



AGENDA REPORT

Meeting Date: January 5, 2010
Item Number: F-8
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: Agreement (2)

Item A. APPROVAL OF A PURCHASE ORDER TO MAR-CO EQUIPMENT COMPANY IN A NOT-TO-EXCEED AMOUNT OF \$285,281.74 FOR THE PLANNED REPLACEMENT OF ONE COMPRESSED NATURAL GAS (CNG) POWERED REGENERATIVE-AIR STREET SWEEPER

RECOMMENDATION

Staff recommends that the City Council reject the lowest bid from Haaker Equipment Company and approve a purchase order in the not-to-exceed amount of \$285,281.74 to the second bidder, Mar-Co Equipment Company for one CNG-powered regenerative-air street sweeper.

INTRODUCTION

Following an annual evaluation by the City's vehicle and equipment fleet, staffs from the Fleet Services and the Solid Waste Divisions determined that all of the City's five (5) street sweepers have exceeded their economical life expectancies; therefore, they should be replaced. Additionally, the South Coast Air Quality Management District (SCAQMD) has mandated that all heavy-duty street sweepers being operated within the SCAQMD's jurisdiction shall be fitted with best-available diesel emission control devices or be replaced with sweepers that are powered only by alternative-fueled engines. Staff is recommending the purchase of one unit at this time, while various key issues directly related to the Stormwater Utility Program are being evaluated by the City Council.

This purchase is the replacement of a 2001 diesel powered regenerative-air street sweeper which has reached the end of its useful life.

DISCUSSION

Staff conducted a prequalification evaluation (on-site demo) by inviting five vendors to showcase their product offerings. After the on-site demo, staff has determined that the “Elgin Crosswind J+” (the latest model of the City’s current sweepers) and the “Tymco 600” are the ideal machines for sweeping the City’s streets and alleys. Staff proceeded to compile the document for Bid 09-37, and incorporated requirements set by the South Coast Air Quality Management District’s (SCAQMD) Rule 1186 (Dust Control) and Rule 1186.1 (Less-polluting Sweepers - mandates the use of alternative-fueled sweepers).

The City received bids from 2 vendors, Haaker Equipment Company and Mar-Co Equipment Company as follows:

Description / Bid Specification	Mar-Co Equipment Company	Haaker Equipment Company
CNG-powered Truck-mounted Regenerative Air Street Sweeper	Tymco 600 on a Freightliner M2 106 w/Conventional Cab	Elgin Crosswind J+ on a Freightliner M2 w/ Conventional Cab
Base Bid Price Proposal	\$253,262.80	\$239,068.00

The selection committee thoroughly reviewed the two bid proposals, the information gathered from the hands-on prequalification and the bid-review process. As a result, the evaluation committee unanimously agreed that the “Tymco 600” is the machine that offers more advantages to the City. The committee believes that, despite costing slightly higher, the Tymco 600 possesses several key features that make this machine superior both in performance and maintainability and would offset the cost difference over its life. Some of the Tymco 600’s noteworthy advantages are:

- Dust separator – Superior wear-resistant capability and dust-filtration efficiency.
- Filter screen – One-piece design eliminates gap that could allow pliable debris, such as plastic bags, to clog up suction chute and impeller housing.
- Hopper (Debris body) – Stationary design eliminates movement (wear point and pinch point) of heavy component; thus, making it a safer design.
- Blower – Made from high-strength light-weight aluminum alloy and weighs just 49 lbs (Elgin’s weighs 250 lbs). Open-face design effectively eliminates clogging.
- Gutter brooms – Controlled by a single hydraulic cylinder instead of multiple air cylinders found on the Elgin machine; automatic load-sensing feature is also superior.

Having operated and worked on the Elgin Crosswind sweepers for almost fifteen years, both maintenance and operation staffs have amassed considerable experience with the Elgin-made sweepers. Staff also contacted various public agencies and sweeping contractors to solicit their feedback in regards to the performance of the Tymco sweepers. Based on the crew’s experience and feedbacks received, the Tymco 600 sweeper is a hands-down pick by the committee to replace the City’s aging fleet of Elgin sweepers.

Staff recommends that the City Council reject the lowest bid from Haaker Equipment Company and approve a purchase order in the not-to-exceed amount of \$285,281.74 to the second bidder, Mar-Co Equipment Company for one CNG-powered regenerative-air street sweeper. The total purchase cost of this vehicle including optional chassis, truck engine and transmission, sweeper engine and sales tax is \$285,281.74.

FISCAL IMPACT

Funds were budgeted and are available in the Vehicle Replacement (35498502-85050) fund for this purpose.

Item B. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND XEROX CORPORATION FOR CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION AND RELATED SERVICES

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 1 to the agreement between the City of Beverly Hills and Xerox Corporation for lease of citywide copiers, license of software, installation and related services.

INTRODUCTION

A five-year trial agreement (Agreement no. 130-05) was approved by the City Council on June 7, 2005 which expires June 30, 2010.

On July 7, 2009, the City Council approved a blanket purchase order to Xerox Corporation for fiscal year 09/10 for a total not-to-exceed amount of \$347,950.

On November 5, 2009, Council approved a new agreement (Agreement no. 433-09) with Xerox Corporation including the services and solutions terms and conditions attachment. The agreement is good for a period of five years terminating on October 31, 2014. With this agreement, the City will issue a termination letter that becomes effective upon removal of the existing equipment and receipt of the new equipment.

DISCUSSION

This amendment (Amendment no. 1 to Agreement no. 433-09) to the Xerox Corporation agreement changes the start date from November 1, 2009 to December 1, 2009 and the termination date from October 31, 2014 to November 30, 2014. The amendment mainly provides for the replacement of the existing multi-function copier model W5030PH (which has been discontinued) with the new model W5135PT.

The contract amount and the total not-to-exceed amount of the blanket purchase order remain the same.

FISCAL IMPACT

The modification to the existing agreement allows for the replacement of existing equipment with newer more efficient models at no additional cost to the City.

Item C. APPROVAL OF AMENDMENT NO. 2 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 CAPITAL IMPROVEMENT PROJECTS; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$68,907.90 TO THE PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$158,907.90 FOR THESE SERVICES

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 2 to Agreement no. 157-07 with Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions for data and voice cabling services for workstations and offices for the third floor remodel of City Hall and approve a change order in the amount of \$68,907.90 to the purchase order for these services. The total amount of the agreement including the amendment is \$158,907.90.

INTRODUCTION

On January 22, 2009, Council approved Amendment no. 1 to Agreement no. 157-07 with Pacific Coast Cabling, Inc. and a change order in the amount of \$45,000 for the additional data cabling services for the remodeling projects at the police facility for the expansion of the Emergency Operations Center (EOC) and other capital improvement projects. The total amount of the agreement including amendment no. 1 was \$90,000.

DISCUSSION

The proposed amendment no. 2 is to provide data and voice cabling services for workstations and offices for the third floor remodel in City Hall. The work includes procurement of materials and installation of terminal closet build out, termination of data, voice and CCTV cables at each workstation and office location (for a total of 122 voice and 244 data cables), and system testing & documentation. The work will provide for the required communications services in coordination with Information Technology's services for telephone and data for City staff offices and workstations.

The change order request in the amount of \$68,907.90 includes a contingency of \$5,000 for these services. The total amount of the agreement including amendment no. 2 is \$158,907.90.

FISCAL IMPACT

Funds were budgeted and are available in the FY 09-10 Capital Improvement Budget for the City Hall Master Project #0851 fund for this purpose.


for: Noel Marquis
Finance Approval


for: Scott G. Miller
Approved By

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND XEROX
CORPORATION FOR CITYWIDE COPIERS, LICENSE
OF SOFTWARE, INSTALLATION AND RELATED
SERVICES

NAME OF VENDOR:	Xerox Corporation
RESPONSIBLE PRINCIPAL VENDOR	Michelle Yoshino, Account Executive Manager
VENDOR'S ADDRESS:	1851 East 1st Street Suite 200 Santa Ana, California 92705
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, California 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	December 1, 2009
TERMINATION:	November 30, 2014
COMPENSATION:	See Exhibit B

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND XEROX
CORPORATION FOR CITYWIDE COPIERS, LICENSE
OF SOFTWARE, INSTALLATION AND RELATED
SERVICES

THIS AMENDMENT NO. 1 ("Amendment") is to that certain Agreement, dated November 5, 2009, and identified as Contract No. 433-09 (the "Agreement"), a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Xerox Corporation, a corporation (hereinafter called "VENDOR") for citywide copiers, license of software, installation and related services.

RECITALS

The parties desire to modify the Commencement and Termination dates, document names and numbers, and equipment identifiers.

In consideration of the mutual promises set forth below, the parties agree to amend the Agreement as follows:

Section 1. On page one of the Agreement, the Commencement Date is changed to December 1, 2009 and the Termination Date is changed to November 30, 2014.

Section 2. On page one of the Services & Solutions Order ("SSO"), included in Exhibit B of the Agreement, the Term is changed to December 1, 2009 to November 30, 2014 (60 months).

Section 3. In the Statement of Work ("SOW"), Exhibit A-3 of the Agreement, on each page the Agreement Number is changed to 7077510-001.

Section 4. On page 1 of the SSO, "Managed Print Services" is changed to "XOS Remote Care, form number 52529."

Section 5. All equipment identified by Xerox Equipment Description W5030PH on the Pool Plans and listed as items 1-16 on the SSO, is changed to W5135PT.

Section 6. All modifications described in Section 1 through 5 of the Amendment shall be made as set forth in Attachment 1.

Section 7. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representatives of CITY and VENDOR have executed this Addendum.

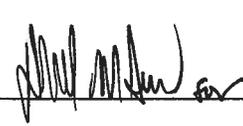
EXECUTED the _____ day of _____ 2009.

THE CITY OF BEVERLY HILLS

By:  _____

Name: David Schirmer

Title: Chief Information Officer

By:  _____

Name: Laurence S. Wiener

Title: City Attorney

XEROX CORPORATION

By: Michelle Yoshino

Name: MICHELLE YOSHINO

Title: AGM

By: John Cheslick

Name: John Cheslick

Title: WEGO Controller

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

Demonstration Agreement



Customer: CITY OF BEVERLY HILLS

CITY OF BEVERLY HILLS
 455 N Rexford Dr
 Beverly Hills, CA 90210-4817

Install: **CITY OF BEVERLY HILLS**
 It (lower Basement)
 9355 Civic Center
 Beverly Hills, CA 90210-3427

Solution

Item	Product Description	Storage Information	Demonstration Period	Requested Install Date
1.	WC7435P (WC7435P PRINTER) - 3-hole Punch (fin-lx) - Ofc Finisher Lx - Hc Tandem Tray - Scanning Enabl Kit	Xerox WCP2128 TFN683074	14 days	12/4/2009

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Mark Gerdes

Phone: (310)285-1176

Signature: _____

Date: _____

Thank You for your business!

This Agreement is proudly presented by Xerox and

Jim Smith
(213)278-3677

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Demonstration Agreement



Customer: CITY OF BEVERLY HILLS

CITY OF BEVERLY
HILLS
455 N Rexford Dr
Beverly Hills, CA 90210-4817

Install: CITY OF BEVERLY
HILLS
Chambers
455 N Rexford Dr
Beverly Hills, CA 90210-4817

Solution

Item	Product Description	Storage Information	Demonstration Period	Requested Install Date
1.	W5135PT (W5135 PRINTER W/HCTT) - Office Finisher - Ntw Scan / Email	Xerox DC430 TWY023106	14 days	12/4/2009



Terms and Conditions

1. DEMONSTRATION PRODUCTS. "Products" means the equipment (the "Equipment"), software, and supplies identified in this Agreement. Xerox will deliver and install the Products for demonstration purposes pursuant to the following terms.

2. USE & MAINTENANCE. You will use the Products during the "Demonstration Period" in your business to determine whether you wish to acquire them from Xerox. Xerox will maintain the Products during the Demonstration Period under its standard maintenance terms at no charge to you. Unless Xerox is delivering Equipment that was "Previously Installed", Equipment will be: (a) "Newly Manufactured", which may contain some reconditioned components; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

3. SUPPLIES. Xerox will provide an initial inventory of supplies for the Products, and you will pay Xerox for these supplies if you acquire the Products. You will purchase from Xerox all additional supplies you require during the Demonstration Period.

4. TITLE, SOFTWARE LICENSE, RISK OF LOSS & CREDIT REPORTS. Title to and all intellectual property rights in the Products, including any software and associated documentation ("Software"), will reside solely with Xerox and/or its licensors (who will be considered third party beneficiaries of this Section). Xerox grants you a non-exclusive, non-transferable license to use Software during the Demonstration Period solely in conjunction with the Equipment with or for which it is delivered. You may not: (a) distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered in an unactivated state; or (c) allow others to engage in same. Software may contain code capable of automatically disabling the Products. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. Risk of loss for the Products passes to you upon delivery and remains with you until Xerox removes the Products. The Equipment will remain personal property, and you will not attach it as a fixture to any real estate or make any permanent alterations to it. You will not pledge, sub-lease or part with possession of the Equipment, or file or permit to be filed any lien against it. You authorize Xerox to obtain credit reports from commercial credit reporting agencies.

5. DELIVERY & REMOVAL CHARGES. Xerox will be responsible for all standard delivery and removal charges, and you will be responsible for any non-standard delivery or removal charges.

6. TERMINATION OR EXPIRATION. Either party may terminate this Agreement at any time by giving notice to the other party. After this Agreement is terminated or expires,

you will either (a) enter into a separate agreement with Xerox to acquire the Products "AS IS, WHERE IS", or (b) make the Products available for removal when requested to do so by Xerox, and the Equipment must be in the same condition as when delivered, reasonable wear and tear excepted. If you fail to do (a) or (b) above, Xerox may, in addition to its other remedies, invoice you for the commercial list price and all applicable taxes for the Products and supplies provided by Xerox, and you will pay such invoice within 15 days after receipt of invoice. Upon receipt by Xerox of payment in full, title to the Equipment will pass to you "AS IS, WHERE IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, and any Software will be licensed to you under Xerox's then-current standard license terms and conditions. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

7. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (i) to the jurisdiction and venue of the federal and state courts in Monroe County, New York; and (ii) to waive their right to a jury trial. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. Xerox will not be liable to you for any direct damages in excess of \$10,000, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Each party may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which will be considered an original and admissible in any action to enforce this Agreement. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. The individuals signing this Agreement are duly authorized to do so. Xerox may accept this Agreement either by its signature or by commencing performance (e.g., Equipment delivery). All changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. You may not assign this Agreement without Xerox's prior written consent.

8. STORAGE. Xerox will remove and store certain units of your equipment ("Stored Equipment") during the Demonstration Period. Title to, and all payment obligations for, the Stored Equipment will remain with you. Risk of loss for the Stored Equipment will pass to Xerox until the Stored Equipment is returned to you or disposed of as agreed to by you and Xerox.

Demonstration Agreement



Customer: CITY OF BEVERLY HILLS

BEVERLY HILLS CITY
OF
455 N Rexford Dr
Beverly Hills, CA 90210-4857

Install: CITY OF BEVERLY
HILLS
Library
444 N Rexford Dr
Beverly Hills, CA 90210-4873

Solution

Item	Product Description	Storage Information	Demonstration Period	Requested Install Date
1.	WCBK40P (WC BOOKMARK 40 P) - Foreign Interface - Oct (32-55 Ppm Only) - Network Accounting - 256mb Epc Memory Upgrade Kit	Xerox WCBK40 LBD000672	14 days	12/4/2009

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages in including this face page.

Signer: Mark Geddes

Phone: (310)285-1176

Signature: _____

Date: _____

Thank You for your business!

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7. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (i) to the jurisdiction and venue of the federal and state courts in Monroe County, New York; and (ii) to waive their right to a jury trial. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. Xerox will not be liable to you for any direct damages in excess of \$10,000, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Each party may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which will be considered an original and admissible in any action to enforce this Agreement. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. The individuals signing this Agreement are duly authorized to do so. Xerox may accept this Agreement either by its signature or by commencing performance (e.g., Equipment delivery). All changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. You may not assign this Agreement without Xerox's prior written consent.

8. STORAGE. Xerox will remove and store certain units of your equipment ("Stored Equipment") during the Demonstration Period. Title to, and all payment obligations for, the Stored Equipment will remain with you. Risk of loss for the Stored Equipment will pass to Xerox until the Stored Equipment is returned to you or disposed of as agreed to by you and Xerox.

AMENDMENT NO. 2 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 CAPITAL IMPROVEMENT PROJECTS

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

RESPONSIBLE PRINCIPAL OF VENDOR: Tim McManus

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: May 1, 2007

TERMINATION DATE: December 31, 2010, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement:
Not to exceed \$45,000, as mutually agreed
upon by the parties in writing

Amendment No. 1:
Not to exceed \$45,000, as mutually agreed
upon by the parties in writing

Amendment No. 2:
\$63,907.90, as mutually agreed upon by the
parties in writing;

Contingency for additional work not to
exceed \$5,000.00 as more fully described in
Exhibit A; total not to exceed \$68,907.90

Total not to exceed \$158,907.90

AMENDMENT NO. 2 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 CAPITAL IMPROVEMENT PROJECTS

This Amendment No. 2 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions Kastner, Inc., (hereinafter called "VENDOR") dated May 15, 2007 and identified as Contract No. 157-07, as amended by Amendment No. 1 dated January 22, 2009 and identified as Contract No. 30-09.

RECITALS

A. CITY entered into a written agreement with VENDOR dated May 15, 2007 for communications infrastructure services related to CITY's capital improvement projects.

B. CITY desires VENDOR to perform additional services in connection with capital improvement projects including the City Hall third floor remodel, and related relocation of staff offices.

C. CITY desires to amend the Termination Date of the Agreement, increase the scope of services and increase the Consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A, "Scope of Work", shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by Section 3 of Amendment No 1 and this Amendment No. 2, the Agreement dated May 15, 2007 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

NANCY KRASNE
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

DAVID S. BURK
President

RICHARD J. HARRIS
Vice President of Sales & Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, ICMA—CM
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide all materials, necessary equipment, and labor to perform communications cabling services for the Beverly Hills City Hall Third 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.

Detailed Statement of Work

Existing Structured Cabling System

Furnish labor to remove all existing network cabling and components from workstations back to origin and remove from termination blocks and patch panels along with any associated cross connect.

Telecommunications Closet (TC) Build Out

Furnish and install 4" EMT horizontal sleeves thru fire rated gypsum wall to route cabling into electrical/telecommunications room in order to transition cabling from accessible ceiling space to existing wall mount racks for termination of voice and data cabling.

Furnish labor to remove and relocate existing wall mount racks in current telecommunication closets and install in electrical rooms 314 and 362. Racks will require a 4'H x 4'W foot print on wall where racks will mount side by side. Voice wall field will require a 4' x 4' foot print on wall for termination of voice feed and voice cables and account for future expansion.

Furnish and install telecommunications grounding busbar (TGB) in each telecommunication room and ground wall mount racks to TGB, designated building ground to TGB will be provided by others.

Horizontal – Work Area Subsystem

Emanating from their respective TC, install (122) information outlets consisting of two (2) Systimax, P/N 2071E, GigaSpeed, Category 6, 23 AWG, 4 pair, Plenum/FEP rated, white jacketed cable to be used for data application 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 to each location.

- (59) Information Outlets of 1-voice & 2-data North Side
- (63) Information Outlets of 1-voice & 2-data South Side

For a total of (122) Cat5e voice and (244) Cat 6 data cables for second floor.

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 PCC. Data and voice cables shall enter via separate sleeves where feasible. All cables routed within the TC shall be dressed and bundled in a neat and professional manner using Velcro type fasteners. Furnish and install distribution rings for placement within TC's.

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 through gypsum wall for data/voice communications cable to be cored and sleeved by PCC Network Solutions. Price does not include any coring through concrete floors, walls or any other wall requiring wet saw cut as the assumption has been made that this will be done by others where pathway deficiencies exist.

Work Area Outlet (WAO) Configuration:

The data cable is terminated on one (1) Systimax, P/N MGS400BH-262, GigaSpeed, Category 6, T568A/B, white, jack insert. The voice cable will be split and terminated on two (2) Systimax, P/N MPS100E-270, PowerSum, Category 5e, T568A/B, grey, jack inserts.

Hard wall fixed 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. Modular furniture outlets will be housed in Systimax, P/N MC4CA-003, fourplex, black flush mount modular faceplate mounted to opening for communication on bottom panel. A machine printed label in large print to customer requested numbering scheme is adhered to each faceplate.

Horizontal Cross-Connect (HC) Configuration:

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.

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.

Testing, Labeling and Documentation

All labeling shall conform to customer and industry standards.

Voice – All category 5e cables will be permanent link certified for category 5e compliance with a level III compliant cable analyzer per ANSI/TIA/EIA-568-B.1.

Data – All category 6 cables will be permanent link certified for category 6 compliance with a level III compliant cable analyzer per ANSI/TIA/EIA-568-B.2-1.

All test reports will be documented and provided to the owner on CD ROM. Provide all CommScope Systimax extended warranty documents along with as-built drawings on CD-ROM.

Bill of Materials

Quantity	Part Number	Description
Horizontal -Work Area Subsystem		
22,000.00	2061-Gray	SYS CMP-4/24-C5E-Slate, box 760041939
44,000.00	2071E-White	SYS CMP-4/24-C6-White, box 700208101
244.00	MPS100E-270	SYS 110 8W C5E T568A/B Jack Grey 108232752
244.00	MGS400BH-262	SYS 110 8W C6 T568A/B Jack White 700206725
90.00	M14LE-262	SYS 4-port flush faceplate, White 108333162
32.00	M4CA-003	SYS 4-port modular faceplate, Black 700189046
	M102SMB-B-262	SYS 2-port surface mount box, White 107984056
1.00	M20AP-262	SYS blank inserts, White Pk/100 107067928
240.00	283453	Hilti 6' 12 AWG Ceiling Wire w/Clip (Ea)
1.00	3429001	Hilti Balistic Pin & Red Shot, Pk/1000
240.00	HEA STFCOC	Stiffy 3-1/2" Mid Rod Clip on Cradle
2.00	FS200	STI 2" Ready Sleeve Kit
3.00	FS400	STI 4" Ready Sleeve Kit
4.00	110AB2-300FT	SYS 110 wiring block, 300-pair with C4 clips
4.00	110A3	SYS 110 Jumper Trough
6.00	PM-GS3-48	SYS PatchMAX Cat 6, 48-port patch panel, 3U 760062364
1,464.00	TAG5L-105	Adhesive Cable Labels
244.00	TC-20-Z1	Black Letters-White Tape-12mm (2 inch Label)
122.00	Labor Only	Category 3 Test All IV Test (Per Circuit)
244.00	Labor Only	Level III Category 5E or Cat6 Test (Per Circuit)
Closet Buildout		
4.00	Labor Only	Relocate Existing Wall Mount Racks on 3rd floor
2.00	GB2B0306TPI-1	Panduit Telecom Ground Busbar
60.00	THHN-6-STR-GRN-1000R	6 AWG Stranded Ground Wire
8.00	CBA70-14-C	Connector Lug, 1/4" Single Hole, Panduit
Miscellaneous Materials		
10.00	600GYBRTAPE	Dottie 3/4" Black Electrical Tape
1.00	J-35	Pull Lube, Polywater (qt. squeeze btl)
4.00	174060	Velcro 5/8" OneWrap Plenum (25 Yards)
2.00	314268	Hilti CP-601 Fire Stop Tube (Ea)-For Outside of Conduits(between conduit & wall)
6.00	314721	Hilti-Firestop Putty Stick
16.00	GB13C	D Ring-Large 8 in. Metal
1.00	650C	Pull String-Exxon Poly 210 lb. (6500' bx)
55.00	SFB1B	Get Org 1'x1" Superflex Tubing (Black/1Ft)
9.00	W1-10S	1P 1 Gang/1-3/8" Split Plate, White
40.00	Labor Only	Demo of existing cabling at termination blocks/PP

Costs Breakdown

Original Agreement: not to exceed \$45,000 as mutually agreed by the parties in writing.

Amendment No. 1: not to exceed \$45,000 as mutually agreed upon by the parties in writing.

Amendment No. 2:

Material	\$32,293.90
Tax	\$3,148.66
Material W/Tax	\$35,442.56
Labor	\$28,065.34
Subcontract	
AutoCAD Expenses	\$400.00
Total Price	\$63,907.90

CITY shall compensate VENDOR for the satisfactory performance of the work described in this Amendment No. 1 in the amount of Sixty Three Thousand Nine Hundred Seven Dollars and Ninety Cents (\$63,907.90).

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, 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 Sixty Eight Thousand Nine Hundred Seven Dollars and Ninety Cents (\$68,907.90)