

AGREEMENT BIBLIOGRAPHY

Agreement With:	PENCO Engineering, Inc.
Agreement Type:	Land surveying services on an as needed basis
Date Approved:	06 25 2013
Start Date:	06 25 2013
End Date:	06 24 2016
Contract Amount:	\$200,000
Comments:	Public Works/Engineering
Insurance Expiration:	07 21 2014
Date Archived:	Archived on 03/20/2014



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

August 1, 2013

PENCO Engineering, Inc.
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

Enclosed for your file is a copy of the Agreement by and between the City of Garden Grove and PENCO Engineering Inc., to provide on-call survey services on an "as-needed" basis as requested for various projects.

The Agreement was approved by the City Council on June 25, 2013.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works/Engineering

CONSULTANT AGREEMENT

Penco Engineering, Inc.

THIS AGREEMENT is made this **25th** day of **June** 2013, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Penco Engineering, Inc., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated June 25, 2013.
2. CITY desires to utilize the services of CONSULTANT to provide on-call survey services.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$200,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. 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. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;
 - (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion,

sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Penco Engineering, Inc.
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

(b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
Kamyar Dibaj, EIT	City of Garden Grove
City of Garden Grove	P.O. Box 3070
P.O. Box 3070	Garden Grove, CA 92840
Garden Grove, CA 92840	

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

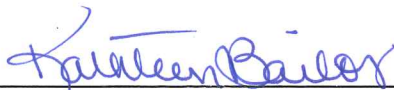
IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: July 24, 2013

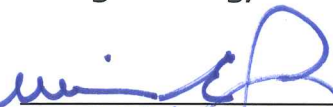
By: 
City Manager

ATTEST


City Clerk

Dated: July 31, 2013

**"CONSULTANT"
Penco Engineering, Inc.**

By: 
Title: Vice President, Survey and Mapping

Dated: July 2, 2013

APPROVED AS TO FORM:


Garden Grove City Attorney

Dated: 6/18, 2013

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

7/19/2013

PRODUCER
 Dealey, Renton & Associates
 P. O. Box 10550
 Santa Ana CA 92711-0550
Lisa Fookes
714-427-3482
Robin Lee
LFookes@INSDRA.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 PENCO Engineering, Inc.
 16842 Von Karman Avenue, Suite 150
 Irvine CA 92606

(A)(L)(L)

INSURER A: Fireman's Fund Insurance Co. *A, XV*
 INSURER B: Everest National Ins Co *A, XV*
 INSURER C: Hartford Ins. Co of Midwest *A, XV*
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AZC80876923	7/21/2013	7/21/2014	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AZC80876923	7/21/2013	7/21/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	AZC80876923	7/21/2013	7/21/2014	EACH OCCURRENCE	\$1,000,000
					AGGREGATE	\$1,000,000
					Professional Liability is	\$
					Excluded	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	72WEGDZ3753	7/21/2013	7/21/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	OTHER Professional Liability Claims Made	79AE002071131	7/21/2013	7/21/2014	Per Claim	\$1,000,000
					Ann'l Aggr	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors Included as respects to General Liability.

Re: On Call Services Agreement.

City of Garden Grove, its officers, officials, agents, employees and volunteers are additional insured as respects to See Attached...

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Paymnt of Prem

City of Garden Grove,
 Rosemarie Jacot, Engineering Div./Public Works
 11222 Acacia Parkway
 Garden Grove CA 92842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karin Phoro

Reviewed and approved as to insurance language and/or requirements.

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Heidi m. Jay
 Risk Management
 7-23-13 * For this Agreement only. * e-mail
 Auto is covered under GL Endorsement. see Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL as required by written contract. Waiver of Subrogation or Rights applies to Workers' Compensation policy only as required by a written signed contract prior to any loss occurring.

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE
FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management

7-23-13

Zimbra

heidij@ci.garden-grove.ca.us

Penco Engineering / On-Call Services Agreement

From : Lisa Fookes <LFookes@INSDRA.com>
Subject : Penco Engineering / On-Call Services Agreement
To : Heidij@garden-grove.org
Cc : Fiona Taing <FTaing@pencoeng.com>

Tue, Jul 23, 2013 10:43 AM

1 attachment

Hi Heidi,

You had called me today requesting and Auto Additional Insured Endorsement. Confirming our conversation, I had informed you that the attached Additional Insured Endorsement applies to Penco Engineering's General Liability and Automobile Liability coverage.

7-23-13

I believe you will find everything in order.

Kindest regards,

Lisa Shimizu-Fookes, CISR
Associate Account Manager

For Robin Lee
Dealey, Renton & Associates
License #0020739

P.O. Box 10550, Santa Ana, CA 92711-0550
Email: lfookes@insdra.com

Direct (714) 427-3482 / Office (714) 427-6810 Ext. 223 / Fax (714) 427-6818
www.dealeyrenton.com

Please note that insurance coverage cannot be bound or amended without written confirmation from an agency representative.

Confidentiality Notice: This message contains information that may be confidential and/or privileged. If you are not the intended recipient, you should not use, copy, disclose, distribute or take any action based on this message. Please advise the sender if you received this message in error.

 **City of Garden Grove.pdf**
491 KB

Zimbra

heidij@ci.garden-grove.ca.us

Re: Penco Engineering / On-Call Services Agreement

From : Heidi Janz <heidij@ci.garden-grove.ca.us>
Subject : Re: Penco Engineering / On-Call Services Agreement
To : Lisa Fookes <LFookes@INSDRA.com>
Cc : Fiona Taing <FTaing@pencoeng.com>, Heidij@garden-grove.org

Tue, Jul 23, 2013 12:52 PM

Thank you Lisa, I appreciate your help.

Heidi

Heidi Janz
Risk Management
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070

Phone: 714-741-5019
Fax: 714-741-5205
E-mail: heidij@garden-grove.org
Certificate E-mail: insurance@ci.garden-grove.ca.us

From: "Lisa Fookes" <LFookes@INSDRA.com>
To: Heidij@garden-grove.org
Cc: "Fiona Taing" <FTaing@pencoeng.com>
Sent: Tuesday, July 23, 2013 10:43:48 AM
Subject: Penco Engineering / On-Call Services Agreement

Hi Heidi,

You had called me today requesting and Auto Additional Insured Endorsement. Confirming our conversation, I had informed you that the attached Additional Insured Endorsement applies to Penco Engineering's General Liability and Automobile Liability coverage.

I believe you will find everything in order.

Kindest regards,
Lisa Shimizu-Fookes, CISR
Associate Account Manager

For Robin Lee

Dealey, Renton & Associates

License #0020739

P.O. Box 10550, Santa Ana, CA 92711-0550

Email: lfookes@insdra.com

Direct (714) 427-3482 / Office (714) 427-6810 Ext. 223 / Fax (714) 427-6818

www.dealeyrenton.com

Please note that insurance coverage cannot be bound or amended without written confirmation from an agency representative.

Confidentiality Notice: This message contains information that may be confidential and/or privileged. If you are not the intended recipient, you should not use, copy, disclose, distribute or take any action based on this message. Please advise the sender if you received this message in error.

CONTRACTS FOR ON-CALL LAND SURVEYING SERVICES TO BRUCE HALL LAND SURVEYOR, INC., KDM MERIDIAN SURVEYING MAPPING AND LAND SERVICES, AND PENCO ENGINEERING, INC. (F: 55-Bruce Hall Land Surveyor, Inc.)(F: 55-KDM Meridian Surveying Mapping and Land Services) (F: 55-Penco Engineering, Inc.)

It was moved by Council Member Nguyen, seconded by Council Member Jones that:

The contracts for on-call land surveying services be awarded to: 1) Bruce Hall Land Surveyor, Inc., 2) KDM Meridian Surveying, Mapping and Land Services, and 3) Penco Engineering, Inc., in an amount not to exceed \$200,000 each; and

The City Manager be authorized to execute the contracts on behalf of the City, and to make minor modifications as appropriate thereto.

The motion carried by a 4-0-1 vote as follows:

Ayes:	(4)	Jones, Nguyen, Phan, Broadwater
Noes:	(0)	None
Absent	(1)	Beard

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: AWARD OF CONTRACTS FOR ON-CALL PROFESSIONAL LAND SURVEYING SERVICES TO 1) BRUCE HALL LAND SURVEYOR, INC.; 2) KDM MERIDIAN SURVEYING, MAPPING AND LAND SERVICES; AND 3) PENCO ENGINEERING INC.

From: William E. Murray
Dept: Public Works
Date: June 25, 2013

OBJECTIVE

To receive City Council approval of three contracts for on call services to provide land surveying and related services on an as-needed basis. 1) Bruce Hall Land Surveyor, Inc.; 2) KDM Meridian Surveying, Mapping and Land Services; and 3) Penco Engineering, Inc.,

BACKGROUND

The City of Garden Grove does not currently have a surveyor on staff and therefore needs to contract with outside consultants to meet the various surveying needs of City projects.

DISCUSSION

The City of Garden Grove has various divisions requiring survey services; Streets & Storms Drains, Water, Sanitary District, Real Property, and occasionally Community Development. Historically, the primary demand comes from the capital projects that need design and construction staking surveys. However, there is also a need for reviewing tract and parcel maps, reviewing right-of-way acquisition maps and preparing legal descriptions.

Staff sent out four requests for proposal to survey firms for on-call survey services and four proposals were received. A panel consisting of four staff members rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, Bruce Hall Land Surveyor, Inc., KDM Meridian Surveying, Mapping and Land Services, Inc., and Penco Engineering, Inc. were rated the highest. The following is a summary of the rating:

AWARD OF CONTRACTS FOR ON-CALL PROFESSIONIAL LAND SURVEYING SERVICES

June 25, 2013

Page 2

	Bruce Hall	KDM Meridian	Penco-Engineering	Truxaw
RATER A	177.5	170.5	170.5	172.5
RATER B	187.5	184.5	185.25	173.5
RATER C	185	176	174.5	179.0
RATER D	168.5	174.5	168.0	169.5
TOTALS	718.5	705.5	698.5	694.5

FINANCIAL IMPACT

There is no financial impact to the General Fund. The services will be funded by the various projects requiring survey services. Each agreement will be established for a 3-year period in the amount not to exceed \$200,000, for a total not to exceed \$600,000 for three years.

RECOMMENDATION

Staff recommends that the City Council:

- Award contracts for on-call land surveying services each for 3 years to: 1) Bruce Hall Land Surveyor, Inc., 2) KDM Meridian Surveying, Mapping and Land Services, and 3) Penco Engineering, Inc. in an amount not to exceed \$200,000 each and;
- Authorize the City Manager to execute the contracts on behalf of the City, and to make minor modifications as appropriate thereto.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer

By: Kamyar Dibaj, EIT
Assistant Engineer

Recommended for Approval


Matthew Ferial
City Manager

- Attachment 1: Bruce Hall, Land Surveyor, Inc.
- Attachment 2: KDM Meridian Surveying, Mapping and Land Services
- Attachment 3: Penco Engineering, Inc.
- Attachment 4: Rating Sheets