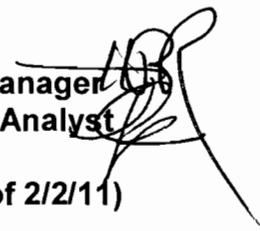


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

BY: Jessica Sandifer, Management Analyst

DATE: January 21, 2011 (CC Meeting of 2/2/11)

SUBJECT: Consider Agreement with Jensen Design and Survey, Inc. for Surveying Services for the Ruben Castro Human Services Center Capital Improvement Project (5020)

BACKGROUND

The Ruben Castro Human Services Center (RCHSC) project consists of two buildings totaling approximately 25,000 square feet (the Facility). Building A is 10,000 square feet and is designed to house non-emergency medical services. Building B is approximately 15,000 square feet and has been planned as an "Under-One-Roof" facility for various social services, educational uses, and charitable services.

DISCUSSION

On October 21, 2010, the City received bids for the 15 trade packages for the RCHSC. No bids were received for the Survey trade package. Staff re-worked the survey scope and sent out a separate informal request for proposals (RFP). Three responses were received with the low bidder highlighted:

Benner and Carpenter, Inc.	\$114,400.00
Jensen Design and Survey, Inc.	\$49,500.00
Quality Surveying	\$62,700.00

Upon receiving the bids, the City's construction management firm, contacted the low bidder to confirm with the bidder that their proposal contained all responsible scope activities as outlined in the RFP and that they would be able to provide those activities within the bid amount. The City's construction manager is satisfied that the low bid includes all responsible scope activities and is recommending that the low bidder, Jensen Design and Survey, Inc. be selected.

Paragraph 16. Conflict of Interest of the City's standard professional services agreement has been deleted. While Jensen provided civil engineering services to clients in the City and its area of interest, staff does not view the survey services to the City as being in conflict with such other services.

FISCAL IMPACT

Staff is recommending that a 10% contingency be allocated for these services in the event additional services are needed for unforeseen circumstances. The total agreement amount including the contingency will be \$54,450.

Funds were allocated for these services on January 19, 2011 when the bids were awarded for the project. No budget appropriation is needed.

STAFF RECOMMENDATION

Approve agreement with Jensen Design and Survey, Inc., and authorize City Manager to sign the agreement subject to final language approval of the City Attorney and City Manager and authorize City Manager to approve additional services not to exceed 10% contingency amount outlined in the report.

Attachment 1 – Consultant's Letter Recommendation
Attachment 2 - Agreement

ATTACHMENT 1
barnhart
Balfour Beatty

January 19, 2011

Hugh Riley
Assistant City Manager, City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

PROJECT: Ruben S. Castro Human Services Center
RE: Recommendation of Survey Bid Package Proposals

Dear Mr. Riley,

On October 21, 2010, the City received and opened formal bid proposals for construction of the Ruben S. Castro Human Services Center, however no bids were received for Bid Package #1 – Survey at that time. A separate Request for Proposal for survey services was issued on November 16, 2010 to three survey service firms. Responses to Request for Proposals were received from all three survey service firms as follows;

Benner and Carpenter Inc.	\$114,400
Jensen Design and Survey, Inc	\$ 49,500
Quality Surveying	\$ 62,700

Upon review of the apparent low proposal submitted by Jensen Design and Survey, we contacted their office for a formal confirmation of inclusion of all responsible scope activities as outlined in the Request for Proposal. Jensen Design and Survey responded with confirmation their proposal did include all responsible scope activities.

All other aspects of the Request for Proposal response have been confirmed as being responsive.

Based upon our current review of the Request for Proposal response, we recommend the City of Moorpark proceed with City Council presentation and request for authorization to issue agreements to Jensen Design and Survey.

We look forward to any questions you may have. Should you wish to review and discuss further, please contact me at anytime.

Respectfully,



Dennis Kuykendall
Senior Project Manager
Barnhart – Balfour Beatty

Attachments:	Exhibit "A"	Request for Proposal
	Exhibit "B"	Request for Proposal response from Jensen Design and Survey
	Exhibit "C"	Request for Proposal response from Quality Survey
	Exhibit "D"	Request for Proposal response from Benner and Carpenter, Inc

Cc; Jessica Sandifer, City of Moorpark
Kathleen Strom, Barnhart Balfour Beatty
10935000 file, City of Moorpark; Outgoing correspondence,

ATTACHMENT 2

AGREEMENT BETWEEN THE CITY OF MOORPARK AND JENSEN DESIGN AND SURVEY, INC., FOR SURVEYING SERVICES AT THE RUBEN CASTRO HUMAN SERVICES CENTER

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2011 between the City of Moorpark, a municipal Corporation ("City") and Jensen Design and Survey, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for survey services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated November 29, 2010, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide surveying services, as set forth in Exhibit C. In the event there is a conflict between the provisions of Exhibit C and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B and C. Consultant shall complete the tasks according to the schedule of performance as determined by the City's Construction Manager.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of forty-nine thousand five hundred dollars (\$49,500) as stated in Exhibit B, plus a 10% contingency of four thousand nine-hundred and fifty dollars (\$4,950) without the written authorization of the City Manager. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be William T. Hurdle, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed forty-nine thousand five hundred dollars (\$49,500) plus a 10% contingency of four thousand nine hundred and fifty dollars for a total contract rate of fifty-four thousand four hundred and fifty dollars (\$54,450) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to

such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of one (1) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION AND HOLD HARMLESS

Professional Liability: Consultant shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its employees, officials and agents ("the Indemnitees") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, in performance of this Agreement by Consultant or by any individual, or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, except such damage as is caused by negligence of the City or any of its officers, employees, servants, project coordinators or agents.

Other than Professional Liability: Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity

obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this Section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

11. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code.

The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. INTENTIONALLY LEFT BLANK CONFLICT OF INTEREST

~~Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.~~

17. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: William T. Hurdle
Jensen Design and Survey
1672 Donlon Street
Ventura, California 93003

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

18. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

19. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

20. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

21. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

22. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any

alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

24. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

26. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

27. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

JENSEN DESIGN AND SURVEY, INC.

By: _____
Steven Kueny, City Manager

By: _____
William T. Hurdle
Senior Licensed Land Surveyor

Attest:

Maureen Benson, City Clerk

Attachments: Exhibit A – Insurance Requirements
Exhibit B – Consultant’s Proposal
Exhibit C – Scope of Work

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,00,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include

a drop down provision providing primary coverage above a maximum of \$25,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability

or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90

days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT B

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Agreement entered into at Ventura, California, on November 29, 2010 and between:

CLIENT:	CONSULTANT:
Name: Barnhart Balfour Beatty	Name: Jensen Design & Survey, Inc.
Address: 300 E. Esplanade Drive Suite 350 Oxnard, CA 93036	Address: 1672 Donlon Street Ventura, CA 93003
Phone: (805) 983-1558	Phone: (805) 654-6977
Fax: (805) 983-7249	Fax: (805) 654-6979

CLIENT proposes to:

Obtain construction staking services for Ruben Castro Human Services Center in Moorpark, California.

CONSULTANT agrees to perform the following scope of work:

Construction Survey Services

Based on our understanding of the project and the assumptions listed below, we propose to perform the following survey services:

Control: (A, B, C)

We will recover existing boundary, benchmark, and control monuments at or near the project site. We will establish, set and perpetuate Horizontal / Vertical control, Bench Marks, and Property Lines thru the duration of the project – includes the requested minimum of four (4) re-sets.

Clearing and Grubbing: (A)

We will stake the limits of construction for clearing and grubbing on approximately 75' stations.

Saw Cut & Demolition: (D)

We will mark the saw cut lines and define the areas to be demolished.

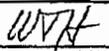
Rough Grade: (D)

One set of offsets to building envelope corners will be set for over excavation and to rough grade the pad. Grades to finish floor will be provided. The curb lines will be staked on approximately 50' stations and at necessary angle points and radius points for rough grade purposes.

Fine Grade: (D)

Bench marks will be provided for vertical use only. We will also take shots necessary for Pad Grade Certifications. These shots will be submitted to the Engineer of Record to review and issue the certification.

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Consultant's Initials	Client's Initials

Sewer: (F)

We will stake the sewer line on approximately 25' stations, points of connection, manholes, "wyes", and at the ends of the laterals. Stake elevations and cuts to invert elevation grades will be marked.

Water: (F)

The water lines (potable, irrigation and fire suppression) will be staked on approximately 50' stations and at all "tees", elbows, and angle points. We will also layout points of connection, fire hydrants, risers, blow offs, air and vac valves, valve / meter boxes, and the ends of the services. Grades will be to finish surface (for "minimum cover" design sections) or to invert elevation, if provided by the engineer or drawings.

Storm Drain: (F, G)

The storm drain main lines will be staked on approximately 25' stations; and all catch basins, inlet and outlet structures, laterals, junction structures, manholes, area drains, drop inlets and points of connection will be staked. On the short laterals (under 50') the end of the laterals will be determined from the catch basin or drop inlet staking. The catch basins will be staked at the same time as the storm drain line.

Dry Utilities: (F)

We will stake the street lights (bases, standards, bollards) and offset two of the corners for the vaults / pads. Mainlines (electric, gas, phone/data, TV, communication) will be staked at approximately 50' intervals and at all E.C.s, B.C.s, junctions, and angle points. Grades will be to finish surface.

Curb and Gutter: (G)

We will stake curb and gutter on approximately 25' stations, and at all E.C.s, B.C.s, grade breaks, centerline of driveways and handicap ramps, and radius points. We will also set points to define the cross gutters, ribbon gutters, and any grade breaks in asphaltic or concrete paving.

Building Layout: (E)

We will supply one set of stakes offset to the major perimeter column and grid line intersections. Column and grid lines will control anchor bolt placement. We set base nut elevation on one bolt per column and will verify horizontal placement of the bolts prior to pour. Radius points and control for radius walls will be provided. One set of stakes will be provided for trellis and canopy column placement. If requested, we will provide added staking for interior ramps and steps.

Walls and Fencing: (G)

We will offset the property lines on approximately 50' stations and at all light standard locations to be used for walls and/or fencing – including gate and gate column locations. Grades to be provided by the engineer or drawings.

Trash Enclosures: (G)

The four corners of the trash enclosures will be staked with grades to finish surface.

Retaining and Planter Walls: (G)

We will stake the retaining walls on 25' stations and all changes of direction with grades to top of wall and/or top of footing.

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Flat work and Walks: (G)

We will stake one edge of the walks at dimensioned score lines and supply finish surface grades. Ramps will be staked at all grade breaks. We will stake step limits and landings with grades to finished surface.

Office Survey Calculations:

Our office staff will provide calculations to aid and support our staking efforts. These will be reviewed by our Licensed Surveyor.

Field Survey Manager:

Project Management – check field staking data, update job files, send out grade sheets / overlay plots, client and field crew coordination, timesheet and invoice approvals, etc.

As-Built Mapping and Survey Records: (L)

We will provide grade sheets and overlay plots of field staking. We will perform as-built surveys as necessary – and produce drawing showing items that differ from approved design. Three (3) certified sets of grade sheets, overlay plots, and as-built drawings will be presented upon completion of project.

ASSUMPTIONS

This proposal is based on the following assumptions. If further investigation into the project discloses conditions other than those assumed, an appropriate adjustment to the budget will be prepared.

- This proposal is based on the fact that each item listed above will be ready to be completely staked at one time to eliminate the need for multiple trips to the site for the same purpose.
- This proposal covers each and only the items listed in the Scope of Work above and only one set of stakes for each item, **unless noted otherwise**. Any work performed outside of this scope of work will be considered an extra to the contract and will be done on a "time and materials" basis.
- Barnhart Balfour Beatty will identify an onsite representative who has the authority to approve extras. Jensen Design and Survey, Inc. will get written approval from said representative prior to commencing the work in the field. The signed approval forms will be submitted along with the normal monthly invoice to the Accounts Payable Department at Barnhart Balfour Beatty.
- This proposal is based upon the Civil Improvement Plans prepared by AMEC dated 01/21/2010, and Architectural plans prepared by HMC Architects dated 10/14/2010.
- AutoCAD and full size PDF files of the civil engineer's, architect's and landscape architect's plans will be provided.
- When a request for survey is made, we assume that the area will be made ready for staking and that obstructions will be removed from the area.
- For pad grade certifications, we will assume that no more than one (1) site visit will be necessary and for form certifications, no more than one (1) visit.

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- Stakes provided by Jensen Design & Survey, Inc. are to be used for installation of the sewer, storm drain, and water. Should the contractor choose to use alternative means in establishing line and grade on his own, he shall be solely responsible for the accuracy of pipe installation.
- We will assume that the horizontal and vertical survey control used for the Civil Plans is accurate and precise per industry standards for this type of project and will be provided.
- All agency fees will be paid by others.

EXCLUSIONS

- Topo of "over-excavation" areas is not included, as the amount of move-ins required to perform this is unknown at this time.
- Sub-drain staking is not included in this estimate as this will be directed by the Soils Engineer.
- Topography of removal areas and back-cut areas are not included and will be provided on a "time and materials basis", if required.
- Survey monument replacement has not been included in this proposal, as the number of points to be replaced is unknown as this time, and may be performed by the engineer of record.
- If deemed necessary, we will be happy to add these or any other item to our Scope of Work.

SCHEDULE

We can begin coordination immediately after receipt of your signed authorization. We will need approximately one week after receipt of digital and hardcopy plans and signed authorization to begin staking. We will use this time to check and establish control and to create a staking plan.

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WYH	
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FEE ESTIMATE

We propose to provide the services described on a time and materials basis. We have provided a fee estimate for budgetary purposes in the amount of \$ 49,500. Should any work be needed outside the scope and qualifications discussed above, written authorization shall be requested and obtained prior to starting the work. Minor expense items, such as outside printing, are not included in this fee estimate and will be billed separately.

Task Description	Estimated Budget
Control – Horizontal / Vertical and Boundary	\$ 1,680
Rough Grade – Clear / Grub – Saw Cut & Demo – Cert's	\$ 7,560
Fine Grade – includes Pad Certification	\$ 2,100
Sewer and Water	\$ 2,100
Storm Drain	\$ 2,520
Dry Utilities	\$ 2,100
Curb and Gutter	\$ 4,200
Building Layout – includes Form Cert. and Anchor Bolts	\$ 11,970
Walls, Fencing, and Trash Enclosures	\$ 2,100
Retaining and Planter Walls	\$ 1,680
Flat Work and Walks	\$ 4,620
Office Survey Calculations & LS Review	\$ 1,790
Field Survey Manager	\$ 3,460
Certified As-Built drawings	\$ 1,620
Total	\$ 49,500

If you wish us to proceed, please sign the acknowledgment line of this proposal and return the following to my attention:

- One original-signed copy of the proposal,
- Initial all pages of the Fee Schedule and Billing Terms, and
- Initial all pages of the Standard Provisions of Agreement between Client and Consultant.

Your return of this proposal package to us will constitute our written authorization to proceed.

This proposal is valid if accepted within 30 days of the date submitted.

IN WITNESS WHEREOF, the parties hereby execute this agreement dated November 29, 2010, upon the terms and conditions stated above.

Client: Barnhart Balfour Beatty
By: _____
Name/Title: _____
Date Signed: _____

Consultant: Jensen Design & Survey, Inc.
By: *William T. Hurdle*
Name/Title: William T. Hurdle
 Sr. Licensed Surveyor
Date Signed: 12-16-2010

November 29, 2010

<i>WTH</i>	
<small>Consultant's Initials</small>	<small>Client's Initials</small>

FEE SCHEDULE AND BILLING TERMS

(Revised Sep. 7, 2010)

Fee charges are based on the staff level involved at the following rates¹:
These rates are guaranteed for the duration of this project.

ENGINEERING:

PRINCIPAL ENGINEER	\$ 170.00/hr.
ENGINEERING MANAGER	\$ 160.00/hr.
SENIOR CIVIL ENGINEER II	\$ 150.00/hr.
SENIOR PROJECT MANAGER	\$ 140.00/hr.
SENIOR CIVIL ENGINEER I	\$ 135.00/hr.
PROJECT MANAGER	\$ 125.00/hr.
CIVIL ENGINEER	\$ 115.00/hr.
STAFF ENGINEER/DESIGNER	\$ 100.00/hr.
ENGINEERING ASSISTANT IV	\$ 90.00/hr.
ENGINEERING ASSISTANT III	\$ 85.00/hr.
ENGINEERING ASSISTANT II	\$ 80.00/hr.
ENGINEERING ASSISTANT I	\$ 75.00/hr.

PLANNING:

ASSOCIATE	\$ 150.00/hr.
PLANNING MANAGER	\$ 140.00/hr.
PRINCIPAL PLANNER	\$ 125.00/hr.
SENIOR PLANNER	\$ 115.00/hr.
SENIOR ENVIRONMENTAL PLANNER	\$ 115.00/hr.
PLANNING ASSISTANT II	\$ 85.00/hr.
PLANNING ASSISTANT I	\$ 75.00/hr.

LANDSCAPE ARCHITECTURE:

LICENSED LANDSCAPE ARCHITECT	\$ 155.00/hr.
ASSISTANT LANDSCAPE ARCHITECT	\$ 110.00/hr.

SURVEY:

FIELD/OFFICE SURVEY MANAGER	\$ 140.00/hr.
SENIOR LICENSED LAND SURVEYOR	\$ 140.00/hr.
LICENSED LAND SURVEYOR	\$ 125.00/hr.
SURVEY ASSISTANT II	\$ 95.00/hr.
SURVEY ASSISTANT I	\$ 85.00/hr.
1-MAN SURVEY CREW	\$ 110.00/hr.
2-MAN SURVEY CREW	\$ 210.00/hr.
3-MAN SURVEY CREW	\$ 265.00/hr.
GPS 1-MAN SURVEY CREW	\$ 160.00/hr.
GPS 2-MAN SURVEY CREW	\$ 235.00/hr.
1-MAN ROBOTIC	\$ 160.00/hr.

RESEARCH/OFFICE ASSISTANT \$ 65.00/hr.

1. The hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed at \$250.00 per hour regardless of job classification.

November 29, 2010

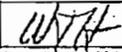
 Consultant's Initials	Client's Initials
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EXHIBIT C

BID PACKAGE No. 1 – SURVEYING

00150 - DIVISION OF WORK PART 1 AND PART 2.1

01 70 00 EXECUTION REQUIREMENTS

- A. Limits of Construction-Property Lines: Surveyor to establish and maintain thru the duration (include minimum of 4 re-sets which will be used as needed at the direction of the CM) of the Project in accordance with the contract documents, All Property or Boundary Lines Shown or Indicated on the Construction Documents.
- B. Bench Marks: Surveyor is to establish and maintain thru the duration (include minimum of 4 re-sets which will be used as needed at the direction of the CM) of the project in accordance with the construction documents, one set of benchmarks located at agreed upon locations surrounding the project. The bench marks shall be placed in such a manner so that no disruption thru the duration of construction is encountered. If the bench marks are disrupted during the duration of construction, surveyor to re-establish at no additional cost.
- C. Horizontal and Vertical Control of Project Site: Surveyor shall thru the duration (include minimum of 4 re-sets which will be used as needed at the direction of the CM) of the project in accordance with the contract documents, establish and maintain the vertical and horizontal controls required to allow for un-interrupted construction of the project.
- D. Grading: Surveyor shall provide in accordance with the contract documents, standard practice survey grade line and grade staking for clearing/over-excavation/re-compaction for all limits of construction, site contour staking, pad locations/blue top control, bottom and top elevations of all over excavation and re-compaction for rough grade for bottom of footings or slab foundations, over excavation and re-compaction for rough grade curb and staking for drive and parking including entry approaches.
- E. Building Layout-Foundations & Slab: Surveyor shall provide at a minimum in accordance with the contract documents the following survey work: top of slab (FF), Column lines and column locations, Anchor bolt embed locations and elevations for all structural steel including certification of location prior to concrete pour, Radius Concrete Layout for footings-Slabs and interior Walls, Gridlines, Canopy/Trellis Columns and Footings-Anchor Bolt Embed Locations/Elevations and Tie-ins to Slab and Foundation, Interior Ramps and Steps including height and slope.

- F. Utilities: Sewer, Water, Electrical, Gas, Fire Water, Storm Drain, Cable TV, Phone/Data and Irrigation. Each one of the utilities described will require at a minimum, one set each of Survey Stakes, showing the following information in order to construct the work in accordance with the Construction Documents: Station or Survey Number, Depth and/or Elevation, Type Of Utility, Location, Direction of Utility Run, Point of Connection, Invert Elevations, Man Hole Locations, Utility Box Locations, Laterals, Equipment Pad Locations, Fire Hydrants, Storm Drain Catch Basins or Area Drains, Drop Inlets, Fire Risers-Shut Offs, Back Flow Preventers, Fire Dept. Connections, Light Standards/Light Pole Bases, Street Lights, Site Lighting-Bollards, All Existing and New Utility Meter Boxes, Identification and Survey of All Existing Utilities and/or relocated Utilities as a part of demolition or tie in for New Work, Establishment and Maintenance of All Existing Property and Utility Lines.
- G. Site Work: Each one of the site work activities provided below as a guide will require at a minimum one set of Staking or Survey, showing locations, elevations, bench marks, grade lines and contours, curvature, corner and angle points, grade breaks and driveway controls, sidewalk/retaining wall slope- grade and elevation controls, Rough Grade-Fine Grade and Finish Surface Controls for all Site Work and Landscaping, Water Flow or Slope of Finish Surfaces, Establishment and Maintenance of Property Lines and any other Survey information required to complete the work in accordance with the Construction Documents: The items of work for the site include but are not limited to: Curbs and Gutter, Sidewalks and Steps of Any Kind, Footings or Foundations of Any Kind, ADA Pedestrian/Handicap Ramps or other Ramps of Any Kind, Ribbon Gutters, Driveway and Street Entries and Approaches, CMU Site or Concrete Retaining Walls and Footings, Trash Enclosures, Asphalt Paving , Concrete Paving, Radius Concrete Lay Out of Any Kind, Pilasters and Concrete Columns, Pergola and Covered Canopy Columns and Supports , Embed/Anchor Bolt Locations/Elevations Required for Any Site Work Scopes, Gates and Gate Columns, Curb & Gutter to Catch Basin Tie Ins, Ornamental Iron Fence and Gate Assembly Locations-Elevations, Raised Concrete Planters, Concrete Columns, Bollards.
- H. This Project requires special phasing/sequencing and site access requirements in order to remain in operation during construction.
- I. All costs associated with additional staking or survey if required will be the responsibility of the requesting Trade Contractor.
- J. Once Stakes are installed, it is the responsibility of each trade contractor to protect their requested staking. All costs for re-staking shall be the responsibility of the requesting trade contractor.

- K. Provide cost per hour fully burdened for survey crew and office personnel.
- L. Surveyor upon the completion of the project shall provide a minimum of 3 certified sets of Survey record drawings.