



AGENDA REPORT

Meeting Date: May 5, 2015
Item Number: D-9
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 CITY'S PARKING GARAGES; AND
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$38,000 TO FOLLIS DESIGN, AN S CORPORATION FOR THE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 2 to the Agreement between the City of Beverly Hills and Follis Design for graphic design services related to the capital maintenance and improvements for the City's parking facilities, and approve a Change Purchase Order in the amount of \$38,000 for the services. The total amount of the agreement and amendments is \$86,500.

INTRODUCTION

Capital Improvement Program (CIP) project #0786 for fiscal year 2014-15 addresses capital maintenance and improvements for the City's parking facilities geared toward improving operations and/or revenue. This amendment to the agreement with Follis Design provides for the necessary graphic design services for garage identification and wayfinding signage in conjunction with these improvements at the various parking garages.

DISCUSSION

The City entered into an agreement with Follis Design in September 2013, under the signature authority of the City Manager to initiate the signage and graphic design process for the program. The garage at 9510 Brighton Way was the first to receive new

Meeting Date: May 5, 2015

signage and graphics, completed in January 2014. In addition, large sized images of iconic Beverly Hills photos were mounted to the elevator lobbies, in part to celebrate the City's Centennial.

New interior and exterior signage at 216 S. Beverly garage was completed in September 2014.

With the recent award of the painting contract for the garages at 440 N. Camden Drive and 461 N. Bedford Drive, new signage and graphics are planned for these facilities, as well, followed by 345 N. Beverly parking garage and 438 N. Beverly/439 N. Canon parking & commercial facility.

The consultant fees under the original agreement for \$25,000 and Amendment No. 1 (also approved under the signature authority of the City Manager) for \$23,500 provided graphic design services for the garages at 9510 Brighton Way garage, 216 S. Beverly Drive, 440 N. Camden Drive and 461 N. Bedford Drive.

The scope of services for Amendment No. 2 continues the signage program at other City garages providing graphic design services performed in three phases, with planning and preparation of base plan, design development, and preparation of plans and specifications for bidding and construction. Also included are construction administration services including inspection of fabricator's work, review of shop drawings, and inspection of installation and punch list of items to be corrected.

FISCAL IMPACT

The fee proposal for the above services under Amendment No. 2 is \$38,000. The total of the original agreement and amendments is \$86,500.

Funding for these services has been budgeted from the fiscal year 2014-15 Capital Improvement Program budget for Parking Program Upgrades and Improvements, project #0786.

David Lightner 
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 CITY'S PARKING GARAGES

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: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: June 30, 2016

CONSIDERATION: Original Agreement:
Not to exceed \$23,500.00, including all reimbursable expenses, as described in Exhibit B;

Contingency for additional work not to exceed \$1,500.00, as more fully described in Exhibit B;

Amendment No. 1:
Not to exceed \$23,500.00, including all reimbursable expenses, as described in Exhibit B;

Amendment No. 2:
Not to exceed \$35,000.00, including all reimbursable expenses, as described in Exhibit B;

Contingency for additional work not to exceed \$3,000.00, as more fully described in Exhibit B;

Total amount of this contract not to exceed \$86,500.00

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 CITY'S PARKING GARAGES

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 September 26, 2013 and identified as Contract No. 382-13, and Amendment No. 1 dated June 2, 2014 and identified as Contract No. 245-14, copies of which are on file in the City Clerk's office, for graphic design services related to the City's parking garages.

RECITALS

A. CITY entered into an agreement with CONSULTANT for graphic design services related to the City's parking garages.

B. CITY now desires to modify the Agreement to amend the termination date and 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 Termination Date shall be amended as set forth on the cover sheet above.

Section 2. The Consideration shall be modified as set forth on the cover sheet above.

Section 3. Exhibit A, the Scope of Work, shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, Schedule of Payment and Rates, shall be amended as attached hereto and incorporated hereto.

Section 5. Except as amended by Amendment No. 2, Amendment No. 1 and the Agreement dated September 26, 2013 and identified as Contract No. 382-13, shall remain in full force and effect.

EXECUTED the _____ day of May 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

FOLLIS DESIGN, an S corporation



GRANT FOLLIS
President, Chief Financial Officer &
Secretary

APPROVED AS TO FORM:

fw 

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
Interim City Manager

AT 

DAVID LIGHTNER
Deputy City Manager/Director of Capital
Assets



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 signage at the City's Parking Garages. The services shall address a prototypical facility in developing an overall signage and graphics concept that could expand to other City garages. The services include:

The graphic design services for each scope shall be performed in three 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.

Schedule

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

Future phase shall include construction administration services including inspection of fabricator's work, review shop drawings, inspection of installation and punch list of items to be corrected.

Amendment No. 1:

CONSULTANT's overall signage and graphics concept for City garages, completed under the original agreement scope of services shall be applied to other garage facilities at the direction of the CITY'S Project Manager. Garage sites may include:

- 216 S. Beverly parking garage
- 461 N. Bedford parking garage
- 345 N. Beverly parking garage
- 438 N. Beverly/439 N. Canon
- 440 N. Camden parking garage

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

Schedule

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

Amendment No. 2:

CONSULTANT's overall signage and graphics concept for City garages, completed under the original agreement and Amendment No. 1 shall be applied to other garage facilities at the direction of the CITY'S Project Manager.

The graphic design services shall be performed in three phases, with each phase requiring CITY approval before commencing:

- Phase 1: Analysis, planning, redraw base plan
- Phase 2: Design development
- Phase 3: Design documents

Following the design services CONSULTANT shall provide the following:

- Construction administration
- Evacuation plan digital art

Schedule

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

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Original Agreement:

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500.00).

The fee for each scope and each phase with a not to exceed amount as shown below:

| | |
|---|-------------------|
| Phase 1 Analysis, Planning / Schematic Design | \$4,500.00 |
| Phase 2 Design Development and Presentation | \$9,000.00 |
| Phase 3 Design Documents | <u>\$9,000.00</u> |
| Total: | \$22,500.00 |

Reimbursable Expenses & Additional Services

Reimbursable expenses, engineering, models, prototypes, mock-ups, digital files or illustrative renderings are not included in this proposal. A budget not to exceed One Thousand Dollars (\$1,000.00) shall cover such reimbursable expenses.

The Contingency in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) 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.

Amendment No. 1:

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Amendment No. 1 in the not-to-exceed amount of Twenty Three Thousand Five Hundred Dollars (\$23,500.00).

Amendment No. 2:

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Amendment No. 2 in the not-to-exceed amount of Thirty Five Thousand Dollars (\$35,000.00).

The Contingency in an amount not to exceed Three Thousand Dollars (\$3,000.00) 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 shall the Fee and the Contingency exceed Eighty Six Thousand Five Hundred Dollars (\$86,500.00).

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 thirty (30) days of receipt of same provided services were satisfactorily rendered.