



AGENDA REPORT

Meeting Date: January 21, 2014
Item Number: D-6
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: (A) APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING INC. D.B.A. PCC NETWORK SOLUTIONS FOR INSTALLATION AND TERMINATION OF FIBER OPTICS RELATED TO THE "SANTA MONICA 5" PARKING STRUCTURES; AND

AUTHORIZE A PURCHASE ORDER FOR THE FIBER OPTICS AND SERVICES IN THE AMOUNT OF \$44,665; AND

(B) AUTHORIZE THE CITY MANAGER AND CHIEF INFORMATION OFFICER TO UTILIZE PREVIOUSLY APPROVED PURCHASE ORDERS FOR ADDITIONAL EQUIPMENT AND SERVICES RELATED TO COMPLETION OF THE VIDEO SURVEILLANCE SYSTEM FOR THE "SANTA MONICA 5" PARKING STRUCTURES FOR A TOTAL AMOUNT NOT TO EXCEED \$166,335

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City and Pacific Coast Cabling and authorize a purchase order in an amount not to exceed \$44,665 for the fiber optic cable installation and termination, and authorize the City Manager and Chief Information Officer to utilize previously approved purchase orders for additional equipment and services related to completion of the video surveillance system for the "Santa Monica 5" parking structures for an amount not to exceed \$166,335.

INTRODUCTION

The Information Technology Department, in conjunction with the Beverly Hills Police Department, has reviewed the incidents of theft crimes at the Santa Monica 5 parking structures, and determined that implementation of a surveillance system at the structures would likely serve to both deter and to help solve any future crimes. The Departments worked together to determine a comprehensive solution that would meet the goal of providing increased safety and security to individuals and their property at these facilities.

While some upgrades to the Santa Monica 5 parking structures had previously been planned and budgeted as part of the City Council's FY 13-14 priorities to expand Community Video Security coverage throughout the City, and to provide new smart technology solutions for City-owned parking facilities, the new goal of increasing security for people and property at these specific structures requires a targeted scope and additional approvals from the City Council to move forward with this project during the current fiscal year.

DISCUSSION

Based on interdepartmental review of the locations and specifics regarding reported theft crimes at the Santa Monica 5 parking structures, staff developed a project scope, that identified overlapping funding sources within previously approved work plan items for this fiscal year. Consequently, the total purchases associated with the Santa Monica 5 project include components that enable not only video surveillance systems, but also other planned smart technology implementations including Wi-Fi, digital signage, and next-generation parking systems.

The specific components that comprise the Santa Monica 5 project include:

- Fiber optic cable installation and termination
- Network switch installation and configuration
- Electrical conduit and circuit installation
- Camera installation and configuration

As part of the FY 13-14 work plans, the Information Technology Department included expansion of the current video security systems as well as implementation of necessary infrastructure to enable future planned smart technology implementations at City-owned parking structures. As a result, the City has already approved funding for cameras, network switches, and related video services through previously authorized purchase orders to Mainline Information Systems, CDWG, and V2IP Consulting. Additionally, in preparation for implementation of anticipated smart technology solutions, the City previously approved funding for completion of electrical work to the parking structures through an authorized purchase order to Saber Electric.

FISCAL IMPACT

Funding for the Santa Monica 5 video surveillance project as detailed above is captured in the table below.

Vendor	Description	NTE Cost
Pacific Coast Cabling	Fiber Optic Cabling & Services	\$44,665
Mainline Information Systems	Networking and Computing Infrastructure	\$75,000
CDWG	Cameras & Related Video Equipment	\$46,000
Saber Electric	Electrical Installation Services	\$31,000
V2IP Consulting	Configuration Services (Set-up, System Management, Security Protocols, etc.)	\$14,335

While the total cost to implement the project is not to exceed a total of \$211,000, the total amount requested as part of this report is an amount not-to-exceed \$44,665, as all other costs have been previously approved and captured as part of the City's broader project to expand the City's Community Video Security systems and implementation of other smart technologies for City-owned parking facilities.

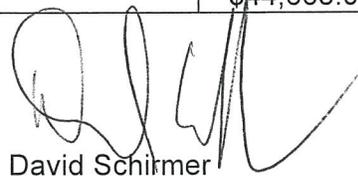
The scope of this project is new, and funds are available in the Information Technology Department's CIP for Community Video Security, CIP - Equipment account.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
31410342	85050	CIP Equipment	\$44,665.00



Don Rhoads
Finance Approval



David Schirmer
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING INC. D.B.A. PCC NETWORK SOLUTIONS FOR INSTALLATION AND TERMINATION OF FIBER OPTICS RELATED TO THE "SANTA MONICA 5" PARKING STRUCTURES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein by this reference (the "Services").

B. CONTRACTOR represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the Services as described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR and CONTRACTOR agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B-1, ("CONTRACTOR's Quotation"), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2 ("Schedule of Payment"), attached hereto and incorporated herein by this reference.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the Schedule of Payment set forth in Exhibit B-2.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent CONTRACTOR. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-CONTRACTORs to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend 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 any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on

the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 16. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 18. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
CITY CLERK

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

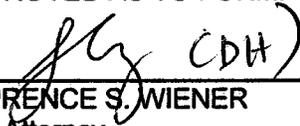


DAVID S. BURR
President / Chief Executive Officer



RICHARD J. HARRIS
Secretary / Corporate Sales Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY C. KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

**EXHIBIT A
SCOPE OF WORK**

Contractor shall provide, to the satisfaction of City, cabling services to meet the City's cabling needs associated with the "Santa Monica 5" Parking Structures (the "Services"). The Services shall include all necessary parts and labor associated with installation, termination and testing of new 144 strand single mode fiber, and any additional cabling items required by the City, including establishment of a new IDF in a CPI wall mounted cabinet, as detailed in Contractor's Quote.

- Task 1. Contractor shall create a new IDF housed in a CPI wall mounted cabinet and install conduit to connect to the existing pathway for each of the City's locations identified together as the "Santa Monica 5" parking structures.
- Task 2. Contractor shall install 144 strand single mode fiber cabling from the existing IDF in the City's Bedford parking structure to the new IDF in the Santa Monica 5 parking structure identified as Santa Monica 5 Parking Garage #5 through existing pathways.
- Task 3. Contractor shall install 144 strand single mode fiber cabling from the new IDF in Parking Garage #5 to the new IDF in Parking Garage #4 through existing pathways.
- Task 4. Contractor shall install 144 strand single mode fiber cabling from the new IDF in Parking Garage #5 to the new IDF in Parking Garage #3 through existing pathways.
- Task 5. Contractor shall install 144 strand single mode fiber cabling from the new IDF in Parking Garage #5 to the new IDF in Parking Garage #2 through existing pathways.
- Task 6. Contractor shall install 144 strand single mode fiber cabling from the new IDF in Parking Garage #5 to the new IDF in Parking Garage #1 through existing pathways.
- Task 7. Contractor shall install 144 strand single mode fiber cabling from the new IDF in Garage #1 to the existing IDF in the City's Beverly / Canon parking structure through existing pathways.
- Task 8. Contractor shall terminate 12 of the 144 strand single mode fiber strands on each link between IDF's on LC connectors housed on 4U Fiber Connector Housings.
- Task 9. Contractor shall label and test each terminated fiber for performance compliance.
- Task 10. Contractor shall provide the City with accurate as-built documentation upon completion of installation.

EXHIBIT B-1
CONTRACTOR'S QUOTATION DATED 1/06/2014

From:



PCC Network Solutions
Design. Build. Deliver.

PCC Networks Solutions
A Pacific Coast Cabling, Inc. Company
9340 Eton Avenue,
Chatsworth, CA 91311
Toll free 800.313.1911
Phone 818.407.1911
Fax 818.407.1913
www.pccinc.com

Quotation #: E-112213LNC-329R

January 6, 2014

Duration: 30 Days

Terms: OAC

FOB: Chatsworth, CA

To: City of Beverly Hills
455 N. Rexford Dr.
Beverly Hills, CA 90210

"Santa Monica 5" Fiber Installation

Attn: David Schirmer
310-285-2581

Item	Qty	PCC P/N	Description	Unit	Total
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Scope of Work:

1. In each of the "Santa Monica 5" Parking Garages, establish a new IDF housed in a CPI wall mounted cabinet and install conduit to connect to existing pathway.
2. From existing IDF in Bedford Parking Garage install 144 SM fiber cable to new IDF in "Santa Monica 5" Parking Garage #5 through existing pathways.
3. From new IDF in "Santa Monica 5" Garage #5 install 144 SM fiber cable to new IDF in "Santa Monica 5" Parking Garage #4 through existing pathways.
4. From new IDF in "Santa Monica 5" Garage #4 install 144 SM fiber cable to new IDF in "Santa Monica 5" Parking Garage #3 through existing pathways.
5. From new IDF in "Santa Monica 5" Garage #3 install 144 SM fiber cable to new IDF in "Santa Monica 5" Parking Garage #2 through existing pathways.
6. From new IDF in "Santa Monica 5" Garage #2 install 144 SM fiber cable to new IDF in "Santa Monica 5" Parking Garage #1 through existing pathways.
7. From new IDF in "Santa Monica 5" Garage #1 install 144 SM fiber cable to existing IDF in Beverly/Canon Parking Garage through existing pathways.
8. On each link between IDFs, terminate 12 of the 144 SM strands on LC connectors housed in 4U Fiber Connector Housings.
9. Each terminated fiber will be labeled and tested for performance compliance.
10. Provide as built documentation upon completion of installation.

Inter-Building Copper/Fiber Backbone

A	5250	144EUC-T4101D20	Corning ALTOS Lite 144-Strand OS2 SM Armored OSP	\$1.40	\$7,350.00
B	12	CCH-04U	Corning 4U 288-Fiber Connector Housing	\$281.58	\$3,378.96
C	12	HDWR-LOCK-KIT-2	Corning Lock Kit	\$19.55	\$234.60
D	12	CCH-CS12-A9-P00RE	Corning CCH Splice Cassette, 12 F, LC UPC duplex, Single-mode (OS2)	\$342.64	\$4,111.68
E	12	PC4-STRN	Corning Strain Relief Bracket	\$21.00	\$252.00
F	12	UCC-001	Corning Universal Cable Clamp	\$15.05	\$180.60
G	35	VFOM-175Y	PCC FO Warning Labels Yellow (each)	\$0.65	\$22.85
H	2	SLCT-WH	Panduit Cable Marker Holder 25 Pk	\$47.20	\$94.40
I	1	C200X100FJJ	Panduit Cable Marker Label 1000 Pk	\$79.00	\$79.00
J	72	Labor Only	OTDR(One Way/One Wavelength per Strand)		
K	144	Labor Only	Fusion Splice Labor		
L	144	Labor Only	Labeling		
M					
N			IDF Buildouts		
O	5	11996-736	CPI CUBE-IT 36"Hx24"Wx30"D Wall Mount Cabinet	\$578.05	\$2,890.25
P	5	12870-701	CPI CUBE-IT Power Strip	\$160.00	\$800.00
Q	5	4-EMT	Conduit-10"x4" EMT	\$41.29	\$206.45
R	10	449	Arlington 4" Plastic Insulating Bushing	\$4.31	\$43.10
S	20	829	4" Compression Connector	\$29.35	\$587.00
T	5	ALB-10	4" LB Conduit Bodies	\$100.65	\$503.25
U	20	359	4" Two Hole Pipe Strap	\$1.02	\$20.40
V	5	Misc	Miscellaneous Mounting Hardware	\$100.00	\$500.00
W	5	Labor Only	Coring		
X					
Y					
Z					

Material: \$21,254.54
Labor: \$21,497.55
Sales Tax @ 9.0%: \$1,912.91
Total: \$44,665.00

Del Willis

dwillis@pccinc.com

818-534-1174 818-974-6022

EXHIBIT B-2
RATES AND SCHEDULE OF PAYMENT

CITY shall pay CONTRACTOR an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the services provided under this Agreement as detailed below.

Description	Costs
Materials (Cables, Connectors, Housings, Cabinets, etc.)	\$21,254.54
Labor	\$21,497.55
Sales Tax (9%)	\$1,912.91
Grand Total	\$44,665.00

CONTRACTOR shall submit an itemized statement to City for its services performed for the prior month or weeks, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay CONTRACTOR all undisputed amounts of such billing within thirty (30) days of receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONTRACTOR agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONTRACTOR's officers, employees, agents or others employed by CONTRACTOR while engaged by CONTRACTOR in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____
 _____ Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____
