



AGENDA REPORT

Meeting Date: June 30, 2015
Item Number: E-17
To: Honorable Mayor & City Council
From: Donielle Kahikina, Deputy Director of Public Works Services, Operational Support 
Michelle Tse, Senior Management Analyst *MST*
Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G3LA, LLC DBA G3, GREEN GARDENS GROUP FOR OUTDOOR WATER CONSERVATION PROGRAM SUPPORT; AND

APPROVAL OF A CHANGE PURCHASE ORDER FOR \$16,875 FOR A TOTAL NOT-TO-EXCEED PURCHASE ORDER OF \$57,125

Attachments: 1. Amendment No. 1

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to G3LA, LLC DBA G3, Green Gardens Group for outdoor water conservation program support; and approval of a Change Purchase Order for \$16,875 for a total not-to-exceed purchase order amount of \$57,125.

INTRODUCTION

The Public Works Conservation Subcommittee and staff have been in discussions with Green Gardens Group ("G3") to develop programs and resources for the community to assist with outdoor water conservation efforts, including the one-on-one landscape coaching program that was recently approved by the City Council during its June 8, 2015 meeting. Additionally, G3 has also worked on developing a draft garden handbook which identifies drought tolerant plant options; the draft handbook concept was agendaized as an informational item to the City Council during its June 30, 2015 Study Session.

DISCUSSION

An agreement in the amount of \$40,250 was initially executed under the City Manager's authority to develop the draft garden handbook framework and also pre-development for the one-on-one landscape coaching program. The attached Amendment No. 1 will increase the Agreement amount to cover costs to implement the landscape coaching program, which consists of a 90-minute on-site landscape consultation to evaluate their

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yard and recommend landscape ideas to promote water conservation. The Agreement will also have funds earmarked for any additional City on-call professional services.

FISCAL IMPACT

The recently approved FY15-16 budget includes a Capital Improvement Program ("CIP") with \$348,550 earmarked for various conservation programs.



Approved By
George Chavez

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND G3LA, LLC DBA G3, GREEN GARDENS GROUP
FOR OUTDOOR WATER CONSERVATION PROGRAM SUPPORT

NAME OF CONTRACTOR: G3LA, LLC, DBA G3, Green Gardens Group

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Pamela Berstler, Managing Member

CONTRACTOR'S ADDRESS: 149 S. Barrington Ave. Suite # 758
Los Angeles, CA 90049
Attention: Pamela Berstler, Managing Member

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Michelle Tse, Senior Management Analyst

COMMENCEMENT DATE: June 1, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: Original Agreement: Total not to exceed \$35,000.00, as more particularly described in Exhibit A;

Contingency for additional work not to exceed \$5,250.00, as more particularly described in Exhibit B;

Total fee not to exceed \$40,250.00

Amendment No. 1: Not to exceed \$16,875.00, as more particularly described in Exhibit A;

Original Agreement and Amendment: Total not to exceed \$57,125.00.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G3LA, LLC DBA G3, GREEN GARDENS GROUP FOR OUTDOOR WATER CONSERVATION PROGRAM SUPPORT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and G3LA, LLC, dba G3, Green Gardens Group (hereinafter called "CONTRACTOR") dated June 23, 2015 and identified as Contract No. 264-15. ("Agreement").

RECITALS

A. CITY entered into a written agreement with CONTRACTOR to have certain services and/or goods provided as set forth in Exhibit A of the Agreement.

B. CITY desires to amend the Agreement to provide for additional services and to compensate CONTRACTOR for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The "CONSIDERATION" shall be amended as set forth above on the cover page.

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

Section 3. Exhibit B, "Schedule of Payment and Rates," shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, 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

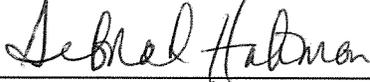
(SEAL)

CONTRACTOR: G3LA, LLC, DBA G3, GREEN
GARDENS GROUP

P. Berstler 6/23/15
PAMELA BERSTLER
Managing Member

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

Original Agreement:

Phase 1

Task 1.0 – Development of Beverly Hills Garden Guidelines Handbook - \$20,000.00

Task 1.1 – Guidelines Table of Contents Approval

Modeled on LA County Drought Tolerant Handbook (DTH) adapted to reflect Beverly Hills' standards for watershed wise gardens. Additional topics to be determined in meeting with staff. All content to be based on pre-existing DTH standards. Creation of new standards and guidelines not included in this scope of work.

Task 1.2 – Develop Graphic Elements and Layout of Handbook

Graphic elements of the handbook will include cover art/design, general handbook layout, sample landscape plan, how-to photos, articles and schematics.

Task 1.3 – Submit Preliminary Draft Handbook

Preliminary Draft submitted no later than June 15, 2015. The preliminary draft will contain both text and graphic elements.

Task 2.0 – One-on-one Conservation Coaching Pilot Program (Program establishment) – Program establishment not to exceed \$10,000.00

- a) Create a Beverly Hills branded information intake page on the Garden Gurus website linked to BH2O or other CITY website designated by Beverly Hills.
- b) Designate a Grand Guru to coordinate all correspondence, scheduling, deployment of gurus, and confirmations with clients for Beverly Hills program.
- c) Create Paypal payment system for \$50.00 resident co-pay.
- d) Consult with CITY to approve an evaluation and recommendation sheet for use during guru visits.

CITY is responsible to develop a list of zip codes, addresses or other identifying information for tracking and limiting participation in CITY's program.

Task 3.0 – On-call professional services

CONSULTANT shall provide on-call professional services as designated by appropriate CITY staff according to hourly rates more particularly described in Exhibit B.

Phase 2 (not included in this Agreement)

Scope of work for Phase 2, a continuation of work started under Phase 1, to be contracted under a separate written amendment upon successful completion of Phase 1.

This shall include:

Task 1.4 – Submit Revision of Draft Handbook

Task 1.5 – Submit Final Handbook

Task 1.6 – General Project Management and Reporting

Task 2.0 – One-on-one Conservation Coaching Pilot Program - 125 total visits

Amendment No. 1:

Phase 2

Task 2.0 – One-on-one Conservation Coaching Pilot Program - 125 total visits @ \$175.00 each

- a) Provide bi-weekly invoicing for all appointments completed and documented in previous two weeks @ \$175.00/visit.
- b) Randomly sample participants via surveys and follow-up phone calls to assess the efficacy of the pilot program.
- c) Provide final Report to CITY staff about the pilot program by July 31, 2015.
- d) Deploy for each visit, a CONTRACTOR Associate who has passed CONTRACTOR's Watershed Wise Landscape Professional training.
 - a. Each visit is 90 minutes + 30 minutes of travel time.
 - b. Each visit is \$50.00 paid by participant + \$175.00 paid by CITY for a total price of \$225.00/visit.
- e) Provide each resident a personalized evaluation and recommendations that will result in outdoor water conservation efforts:
 - a. Evaluate irrigation and provide recommendations for conservation
 - b. Coach on capturing rain water and creating a soil sponge
 - c. Recommend appropriate plantings
 - d. Provide guidance on rebates
 - e. Review new ordinance requirements

Task 3.0 – On-call professional services

CONTRACTOR shall provide on-call professional services as designated by appropriate CITY staff according to hourly rates more particularly described in Exhibit B.

CONSULTANT shall not perform additional landscape architect and/or landscape construction services for CITY residents it consults with under the CITY's Conservation Coaching Pilot Program.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed the following, according to the tasks below, as more particularly described in Exhibit A.

(Task 1.0 Development of Beverly Hills Garden Guidelines Handbook, \$20,000.00)

Task 2.0

One-on-one Conservation Coaching Pilot Program \$21,875.00, to be billed at the hourly rate

Task 3.0

On-call Professional Services \$10,000.00, to be billed at the hourly rate

Hourly rates designated for Tasks 2.0 and 3.0 shall adhere to the rates listed in the table below. CONTRACTOR shall assign appropriate staff at the corresponding hourly rate for the completion of each task.

Title	Name	Hourly rate
Managing Member	Pamela Berstler	\$185.00
Landscape Architect	Tom Rau John Tikotsky Gabrielle Fladd	\$185.00
Project Coordinator	Marianne Simon	\$150.00
G3 Associate	Stephanie Bartron	\$100.00
Creative Director	Alex Stevens	\$100.00
Layout/Graphic Arts		\$ 75.00
Administrative/CAD/Drafting		\$ 45.00

In the event CITY requests Additional Services for services outside the scope set forth in Exhibit A, the fee shall be negotiated in advance and set forth in writing, but shall not exceed Five Thousand Two Hundred and Fifty Dollars (\$5,250.00).

Total fee under this Agreement shall not exceed Fifty Seven Thousand One Hundred Twenty Five Dollars (\$57,125.00).

CONTRACTOR shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of services, if appropriate. CITY shall pay CONTRACTOR the amount of such billing within thirty (30 days) of receipt of same.