



AGENDA REPORT

Meeting Date: December 18, 2007
Item Number: F-14
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Subject: APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ABM ENGINEERING SERVICE; AND
APPROVE A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$41,348 TO ABM ENGINEERING SERVICE TO EXPAND THE SCOPE OF WORK
Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve an amendment to the agreement with ABM Engineering Service, and approve a change purchase order in the amount of \$41,348 to replace the return air fan and related equipment at the City Council Chambers.

INTRODUCTION

The proposed amendment will address necessary replacement of mechanical equipment serving the City Council Chambers to increase the available airflow without objectionable noise.

DISCUSSION

The City entered into an agreement with ABM Engineering Service on August 21, 2006, to provide maintenance of mechanical, electrical, heating, ventilating, and air conditioning systems services for City buildings. The services include all components of the Civic Center Central Plant, as well as, related water systems and waste water pumping systems (sump pumps) in City-owned facilities.

To provide for proper maintenance of these facilities additional work has been identified for which this amendment will address. Specifically, the expanded scope of work is for the replacement of the existing return air fan that serves the City Council Chambers.

This work will replace equipment that was installed when the City Hall was remodeled in 1989, and has reached the end of its life cycle. The scope also includes the following related work for a complete operating fan system:

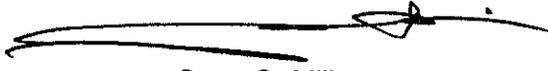
- New variable frequency drive (VFD) with bypass
- New acoustically lined return plenum/ductwork
- New branch ducts to linear grille
- New Honeywell DDC controls and interface into new fan and drive equipment including programming and graphics
- Start up new system and test for proper operation
- Air balance area for even distribution of airflow

The cost of work is \$38,348 and a contingency of \$3,000 is added for changes due to unforeseen conditions to complete the work.

The City has retained an independent consultant as a Commissioning Agent to verify the work complies with the scope of work and perform comprehensive testing of the systems.

FISCAL IMPACT

Funding is available for the work in the fiscal year 2007-2008 Capital Improvement Program (CIP) budget for City Hall Master Project, Project No. 0851.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND ABM ENGINEERING SERVICE

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and ABM Engineering Service (hereinafter called "Contractor") dated August 21, 2006, identified as Contract No. 317-06 as amended by Amendment No. 1 dated May 29, 2007, identified as Contract No. 174-07 and Amendment No. 2 dated October 26, 2007 and identified as Contract No. 434-07 ("Contract" or "Agreement") for mechanical-electrical services, fire and life safety, heating, ventilating and air conditioning systems services ("HVAC services").

RECITALS

- A. City entered into the Agreement for HVAC services, which was previously amended.
- B. City desires to further amend the Scope of Work of the Agreement and to compensate Contractor for such services.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section I. Section 8, Section II, Sub-section A of the Form of Contract, SCOPE OF SERVICES, MECHANICAL-ELECTRICAL SERVICES HEATING, VENTILATION AND AIR CONDITIONING (HVAC) shall be amended to add the following:

"Contractor shall provide the following additional work as described below at the facility identified herein:

- a) Replacement of Return Air Fan at City Council Chambers - provide supervision, coordination, sub-contract labor and materials to replace the existing return air fan and related equipment, based on the following scope of work:

- 1) Demolish and remove existing fan

- 2) Furnish and install (1) new axial return air fan, Cook QMX 270 or approved equal
 - 3) Furnish and install (1) new Danfos variable frequency drive (VFD) with bypass
 - 4) Furnish and install new acoustically lined return plenum/ductwork
 - 5) Furnish and install new branch ducts to linear grille
 - 6) Furnish and install new Honeywell DDC controls and interface into new fan and drive equipment including programming and graphics
 - 7) Demolish and remove ceiling as required for new fan installation
 - 8) Engage deputy inspector for epoxy anchors and pay fees
 - 9) Perform fire sprinkler modifications as required for new fan
 - 10) Furnish and install required electrical wiring, conduit, low voltage wiring, circuit breakers, and motor starter as required
 - 11) Start up new system and test for proper operation
 - 12) Air balance area for even distribution of airflow
- b) Contractor shall provide all materials and labor for the work described above for the not-to-exceed amount of \$38,348. A contingency of \$3,000 for changes due to unforeseen conditions to complete the work is provided. The total not-to-exceed amount for the work described herein is \$41,348.”

Section 2 Section 4 of the Form of Contract, PAYMENT, shall be amended as follows:

"PAYMENT.

a. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of \$49,981.52 (Dollars) per month, subject to any cost increases, additions or deletions as authorized in the Contract Documents, payable as provided in the Contract Documents, and an additional \$88,215 for the services added by Amendment No. 1 and \$41,348 for the services added by Amendment No. 3.

b. Contractor shall submit a monthly statement to City for its services performed for the prior month in such form as City may request. City shall pay Contractor the amount of such billing within thirty (30) days of receipt of same.”

Section 3 Except as specifically amended in Section 1 of Amendment No. 1 and this Amendment No. 3, the Agreement between the City of Beverly Hills and ABM Engineering Service shall remain in full force and effect.

Executed this ____ day of _____, 2007, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: ABM ENGINEERING
SERVICE

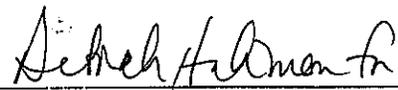


LARRY GROHS
Senior Vice President



MARK ASSISE
Vice President - Finance

APPROVED AS TO FORM:



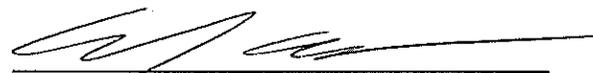
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



ADP DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager