontractors combined, still failed to show projects where New Dynasty or their subcontractor completed **electrical modification, medical gas work, data closets and fire alarm upgrades.**

On April 16, 2019, Public Works had an in-person meeting with New Dynasty to review the documents received on April 1, 2019, and further discuss New Dynasty's continued failure to meet the special requirements of the Projects.

Therefore, New Dynasty does not meet the special requirements for these Projects.

On April 22, 2019 Public Works had a conference call with New Dynasty to inquire if New Dynasty would like to request a Hearing to present evidence and supporting information to demonstrate its qualification.

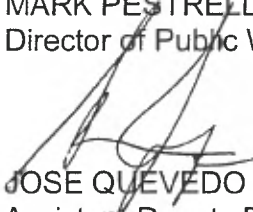
Mr. Al Chegini indicated that New Dynasty does not intend to request such a Hearing.

Please confirm, in writing, on or before Monday, April 29, 2019, that New Dynasty waives its right to present evidence and supporting information at a Hearing, regarding its qualification to perform the projects. Please be advised that failure to request a Hearing or otherwise respond to this notice by close of business on Monday, April 29, 2019, will result in New Dynasty waiving all rights to said Hearing and Public Works will proceed with award of the contract to the second lowest apparent bidder.

If you have any further questions, please contact Ms. Anna Schwartz via e-mail at Aschwartz@dpw.lacounty.gov, or (626) 458-2586.

Very truly yours,

MARK PESTRELLA
Director of Public Works



JOSE QUEVEDO
Assistant Deputy Director
Business Relations and Contracts Division

JQ:as

P:\aepubl\CONTRACTS\Anna SI\LOW BID\El Monte CHC PrimCareClinicRenov & UrgentCareCenterRenov\New Dynasty



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PJ-2**

May 14, 2019

Mr. Billy Kim
MIK Construction, Inc.
8022 Westman Avenue
Whittier, CA 90606

Dear Mr. Kim:

**EL MONTE COMPREHENSIVE HEALTH CENTER
PRIMARY CARE CLINIC RENOVATION AND
URGENT CARE CENTER RENOVATION PROJECTS
CONSULTANT SERVICES
NOTICE TO PROCEED – CONTRACT PW-15282
SPECS. 7590; C.P. 87472
SPECS. 7591; C.P. 87473**

You are authorized to proceed with the consultant services as outlined in your May 14, 2019, Consultant Services Agreement for Low-Bid (copy enclosed). The services shall be completed within 10 calendar days of the Notice to Proceed. The services shall be provided for a \$2,000 not-to-exceed fee and are subject to the terms and conditions as outlined in your May 14, 2019, Consultant Services Agreement for Low-Bid (copy enclosed). Any work in excess of this fee will require prior written authorization from Public Works.

If you have any questions, please contact Mr. Neil Schwartz of my staff at (626) 300-2340.

Very truly yours,

MARK PESTRELLA
Director of Public Works

ANDREW K. MOEY
Assistant Deputy Director
Project Management Division I

NS:ms

u:\pmd\health\el monte chc\ad\ntpmik cs agreement \$2,000

Enc.

cc: Chief Executive Office (Lorena Gomez)

LOW-BID AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT made and entered into this 14th day of May, 2019.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,
hereinafter referred to as County,

AND

MIK CONSTRUCTION, INC.
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined below for El Monte Comprehensive Health Center, Specs No. 7590, Primary Care Clinic Renovation, C.P. No. 87472 and Specs No. 7591, Urgent Care Center Renovation, C.P. No 87473:

- a. Scope of Services: The scope of work consists of the preparation of the Detailed Network Construction Schedule in accordance with Section 01 32 00, preparation of the Schedule of Values in accordance with Section 01 29 73, and preparation of a list of Submittals in accordance with Section 01 33 00 of the project manual.
- b. Schedule: The services shall be completed within 10 calendar days of the Notice to Proceed. The Consultant will have ten (10) calendar days from the issuance of a Notice to Proceed under this Consultant Services Agreement to submit a Detailed Network Construction Schedule, Schedule of Values, and Submittals. The Consultant will have three (3) calendar days to provide County requested revisions to the Detailed Network Construction Schedule, Schedule of Values, and Submittals provided under the Consultant Services Agreement.

- c. The compensation amount for the services provided shall be deducted from the overall construction contract base bid and shall not be in addition to it.
- d. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of Los Angeles County Public Works (hereinafter called Director), County agrees to pay the Consultant a contract amount not to exceed Two Thousand Dollars (\$2,000.00) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment A. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, up to a maximum contract amount of \$2,000.00. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 8. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- e. A Cost of Living Adjustment will not be granted for this Agreement.

County.

9. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

11. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided

14. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain

Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

17. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

18. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

19. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91802-1450

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 08, 2019

17 January 8, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**CONSTRUCTION CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
EL MONTE COMPREHENSIVE HEALTH CENTER
PRIMARY CARE CLINIC RENOVATION AND
URGENT CARE CENTER RENOVATION PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS,
APPROVE APPROPRIATION ADJUSTMENT, AND
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NOS. 87472 AND 87473
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish and approve the capital projects; adopt plans and specifications; allow advertising for construction bids; and authorize Public Works to execute a construction contract for the Primary Care Clinic Renovation and Urgent Care Center Renovation projects located at the El Monte Comprehensive Health Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed El Monte Comprehensive Health Center Primary Care Clinic Renovation and Urgent Care Center Renovation projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the projects.

2. Establish and approve the following El Monte Comprehensive Health Center capital projects and budgets as follows: Primary Care Clinic Renovation project (Capital Project No. 87472) in the amount of \$3,100,000 and Urgent Care Center Renovation project (Capital Project No. 87473) in the amount of \$3,525,000 for a combined total projects budget of \$6,625,000.
3. Approve the Fiscal Year 2018-19 Appropriation Adjustment to reallocate a total of \$823,000 from the Department of Health Services' Enterprise Fund-Committed to fund the projected Fiscal Year 2018-19 expenditures for the El Monte Comprehensive Health Center Primary Care Clinic Renovation project (Capital Project No. 87472) and Urgent Care Center Renovation project (Capital Project No. 87473).
4. Adopt the plans and specifications that are on file with Public Works for construction of the El Monte Comprehensive Health Center Primary Care Clinic Renovation and Urgent Care Center Renovation projects, with an estimated construction cost of \$1,700,000 and \$1,300,000, respectively, for a combined estimated construction cost of \$3,000,000.
5. Instruct the Executive Officer of the Board to advertise the El Monte Comprehensive Health Center Primary Care Clinic Expansion and Urgent Care Center Renovation projects under a single solicitation and contract for bids to be received and opened on February 21, 2019, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$2,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to waive inconsequential and non-material deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a single construction contract for the combined projects, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved combined total project budget, and to take all other actions necessary and appropriate to deliver the projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the El Monte Comprehensive Health Center (CHC) Primary Care Clinic Renovation and Urgent Care Center Renovation projects are exempt from the California Environmental Quality Act (CEQA); establish and approve the two capital projects in El Monte CHC and projects budget; approve an Appropriation Adjustment; adopt plans and specifications, allow advertising for construction bid, and authorize Public Works to award and execute a single combined construction contract for the El Monte CHC Primary Care Clinic Renovation and Urgent Care Center Renovation projects.

The proposed projects are located at 10953 Ramona Boulevard, El Monte, CA 91731 and will enhance the delivery of healthcare services by expanding the size of the El Monte CHC Primary Care Clinic and adding an Urgent Care Center which are much needed services for the constituents of the County of Los Angeles residing in the San Gabriel Valley. The proposed El Monte CHC

Primary Care Clinic Renovation and Urgent Care Center Renovation projects, approximately 8,800 square feet, will refurbish the existing Ambulatory Surgery Center (ASC) that is no longer in use, located on the 1st Floor of the facility, to provide additional space to house the primary care and urgent care programs.

El Monte CHC Primary Care Clinic Renovation Project (C.P. 87472)

The existing Primary Care Clinic is located on the 2nd floor of the El Monte CHC. The proposed Primary Care Clinic Renovation will provide Patient-Centered Medical Homes care that will utilize health maintenance and chronic disease management principles to improve healthcare for patients while reducing hospitalizations and emergency room utilization.

The proposed primary care clinic renovation project, approximately 3,400 square feet, will be located within a portion of the renovated space at the existing ASC, and will accommodate a reception and waiting room, treatment room, eight exam rooms, two team rooms, a medication room, a care manager office, soiled and clean utility rooms, and patient restrooms.

El Monte CHC Urgent Care Center Renovation Project (C.P. 87473)

The proposed urgent care center renovation on the 1st floor of the El Monte CHC will provide constituents access to urgent care services. Currently, patients assigned to receive Patient-Centered Medical Home care at El Monte CHC, La Puente Health Center, and East San Gabriel Valley Health Center must travel to LAC+USC Medical Center for both emergency and urgent care services. As a result, patients use out-of-network services, which is costly to the County, is not conducive to quality care, and is not convenient for the patients. In addition, the new urgent care center renovation will be a valuable resource to patients assigned to Community Partner Clinics and to other uninsured patients who also may use the LAC+USC Medical Center emergency and urgent care services by providing urgent medical care locally.

The proposed urgent care center renovation project, approximately 5,400 square feet, will be located within a portion of the renovated space of the existing ASC, and will accommodate a reception and waiting room, a nurse's station, two triage rooms, four observation rooms, an education/counseling office, a treatment room, five exam rooms, a medication room, a charting room, soiled and clean utility rooms, three offices, and patient restrooms.

The proposed projects include the removal and installation of new partitions, ceiling tiles, flooring, and casework; modifications to mechanical, electrical, plumbing, and fire sprinklers systems; fire alarm system upgrade; and compliance with accessibility requirements of the Americans with Disabilities Act.

Plans, specifications, and jurisdictional approvals have been completed using a Board-approved, as-needed architect/engineer agreement. To maximize efforts and minimize costs, the two projects will be delivered under one construction contract. Upon the Board's approval of the recommended actions, construction of the proposed projects are anticipated to begin in June 2019 and are estimated to be completed in September 2020. To expedite construction of both projects, we are recommending that the Board adopt and advertise these documents for construction bids, and authorize Public Works to award and execute a construction contract to the lowest responsive and responsible bidder if the low bid can be awarded within the approved combined total project budget.

Green Building/Sustainable Design Program

The projects are either upgrades to the building systems or renovation to less than 10 percent of an existing building. The scope of work for these projects does not make it feasible to upgrade the building to be Leadership in Energy and Environmental Design certified level to meet the Board's December 20, 2016, policy. The proposed projects will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the Strategic Plan by supporting the wellness of our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The total project budget for each project is as follows: \$3,100,000 for the El Monte CHC Primary Care Clinic Renovation project (C.P. 87472) and \$3,525,000 for El Monte CHC Urgent Care Center Renovation project (C.P. 87473). The total project budget includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, civic art, and County services.

The combined total project budget is \$6,625,000. Department of Health Services (DHS) has paid \$543,000 for preliminary assessment fees. The enclosed Fiscal Year (FY) 2018-19 Appropriation Adjustment (Enclosure A) will reallocate \$823,000 from the from the DHS' Enterprise Fund-Committed to fund the projected FY 2018-19 expenditures: \$445,000 for the El Monte CHC Primary Care Clinic Renovation (C.P. 87472) and \$378,000 for the Urgent Care Center Renovation (C.P. 87473) projects. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget of \$5,259,000.

Operating Budget Impact

DHS' FY 2018-19 Final Budget includes funding for a one-time cost of approximately \$1,035,000 for both projects. Of this amount, \$148,000 is for fixtures and furniture and \$887,000 is for equipment. DHS will submit budget request during future budget phase for support staff as needed for the primary care and urgent care services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 11, 2015, the El Monte CHC Primary Care Clinic Renovation and Urgent Care Clinic Renovation projects include 1 percent of the design and construction costs to be allocated to the Civic Art fund, approximately \$18,400 and \$19,000, respectively.

A standard construction contract will be used for the combined El Monte CHC Primary Care Clinic Renovation and Urgent Care Center Renovation projects. The contract contains terms and conditions supporting the Board's ordinances and policies, including but not limited to, the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the projects will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

Prior to execution of the construction contract, Public Works will ensure that the contractor has submitted acceptable performance and payment bonds and evidence of required contractor insurance.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for these projects and are on file with Public Works, Business Relations and Contracts Division.

ENVIRONMENTAL DOCUMENTATION

The proposed El Monte CHC Primary Care Clinic Renovation and Urgent Care Center Renovation projects are categorically exempt from CEQA. The two separate projects which consist of repairs and upgrades to existing facilities, as well as replacement of features in the interior of existing facilities are within certain classes of projects that have been determined not to have a significant effect on the environment in that the projects meet criteria set forth in Sections 15301 (a) and (i) and 15302(c) of the State CEQA Guidelines and Classes 1(d), (i) and (l) and 2(e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the projects include repair, upgrade, inclusion of safety devices and replacement of features at existing facilities. The projects involve negligible or no expansion of use and replacement features will have the same purpose and capacity.

Additionally, based on the project records, both projects will comply with all applicable regulations and are not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the El Monte CHC Primary Care Clinic Renovation and Urgent Care Center Renovation projects, Public Works will file a Notice of Exemption for each project with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure B).

As requested by the Board on February 3, 1998, this contract opportunity will be listed on the "Doing Business with Us" and "Public Works Business Opportunities" websites. Public Works will also inform local small business enterprises about this business opportunity for those certified by the County of Los Angeles Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the projects is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have little or no impact on current services at the existing El Monte CHC. Patient care services will remain fully operational during construction.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,



MARK PESTRELLA
Director

MP:AKM:ms

Enclosures

c: Arts Commission
Auditor-Controller
Chief Executive Office (Capital Programs
Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects
Division)
Department of Public Social Services
(GAIN/GROW Programs)

PINK

BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

DEPT'S.
NO. 110

December 3, 2018

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2018-19

4 - VOTES

SOURCESUSES

BA Detail - See Attachment Page 1.

BA Detail - See Attachment Page 1.

SOURCES TOTAL: \$ 2,469,000

USES TOTAL: \$ 2,469,000

JUSTIFICATION

This budget adjustment is necessary to establish and fund Capital Project No. 87472, El Monte CHC Primary Care Clinic Renovation and Capital Project No. 87473, El Monte CHC Urgent Care Center Renovation from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2018-19.

ADOPTED

BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

AUTHORIZED SIGNATURE  Mary Guerrero, Controller, DHS

17

JAN 08 2019


 CELIA ZAVALA
 EXECUTIVE OFFICER
REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR --☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER


BY

B.A. NO. 078


 Dec 7 2018
☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


 DEC 10 2018

**DEPARTMENT OF HEALTH SERVICES
REQUEST FOR APPROPRIATION ADJUSTMENT
CAPITAL PROJECTS
FISCAL YEAR 2018-19**

4 VOTES

SOURCES:

DHS Enterprise Fund
MN2-3078
Committed for DHS 823,000
Decrease Obligated Fund Balance

LAC+USC Medical Center Enterprise Fund
MN4-HG-96-9911-60010
Operating Transfers In 823,000
Increase Revenue

Total Enterprise Fund \$ 1,646,000

Ent Sub - LAC+USC Medical Center
A01-AC-6100-21200-21224
Other Financing Uses 823,000
Decrease Appropriation

Total General Fund \$ 823,000

Total \$ 2,469,000

USES:

DHS Enterprise Fund
MN2-HS-6100-60070
Other Financing Uses 823,000
Increase Appropriation

LAC+USC Medical Center Enterprise Fund
MN4-HG-96-9912-60010
Operating Subsidy - General Fund 823,000
Decrease Revenue

Total Enterprise Fund \$ 1,646,000

Ambulatory Care Network Capital Improvements
El Monte CHC Primary Care Clinic Renovation
A01-CP-6014-64050-87472
Capital Assets - Buildings & Improvements 445,000
Increase Appropriation

Ambulatory Care Network Capital Improvements
El Monte CHC Urgent Care Center Renovation
A01-CP-6014-64050-87473
Capital Assets - Buildings & Improvements 378,000
Increase Appropriation

Total General Fund \$ 823,000

Total \$ 2,469,000

Noted & Approved:

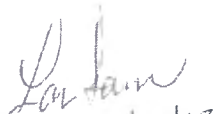

Mela Guerrero, Contoller
Department of Health Services

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 JAN 08 2019


CELIA ZAVALA
EXECUTIVE OFFICER

BA # 078


12/7/18

ENCLOSURE B

January 8, 2019

**CONSTRUCTION CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
EL MONTE COMPREHENSIVE HEALTH CENTER
PRIMARY CARE CLINIC RENOVATION AND
URGENT CARE CENTER RENOVATION PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS,
APPROVE APPROPRIATION ADJUSTMENT, AND
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NOS. 87472 AND 87473
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
1	7590 & 7591	El Monte Comprehensive Health Center Primary Care Clinic Renovation and Urgent Care Center Renovation	February 21, 2019

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>; or may be purchased for the fee stated above at the Cashier's office, Public Works, 900 South Fremont Avenue, Mezzanine, Alhambra, California 91803. For bid information, please call Ms. Anna Schwartz of Business Relations and Contracts Division at (626) 458-2586. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's office no later than 9:30 a.m. on February 21, 2019. Bids will be publicly opened, examined, and declared by Public Works at 10:00 a.m. on this date in the conference rooms at 900 South Fremont Avenue, Alhambra, California 91803.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess either (1) an active General Engineering, (A) license classification, or (2) an active General Building (B) license classification with an active Warm-Air Heating, Ventilating and Air-Conditioning Contractor (C-20), Electrical (C-10), and Plumbing (C-36), Asbestos Abatement Contractor (C-22) license classifications, C - Specialty Contractor and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a mandatory pre-bid conference/site visit on Tuesday, January 29, 2019, at 10:30 a.m., at the El Monte Comprehensive Health Center, located at 10953 Ramona Boulevard, El Monte, California 91731 to provide information on the project, bidding process, building walk and answer any questions that the potential bidders may have.

For further directions, please contact Ms. Anna Schwartz with Public Works, Business Relations and Contracts Division, at (626) 458-2586 or aschwartz@dpw.lacounty.gov.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act (ADA) Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PJ-2.

Información sobre la Ley de Estadounidenses con Discapacidades (ADA)



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione PJ-2.

By order of the Board of Supervisors of the County of Los Angeles, State of California,
dated January 8, 2019.

Specs. 7590 & 7591

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES



BID OPENING
El Monte Comprehensive Health Center
Primary Care Clinic Renovation Project- A
Urgent Care Center Renovation Project B

Specs. No. 7590 and 7591

2/28/19 @ 10:00 a.m.

Preliminary Bid Results

Estimate: **\$3,000,000.00**

LSBE Deduction **\$150,000.00** or 5% of lowest cost proposal

NO. CONTRACTOR	BASE BID A Primary Care Clinic Renovation	BASE BID B Urgent Care Center Renovation	ALTERNATE 2 Additive - A	ALTERNATE 2 Additive - B	DAILY OVERHEAD RATE	DAILY OVERHEAD MULTIPLIED BY 30 DAYS	LUMP SUM TOTAL	LOCAL SMALL BUSINESS PREFERENCE	FINAL BID RESULT	
1 New Dynasty Construction Company	\$1,049,485.00	\$1,585,124.00	-	-	\$500.00	\$15,000.00	\$2,649,609.00	N	\$2,649,609.00	X 1
2 Woodcliff Corporation	\$1,586,000.00	\$2,027,000.00	4,000.00	4,000.00	\$0.00	\$0.00	\$3,621,000.00	N	\$3,621,000.00	
3 Access Pacific	\$1,404,690.00	\$1,821,706.25	25,000.00	25,000.00	\$1,000.00	\$30,000.00	\$3,306,396.25	N	\$3,306,396.25	
4 Cal City Construction Inc.	\$1,136,200.00	\$1,644,900.00	3,400.00	3,400.00	\$500.00	\$15,000.00	\$2,802,900.00	N	\$2,802,900.00	X 3
5 Novus Construction	\$1,553,608.00	\$2,040,479.00	7,500.00	7,500.00	\$1,200.00	\$36,000.00	\$3,645,087.00	Y	\$3,495,087.00	
6 MJK Construction Inc.	\$1,180,000.00	\$1,723,000.00	3,250.00	3,250.00	\$500.00	\$15,000.00	\$2,924,500.00	Y	\$2,774,500.00	X 2
7 New Creation Builders	\$1,326,300.00	\$1,451,400.00	10,000.00	10,000.00	\$1,000.00	\$30,000.00	\$2,827,700.00	N	\$2,827,700.00	
8 Harry H. Joh	\$1,490,516.00	\$2,318,435.00	2,500.00	3,500.00	\$250.00	\$7,500.00	\$3,822,451.00	N	\$3,822,451.00	