



AGENDA REPORT

Meeting Date: April 5, 2016

Item Number: D-18

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer

Subject: APPROVAL OF AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE CONTRACT PUBLIC WORKS INSPECTION SERVICES FOR THE INSTALLATION OF AT&T ODAS CITY-WIDE; AND

APPROVAL OF A PURCHASE ORDER TO KEC ENGINEERS, INC. FOR INSPECTION SERVICES IN THE AMOUNT OF \$200,000, FOR A TOTAL CONTRACT AMOUNT OF \$450,000; AND

APPROPRIATION OF \$200,000 FROM THE GENERAL FUND.

Attachments: 1. Amendment No. 4 to Agreement No. 271-14

RECOMMENDATION

It is recommended that the City Council move to approve Amendment No. 4 to Agreement No. 271-14 with KEC Engineers, Inc., for specialized inspection services related to the AT&T Outdoor Distributed Antenna System (oDAS) installation city-wide in an amount of \$200,000 for a total contract amount of \$450,000; approve a purchase order in the amount of \$200,000 for inspection services to KEC Engineers, Inc.; and appropriate \$200,000 from the General Fund.

INTRODUCTION

On April 11, 2013, the City Council approved Master License Agreement (MLA) # 104-13 between the City of Beverly Hills and "AT&T Mobility" for installation and usage of telecommunication antennas on light standards and poles and supporting equipment within the City of Beverly Hills. The MLA is the vehicle that permits the City to: a) issue

permits for the removal, replacement and installation of seventy-five City owned poles (street light, banner and sign) and b) enforce project conditions that AT&T will have to adhere to during construction and for the life of the agreement including any and all required mitigation measures. One of the provisions of the Agreement will mandate AT&T to pay for all permit plan reviews and inspections required by the City for the implementation of each of the seventy-five oDAS installations.

DISCUSSION

On April 28, 2014, the City entered into Agreement No. 271-14 with KEC Engineers, Inc., in an amount not to exceed \$36,000 for specialized inspection services required for the construction of the first of seven groups of AT&T oDAS nodes, the majority of which were in the Trousdale area of the City. The construction schedule was extended for various reasons and additional services were required; therefore, Amendment No. 1 to the original agreement with KEC Engineers, Inc. was executed in an amount of \$14,000 for a total amount contract amount of \$50,000. The original agreement and first amendment were executed under the City Manager's signature authority.

On September 23, 2014, Amendment No. 2 to Agreement No. 271-14 was executed in the amount of \$150,000 upon approval of the City Council for a total amount not to exceed \$200,000. This amendment provided for inspection services by KEC Engineers, Inc. for AT&T oDAS node groups two and three.

On October 27, 2015, Amendment No. 3 to Agreement No. 271-14 was executed in the amount of \$50,000 under the City Manager's signature authority for a total amount not to exceed \$250,000. This amendment provided for inspection services by KEC Engineers, Inc. for AT&T oDAS node group four.

To date, the performance of KEC Engineers, Inc. staff to provide oversight of the AT&T project has been excellent. In order to provide the necessary inspection services for the remaining AT&T oDAS nodes throughout the City, staff recommends that the City Council move to approve Amendment No. 4 to Agreement No. 271-14 (Attachment No. 1) in an amount of \$200,000 for a total amount not to exceed \$450,000 and approve a purchase order as well as an appropriation from the General Fund in the amount of \$200,000.

FISCAL IMPACT

The inspection costs associated with this agreement will be reimbursed by AT&T through permit fees. Funds in the amount of \$200,000 are to be appropriated from the General Fund.

Don Rhoads

Approved By



George Chavez

Approved By



Attachment 1

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE CONTRACT PUBLIC WORKS INSPECTION SERVICES FOR THE INSTALLATION OF AT&T ODAS CITY-WIDE

NAME OF CONSULTANT: KEC Engineers, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Kavous Emami, P.E., Principal in Charge

CONSULTANT'S ADDRESS: 13201 9th Street
Chino, CA 91710

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: April 28, 2014

TERMINATION DATE: January 31, 2017

CONSIDERATION: Original Agreement: Not to exceed \$36,000
Amendment No. 1: Not to Exceed \$14,000
Amendment No. 2: Not to Exceed \$150,000
Amendment No. 3: Not to Exceed \$50,000
Amendment No. 4: Not to Exceed \$200,000 as more specifically described in Exhibit B;

Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4: Total not to exceed \$450,000.00 (includes all applicable sales tax); and more particularly described in Exhibit B

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE CONTRACT PUBLIC WORKS INSPECTION SERVICES FOR THE INSTALLATION OF AT&T ODAS CITY-WIDE

This Amendment No. 4 is to that certain Agreement dated June 10, 2014 and identified as Contract No. 271-14 (the "Agreement"), as amended by Amendment No. 1 dated September 16, 2014 and identified as Contract No. 491-14, as amended by Amendment No. 2 dated September 23, 2014 and identified as Contract No. 517-14, and as amended by Amendment No. 3 dated October 27, 2015 and identified as Contract No. 548-15, between the City of Beverly Hills, a municipal corporation ("City"), and KEC Engineers, Inc. ("Consultant") for public works construction inspection services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. City entered into a written agreement with Consultant to perform construction inspection services for the AT&T oDAS City-Wide.

B. City and Consultant desires to amend the scope of work to include additional work and provide compensation for such services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Termination date shall be amended as set forth above.

Section 3. Exhibit B, "Schedule of Payment and Rates" is hereby amended as set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 4, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____ 2016 at Beverly Hills, California.

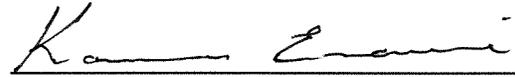
CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
City of Beverly Hills, California

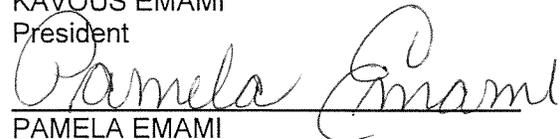
ATTEST:

BYRON POPE
City Clerk (SEAL)

CONSULTANT:
KEC ENGINEERS, INC.



KAVOUS EMAMI
President



PAMELA EMAMI
Corporate Secretary

[Signatures continue]

APPROVED AS TO FORM:



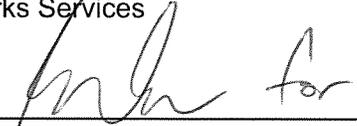
DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public
Works Services



MARK CUNEO
City Engineer



KARL KIRKMAN
Risk Manager

AMENDMENT NO. 3

Description of Services and Estimated Cost:

Full time inspection for AT&T Outdoor Distributed Antenna System (oDAS) nodes at an hourly rate of **\$140/hour**.

Estimated Cost (not to exceed): **\$50,000**

AMENDMENT NO. 4

Description of Services and Estimated Cost:

Full time inspection for AT&T Outdoor Distributed Antenna System (oDAS) nodes at an hourly rate of **\$140/hour**.

Estimated Cost (not to exceed): **\$200,000**

TOTAL COST (not to exceed): **\$450,000**

Consultant shall invoice City on a form approved by the City. Each invoice that Consultant submits shall consist of an itemized statement to City for its services performed, which shall include documentation setting forth in detail a description of the services rendered. City shall pay Consultant the amount of such undisputed billing within thirty (30) days of receipt of same.