



AGENDA REPORT

Meeting Date: November 16, 2010

Item Number: F-14

To: Honorable Mayor & City Council

From: Ara Maloyan, Deputy City Engineer
Tristan Malabanan, Civil Engineer

Subject: ACCEPTANCE OF THE CONTRACT WORK FOR THE MUNICIPAL AREA NETWORK (M.A.N.)/BHUSD FIBER OPTIC AND SECURITY CAMERA INSTALLATION PROJECT BY MOORE ELECTRICAL CONTRACTING, INC. IN THE FINAL AMOUNT OF \$301,860.90 AND AUTHORIZATION OF CITY CLERK TO RECORD NOTICE OF COMPLETION

Attachments:

1. Agreement Letter dated October 7, 2008
2. Notice of Completion

RECOMMENDATION

Staff recommends that the City Council accept the described work with Moore Electrical Contracting, Inc. and authorize the City Clerk to record the attached Notice of Completion.

INTRODUCTION

This report provides information to the City Council for acceptance of the contract work in the final amount of \$301,860.90 and authorization for the recordation of the Notice of Completion by the City Council with Los Angeles County Recorder.

DISCUSSION

The contract scope of work included the installation of fiber optic cable from the City's main fiber optic backbone into the grounds of three BHUSD schools (Beverly Vista, El Rodeo, and Horace Mann) and the installation of 22 security cameras around four BHUSD schools (Beverly Hills High School, Beverly Vista, El Rodeo, and Horace Mann). This project was implemented pursuant to the Joint Powers Agreement 2008-2012 between the City and BHUSD and the attached agreement letter dated October 7, 2008, between the City's Information Technology Department and BHUSD.

On October 27, 2009, a contract in the amount of \$269,921 was awarded to Moore Electrical Contracting, Inc. on the basis of sealed competitive bids received after public advertising in the Beverly Hills Courier, Beverly Hills Weekly, on the City's website, and

on several other construction industry websites such as Bid Ocean, McGraw-Hill, and Reed Construction Data.

Moore Electrical Contracting, Inc. mobilized and construction commenced on November 12, 2009. Construction work included installing conduit via boring or open trench, pull boxes, fiber optic cable, 22 cameras on 10 street light poles and 1 steel camera pole, and 3 telecommunications cabinets with an uninterrupted power supply (UPS) system in each cabinet. Change orders were approved during construction for: a) the installation of a type 17 pole on Olympic Boulevard at Heath Avenue and b) the installation of two additional cameras each and associated conduit and wiring at Beverly Hills High School, Horace Mann, and Hawthorne School.

Regarding the type 17 pole installation on Olympic Boulevard, the contractor could not install cameras on the existing street light since it was still high voltage. The nearby existing flashing yellow signal pole was also slated for replacement by City staff (separate from this project). Rather than installing a third pole for the sole purpose of mounting cameras, City staff and the contractor removed both the existing high voltage street light and the flashing yellow signal, and installed a new combination pole with flashing yellow signals, cameras, and a safety light.

Moore Electrical Contracting, Inc. completed the project construction all work on October 12, 2010 and fiber splice test results were transmitted to City staff. Civil Engineering Division personnel inspected all the work and are satisfied that the work was completed in accordance with the contract documents approved for this project. IT personnel verified that all cameras were operational and approved the viewing direction of each camera.

FISCAL IMPACT

The original construction contract purchase order (which included an \$80,079 contingency amount) was \$350,000. The final contract amount is \$301,860.90.

The current amount paid on the contract is \$271,674.81 with a balance of \$30,186.09 due to be paid 35 days after the recordation of the Notice of Completion. Funds for this project were provided in the following 2009-2010 fiscal year funds account:

ACCOUNT NUMBER	FUNDING SOURCE	AMOUNT SPENT	RETENTION EARNED	BALANCE
4101503BHSD-8505	Network and Communication BHUSD	\$ 271,674.81	\$ 30,186.09	\$ 48,139.10
TOTALS		\$ 271,674.81	\$ 30,186.09	\$ 48,139.10



David Gustavson
Approved By

Attachment 1

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.

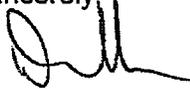
In order to facilitate this request, the following constitutes the scope of the Project and will serve as a letter agreement between the District and the City regarding the installation of the MAN.

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,

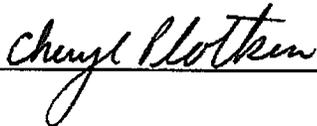


David Schirmer
Chief Information Officer

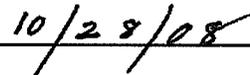
APPROVED AND AGREED TO:

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

Signature:



Date:



Attachment 2

