

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
HUNSAKER & ASSOCIATES, INC.  
FOR  
ON-CALL WATER ENGINEERING, WASTEWATER ENGINEERING,  
STORMWATER ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and HUNSAKER & ASSOCIATES, INC., a California corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call water engineering, wastewater engineering, stormwater engineering and consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Doug Staley who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than 3 years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Dollars (\$1,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and 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.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

#### 10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Andy Ferrigno  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Hunsaker & Associates, Inc.  
Attn: Doug Staley  
3 Hughes  
Irvine, Ca 92618

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or



neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
HUNSAKER & ASSOCIATES, INC.

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: *Douglas Staley*  
DOUGLAS STALEY  
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: *Kenneth Karpis*  
KENNETH KARPIS  
print name EX VP/PRINCIPAL

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:  
*[Signature]*  
Director of Public Works

REVIEWED AND APPROVED:  
\_\_\_\_\_  
City Manager

**COUNTERPART**

APPROVED AS TO FORM:  
*[Signature]*  
City Attorney

## EXHIBIT "A"

### A. STATEMENT OF WORK: (Narrative of work to be performed)

In general, the Consultant shall perform consulting services on an "on-call" basis for projects assigned by the City. If the Consultant does not have the ability to self-perform all aspects of the scope of services, then the Consultant shall subcontract for those services. The scope of work for any one project may involve all phases of project development and may include but is not limited to the following:

#### A. Water

##### Potable Water Pipeline Engineering

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of plans, specifications and estimates (PS&E) packages for water pipeline design or other related water improvements.
- Establish pipeline size requirements and limits with City staff. Submit hydraulic calculations signed and stamped by the engineer.
- Soil corrosion potential analysis and cathodic protection system requirements.
- Develop typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), State Water Resources Control Board (SWRCB) division of drinking water and other separation requirements, pavement limits, surface improvements, traffic striping, travel lane limits, existing and other proposed utilities, existing and proposed easements, etc.
- Develop and execute potholing plan specific to the project.
- Select pipe material, class or thickness, linings and coatings, joint design, thrust restraint, bedding and compaction requirements, etc.
- Determine location, type and sizing of blow offs, air valves, isolations valves and other appurtenances.
- Provide construction support services.
- Provide Development Review Water Plan Check Services.
- Provide record drawings.

##### Potable Water (Production), Wells, Reservoirs, and Pressure Regulating Facilities

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of PS&E packages for water production infrastructure including but not limited to wells, reservoirs, pressure control stations, turnouts and metering.
- Establish facility sizing requirements and limits with City staff. Submit hydraulic calculations including system curve development, pump selection, pipe and appurtenance sizing, reservoir floor and high water elevations (etc.), and transient evaluation signed and stamped by the engineer.

- Preliminary Design Report. Prepare a preliminary design report (PDR) which includes all of the design assumptions, materials and evaluation of alternatives for the project in a cost effective manner. During the PDR development, the Consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The Consultant shall document all decisions in the report.
- Provide survey, structural, mechanical and architectural design services.
- Provide electrical, control and SCADA design services.
- Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- Provide environmental and other regulatory permitting requirements.
- Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings.
- Provide construction support services.
- Provide record drawings

#### Potable Water Master Plan Update and Water Financial Plan Update

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of water master plan
- Preparation of water master plan financial plan update

#### B. Wastewater (Sanitary Sewer):

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of PS&E packages for wastewater system infrastructure including but not limited to pipelines, lift stations, force mains, hydraulic calculations, mechanical, electrical and control, structural, etc. for review and comment to the City or other related improvements.
- The City plans on replacing one wastewater lift station per year, so an emphasis on this type of project experience is recommended.
- Establish pipeline size requirements and limits with City staff.
- Conduct preliminary alignment evaluations and recommend preferred alignment(s).
- Conduct site and field investigations to verify locations of existing and proposed facilities.
- Provide utility and agency coordination.
- Develop and execute potholing plan specific to the project.
- Select pipe material, class or thickness, linings and coatings, joint design, bedding and compaction requirements, etc.
- Determine location, type and sizing of manholes.
- Develop project specific details and specifications for all points of connection including materials, transitions, phasing, and/or bypass requirements.
- Provide construction support services.

- Provide record drawings.

#### Wastewater Master Plan Update

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of wastewater master plan update

#### C. Stormwater:

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Preparation of PS&E packages for stormwater system infrastructure including but not limited to pipelines, pump stations, force mains, hydraulic calculations, mechanical, electrical and control, structural, etc. for review and comment to the City or other related improvements.

#### B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. Respond to a request for a task order for a project as defined by the City. Provide a time and materials cost proposal to the City to complete the task order. The time and material quote shall be based upon the Payment Schedule provided within Exhibit B.

2. Provide experienced personnel, equipment, and facilities to complete the task orders in accordance with the time and material cost proposal.

#### C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish a task order or scope of work request and provide general direction as needed for each project assigned.

2. Furnish available record drawings of existing facilities within the City's jurisdiction.

3. Furnish templates of construction plans and specifications acceptable to the City.

#### D. WORK PROGRAM/PROJECT SCHEDULE:

As this is an on call and as needed professional service contract, there is no defined schedule.



## SCHEDULE OF RATES

<b>Office Staff Schedule</b>	<b>7/1/20 – 6/30/21</b>	<b>Adjusted Rates</b>
	<b>Present Rates</b>	<b>for this Contract</b>
		<b>(to hold for 3 years)</b>
Principal .....	\$196/Hour	<b>\$196/hour</b>
Technical Office Staff .....	\$150/Hour	<b>\$150/hour</b>

## Prevailing Wage-Union Schedule

Field Survey One-Person Crew .	\$210/Hour	<b>\$223/Hour</b>
Field Survey Two-Person Crew .	\$268/Hour	<b>\$284/Hour</b>
Field Survey 3-Person Crew .....	\$328/Hour	<b>\$348/Hour</b>

The above rates are for all professional staff and will be valid for the 3-year contract as noted above. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 10% when invoiced through Hunsaker & Associates Irvine, Inc.

All travel lodging, meals, onsite transportation, auto, or truck rental and fuel costs are reimbursable to H&A at cost plus 10% in addition to the stated fees.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee will be charged on any unpaid balance. The rates for this contract are subject to an increase on at the end of the 3-year contract period.



HUNS&AS-01

MCGRAWM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	<b>CONTACT NAME:</b> Erica Wilson		
	<b>PHONE (A/C, No, Ext):</b> (858) 754-0063 50233	<b>FAX (A/C, No):</b> (619) 574-6288	
<b>E-MAIL ADDRESS:</b> Erica.Wilson@ioausa.com			
<b>INSURED</b> Hunsaker & Associates, Inc. Hunsaker & Associates Irvine, Inc. 3 Hughes Irvine, CA 92618	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> RLI Insurance Company		<b>13056</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab.</b>			RDP0040971	10/1/2020	10/1/2021	<b>Per Claim</b> 2,000,000
A	<b>Ded.: \$10K Per Claim</b>			RDP0040971	10/1/2020	10/1/2021	<b>Aggregate</b> 4,000,000

APPROVED AS TO FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: On-Call Water Engineering, Wastewater Engineering, Stormwater Engineering & Professional Consulting Services  
Proof of Professional Liability Insurance

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

<b>CERTIFICATE HOLDER</b>       City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CITY OF HUNTINGTON BEACH

## Public Works Department

Sean Crumby, PE  
Director of Public Works

### **Summary of Award for Professional Services Contracts for On-Call Water Engineering, Wastewater Engineering and Stormwater Engineering and Consulting Services.**

The request for proposal was advertised on Planet Bids on 11/06/2020. Approximately one thousand bidders were notified (refer to the attached bid summary from Planet Bids).

The following eighteen firms submitted statements of qualification in response to request for proposal.

Atkins North America, INc.  
Cannon Corporation  
Civiltec Engineering, Inc.  
Dahl, Taylor and Associates, Inc.  
DRP Engineering, Inc.  
Geosyntec Consultants  
GHD Inc.  
Huitt-Zollars, Inc.  
Hunsaker & Associates Irvine, Inc.  
kleinfelder inc.  
LEE & RO, Inc.  
Michael Baker International, Inc.  
NV5, Inc.  
Pacific Advanced Civil Engineering, Inc.  
Project Partners, Inc.  
Richard Brady & Associates  
SA Associates  
Tetra Tech

The selection of the Professional Services Contracts for On-Call Water Engineering, Wastewater Engineering and Stormwater Engineering and Consulting Services was in compliance with the Huntington Beach Municipal Code Section 3.03.04 Selection Guidelines.

## Bid Detail

Project Title RFQ On-Call Water, Wastewater and Stormwater Engineering Consulting Services  
 Invitation # 2020-1215  
 Bid Posting Date 11/06/2020 11:55 AM (PDT)  
 Project Stage Closed  
 Bid Due Date 12/15/2020 4:00 PM (PDT)  
 Response Format Electronic only  
 Link to Project on <https://pbsystem.planetbids.com/portal/15340/bo/bo-detail/78045>  
 Public Site  
 Reference ID

Project Type RFQual (Request for Qualification)  
 Response Types Cost File  
 Proposal-excluding cost file (required)  
 Type of Award Lump Sum  
 Categories 91842 - Engineering Consulting  
 91897 - Utilities: Gas, Water, Electric Consulting  
 92500 - Engineering Services, Professional

### License Requirements

Restriction None  
 Restricted To

Department Finance  
 Address 2000 Main Street  
 Huntington Beach, California  
 County Orange

Bid Valid  
 Liquidated Damages  
 Target Bid Amount  
 Estimated Bid Value  
 Start/Delivery Date April 2021  
 Project Duration 3 Years  
 Prevailing Wage No  
 Cooperative Bid No  
 Piggy-backable No  
 eBid Notes

## Bid Bond

Bid Bond 0.00%  
 Payment Bond 0.00%  
 Performance Bond 0.00%

## Pre-Bid Meeting Information

Pre-Bid Meeting No

## Online Q&A

Online Q&A Yes  
 Q&A Deadline 11/20/2020 5:00 PM (PDT)

## Contact Information

Contact Info Glynis Litvak - 714-536-5506  
 glynis.litvak@surfcity-hb.org  
 Bids to  
 Owner's Agent

## Description

Scope of Services The City of Huntington Beach is seeking qualifications from Water, Wastewater and Stormwater Engineering firms. Prevailing firms will provide on call consulting services for projects to be determined during the term of the contract. The City will issue task orders for each project based on scope, qualifications, work schedule and fee. For task orders greater than \$50,000 the City will typically solicit proposals for 2 or more qualified consultants.

Other Details  
 Notes  
 Special Notices  
 Local Programs &  
 Policies

## Documents

File Title	File Name	Status
RFQ Documents-Engineering Consultants	Huntington Beach_RFQ_On-Call_Water_Sewer_Final.pdf	On Server
Download Cost	\$0.00	

## Vendor Notification

BidBroadcast 250 **external** vendors notified  
Notifications

Agency Notifications 757 **City of Huntington Beach** vendors notified

11/06/2020 11:55 AM (PDT) 711 vendors notified

Vendors

- CAL PACIFIC LAND SERVICES, INC. (101182)
- Hunsaker & Associates Irvine, Inc. (101185)
- Guida Surveying Inc. (101216)
- Cannon Corporation (101217)
- Coast Surveying, Inc. (101226)
- CalRecovery, Inc. (101228)
- Geocon West, Inc. (101231)
- Michael Baker International, Inc. (101237)
- Pfeiler and Associates Engineers, Inc (101248)
- California Property Specialists, Inc. (101250)
- Fusco Engineering, Inc. (101260)
- Jacobs Associates (101263)
- Psomas (101266)
- URBAN RESOURCE (101279)
- GeoMat Testing Laboratories, Inc. (101307)
- GCM Consulting, Inc. (101335)
- SB&O, Inc. (101382)
- BMS Communications inc (101384)
- Stantec Consulting Services Inc (101440)
- RRM Design Group (101465)
- PacRim Engineering (101603)
- Converse Consultants (101642)
- Myers Houghton & Partners, Inc. (101860)
- Stantec Consulting Services Inc. (101865)
- David Taussig & Associates (101960)
- AESCO, Inc. (102090)
- IDS Group, Inc. (102274)
- Stantec Consulting Services, Inc (102288)
- Albus-Keefe & Associates, Inc. (102452)
- ENGlobal (102698)
- Christiansen Pipeline, Inc. (111901)
- Ninyo & Moore (124895)
- The Reynolds Group (125195)
- CAB Engineers, Inc. (127450)
- Aufbau Corp. (131147)
- LSA Associates, Inc. (131391)
- DKS Associates (131404)
- The Wild Horse Group (131455)
- FPL & Associates, Inc. (131564)
- UltraSystems Environmental | DBE/WBE/SBE (131609)
- Sam Schwartz Engineering (141117)
- Outsell Consulting LLC (141130)
- Professional Service Industries (141133)
- Sequoia Consultants (148176)
- Lewellyn Technology (155508)
- Xyon Business Solutions, Inc. (155691)
- Environmental Systems Research Institute, Inc (155767)
- Lionakis (156417)
- CSG Consultants, Inc. (160448)
- CES Group (177596)
- AndersonPenna Partners, Inc. (178015)