



AGENDA REPORT

Meeting Date: June 16, 2009
Item Number: F-15
To: Honorable Mayor & City Council
From: Ara Maloyan, Deputy City Engineer
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICK ENGINEERING COMPANY TO PROVIDE SURVEY SERVICES FOR CITY-WIDE CENTERLINE MONUMENTATION REHABILITATION; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$180,000 TO RICK ENGINEERING COMPANY FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Rick Engineering Company, in the amount of \$180,000 for survey services related to the rehabilitation of centerline survey monumentation, and the issuance of a purchase order in the amount of \$180,000.

INTRODUCTION

Section 8771 of the California Business and Professional Code which relates to the Land Surveyors Act (CPLSA) states that it is the responsibility of the "governmental agency to replace any destroyed monuments of record." Consequently, after recently completing an inventory of the City's survey monuments, the City is proposing to rehabilitate 581 out of a total of 854 locations that are missing one or more tie points and/or the centerline monument itself.

DISCUSSION

For over 80 years, the City of Beverly Hills has striven to maintain centerline survey monuments and prevent their destruction. The 771 tie sheets (identifying the City's 854 survey monuments) in the City's survey database list, is testament to this commitment. Upon passage of Section 8771 of the Land Surveyors Act, the City intensified its efforts to tie out and reset all monuments subject to destruction or being buried by street reconstruction. These ties are currently indexed in the City Tie Index.

However, despite these efforts, in December 2008, upon completion of a City-wide inventory of all 854 centerline survey monuments; staff determined that 581 of these survey monuments are missing. One or more tie points and/or the centerline monument itself has been destroyed or covered up.

Non-compliance with the CPLSA could result in the City being the subject of a complaint filed with the Board of Registration by the Joint Professional Practice Commission due to allowing survey monuments to be destroyed/covered.

The scope of work required to be performed by Rick Engineering Company involves replacing missing centerline survey monument tie-points and/or actual centerline survey monuments; filing corner records and/or Records of Survey; converting all of the city's existing centerline tie sheets to an electronic editable format; and performing a field inventory of the City's existing 427 Benchmark Records to confirm existence and condition.

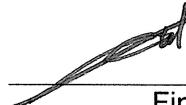
Staff received and evaluated the four proposals received from Huitt-Zollars, Peak Surveys, Psomas and Rick Engineering Company against the required scope of work and has determined after reviewing background, credentials, experience, qualifications, and costs, that Rick Engineering Company is well qualified to perform the work required.

It is therefore recommended that the City enter into an agreement with Rick Engineering Company for surveying services in the performance of the required scope of work for a, not-to-exceed total fee of \$180,000. The proposed duration of these services is one year.

FISCAL IMPACT

Funds for this project are provided as follows:

DEPT	FUND	ACCOUNT	FUNDING SOURCE	AMOUNT
35	06	0195-85040	General Funds	\$ 180,000.00
TOTAL				\$ 180,000.00



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RICK ENGINEERING COMPANY TO PROVIDE
SURVEY SERVICES FOR CITY-WIDE CENTERLINE
MONUMENTATION REHABILITATION

NAME OF CONSULTANT: Rick Engineering Company

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Donald D. Woolley, Vice President

CONSULTANT'S ADDRESS: 520 Friars Road
San Diego, California 92110

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Ara Maloyan, Deputy City
Engineer

COMMENCEMENT DATE: June 17, 2009

TERMINATION DATE: Upon satisfactory completion of all work
required under this Agreement as
determined by City

CONSIDERATION: Not to exceed \$180,000 based on the rates
and cost estimates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RICK ENGINEERING COMPANY TO PROVIDE
SURVEY SERVICES FOR CITY-WIDE CENTERLINE
MONUMENTATION REHABILITATION

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Rick Engineering Company, a corporation (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 B-1, attached hereto and incorporated herein. 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-2, 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 other than Professional Liability Insurance 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 other than Professional Liability Insurance 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. In the connection with its professional services, 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) to the extent such claim, liability or financial loss arises from any reckless, negligent, or willful misconduct of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement. In connection with all claims not covered by the foregoing paragraph, 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 at CITY's sole risk.

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. Attorneys' 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.

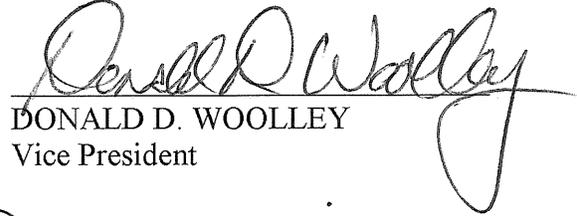
CITY OF BEVERLY HILLS
A Municipal Corporation

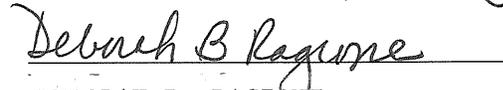
NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

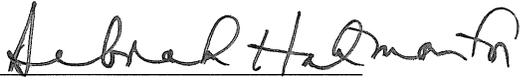
_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: RICK ENGINEERING
COMPANY


DONALD D. WOOLLEY
Vice President


DEBORAH B. RAGIONE
Chief Financial Officer

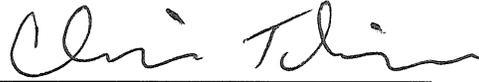
APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



^{for} DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

The scope of work required to be performed by Rick Engineering is itemized as follows.

1. Replacement of One Centerline Survey Monument Tie-Point:
A new point will be set together with a tag bearing the Company name of the Licensed Land Surveyor in charge.
2. Replacement of Two Centerline Survey Monument Tie-Points:
Two new points will be set together with a tag bearing the Company name of the Licensed Land Surveyor in charge.
3. Replacement of Three Centerline Survey Monument Tie-Points:
Three new points will be set together with a tag bearing the Company name of the Licensed Land Surveyor in charge.
4. Replacement of Four Centerline Survey Monument Tie-Points:
Four new points will be set together with a tag bearing the Company name of the Licensed Land Surveyor in charge.
5. Replacement of Missing Centerline Survey Monument and One/Two Tie-Points: A new spike and washer, PK nail and washer or other type of monument as approved by the city will be set together with new tie points (if necessary) bearing the Company name of the Licensed Land Surveyor in charge.
6. Replacement of Missing Centerline Survey Monument and All Tie-Points (Corner Record):
A new spike and washer, PK nail and washer or other type of monument as approved by the city will be set together with new tie points bearing the Company name of the Licensed Land Surveyor in charge and Corner Records will be filed with Los Angeles County.
7. Replacement of Missing Centerline Survey Monument and All Tie-Points (Record of Survey):
If original monument and ties cannot be recreated in original location thereby requiring establishment of the surrounding street centerline intersections to allow monumenting of a new intersection point; a Record of Survey will be filed with Los Angeles County.
8. Conversion of Existing Tie-Sheets to CAD
Converting all of the city's 771 existing/old centerline tie sheets to an electronic editable format
9. Benchmark Inventory:
Performing a field inventory of the city's existing 425 Benchmark Records to confirm existence and condition

EXHIBIT B-1

SCHEDULE OF RATES

TASK	QUANTITY	UNIT PRICE	AMOUNT
1. Replacement of single tie point	209	\$ 88	\$ 18,392.00
2. Replacement of two tie points	158	\$ 84	\$ 13,287.80
3. Replacement of three tie points	77	\$ 119	\$ 9,147.60
4. Replacement of four tie points	59	\$ 133	\$ 7,870.60
5. Replacement of C/L mon. & tie point	58	\$ 240	\$ 13,920.00
6. Replacement of C/L mon. & all tie points and file corner record	20	\$1,500	\$ 30,000.00
7. Record of survey per Item 6 (if required)	20	\$2,500	\$ 50,000.00
8. Convert existing old centerline sheets to CAD	771	\$ 42	\$ 32,382.00
9. Benchmark inventory	1	\$5,000	\$ 5,000.00

Total: \$180,000.00

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed, 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: _____