



AGENDA REPORT

Meeting Date: February 16, 2010
Item Number: F-10
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration
Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SYSTEMS SOURCE, INC. FOR FURNITURE PURCHASE AND INSTALLATION RELATED TO THE FIRE STATION NO. 1 REMODEL; AND

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$41,009.08 TO SYSTEMS SOURCE, INC FOR THE PURCHASE AND SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the agreement with Systems Source, Inc. in the amount of \$41,009.08 for the purchase and installation of staff workstations and office furniture for portions of Fire Station No. 1; and approval of a Change Purchase Order in the amount of \$41,009.08. The total amount of this agreement with the amendment is \$87,502.58.

INTRODUCTION

The proposed amendment will provide for the replacement of office furniture for supervisory and management staff in areas contiguous to the current renovation project.

DISCUSSION

Fire Station No. 1 (also referred to as Headquarters) was constructed as part of the Civic Center complex. The facility was completed for occupancy in 1988 and at the time was considered a state-of-the-art fire facility. In the twenty-one years since, it has been occupied and in use twenty-four hours per day, seven days a week, as the Fire Department maintains a constant staffing of twenty-five fire personnel, seventeen of whom work and reside at Headquarters. This facility arguably has the most consistent

and heaviest utilization of any City building. There has been only very minor renovation work done in this building in its history.

In June 2009, the Fire Station No. 1 Improvements & Remodel project was approved. This renovation project addresses three key initiatives for the Fire Department to: 1) build-out additional second floor area for a new locker and shower room for the administrative personnel that will allow the women's locker room to be returned to its original purpose, 2) renovate the administrative and Fire Prevention office area on the first floor to reflect the long-term needs for the administrative and Fire Prevention staff, and 3) the final phase of the HVAC upgrade, which will address the administration and office areas is included in this project.

As part of the renovation project, Agreement No. 408-09, in the amount of \$46,493.50 was issued to Systems Source, Inc. to purchase and install the workstation and office furniture for the areas within the scope of work.

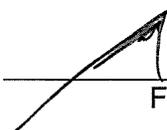
In addition, there are a number of offices and staff workstations in the administrative area on the first floor and second floor that are not being remodeled. In these areas, the existing office furniture is in excess of 20 years old and has reached its end of life cycle. It is staff's recommendation to replace this office furniture and maintain a consistent level of furniture throughout the administrative areas of the Fire Station.

The proposed amendment to the agreement with Systems Source, Inc. in the amount of \$41,009.08 will provide furniture for the following locations:

- Reception/Secretary
- Deputy Fire Marshal office
- Fire Marshal office
- Executive Assistant
- Administrative Chief office
- Operations Chief office
- Fire Staff offices (2)
- Duty Captains office

FISCAL IMPACT

Funding for this purchase and installation has been allocated from the FY 09-10 Capital Improvement Program budget for the Fire Headquarters Maintenance & Improvements Project #0585.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND SYSTEMS SOURCE, INC.
FOR FURNITURE PURCHASE AND INSTALLATION
RELATED TO THE FIRE STATION NO. 1 REMODEL

NAME OF CONTRACTOR: Systems Source, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Rosemarie Correia, Chief Executive Officer

CONTRACTOR'S ADDRESS: 6601 Center Drive West, Suite 650
Los Angeles, CA 90045
Attention: Rosemarie Correia
Chief Executive Officer

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David D. Gustavson
Director of Public Works & Transportation

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: April 28, 2010

CONSIDERATION: Original Agreement: Fee: \$43,993.50;
Contingency for additional work not to exceed \$2,500.00, as more fully described in Exhibit B; Total not to exceed \$46,493.50 (includes all applicable sales tax); and more particularly described in Exhibit B;

Amendment No. 1: Fee: \$40,009.08;
Contingency for additional work not to exceed \$1,000.00, as more fully described in Exhibit B; Total not to exceed \$41,009.08 (includes all applicable sales tax); and more particularly described in Exhibit B

Total not to exceed \$87,502.58

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND SYSTEMS SOURCE, INC.
FOR FURNITURE PURCHASE AND INSTALLATION
RELATED TO THE FIRE STATION NO. 1 REMODEL

THIS AMENDMENT NO. 1 is to the agreement between the City of Beverly Hills (hereinafter called "CITY"), and Systems Source, Inc. (hereinafter called "CONTRACTOR"), dated October 22, 2009 and identified as Contract No. 408-09.

RECITALS

RECITALS

A. CITY entered into a written agreement with CONTRACTOR dated October 22, 2009 for furniture purchase and installation related to the remodel of Fire Station No. 1.

B. CITY desires to increase the scope of services and increase the Consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Exhibit A, "Scope of Work", shall be amended as attached hereto and incorporated herein.

Section 3. Exhibit B, "Rates or Unit Costs", shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the Agreement dated October 22, 2009 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this

Agreement the _____ day of _____ 20 __, at Beverly Hills, California.

CITY:
CITY OF BEVERLY HILLS
A municipal corporation

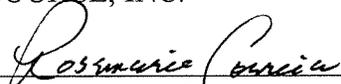
NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

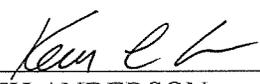
(SEAL)

BYRON POPE
City Clerk

CONTRACTOR: SYSTEMS
SOURCE, INC.

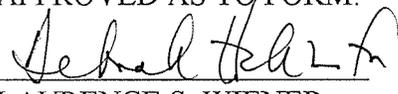


ROSEMARIE CORREIA
Chief Executive Officer



KEITH ANDERSON
Controller

APPROVED AS TO FORM:



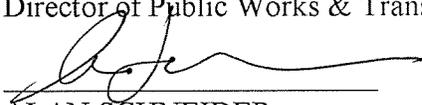
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

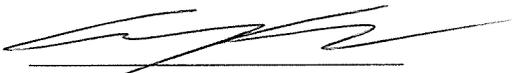
JEFF KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

CONTRACTOR shall provide all materials, necessary equipment, and skilled labor to provide and perform the following scope. CONTRACTOR guarantees that the work shall be performed in accordance to the drawings and specifications prepared by RTK, CITY's architect, and direction provided by CITY. CONTRACTOR shall have at all times management on site familiar with the project and with authority to direct its staff. In addition, CONTRACTOR agrees to comply with all required regulations and safety procedures, and provide its services to CITY's full satisfaction.

ORIGINAL AGREEMENT:

SCOPE OF WORK

Supply all labor, materials and equipment to install furniture in accordance with the CONTRACTOR'S proposal to include: **Fire Station No. 1 administrative offices (Systems Source Proposal #163266, dated 9/30/09) and second floor office.**

First Floor Locations

Assistant #105
Fire Inspector #109
Fire Inspector #110
Fire Inspector #111
Conference Room #116
Office #117
EMS Office #121
EMS Supervisor Office #121A

Second Floor Location

Duty Captain's office

CONTRACTOR to receive, deliver, install and pull existing product required at job site to complete the work.

SCHEDULE OF WORK:

CONTRACTOR shall commence work upon receipt of an executed agreement and a Notice to Proceed from the City and complete work in 60 days from commencement.

WARRANTY:

One (1) year materials and labor

QUALIFICATIONS:

1. Changes to the scope of services and termination:
CITY acknowledges that a Purchase Order issued to CONTRACTOR's manufacturers for product is a valid obligation to CITY whether installed or not. Cancellation may not be allowed in some cases or may be subject to restocking fees of as much as 100% of the furniture purchase price, exclusive of labor and project management costs.
2. Assignment:
Contract cannot be assigned by either party without written permission.

AMENDMENT NO. 1:

SCOPE OF WORK

Supply all labor, materials and equipment to install furniture in accordance with the CONTRACTOR'S proposal to include: **Fire Station No. 1 administrative offices (Systems Source Proposals #167770 & #168077, dated 1/29/10)** at the following locations:

Reception/Secretary #103
Deputy Fire Office #104
Fire Marshal Office #104A
Executive Assistant #106
Administrative Chief Office #119
Operations Chief Office #120
Offices #214 & #216
Duty Captains Office #215

CONTRACTOR to receive, deliver, install and pull existing product required at job site to complete the work.

SCHEDULE OF WORK:

CONTRACTOR shall commence work upon receipt of an executed agreement and a Notice to Proceed from the City and complete work in 60 days from commencement.

WARRANTY:

One (1) year materials and labor

EXHIBIT B

RATES or UNIT COSTS

ORIGINAL AGREEMENT:

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in the original Agreement in an amount not to exceed per the following locations:

First Floor: Thirty Seven Thousand Four Hundred Ninety Three Dollars and Fifty Cents (\$37,493.50).

Second Floor: Six Thousand Five Hundred Dollars and No Cents (\$6,500.00).

Contingency in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) 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 together shall not exceed Forty Six Thousand Four Hundred Ninety Three Dollars and Fifty Cents (\$46,493.50).

AMENDMENT NO. 1:

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Amendment No. 1 in an amount not to exceed Forty Thousand Nine Dollars and Eight Cents (\$40,009.08).

Contingency in an amount not to exceed One Thousand Dollars (\$1,000.00) 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 the Fee and the Contingency together shall not exceed Forty Six Thousand Four Hundred Ninety Three Dollars and Fifty Cents (\$41,009.08).

In no event the total amount of this Amendment and Agreement shall not exceed Eighty Seven Thousand Five Hundred Two Dollars and Fifty-Eight Cents (\$87,502.58).