



AGENDA REPORT

Meeting Date: October 18, 2011
Item Number: H-15
To: Honorable Mayor & City Council
From: Alan Schneider, Director of Project Administration *AS*
Subject: APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FOLLIS DESIGN, AN S CORPORATION, FOR GRAPHIC DESIGN SERVICES RELATED TO THE CIVIC CENTER; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$54,000 TO FOLLIS DESIGN FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 2 to the Agreement with Follis Design for graphic design services related to the Crescent Garage, and approve a Change Purchase Order in the amount of \$54,000 for these services. The total fee for this contract and all Amendments shall not exceed \$108,500.

INTRODUCTION

In March 2011, staff presented to the City Council a signage program to address future needs and longstanding issues at the Civic Center. This included wayfinding signs for both pedestrians and vehicles to both the Civic Center and the new Crescent Garage. The signs that direct pedestrians and the vehicle signs that are mounted on street lights are currently in production for the garage opening in November.

These signs were coordinated with the Annenberg Theater staff who, pleased with the design quality, were anxious to see the same level of design be incorporated into all of the signs within the Crescent garage. The theater is also considering using the same designer and graphics for their project.

DISCUSSION

Inside the Crescent Garage, staff had previously planned to use the standard signage typical of other similar facilities. The desirability of coordinating the signs on the street, in the garage, and possibly with the theater presented an overwhelmingly positive opportunity. Staff has been rushing to achieve this goal before the planned opening of the garage in November.

Between the directional needs of people and cars, and the safety signage required by code, there are at least 30 different sign types to be designed. Many have variations in arrows or in the message, so that the total number of different signs is significantly higher.

In addition to designing the various signs and selecting the type face, colors and materials, the Consultant will oversee their production and their placement.

This Amendment does not include signs other than those associated with the Crescent Garage. Staff intends to present to the City Council other concepts, including monuments and other ideas for signage in the Civic Center, at a future Study Session meeting.

FISCAL IMPACT

Funding for this Amendment and the production of the signs can be accommodated by the funds allocated in the Capital Improvement Program (CIP) budget, project #897, Crescent Garage.



Scott G. Miller
Finance Approval



David D. Gustavson
Approved By

Attachment 1

AMENDMENT NO.2 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND FOLLIS DESIGN, AN S
CORPORATION, FOR GRAPHIC DESIGN SERVICES RELATED
TO THE CIVIC CENTER

NAME OF CONSULTANT: FOLLIS DESIGN

RESPONSIBLE PRINCIPAL OF CONSULTANT: Grant Follis, President

CONSULTANT'S ADDRESS: 927 Weimar Avenue
Altadena, CA 91001

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: June 30, 2012

CONSIDERATION: Original Agreement:
Not to exceed \$7,500.00, including all reimbursable expenses, as described in Exhibit B;
Amendment No.1:
Fee not to exceed \$42,500.
Amendment No. 2
Fee not to exceed \$58,500, including reimbursable expenses set forth in Exhibit B.
Total Original Agreement and Amendments No.1 and No. 2 not to exceed \$108,500.00, including all expenses.

AMENDMENT NO.2 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND FOLLIS DESIGN, AN S
CORPORATION, FOR GRAPHIC DESIGN SERVICES RELATED
TO THE CIVIC CENTER

This Amendment No. 2 is to that Agreement between the City of Beverly Hills, a municipal corporation ("CITY") and Follis Design ("CONSULTANT"), an S corporation, dated October 13, 2010 and identified as Contract No. 452-10, as amended by Amendment No. 1, dated February 14, 2011 and identified as Contract No. 31-11 ("Agreement"), copies of which are on file in the City Clerk's office, for graphic design services related to the Civic Center.

RECITALS

- A. CITY entered into an agreement with CONSULTANT on October 13, 2010 for graphic design services related to the Civic Center.
- B. CITY now desires to modify the Agreement to increase the Consideration for additional services as set forth in the amended scope of work.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Section 16 of the Agreement shall be added to read as follows:

"Section 16. Work Product, Exclusive License, and Modification Rights. All products of art and design work including, without limitation to art works, graphics, layouts, designs, ideas, discoveries or other information developed in whole or in part by CONSULTANT for CITY under this Agreement (the "Works") shall be the exclusive property of CITY. CONSULTANT assigns to CITY all ownership rights, including copyrights, in and to any artworks or designs comprising the Works. CITY may crop, distort, manipulate, reconfigure, mimic, animate, create derivative works or extract portions or in any other manner alter the Works. CITY reserves the right to exclusive, perpetual, and worldwide right and license to use, reproduce and display the Works."

Section 3. All sections of the Agreement after the new Section 16 shall be renumbered.

Section 4. Exhibit A, the Scope of Work, shall be amended as attached hereto and incorporated herein.

Section 5. Exhibit B, Schedule of Payment and Rates, shall be amended as attached hereto and incorporated hereto.

Section 6. Except as amended by Sections 2, 3, 4 and 5 of Amendment No. 1, and as specifically amended by this Amendment 2, the Agreement dated October 13, 2010 and identified as Contract No. 452-10, shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: FOLLIS DESIGN,
an S corporation



GRANT FOLLIS
President, Chief Financial Officer &
Secretary

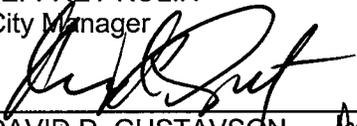
APPROVED AS TO FORM:



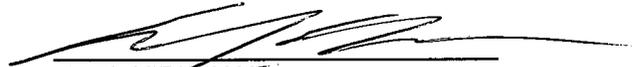
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

ORIGINAL AGREEMENT

CONSULTANT, under the direction of the CITY'S Project Manager, shall provide analysis, planning and schematic design for pedestrian and vehicular way finding at the Civic Center. The services include:

A. Analysis

1. Survey existing and planned project facilities and existing graphics.
2. Review plans of projects under construction and those proposed.
3. Obtain necessary information concerning operating and functional requirements.
4. Review CITY's goals and objectives.

B. Planning and Schematic Design

1. Show preliminary locations for pedestrian and vehicular graphic elements on a Civic Center Plan.
2. Develop concepts for graphic elements which will communicate information effectively.
3. Provide a complete list of graphic elements, including recommended wording.
4. Show appropriate size and shape of all graphic elements.
5. Provide preliminary cost estimates of fabrication.
6. Review sign types, recommended wording and locations of all graphic elements for approval.

Deliverables:

1. Provide two sets of hard copies at appropriate stages of analysis and design for review.
2. Provide four sets of approved plans, signs, and documentation at the completion of the work.

Additional Services:

This Agreement is Part One of four parts required to provide a complete way finding program for the Civic Center. Future phases are Design Development, Construction Design Documents, and Construction Administration.

Schedule

CONSULTANT shall complete the performance of the services required by this Agreement within two months of the date of the Notice to Proceed.

AMENDMENT NO. 1

The signs that have been developed by the CONSULTANT have been organized into sign types according to function and construction. They have been further organized into four scopes. This Amendment covers two scopes, A and B; the remaining two scopes are future services. Any additional services shall require a written amendment executed by both parties.

The graphic design services for each scope shall be performed in four phases, with each phase requiring CITY approval before commencing.

Phase 1 schematic design / analysis, planning

Analysis:

1. Survey existing or planned site conditions, project facilities and existing graphics.
2. Review architect's plans.
3. Obtain necessary information concerning operating and functional requirements for the facility.
4. Review with CITY, code issue requirements.

Planning and Schematic Design:

1. Develop concepts for graphic elements which will communicate information effectively.
2. Provide a complete list of graphic elements which includes recommended wording.
3. Using architect's plans and elevations, show preliminary locations for all graphic elements.
4. Show appropriate size and shape of all graphic elements.
5. Provide preliminary cost estimates of fabrication, if requested.
6. Review sign types, recommended wording and locations of all graphic elements for approval.

Phase 2 design development

Design:

1. Develop designs for all items which were approved in the analysis and planning.
2. Select letter forms, alphabets, etc., for all elements.
3. Select color and materials for all graphic elements.

Presentation:

1. Produce design drawings for presentation as required.
2. Review all designs of signs and graphics with Client.
3. Review final copy with CITY.

Phase 3 construction design documents

Design Drawings and Specifications:

1. Provide detailed design drawings for all signing and graphic elements.
2. Provide design specifications for all materials and colors.
3. Provide location plans and graphic schedules of all graphic elements.

Bidding:

1. Issue request for quotation and bidding documents, if requested.
2. Assist the CITY in bid negotiations, if requested.

Phase 4 construction administration

Inspection of Fabricator's Work:

1. Check shop drawings provided by fabricator.
2. Approve letter patterns, color matching and samples provided by fabricator.
3. Inspect work during fabrication, if requested.
4. Locate signs with fabricator at job site.
5. Inspect installation of signing and graphic elements at the job site.
6. Issue punch list of items to be corrected, repeat as needed.

Scope A

Typical Designs will include: primary parking identification, exterior pedestrian way finding from the parking structure to and from the various destinations including the Library, Police Department, Fire Department and City Hall. The signs covered by this scope are:

Sign Type 04 - Parking Entrance Id - located on Crescent

Sign Type 05 - Parking Clearance - located on Santa Monica South - Review Only
Sign Type 06 - Directory Map - this may be combined with sign type 8
Sign Type 07 - Way finding Wall
Sign Type 08 - Way finding Post - this may be combined with directional and map
Sign Type 11 - Street Way finding to Parking

Scope B

Sign Type 03 - Landmark Pylons (4) - located on Rexford
Sign Type 12 - Police Monument

EXCLUDED FROM AMENDMENT NO. 1

Scope C – Not part of Amendment No. 1 and shown here for reference only

Sign Type 01 - Main Civic Center Id - Rexford & Santa Monica North and South
Sign Type 02 - Civic Center Id - located on the bridge over Rexford
Sign Type 09 - Building Entrance Id

Schedule

CONSULTANT shall provide a schedule that will include fabrication and installation by others, that will culminate with the signs in place by August 15, 2011. This date is related to the completion of the crescent Garage. In the event any portion of the services falls behind schedule the following services shall be accelerated.

AMENDMENT NO. 2

CONSULTANT shall perform the following design services, previously described as scope D, for the Crescent Garage, under the direction of the CITY's Project Manager:

The signs that shall be designed include but are not limited to, the following types:

Sign type 01	Parking entrance monument
Sign type 02	Parking entrance structure
Sign type 03	Crescent Drive parking entrance
Sign type 04	Interior clearance bar
Sign type 05	Overhead directional - vehicular
Sign type 07	Wall graphics – floor level colors, pedestrian directional
Sign type 08	Column graphics – floor level colors, pedestrian directional
Sign type 09	Accessible parking
Sign type 10	Overhead stop
Sign type 11	Pay reminder
Sign type 12	Pay station
Sign type 13	Vehicle charging station
Sign type 14	Escalator will reverse – reserved for phase 2
Sign type 15	No pedestrians on ramp
Sign type 16	Parking regulations & prop 65
Sign type 17	Parking rate
Sign type 18	Elevator interior information – reserved for phase 2
Sign type 19	Over height vehicles
Sign type 20	Building entry - accessible
Sign type 21	Building identification pavilion entry
Sign type 22	Room identification
Sign type 23	Exit / exit route
Sign type 24	Not used
Sign type 25	Evacuation at elevator

Sign type 26	Evacuation at exit / exit stairs
Sign type 27	Evacuation - refuge at exit / exit stairs
Sign type 28	Floor level – ADA
Sign type 29	Stair level – (Fire Dept)
Sign type 30	Area of refuge
Sign type 31	Exterior door identification

The design shall proceed in four phases:

Crescent Garage Phase 1 Schematic Design / Analysis, Planning

A. Analysis:

1. Survey existing or planned site conditions, project facilities and existing graphics.
2. Review architect's plans.
3. Obtain necessary information concerning facility operating and functional requirements.
4. Review with CITY, code issue requirements.

B. Planning and Schematic Design:

1. Develop concepts for graphic elements which will communicate information effectively.
2. Provide a complete list of graphic elements which includes recommended wording.
3. Using architect's plans and elevations, show preliminary locations for all graphic elements.
4. Show appropriate size and shape of all graphic elements.
5. Provide preliminary cost estimates of fabrication, if requested.
6. Review sign types, recommended wording and locations of all graphic elements for approval.

Crescent Garage Phase 2 Design Development

A. Design:

1. Develop designs for all items which were approved in the analysis and planning.
2. Select letter forms, alphabets, etc., for all elements.
3. Select color and materials for all graphic elements.

B. Presentation:

1. Produce design drawings for presentation as required.
2. Review all designs of signs and graphics with CITY.
3. Review final copy with CITY.

Crescent Garage Phase 3 Construction Design Documents

A. Design Drawings and Specifications:

1. Provide detailed design drawings for all signing and graphic elements.
2. Provide design specifications for all materials and colors.
3. Provide location plans and graphic schedules of all graphic elements.

B. Bidding:

1. Issue request for quotation and bidding documents, if requested by CITY.
2. Assist in bid negotiations, if requested by CITY.

Crescent Garage Phase 4 Construction Administration

A. Inspection of Fabricator's Work:

1. Check shop drawings provided by Fabricator.
2. Approve letter patterns, color matching and samples provided by fabricator.

3. Inspect work during fabrication, if requested by CITY.
4. Locate signs with fabricator at job site.
5. Inspect installation of signing and graphic elements at the job site.
6. Issue punch list of items to be corrected, repeat as needed.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT

CITY agrees to compensate CONSULTANT on a time and material basis, based on the hourly rates below, for the work described in Exhibit A. CONSULTANT has reviewed the work scope and confirms that the services can be performed at or below the Maximum Fee of Seven Thousand Five Hundred Dollars (\$7,500.00), including expenses.

The hourly rates shall not exceed:

Principal.....\$150

Senior Designer.....\$125

Expenses shall be billed at cost.

CONSULTANT shall submit an itemized statement to CITY on a CITY approved form for its services performed monthly, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT within forty-five (45) days of receipt of same provided services were satisfactorily rendered.

AMENDMENT NO. 1

The fee for each scope and each phase shall be on an hourly basis with a not to exceed amount as shown below:

Scope A

Phase 1 Analysis, Planning / Schematic Design	Completed
Phase 2 Design Development and Presentation	\$13,750.00
Phase 3 Design Documents	\$13,750.00
Phase 4 Inspect Fabricator's Work	<u>\$6,250.00</u>
Total for Scope A	\$33,750.00

Scope B

Phase 1 Analysis, Planning / Schematic Design	Completed
Phase 2 Design Development and Presentation	\$3,750.00
Phase 3 Design Documents	\$3,750.00
Phase 4 Inspect Fabricator's Work	<u>\$1,250.00</u>
Total for Scope B	\$8,750.00

Reimbursable expenses directly connected with the execution of this work will be billed at cost, and shall not to exceed \$1,000.00

Contingency is for unforeseen conditions and shall not be expended without the specific approval of the CITY \$6,500.00

Amendment No. 2

The fee for each phase of this Amendment shall be on an hourly basis with a not to exceed amount shown below:

Phase 1 Analysis, Planning	\$ 12,000.00
Phase 2 Design Development	\$ 16,500.00
Phase 3 Design Documents	\$ 18,000.00
Phase 4 Construction Administration	<u>\$ 12,000.00</u>
Total Design Fees	\$ 58,500.00

Reimbursable expenses are included in the hourly rates.

The total of all fees and reimbursable expenses for the base contract and Amendments No. 1 and Amendment No. 2 shall not exceed \$108,500.