



AGENDA REPORT

Meeting Date: October 27, 2009

Item Number: F-9

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer *AM*
Tristan Malabanan, Civil Engineer *TM*

Subject: APPROVAL OF THE AWARD OF A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, MOORE ELECTRICAL CONTRACTING, INC., FOR MUNICIPAL AREA NETWORK (M.A.N.)/BHUSD FIBER OPTIC AND SECURITY CAMERA INSTALLATION WITHIN THE CITY OF BEVERLY HILLS, CALIFORNIA IN THE AMOUNT OF \$269,921; AND APPROVING THE PLANS AND SPECIFICATIONS THEREFOR; AND

APPROVAL OF A PURCHASE ORDER TO MOORE ELECTRICAL CONTRACTING, INC. IN THE AMOUNT OF \$350,000 FOR THE PROJECT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR FIBER OPTIC COMMUNICATIONS AND SECURITY CAMERA EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF \$160,000

Attachments:

1. Agreement
2. Categorical Exemption
3. Agreement Letter dated October 7, 2008

RECOMMENDATION

Staff recommends that the City Council move to: 1) approve award of a contract to Moore Electrical Contracting, Inc. in the amount of \$269,921.00 to facilitate the installation of the fiber optic municipal area network (MAN) into Beverly Hills Unified School District (BHUSD) school sites and appurtenant security cameras in the public right of way; 2) approve the plans and specifications for the project, dated August 28, 2009; 3) authorize a contingency amount of \$80,079.00 to make minor changes to the contract as needed; 4) approve issuing a purchase order in the amount of \$350,000.00; and 5) authorize the City Manager to execute purchase orders, in the not-to-exceed amount of \$160,000.00 for fiber optic communications and security camera equipment. The total authorization of funds requested is \$510,000.00.

INTRODUCTION

This report is a request for City Council approval to award a contract to the lowest responsible bidder for the installation of fiber optic cable into three BHUSD schools (Beverly Vista, El Rodeo, and Horace Mann) and security cameras around four BHUSD schools (Beverly Hills High School, Beverly Vista, El Rodeo, and Horace Mann). This project is pursuant to the Joint Powers Agreement 2008-2012 with the BHUSD and a subsequent agreement letter (attached) to facilitate and expedite the aforementioned work.

DISCUSSION

On October 7, 2008, bids were opened after public advertising. Four responsive bids were received as follows:

Moore Electrical Contracting, Inc.	\$269,921.00
J. Fletcher Creamer & Son, Inc.	\$410,630.00
Manuel Bros., Inc.	\$512,925.00
Volt Telecom Group Inc.	\$667,569.21

These amounts were tabulated using unit prices, which take precedence over the submitted total bid amounts. All documents submitted by these bidders were in order, and the apparent low bidder is Moore Electrical Contracting, Inc. A fifth bid was received by Minco Construction in the amount of \$380,075.00, but was found to be nonresponsive as the proposal documents were not filled out correctly. The Engineer's Estimate was \$500,000. All references contacted for the apparent low bidder have been positive and Staff recommends that the lowest bid be accepted and awarded.

In addition to the construction of infrastructure to support the fiber optic system and security cameras, the Information Technology (IT) Department must purchase and install telecommunications equipment to support fiber optic system. IT must also purchase cameras and appurtenant equipment for the City's prospective contractor to install as part of this project.

A budget has been prepared for the purchase of the telecommunication and camera equipment, and they are as follows:

Cameras, housings and related equipment	\$50,000.00
Fiber optic network termination equipment	\$55,000.00
Fiber optic networking switches	\$55,000.00
<u>Total</u>	<u>\$160,000.00</u>

Final selection of the specific equipment is in process, and it is recommended that the City Manager be authorized to execute purchase orders in the not-to-exceed amount of \$160,000 for cameras, housings, fiber optic network termination, network switches and associated equipment for BHUSD MAN extension.

FISCAL IMPACT

A contingency allowance in the amount of \$80,079 has been included in the total purchase order amount of \$350,000. Any change orders that require expenditures from this allowance shall be made only upon written request in accordance with the Administration Regulation regarding change orders.

It is estimated that \$160,000.00 will be needed for the purchase of fiber optic telecommunications and security camera equipment.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
4101503BHSD	85050	Network and Communication BHUSD	\$510,000.00



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2009, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Moore Electrical Contracting, Inc.
463 N. Smith Avenue
Corona, CA 92880-6905

hereinafter referred to as "Contractor";

WITNESSETH

In this consideration of their covenants the parties hereto agree as follows:

1. Contractor shall furnish all labor, materials and equipment necessary to perform the following work in the City of Beverly Hills, California, strictly in accordance with the Notice to Bidders, Proposal form, Plans and Specifications for such improvement, Standard Contractual Requirements and inclusive of Addendums, each of which documents are made a part of this Contract as though fully set forth herein:

**MUNICIPAL AREA NETWORK (M.A.N.)/BHUSD FIBER OPTIC
AND SECURITY CAMERA INSTALLATION**

2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of **Two Hundred Sixty-Nine Thousand, Nine Hundred Twenty-One and No Cents (\$269,921.00)** in the manner provided in subject Plans and Specifications and subject to adjustment provided therein.

3. Concurrently with the execution of this Contract, Contractor shall file with the City the bonds and certificates of insurance specified in said Standard Contractual Requirements.

4. This Contract shall not be assigned without the written permission of the City Council.

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

ATTEST:

CITY OF BEVERLY HILLS,
A municipal corporation

BYRON POPE, City Clerk

NANCY KRASNE, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR: Moore Electrical Contracting, Inc.

RODERICK WOOD, City Manager

KARL KIRKMAN, Risk Manager

DAVID D. GUSTAVSON, Director
Of Public Works & Transportation

APPROVED AS TO FORM:

FUNDS AVAILABLE:

LAURENCE WIENER, City Attorney

SCOTT MILLER, Director of Administrative Services/Chief
Financial Officer

Attachment 2

Categorical Exemption

CITY OF BEVERLY HILLS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Categorical Exemption

NAME OF PROJECT Municipal Area Network/BHUSD Fiber Optic and Security Camera Installation

LOCATION Various locations, City-wide.

TYPE OF BUSINESS (IF COMMERCIAL) _____

PROJECT DESCRIPTION Extend fiber optic infrastructure to BHUSD schools and install adjacent security cameras.

APPLICANT'S NAME City of Beverly Hills PHONE (310) 285-1000

APPLICANT'S ADDRESS 455 North Rexford Drive

CITY Beverly Hills, CA ZIP 90210

IF DIFFERENT, PROVIDE:

AGENT'S NAME _____ PHONE _____

AGENT'S ADDRESS _____

CITY _____ ZIP _____

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class 1(a) and 1(b)

COMMENTS Modification to an existing structure and extension of existing utilities.

Reviewed by [Signature] Date 10/7/2009

Attachment 3

Agreement Letter dated October 7, 2008

October 7, 2008

Dr. Myra Demeter
President
Beverly Hills Unified School District
255 S. Lasky Drive
Beverly Hills, California 90212

Re: Joint Powers Agreement 2008-2012

Dear Dr. Demeter:

The City of Beverly Hills ("City") and its Information Technology Department have been working collaboratively with *Cheryl Plotkin*, Assistant Superintendent - Business Services, with regard to the municipal area network project ("MAN"). As originally contemplated in the joint powers agreement, the City was to reimburse the Beverly Hills Unified School District ("District") the costs of providing the hardware, software and other services to bring the MAN to each of the five District facilities up to the point of connection (the "Project"). However, after much discussion between the City and District, the District has requested that the City undertake the Project.

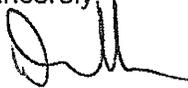
In order to facilitate this request, the following constitutes the scope of the Project and will serve as a letter agreement between the District and the City regarding the installation of the MAN.

1. The City will provide the hardware, software and other professional services to bring the MAN to each of the five District facilities up to the point of connection, as that is determined by the City's Chief Information Officer in his sole discretion ("Services"). The MAN is the interconnection of networks within the City into a single larger network, comprised of a fiber optic backbone (ring) structure. The Services do not include any repair or installation work related to any defect that exists or occurs within the District's computer and network infrastructure beyond or "downstream" of the point of connection as determined by the City's Chief Information Officer in his sole discretion.
2. The District will provide the City, or its third party vendor, access to District facilities in order to provide the Services.
3. The District shall indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from the acts or omissions of the City or its agents or contractors in connection with its obligations under this letter agreement or in connection with its performance of the Services. This includes, but is not limited to, any property damage to District facilities and any damage to or loss of use of the District's computer network and its ancillary facilities due to the installation of the MAN.
4. THE INSTALLATION SERVICE PROVIDED BY THE CITY IS PROVIDED "AS IS". THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CITY EXPRESSLY DISCLAIMS ALL WARRANTIES.

5. This Agreement represents the entire integrated agreement between City and District with respect to the Services and supersedes all prior negotiations, representations or agreements, either written or oral. The laws of the State of California shall govern the interpretation of this Agreement. This Agreement may be amended only by a written instrument signed by both City and District.

Please confirm your acceptance of the terms of this Agreement as set forth in this letter by signing below and returning the signed letter to me as soon as possible. A copy is enclosed for your records.

Sincerely,



David Schirmer
Chief Information Officer

APPROVED AND AGREED TO:

The Beverly Hills Unified School District agrees to the terms of this agreement as set forth above.

Signature: Cheryl Plotkin

Date: 10/28/08