



## AGENDA REPORT

**Meeting Date:** February 17, 2009  
**Item Number:** F-21  
**To:** Honorable Mayor & City Council  
**From:** Ara Maloyan, Deputy City Engineer  
**Subject:** APPROPRIATION OF FUNDS IN THE AMOUNT OF \$25,000 FOR FINAL SUBDIVISION MAP REVIEW SERVICES ON AN ON-CALL BASIS & SUBSEQUENT APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RKA CONSULTING GROUP UTILIZING THESE FUNDS.  
**Attachments:** 1. Agreement

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### RECOMMENDATION

Staff recommends that the City Council move to: 1) Approve appropriation of funds in the amount of \$25,000 for final subdivision map review services on an on-call basis, and 2) Approve an agreement between the City of Beverly Hills and RKA Consulting Group utilizing these funds.

<u>FROM</u>		<u>TO</u>	
\$25,000.00	General Fund-Fund Balance (01-30000)	\$25,000.00	General Funds-Private Development Project Services-Ongoing Contractual Services (0105104-73122)

### INTRODUCTION

This report is a request for City Council to 1) Approve appropriation of funds in the amount of \$25,000 for final subdivision map review services on an on-call basis, and 2) Approve an agreement between the City of Beverly Hills and RKA Consulting Group utilizing these funds. The agreement authorizes RKA to certify: a) compliance with various provisions of the State of California Subdivision Map Act, and (b) to the technical accuracy of subdivision maps on behalf of the city.

## **DISCUSSION**

The California Subdivision Map Act requires the City to have either a civil engineer licensed before 1982 or a licensed land surveyor certify that final maps and parcel maps for new developments, apartment to condominium conversions, and all/other survey maps and documents are technically correct. The individual who certifies these maps must be authorized to practice land surveying pursuant to the Professional Land Surveyors Act (PLSA). Since no one on City staff is a Licensed Land Surveyor, this necessitates the use of an on-call contract City Engineer who is licensed pursuant to the PLSA. Since 1988 the City has been (and is currently) using the County Engineer of Los Angeles County to provide these subdivision map checking services.

The current agreement with the County to provide these subdivision map checking services was originally approved on June 7, 1988, with an effective start date of July 1, 1988, and a termination date of June 30, 1989, with an option for one-year automatic annual renewal every July 1<sup>st</sup> unless the City notifies the County 30 days prior to the expiration of any fiscal year that the City desires to terminate this agreement. All costs associated with examination of subdivision maps by the County Engineer under the terms of this agreement are paid by the individual subdividers/developers directly to the County upon submission of their final map.

Due to the backlog that the County continually experiences for subdivision map checking, there has been typically a one to two month delay in performing these map check services for the City. Consequently, the City has not been able to serve its customers in a timely manner.

Staff believes that it would greatly benefit the City if another local surveyor be retained by the City on an on-call basis to perform these subdivision map checking services in lieu of the County. Consequently, in June 2008, staff requested qualified Civil Engineering/Land Surveying consultants to submit their statement of qualifications (SOQ) pertaining to subdivision map checking services. In September 2008, the city received SOQs from Rick Engineering Company and RKA Consulting Group. After a thorough review of the SOQ and calling references for these two companies, staff concluded that RKA Consulting Group is the best qualified firm to perform subdivision map checking services on behalf of the City of Beverly Hills. Consequently, staff interviewed RKA Consulting Group on December 15, 2008, and concurred in their selection of this firm to perform the on-call subdivision map checking services.

Consequently, staff is recommending that City Council approve an agreement with RKA Consulting Group for these services in the not-to-exceed amount of \$25,000 per fiscal year commencing on February 18, 2009 and terminating on February 17, 2010. The agreement shall continue on a year to year basis, unless terminated by either party upon 5 days written notice.

**FISCAL IMPACT**

The proposed on-call City Engineer subdivision map checking services agreement will be in a not-to-exceed amount of \$25,000 per fiscal year for fiscal year 2008/2009. All of these costs will be paid for by individual subdividers/developers submitting the maps. The City will first collect the fees (based on our 2008/2009 fee book) from the developers before the map check is started. Staff will then submit the map to RKA Consulting Group to start the map checking process and will be ultimately paid from the money deposited by the developer.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David Gustavson  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RKA CONSULTING GROUP FOR FINAL SUBDIVISION  
MAP REVIEW SERVICES

NAME OF CONSULTANT: RKA Consulting Group

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: David G. Gilbertson, Vice President

CONSULTANT'S ADDRESS: 398 Lemon Creek Drive, Suite E  
Walnut, California 91789

CITY'S ADDRESS: City of Beverly Hills  
345 N. Foothill Road  
Beverly Hills, CA 90210  
Attention: Samer Elayyan

COMMENCEMENT DATE: February 18, 2009

TERMINATION DATE: February 17, 2010, unless extended pursuant  
to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$25,000 per year, based on  
the rates set forth in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RKA CONSULTING GROUP FOR FINAL SUBDIVISION  
MAP REVIEW SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and RKA Consulting Group, (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit A. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the

effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, at Beverly Hills, California.

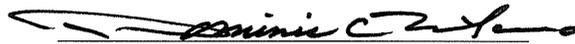
CITY OF BEVERLY HILLS  
A Municipal Corporation

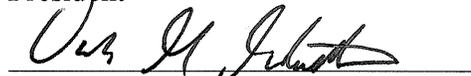
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: RKA CONSULTING GROUP

  
\_\_\_\_\_  
DOMINIC C. MILANA  
President

  
\_\_\_\_\_  
DAVID G. GILBERTSON  
Vice President/Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

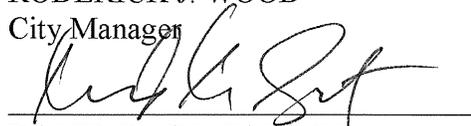
APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager  
  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation  
  
  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services:

*Map Analysis includes review of Final map or Parcel map for:*

- *Conformance with the Tentative Map or Tentative Parcel Map;*
- *Conformance with the Project Conditions;*
- *Conformance with the Preliminary Subdivision Report;*
- *Conformance with City of Beverly Hills and County of Los Angeles Standard Formatting and Certificates;*
- *Conformance with the Subdivision Map Act and Local Ordinances; and*
- *Technical Correctness.*

Map Analysis for Parcel Maps (4 or fewer parcels)

First through Third Submittal	\$2,000.00
Fourth and Fifth Submittal	\$1,000.00
Sixth and Seventh Submittal	\$1,000.00
Eighth and each Subsequent Submittals	\$500.00

Map Analysis for Tract Maps (4 or fewer lots)

First through Third Submittal*	\$2,000.00
Fourth and Fifth Submittal	\$1,000.00
Sixth and Seventh Submittal	\$1,000.00
Eighth and each Subsequent Submittals	\$500.00

\* Add \$125 per additional lot above 4 lots per map.

Condominium Air Space Review (per unit)\*\* \$500.00

\*\* Air Space Review includes a cursory (non-technical) review to ensure general conformance with the site and architectural plan.

*Monumentation Inspection includes the following:*

- *Site Visit to visually confirm the monuments as set appear to be in the locations shown on the Final Map or Parcel Map; and*
- *Submission of a correction notice or a letter of satisfaction of the monumentation requirement to the applicant with a copy to the City.*
- *It is the Surveyor of Records responsibility to ensure the proper location of the monuments that are set.*
- *The fees for Monumentation Inspection are assessed per required inspection.*

Monumentation Inspections (each inspection) \$380.00

***Surveying Document Analysis includes review of Easements, Lot Line Adjustments, and Lot Consolidations for:***

- ***Conformance with the Project Conditions;***
- ***Conformance with City of Beverly Hills and County of Los Angeles Standard Formatting and Certificates;***
- ***Conformance with the Subdivision Map Act and Local Ordinances; and***
- ***Technical Correctness.***

Easements

First through Third Submittal	\$500.00
Fourth and Fifth Submittal	\$250.00
Sixth and Seventh Submittal	\$250.00
Eighth and each Subsequent Submittals	\$125.00

Lot Line Adjustments and Lot Consolidations (4 or fewer lots)

First through Third Submittal	\$1,500.00
Fourth and Fifth Submittal	\$250.00
Sixth and Seventh Submittal	\$250.00
Eighth and each Subsequent Submittals	\$125.00

\* Add \$250 per additional lot above 4 lots per Lot Consolidation.

***Street right-of-way vacation review includes the following:***

- ***Conformance with the Project Conditions;***
- ***Conformance with City of Beverly Hills and County of Los Angeles Standard Formatting and Certificates;***
- ***Conformance with the Subdivision Map Act and Local Ordinances; and***
- ***Technical Correctness.***

Fee to be determined upon review of plan check requirements and based upon established plan check fees.

## EXHIBIT B

### Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the previous month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_



## DESCRIPTIONS (Continued from Page 1)

Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage.

Waiver of Subrogation included in Work Comp coverage.

This certificate supersedes the certificate issued on 1/7/09.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80965628

Issued to: RKA Consulting Group

By: American Automobile Ins.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

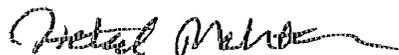
**Schedule**

**Person or Organization**

**Job Description**

City of Beverly Hills  
Attn: Samer Elayyan, P.E.  
455 N. Rexford Drive  
Beverly Hills, CA 90210

Re: As-Needed Professional Map Plan  
Checking. The City of Beverly Hills,  
City Council and each member thereof and  
every officer and employee of the city



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/20/2009	
Named Insured RKA Consulting Group	

### SCHEDULE

**Name of Person(s) or Organization(s):**

City of Beverly Hills  
 Attn: Samer Elayyan, P.E.  
 455 N. Rexford Drive  
 Beverly Hills, CA 90210

The City of Beverly Hills, City  
 Council and each member thereof and  
 every officer and employee of the  
 city

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form



COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.