



## AGENDA REPORT

**Meeting Date:** June 3, 2008  
**Item Number:** F-16  
**To:** Honorable Mayor & City Council  
**From:** GEORGE CHAVEZ, BUILDING OFFICIAL  
**Subject:** AMENDMENT NO. 2 TO AN AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND RBF CONSULTING FOR PLANNING AND TECHNICAL CONSULTING SERVICES FOR THE 231 NORTH BEVERLY DRIVE PROJECT; AND APPROVAL OF A PURCHASE ORDER IN THE AMOUNT NOT-TO-EXCEED \$151,670.

**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council adopt the resolution approving a \$151,670 amendment to the agreement between the City of Beverly Hills and RBF Consulting for planning and technical services and approval of a purchase order in the amount not-to-exceed \$151,670 for the contracted services.

### INTRODUCTION

The Community Development Department entered into an agreement with RBF Consulting Group for planning and technological services on August 1, 2006 for the William Morris/Comfort Development project located at 231 North Beverly Drive. Staff recommends that an amendment be made to this agreement to include services to enable RBF Consulting to guide the project through its start-up and compliance with the Environmental Impact Report and conditions of approval. RBF Consulting's services will include coordination with the project's permit issuance and compliance with the City and EIR requirements.

**DISCUSSION**

Staff is requesting that the existing cost of the contract (\$402,980) be increased by \$151,670 in order to cover the cost of consultant services. The new total cost of the contract will be \$554,650. Staff is also requesting that City Council authorize the issuance of a purchase order in the amount of \$151,670.

**FISCAL IMPACT**

The cost to perform the consultant services by RBF Consulting will be covered by developer of the 231 North Beverly Drive project creating no fiscal impact to the City.

  
\_\_\_\_\_  
SCOTT MILLER  
Finance Approval

\_\_\_\_\_  
GEORGE CHAVEZ   
Approved By

AMENDMENT NO. 2 TO AN AGREEMENT BY AND  
BETWEEN THE CITY OF BEVERLY HILLS AND RBF  
CONSULTING FOR PLANNING AND TECHNICAL  
CONSULTING SERVICES FOR THE 231 NORTH BEVERLY  
DRIVE PROJECT

NAME OF CONSULTANT:	RBF Consulting
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Ken Bell, Vice President
CONSULTANT'S ADDRESS:	14725 Alton Parkway Irvine, California 92618-2027
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, California 90210 Attention: Vincent Bertoni, AICP, Acting Director of Community Development
COMMENCEMENT DATE:	Upon receipt of a Notice to Proceed
TERMINATION DATE:	December 31, 2008, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$526,650 for professional fees based on the rates set forth in Exhibit Exhibit B-1 and not to exceed \$28,000 for reimbursable expenses described in Exhibit A;  Total Not To Exceed \$554,650

AMENDMENT NO. 2 TO AN AGREEMENT BY AND  
BETWEEN THE CITY OF BEVERLY HILLS AND RBF  
CONSULTING FOR PLANNING AND TECHNICAL  
CONSULTING SERVICES FOR THE 231 NORTH BEVERLY  
DRIVE PROJECT

This Amendment No. 2 is to that certain Agreement, dated August 1, 2006 and identified as Contract No. 280-06, as amended by Amendment No. 1 dated May 7, 2007 and identified as Contract No. 162-07 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and RBF Consulting, a California corporation ("CONSULTANT"), for planning and technical consulting services for the 231 North Beverly Drive project.

RECITALS

A. CITY entered into a written Agreement, dated August 1, 2006, for planning and technical consulting services for the project at 231 North Beverly Drive, Beverly Hills.

B. CITY desires to extend the Term of the Agreement and increase the Consideration of the Agreement for additional services due to the extension of the Term.

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

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. The Scope of Services shall be amended to add Attachment 2 to Exhibit A, attached hereto and incorporated herein.

Section 4. Except as expressly modified by this Amendment and Section 3 of Amendment No. 1, all of the provisions of the Agreement dated August 1, 2006 shall remain in full force and effect.

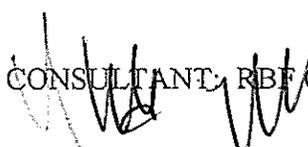
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California. above stated.

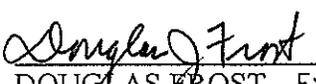
CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

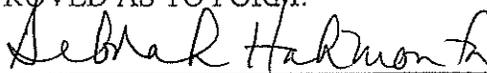
ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

\_\_\_\_\_  
CONSULTANT: RBF CONSULTING  
  
\_\_\_\_\_  
KEN BELL  
Vice President

  
\_\_\_\_\_  
DOUGLAS FROST, Executive VP &  
Chief Financial Officer

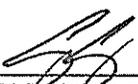
APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Signatures continue]

 For VB.  
\_\_\_\_\_  
VINCENT BERTONI, AICP  
Director of Community Development

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

ATTACHMENT 2 TO EXHIBIT A  
CONSULTANT'S PROPOSAL/SCOPE OF SERVICES

ATTACHMENT 2 TO EXHIBIT A



January 14, 2008

Mr. Vince Bertoni  
Director of Community Development,  
City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, CA 92010

Subject: Project Director and Contract Planner services for the William Morris/Comfort  
Development Project- 231 North Beverly Drive

Dear Vince:

I would like to offer this addendum to our previous proposal to provide the subject service, as the effort has been extended in duration.

1. We have been asked by the Development Team and City Staff to continue to shepherd the project through issuance of permits to commence demolition and construction and to coordinate compliance with the requirements of the EIR and other City requirements.
2. Margit Allen and I will continue to spend (each of us) an average of 12 hours per week on project related activities such as meeting with the applicant's technical team and City staff. These efforts will be rather intense if the current schedule is to be maintained.
3. I realize that there is unused budget from the current Beverly Hills purchase order for this work. I understand that that this purchase order expires on December 31, 2007. I would suggest that this new purchase order supersede the currently in place one after our February 2008 invoice is submitted. I would suggest that the period for this contract be from March 1, 2008 until September 30, 2008.

Accordingly, I would propose a total budget of \$143,670 for professional services, which consist of \$78,200 for my work effort and expertise and \$ 65,470 for the work effort and expertise of Margit Allen. My billing rate is \$215 per hour and Margit's is \$180 per hour. Reimbursable expenses will be billed on an actual cost multiplied by 1.10, with an accounting of what was spent submitted with each invoice. I would estimate a reimbursable budget of \$8,000.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. H. Bell', written over a horizontal line.

K. H. Bell P.E.

Vice President

Director of Public Works

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ Fax 949.472.8373

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

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