



AGENDA REPORT

Meeting Date: September 2, 2008
Item Number: F-12
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN
Attachments: 1. Agreements (2)

Item A. **APPROPRIATING FUNDS IN THE AMOUNT OF \$17,030 FOR THE CONSERVATION TREATMENT AND MAINTENANCE OF PUBLIC ART SCULPTURES**

RECOMMENDATION

Staff recommends that the City Council move to appropriate funds in the amount of \$17,030 for the conservation treatment and maintenance of seven (7) public art sculptures.

FROM

TO

\$17,030 Public Art Program-Fund Balance \$17,030 Public Art Program

INTRODUCTION

The City owns artwork that requires monthly inspection and annual maintenance treatment. The works of art are - 1) Baile Oaks, Spiral of Life; 2) Magdalena Abakanowicz, Sitting Figure on a Short Bench; 3) Charles Arnoldi, Home; 4) Barry Flanagan, The Drummer; 5) Tony Smith, Playground; 6) Yayoi Kusama, Hymn of Life: Tulips; and 7) Alexander Liberman, Sisyphus.

DISCUSSION

In the past, the City used the services of Sculpture Conservation Studio which unfortunately did not meet the City's art conservation requirements. Griswold Conservation Associates, LLC, was then commissioned to finish the work which was completed in a timely and professional manner. The Fine Arts Commission has expressed their satisfaction over their efforts compared to the previous restoration work performed on City art pieces.

Griswold Conservation Associates, LLC, has completed a comprehensive survey of many of the City's sculptures and has established a treatment and maintenance plan for their restoration. Staff requests that bidding be waived to continue their remarkable restoration and conservation work on the City's art collection.

FISCAL IMPACT

Funding of the art conservation is from the Public Art Program fund.

***Item B.* APPROVAL OF AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CADOW SOFTWARE CONSULTING, INC FOR SUPPORT SERVICES IN DEVELOPING AND MAINTAINING COGNOS IMPROMPTU WEB REPORTS; AND**

APPROVAL OF A CHANGE ORDER TO THE PURCHASE ORDER IN THE AMOUNT OF \$57,600 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$107,600

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 3 to the agreement with Cadow Software Consulting, Inc., for the development of Cognos Impromptu financial, budgeting, and human resource web reports and technical support services and authorize a change order in the amount of \$57,600 for a total not-to-exceed amount of \$107,600.

INTRODUCTION

Cadow Software Consulting, Inc., provides the support services for the development and maintenance of the Cognos Impromptu Web reports.

DISCUSSION

The City has a current agreement with Cadow Software Consulting, Inc., in the amount of \$50,000 to provide the support services for the development of Cognos Impromptu Web reports.

To date, the consultant has provided staff training along with technical support related to a software upgrade from Cognos Impromptu 7.1 to 7.4, technical support

for the transition to a new server, and migration and testing of existing reports, all of which were necessary to bring the City's Cognos web reporting application up-to-date and enhance its usability. Work on building new reports is underway and is expected to continue through year's end. Additional funding is required to complete the work on building the reports, as detailed in the Statement of Work in Exhibit A-1 of the agreement.

The total amount of the agreement, including the amendment, is \$107,600.

FISCAL IMPACT

Funds were budgeted and are available within the Management and Budget program for the purpose of completing this project.

***Item C.* APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. D.B.A. PCC NETWORK SOLUTIONS FOR COMMUNICATIONS INFRASTRUCTURE SERVICES RELATED TO CITY HALL GROUND FLOOR REMODEL AT 455 NORTH REXFORD DRIVE; AND,**

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$29,832.24 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$68,220.64

RECOMMENDATION

Staff recommends that the City Council approve the amendment no. 1 to the agreement and the change order in the amount of \$29,832.24 with Pacific Coast Cabling, Inc., dba PCC Network Solutions for communications infrastructure services related to City Hall ground floor remodel at 455 North Rexford Drive for a total not-to-exceed amount of \$68,220.64.

INTRODUCTION

Pacific Coast Cabling, Inc., dba PCC Network Solutions provides all materials, necessary equipment and labor to perform the communications infrastructure services on the ground floor of City Hall. They have been doing first-rate work for the City since 2005 for small and large capital improvement projects for Public Works and Information Technology Departments.

DISCUSSION

The City has a current agreement with Pacific Coast Cabling, Inc., dba PCC Network Solutions in the amount of \$38,388.40 to provide and install data and communications cabling throughout the City Hall ground floor as part of the remodeling project.

The proposed amendment to the agreement covers 1) the terminal closet build out, 2) termination of data, voice and CCTV cables at each workstation and office location, and 3) testing, labeling and documentation. In addition, a contingency in

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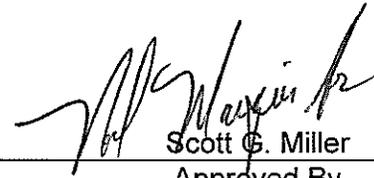
the not-to-exceed amount of \$5,000 is budgeted for unforeseen and unanticipated work outside the scope of services. The total amount of the agreement, including the amendment, is \$68,220.64.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Improvement Project budget for the City Hall Master Project #0851.



Noel Marquis
Finance Approval



Scott C. Miller
Approved By

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND CADOW SOFTWARE
CONSULTING, INC. FOR SUPPORT SERVICES IN
DEVELOPING AND MAINTAINING COGNOS IMPROMPTU
WEB REPORTS

NAME OF CONSULTANT: Cadow Software Consulting, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Ed Cadow, Chief Executive Officer

CONSULTANT'S ADDRESS: 2528 Aiken Avenue
Los Angeles, CA 90064

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Scott G. Miller, Director of
Administrative Services/Chief Financial
Officer

COMMENCEMENT DATE: June 25, 2007

TERMINATION DATE: June 30, 2009, unless extended as described in
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$107,600, based on the rates set
forth in Exhibit B-1

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND CADOW SOFTWARE
CONSULTING, INC. FOR SUPPORT SERVICES IN
DEVELOPING AND MAINTAINING COGNOS IMPROMPTU
WEB REPORTS

This Amendment No. 3 is to an Agreement between City of Beverly Hills, hereinafter referred to as "City," and Cadow Software Consulting, Inc., a California corporation, hereinafter called "Consultant," dated June 25, 2007 and identified as Agreement No. 244-07, as amended by Amendment No. 1, dated February 19, 2008 and identified as Contract No. 44-08, and further amended by Amendment No. 2 dated June 13, 2008, identified as Contract No. 207-08 ("Agreement"), for support services in developing and maintaining Cognos Impromptu Web Reports.

R E C I T A L S

A. City entered into a written agreement with Consultant dated June 25, 2007, for support services in developing and maintaining COGNOS Impromptu Web Reports, which has been previously amended.

B. City desires to further increase the Consideration to compensate Consultant for the continuing use of its services and amend the Scope of Services to include the additional work.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A-1, Scope of Additional Services, shall be added to the Agreement as attached hereto and incorporated herein by this reference.

Section 3. Except as amended by Sections 1 and 3 of Amendment No. 1, Section 1 of Amendment No. 2 and specifically amended herein, the Agreement dated February 19, 2007, shall remain in full force and effect.

Executed this _____ day of _____, 20__, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT: CADOW SOFTWARE CONSULTING, INC.



ED CADOW
Chief Executive Officer and Secretary

[Signatures continue]

APPROVED AS TO FORM:

 ^{FLW}

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF ADDITIONAL SERVICES

I) Executive Summary

City is interested in continuing Consultant's report development. The effort to complete the items currently identified is estimated at 384 hours or two months. The estimated cost is not to exceed \$57,600. The report development services will be billed in a time-and-materials basis.

II) Report Queue for Development

No.	Preliminary Report Title	Description	Hours
1	Position Control Report - Budget	Add prompt using PT and SH employees	8
2	Position Control Report - H.R.	Add prompt using PT and SH employees	8
3	Position Control Summary Report by H/R Employee	Complete published report after Administrative Services validation.	8
4	Management Report	Complete published report after Administrative Services validation.	8
5	Expenditure Detail Reports	After validation, add previous 2 years actual Expenditures as columns and add more titles.	24
6	Fund Balance Report	Complete report after data validation.	24
7	Encumbrance Report	Build report.	16
8	Utilities Report	Build report.	16
9	Total Invested in Capital Assets	Build report to add to fund balance report set.	24
10	Expenditure detail with prompts	Modify report to add prompts, drills and 2 years actual expenditures.	16
11	Fund Accounting Reports	Build report	24
12	Employee / Job Class Report	Build report	24
13	Compensation Report	Build report	24
14	Bargaining Group / Benefit Report	Build report	24
15	Part-Time Employees (2 of 2)	Build report	24
16	Overtime Report	Build report	24
17	Subprogram 2-Year Prior Budgets	Build report. May modify drill-through from existing expenditure reports.	16
18	Subprogram YTD & Projections	Build report	24
19	Retirement Eligibility Report	Build report	24
20	Asset Account Transaction Search	Build report.	24
			384

III) Assumptions and Issues

- A) Desk space available while providing onsite support
- B) Appropriate Subject Matter Experts from the financial application and Budget and Management Office.
- C) Appropriate documentation of the IWR environment available before the initial assessment, this documentation will include the database physical schema, the Cognos catalog, and a representative sample of the types of reports being developed and used by The City user community.
- D) The City will have the right to ask for a different consultant if the assigned consultant does not meet the needs of The City.

IV) Project Cost

The cost of the report development items in this proposal total \$57,600. The contract will cover items billed on a time and material basis.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. D.B.A. PCC NETWORK SOLUTIONS FOR COMMUNICATIONS INFRASTRUCTURE SERVICES RELATED TO CITY HALL GROUND FLOOR REMODEL AT 455 NORTH REXFORD DRIVE

NAME OF VENDOR: Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions

RESPONSIBLE PRINCIPAL OF VENDOR: Luis Alvarez, Accounting Manager

VENDOR'S ADDRESS: 9340 Eton Avenue
Chatsworth, California 91311

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: Upon receipt of fully executed agreement

TERMINATION DATE: December 31, 2008

CONSIDERATION: Original agreement: \$38,388.40 (including tax), based on the costs set forth in Exhibit A;

Amendment No. 1: \$24,832.24;
Contingency for additional work not to exceed \$5,000, as more fully described in Exhibit A;

Total Agreement not to exceed \$68,220.64 (including all applicable sales tax), and more particularly described in Exhibit A

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. D.B.A. PCC NETWORK SOLUTIONS FOR COMMUNICATIONS INFRASTRUCTURE SERVICES RELATED TO CITY HALL GROUND FLOOR REMODEL AT 455 NORTH REXFORD DRIVE

This Amendment No. 1 is to that certain Agreement, dated June 17, 2008 and identified as Contract No. 212-08 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions ("VENDOR"), for communications infrastructure services related to the City Hall ground floor remodel at 455 North Rexford Drive.

RECITALS

A. CITY entered into a written Agreement, dated June 17, 2008, for communications infrastructure services related to the City Hall ground floor remodel at 455 North Rexford Drive.

B. CITY desires to have certain additional communications services provided.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A-1, "Additional Scope of Services", shall be added to Exhibit A of the Agreement as attached hereto and incorporated herein.

Section 3. Except as specifically amended herein, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ___ day of _____, 200__, at Beverly Hills, California.

CITY: CITY OF BEVERLY HILLS, a municipal corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

VENDOR: PACIFIC COAST CABLING, INC.
D.B.A. PCC NETWORK SOLUTIONS

TIMOTHY McMANUS
Vice President of Operations

PAT ABRUZZESE
Vice President of Finance

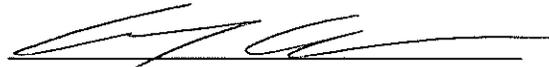
APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Work

VENDOR shall provide all materials, necessary equipment, and labor to perform the security work on the Beverly Hills City Hall City Council Chambers, located at 455 N. Rexford Drive, Beverly Hills, California. VENDOR guarantees that all material shall be as specified and the work shall be performed in accordance with the Scope of Work, specified herein and to CITY's full satisfaction.

(i) Placement of Horizontal Cabling

Emanating from their respective TC, install (125), (1) voice, (2) data outlets in cubicles and outlets in fixed wall offices. Install (4), (2) voice, (2) data outlets along front counter. Install (8) wireless access point locations consisting of (1) category 6 per outlet. Install (5) locations consisting of (1) category 6 cable for each CCTV locations. Price is based on average drop length of approximately 150'.

- (133) Category 5e cables for voice application
- (271) Category 6 cables for data/CCTV application

Where entering cubicles, conceal and protect exposed cabling with flexible black split duct and single hole wall plates as applicable.

All cables entering the TC's shall enter through conduit sleeves with conduit edge protectors on both ends provided by others. Data and voice cables shall enter via separate sleeves. All cables routed within the TC shall be dressed and bundled in a neat and professional manner using velcro type fasteners.

All installed communications cable will be supported from the deck above the ceiling tiles by their own cable supports every 4 feet using 6 AWG stringers and cable support hardware. All horizontal firewall penetrations for data/voice communications cable to be cored and sleeved by others.

(ii) Fire Sealing

All penetrations through the floor or fire rated walls shall be fire sealed by PCC after installation of cabling is complete.

COST BREAKDOWN

Materials	\$25,830.27
Labor	\$10,427.13
Tax	\$2,131.00
 Total	 \$38,388.40

EXHIBIT A-1

ADDITIONAL SCOPE OF SERVICES

VENDOR shall provide all materials, necessary equipment, and labor to perform communications cabling services for the Beverly Hills City Hall Ground Floor Remodel, located at 455 N. Rexford Drive, Beverly Hills, California. VENDOR guarantees that all material shall be as specified and the work shall be performed in accordance with the Scope of Work, specified herein and to CITY's full satisfaction.

1) **Telecommunications Closet (TC) Build Out**

Provide and install Systimax category 6, 48 port patch panels to be mounted on existing wall mount racks in both of the IDF's (1A & 1B) located on the 2nd floor. PCC shall fill in all empty ports on existing patch panels left open when existing cables were removed during the demolition phase. Provide and install Systimax 110 wiring blocks, 300 pair wiring blocks to accommodate the voice cabling to be mounted on existing backboard in IDF's. Cables will be routed thru existing 3" sleeve already in place between 1st floor and 2nd floor the need for two (2) additional 4" cores will be required for both Telecommunications closets and will be provided by others.

2) **Termination of Horizontal Cabling**

a) **Work Area Outlet (WAO) Configuration:**

i) Two (2) Systimax, P/N 2071E, GigaSpeed, Category 6, 23 AWG, 4 pair, Plenum/FEP rated, white jacketed cable to used for data applications, (1) Cat 6 cable for CCTV, (1) Cat 6 cable for Wireless Access Points (WAP) and one (1) Systimax, P/N 2061, PowerSum, Category 5E, 24 AWG, 4 pair, Plenum/FEP rated, slate (gray) jacketed cable to be used for voice application.

ii) The data cable is terminated on one (1) Systimax, P/N MGS400BH-262, GigaSpeed, Category 6, T568A/B, white, jack insert. The voice cable is terminated on two (1) Systimax, P/N MPS100E-270, PowerSum, Category 5e, T568A/B, grey, jack inserts. The data cable for CCTV locations will be terminated on modular plug, 8P8W and plug directly into camera installed by others.

iii) Outlets are housed in Systimax, P/N M14LE-262, fourplex, white, flush mount faceplates mounted to 4S electrical box or after set ring provided by others. A Systimax, P/N M20AP-262, blank insert is installed in the second port of the faceplate for a future second voice connection. A machine printed label in large print to customer requested numbering scheme is adhered to each faceplate.

b) **Horizontal Cross-Connect (HC) Configuration:**

- i) Data cables terminate on Systimax, P/N PM-GS3-48, 48 port, PatchMAX patch panel. Mount to existing Chatsworth Products wall mount racks. Labeling to be machined printed to match existing numbering sequence.
- ii) Voice cables terminate on Systimax, P/N 110AB2-300FT, 300 pair termination blocks mounted to existing backboard. Furnish and install Systimax, P/N 110A3, jumper troughs as required. Labeling to be machine printed in large print and affixed to Systimax, white, plastic designation strips.

3) Testing, Labeling and Documentation

- a) Data - Perform a Permanent Link test on all data cables to Systimax specifications and TIA/EIA-568B.1 C5e or TIA/EIA-568B.2-1 C6, Level III requirements using a OmniScanner. C6 test parameters require that the cable be greater than 50' in length to test accurately in the Near End CrossTalk(NEXT) electrical parameters. Provide test results in electronic documentation format. Furnish laminated hard copy of as-built in each IDF along with soft copy of as-built drawings in dwg format.

Cost Breakdown

Materials	\$ 5,579.59
Labor	\$18,342.33
AutoCAD	\$ 450.00
Tax	\$ 460.12
Total	\$24,832.24

CITY shall compensate VENDOR for the satisfactory performance of the work described in this Exhibit A-1 of Amendment No. 1 in the amount of Twenty-four Thousand Eight Hundred Thirty-two Dollars and Twenty-four Cents (\$24,832.24).

The Contingency in an amount not to exceed Five Thousand Dollars (\$5,000.00), is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A-1, and shall not be undertaken without the express direction by the CITY in writing. Compensation for said additional work shall be mutually agreed upon by the parties in writing.

In no event shall the Fee and the Contingency exceed Twenty-nine Thousand Eight Hundred Thirty-two Dollars and Twenty-four Cents (\$29,832.24).