



## AGENDA REPORT

**Meeting Date:** June 19, 2012

**Item Number:** G-12

**To:** Honorable Mayor & City Council

**From:** Ara Maloyan, City Engineer  
Juan L. Martinez, Civil Engineer

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GLENN A. RICK ENGINEERING & DEVELOPMENT COMPANY DBA RICK ENGINEERING COMPANY FOR SURVEYING SERVICES TO UPDATE THE CITY'S VERTICAL BENCHMARK NETWORK

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$150,000 FOR THESE SERVICES

**Attachments:**

1. Section 8771 of California Professional Land Surveyor's Act
2. Agreement
3. Phase execution map

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### 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 \$150,000 (includes \$10,000 contingency), for survey services related to city benchmark restoration, updating the city's vertical network control and the issuance of a purchase order in the amount of \$150,000

### INTRODUCTION

Section 8771 of the California Professional Land Surveyors Act (CPLSA) states that it is the responsibility of the "governmental agency .... to replace any destroyed survey monuments of record." This proposed contract will allow Rick Engineering to restore 111 missing benchmarks out of a total of 427 locations and update the elevation of the city's entire vertical network system. The new elevations of city's existing vertical network will be tied to the North American Vertical Datum 1988 (NAVD88).

## **DISCUSSION**

The City's vertical network was last updated more than 20 years ago. Since then 111 benchmarks have been lost or covered up due to different reasons and circumstances. In December 2010, upon completion of a city-wide inventory of all of our 427 benchmark survey monuments; staff determined that 111 of these survey monuments need to be reestablished and all of the city's 427 benchmarks need updated elevations which will be tied to the North American Vertical Datum 1988 (NAVD88)

Non-compliance with the CPLSA could result in the City being the subject of a complaint filed with the Board of Registration for Professional Engineers, Land Surveyors and Geologist 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 is itemized as follows:

1. Locate and confirm the elevations of the existing National Geodetic Survey (NGS) benchmarks, using only the benchmarks that have adjusted NAVD 88 vertical datum.
2. Reset the 111 benchmarks that have been destroyed. Reset benchmarks will be set using the same standards that already exist for City of Beverly Hills benchmarks. Photographs of the reset benchmarks will be obtained for GIS labeling and archiving.
3. Perform precise leveling through all existing and reset benchmarks in the City of Beverly Hills. The leveling process will be performed utilizing a Topcon Electronic Digital Level with precise leveling rods to meet the standard of accuracy to approximately Third Order NGS tolerance based on benchmark closures and distances traveled on loops. (Basis: Approximately 50 miles in horizontal length).
4. Perform additional quality control surveys including high precision Global Positioning System (GPS) Static Observations of benchmarks at the North and South ends of the City of Beverly Hills. This will be performed by modeling the GPS calibration to proven NGS benchmarks stations for Phase III only
5. Post process level loops, and update existing City of Beverly Hills benchmark book with new data. A final report detailing the process and adjustments will be submitted as a final deliverable. Provide city's GIS staff with appropriate updated information.

This project will be accomplished in three phases described as follows:

PHASE 1. This section contains the majority of the existing National Geodetic Survey (NGS) that shall form the foundation of the precise leveling. This section is bounded by Sunset Boulevard to the north and North Santa Monica Boulevard to the south, and the CITY boundary to the east and west.

PHASE 2. This section is bounded by Burton Way and a section of North Santa Monica Boulevard to the north and the CITY limits to the west, south, and east.

PHASE 3. This section shall include the remaining benchmarks north of Sunset Boulevard and a small triangular section bounded by North Santa Monica Boulevard, Button Way, and up to the easterly CITY limits.

Staff received and evaluated three proposals received from Huitt-Zollars, Psomas and Rick Engineering against the required scope of work. These SOQ's were subsequently reviewed and evaluated by civil engineering staff based on the Qualifications-Based Selection (QBS) process established by the United States Congress as a part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects Section 4526 of the California Government Code). It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget and consultant fee. Under a QBS procurement, the cost of the work (price) is not considered when making the initial selection of the best or most appropriate provider of the professional service required. To ensure this, staff requested that firms submit their schedule of rates in a separate sealed envelope.

The evaluation process resulted in staff's selection of Rick Engineering to provide professional surveying services related to the re-establishment of the city's benchmark system.

Since 2010, Rick Engineering has satisfactorily completed the following surveying projects within the city of Beverly Hills:

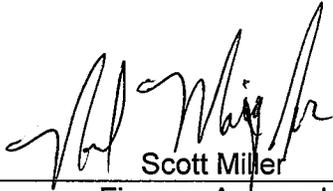
- City-wide Centerline Monumentation Rehabilitation
- Santa Monica Boulevard North Topographic and Utility Survey

It is therefore recommended that the City enter into an agreement with Rick Engineering, for surveying services in the performance of the required scope of work for a not to exceed total fee of \$150,000. The proposed duration of these services is six months.

**FISCAL IMPACT**

Funds for this project are provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
35	80	0195	35-80-0195	Water Enterprise	\$ 75,000
35	83	0195	35-83-0195	Solid Waste Enterprise	\$ 75,000
TOTAL					\$ 150,000

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

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

# **Attachment 1**

**ATTACHMENT #1**

**California Professional Land Surveyor's Act**

**Section 8771 of**

8771. (a) Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.

(b) When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location if any monument could be destroyed, damaged, covered, or otherwise obliterated, and a corner record or record of survey filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners, and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, streets or right-of-way or easement lines shall not be deemed adequate for this purpose unless specifically noted on the corner record or record of survey of the improvement works with direct ties in bearing or azimuth and distance between these and other monuments of record.

(c) The decision to file either the required corner record or a record of survey pursuant to subdivision (b) shall be at the election of the licensed land surveyor or registered civil engineer submitting the document.

# **Attachment 2**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
GLENN A. RICK ENGINEERING & DEVELOPMENT COMPANY  
DBA RICK ENGINEERING COMPANY FOR SURVEYING  
SERVICES TO UPDATE THE CITY'S VERTICAL BENCHMARK  
NETWORK

NAME OF CONSULTANT: Glenn A. Rick Engineering & Development  
Company dba Rick Engineering Company

RESPONSIBLE PRINCIPAL OF  
CONSULTANT: Barry J. Cowan, PE

CONSULTANT'S ADDRESS: 5620 Friars Road  
San Diego, CA 92110

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David D. Gustavson  
Director of Public Works & Transportation

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: December 31, 2012

CONSIDERATION: Not to exceed \$150,000(including a \$10,000  
contingency) as more fully described in  
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
GLENN A. RICK ENGINEERING & DEVELOPMENT COMPANY  
DBA RICK ENGINEERING COMPANY FOR SURVEYING  
SERVICES TO UPDATE THE CITY'S VERTICAL BENCHMARK  
NETWORK

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Glenn A. Rick Engineering Development Company dba Rick Engineering Company (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work 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. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for

the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B

Section 5. 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. 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 Principal 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 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) 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.

(2) 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.

(3) 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 Scope of Work required by this Agreement.

(4) Workers' compensation as required by the State of California.

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

(c) 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.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may 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.

(e) 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 general liability and auto liability 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.

(f) 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.

(g) 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 12. 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 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. 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 Scope of Work.

Section 15. 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 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 20 year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. 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 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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 \_\_\_\_\_ 201\_\_, at  
Beverly Hills, California.

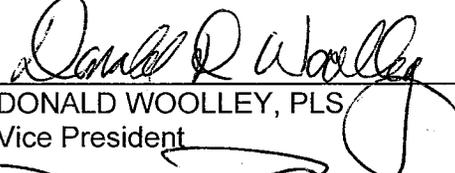
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT: GLENN A. RICK  
ENGINEERING & DEVELOPMENT  
COMPANY DBA RICK ENGINEERING  
COMPANY

  
\_\_\_\_\_  
DONALD WOOLLEY, PLS  
Vice President

  
\_\_\_\_\_  
DENNIS BOWLING, PE  
Corporate Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager



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DAVID D. GUSTAVSON  
Director of Public Works & Transportation



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall provide services as set forth below:

CONSULTANT shall provide surveying services to update CITY's Vertical Network, providing a precise adjustment for its existing Vertical Benchmark Network, including, but not limited to, verifying, and replacing lost Benchmark monuments and establishing new elevations on all CITY benchmarks as shown in the current benchmark book.

The project will be separated into 3 phases of completion as set forth below and further described in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

PHASE 1. This section contains the majority of the existing National Geodetic Survey (NGS) that shall form the foundation of the precise leveling. This section is bounded by Sunset Boulevard to the north and Santa Monica Boulevard to the south, and the CITY boundary to the east and west.

PHASE 2. This section is bounded by Burton Way and a section of Santa Monica Boulevard to the north and the CITY limits to the west, south, and east.

PHASE 3. This section shall include the remaining benchmarks north of Sunset Boulevard and a small triangular section bounded by Santa Monica Boulevard, Burton Way, and up to the easterly CITY limits.

The following tasks shall be performed for each Phase of the project:

TASK 1. Locate and confirm the elevations of the existing NGS benchmarks, use only the benchmarks that have adjusted NAVD 88 vertical datum.

TASK 2. Reset the benchmarks that have been destroyed. Reset benchmarks will be set using the same standards that already exist for CITY benchmarks. Photographs of the reset benchmarks shall be obtained for GIS labeling and archiving. (Basis: 110 missing benchmarks.)

TASK 3. Perform precise leveling through all existing and reset benchmarks in CITY. The leveling process shall be performed utilizing a Topcon Electronic Digital Level with Invar precise leveling rods to meet the standard of accuracy to approximately Third Order NGS tolerance based on benchmark closures and distances traveled on loops. (Basis; Approximately 50 miles in horizontal length.)

TASK 4. Perform additional quality control surveys including high precision Global Positioning System (GPS) Static Observations of benchmarks at the north and south ends of CITY. This will be achieved by modeling the GPS calibration to proven NGS benchmarks stations (Phase 3 only).

TASK 5. Post process level loops and update existing CITY benchmark book with new data. A final report detailing the process and adjustments shall be submitted as a final deliverable. Provide GIS department with appropriate updated information.

Project Schedule:

Phase 1 duration will be twelve (12) weeks from Notice to Proceed.

Phase 2 duration will be six (6) weeks from completion of Phase 1.

Phase 3 duration will be ten (10) weeks from completion of Phase 2.

Total Project duration will be approximately 28 weeks. (This schedule is based on all phases being performed continuously)

EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES

I. COMPENSATION/RATES

A. CITY shall compensate CONSULTANT for the satisfactory completion of services required by the Agreement on a fixed-fee bases as follows:

<b>Phase 1:</b>		
Research and Verify NGS Benchmarks	\$ 6,500.00	
GPS Observation	\$ 4,500.00	
Reset lost Benchmarks	\$ 3,000.00	
Precise Leveling	\$32,000.00	
Post Processing	\$ 8,000.00	
<b>Total Phase 1</b>		<b>\$ 54,000.00</b>
<b>Phase 2:</b>		
Reset lost Benchmarks	\$ 3,000.00	
Precise Leveling	\$28,000.00	
Post Processing	\$ 5,000.00	
<b>Total Phase 2</b>		<b>\$ 36,000.00</b>
<b>Phase 3:</b>		
Reset lost Benchmarks	\$ 3,000.00	
Precise Leveling	\$35,000.00	
Post Processing	\$12,000.00	
<b>Total Phase 3</b>		<b><u>\$ 50,000.00</u></b>

Compensation for all phases shall be in an amount not to exceed One Hundred Forty Thousand, Dollars (\$140,000).

- B. CONSULTANT shall not be entitled to reimbursement for expenses.
- C. A Contingency Fee in an amount mutually agreed upon by the parties and not to exceed Ten Thousand Dollars (\$10,000.00) is for unanticipated services outside the Scope of Work set forth in Exhibit A.
- D. Total of services, including professional fees and contingency shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

II. SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized invoice to CITY upon completion of each Phase described in Exhibit A. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of it.

## 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	LIMITS		
				B.I.	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

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

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

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

\_\_\_\_\_

RM02.DOC REVISED 10/14/96.

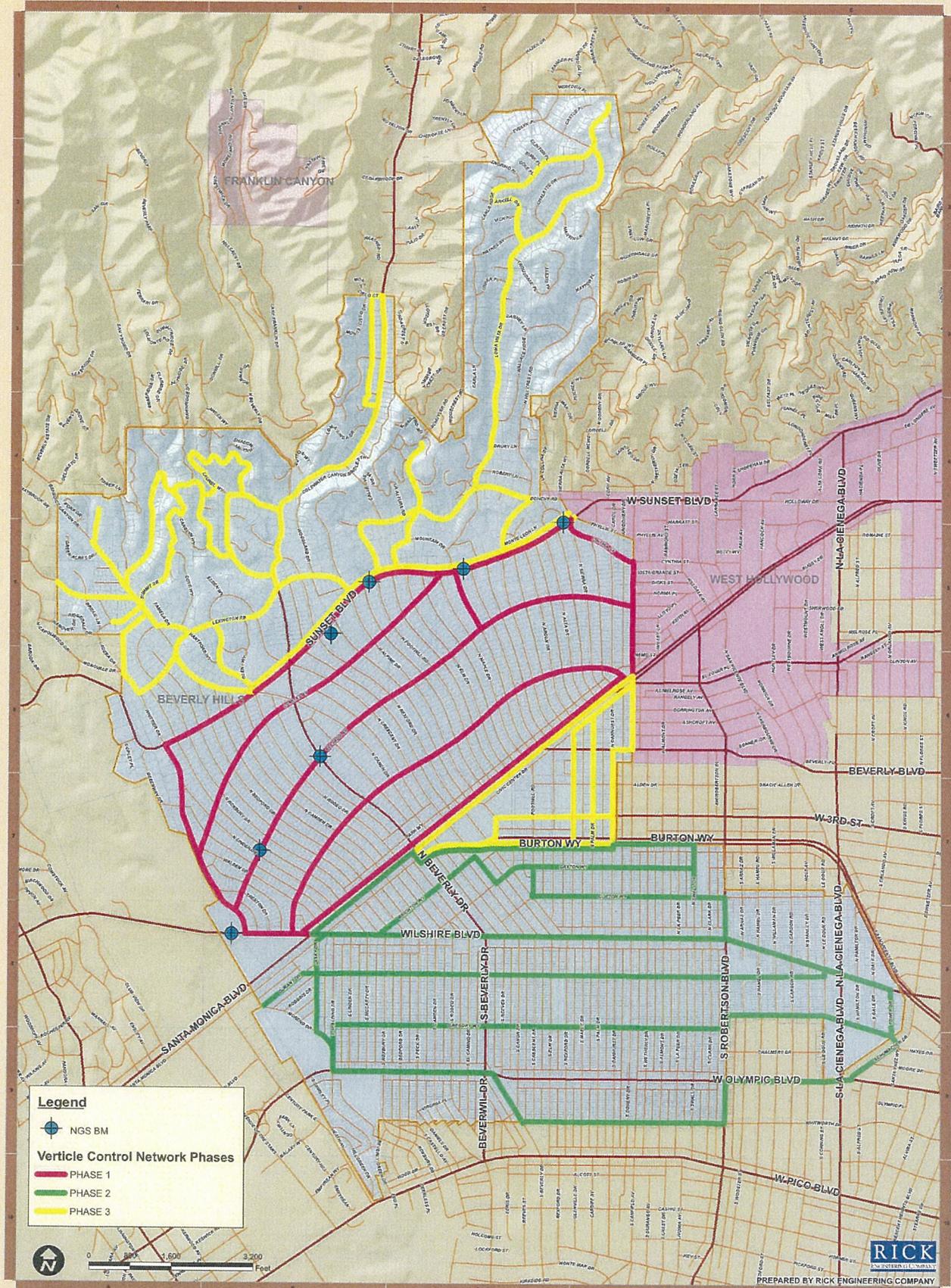
# **Attachment 3**

# UPDATE VERTICAL CONTROL NETWORK



CITY OF BEVERLY HILLS, CALIFORNIA

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
CIVIL ENGINEERING DIVISION  
Exhibit Date: 5/4/2010



# UPDATE VERTICAL CONTROL NETWORK



CITY OF BEVERLY HILLS, CALIFORNIA

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
CIVIL ENGINEERING DIVISION  
Exhibit Date: 5/4/2010