



# City of Huntington Beach

APPROVED 7-0

File #: 18-363

MEETING DATE: 10/1/2018

## REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Fred A. Wilson, City Manager

**PREPARED BY:** Ursula Luna-Reynosa, Director of Community Development

**Subject:**

Approve and authorize the Mayor and City Clerk to execute Professional Services Contracts for As Needed Building Plan Review Services with CSG Consultants, Inc., in the amount of \$550,000; and, West Coast Code Consultants, Inc., in the amount of \$200,000; and, approve an increase in the Community Development Department's Professional Services listing Authority by \$500,000

**Statement of Issue:**

Transmitted for City Council's consideration is a request to enter into a Professional Services Contract with CSG Consultants, Inc. and West Coast Code Consultants, Inc. to provide plan review services.

**Financial Impact:**

Both contracts are for a three (3) year term. The contract with CSG Consultants, Inc. is for \$550,000 and the contract with West Coast Code Consultants, Inc. is for \$200,000 for a total of \$750,000 over three years. Year one will commence during FY18/19 and \$250,000 is budgeted and available as part of the FY18/19 Community Development approved budget in business unit 10060501. Year two will commence during FY19/20 and \$230,000 will be funded from FY19/20 Community Development proposed budget and projected salary savings of \$20,000. Year three will commence during FY20/21 and \$250,000 will be funded from the FY20/21 proposed budget and salary savings.

**Recommended Action:**

A) Approve the increase in the Community Development Department's professional services listing authority by \$500,000 for plan check services to ensure compliance with Administrative Regulation Number 228, Section 7.1; and,

B) Approve and authorize the Mayor and City Clerk to execute a three (3) Year "Professional Services Contract between the City of Huntington Beach and CSG Consultants, Inc. for Building Plan Review Services" in the amount of Five Hundred and Fifty Thousand Dollars (\$550,000), as prepared

*See separate file*

and approved by the City Attorney; and,

C) Approve and authorize the Mayor and City Clerk to execute a three (3) Year "Professional Services Contract between the City of Huntington Beach and West Coast Code Consultants, Inc. for Building Plan Review Services" in the amount of Two Hundred Thousand Dollars (\$200,000), as prepared and approved by the City Attorney.

**Alternative Action(s):**

1. Deny the contracts and direct staff accordingly.

**Analysis:**

Applicants who desire to construct projects within the City must submit plans for review to ensure compliance with the California State Building Code (the "CBO"). Applicants pay fees for this service and expect reasonable turnaround times. The City currently only has one in-house plan checker who is not a licensed engineer. This staffing level is not sufficient to respond to the amount of activity in a timely manner. At one time, the City had three in-house plan checkers, one of which was a licensed structural engineer. Development activity has been at historically high levels in recent years, but economic forecasts seem to suggest that a slowdown may be eminent. Supplementing with professional services provided by engineering consultants allows the City to be nimble in the event of a decreased demand for services.

On September 8, 2015, the City approved a three (3) year, five hundred thousand dollars (\$500,000) professional services contract with CSG Consultants, Inc. for Building Plan Review Services. Subsequently, that contract was amended one time to increase the limit of the contract by \$340,000, and has now expired. It is necessary to enter into a new agreement in order to provide building plan check services.

**Consultant Selection Process**

Utilizing City procurement procedures, Staff solicited proposals for building plan check services. Twelve (12) bid responses were received. Proposals were then evaluated and ranked by three (3) staff members within the Community Development and Fire Departments. Of the 12 consultant proposals received, staff plans to award agreements to two firms based on the experience and qualifications of those firms.

CSG Consultants, Inc. has supplied building plan review services to the City over the last eight years, is well respected in the industry, and has a proven track record of providing exceptional service for the City. West Coast Code Consultants, Inc. will be a second source for Building Plan Review Services as they are priced competitively and are respected in the industry. Staff recommends the City Council approve and authorize the Mayor and City Clerk to execute: 1) a professional services contract with CSG Consultants, Inc. in the amount of \$550,000; and, 2) a professional services contract with West Coast Code Consultants, Inc. in the amount of \$200,000.

**Environmental Status:**

The request is exempt pursuant to Section 15061(b) (3) of the California Environmental Quality Act.

**Strategic Plan Goal:**

Improve quality of life

**Attachment(s):**

1. Professional Services Contract between the City of Huntington Beach and CSG Consultants, Inc. for Building Plan Review Services
2. Professional Services Contract between the City of Huntington Beach and West Coast Code Consultants, Inc. for Building Plan Review Services
3. Professional Services Analysis Forms



PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WEST COAST CODE CONSULTANTS, INC.  
FOR  
BUILDING PLAN REVIEW 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 West Coast Code Consultants, Inc, a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform professional plan review 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 Giyan A. Senaratne 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 October 1, 2018 (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 45 days 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 TWO HUNDRED THOUSAND Dollars (\$200,000).

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

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.

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: Ursula Luna-Reynosa  
Director of Community Development  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

West Coast Code Consultants, Inc.  
Giyana A. Senaratne  
2400 Camino Ramon, Suite 240  
San Ramon, CA 94583  
giyan@wc-3.com

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,

West Coast Code Consultants, Inc  
COMPANY NAME

By:   
\_\_\_\_\_  
Guyan Senaratne  
print name

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

AND

By:   
\_\_\_\_\_  
Guyan Senaratne  
print name

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

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

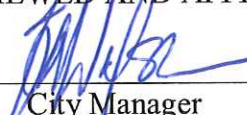
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk 10/3/18 

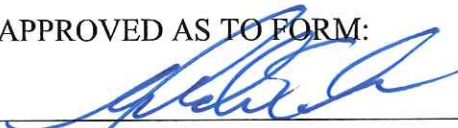
INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Community Development

REVIEWED AND APPROVED:

  
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

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

California Code of Regulations, Title 24

Part 1 California Building Standards Administrative Code

Part 2 California Building Code

Part 2.5 California Residential Building Code

Part 3 California Electrical Code

Part 4 California Mechanical Code

Part 5 California Plumbing Code

Part 6 California Energy Code

Part 7 (No longer published in Title 24. See Title 8, CCR)

Part 8 California Historical Building Code

Part 9 California Fire Code

Part 10 California Existing Building Code

Part 11 California Green Building Standards Code

Part 12 California Reference Standards Code

Huntington Beach Municipal Code

Noise Attenuation and local requirements

Federal Flood Plan Regulations (FEMA)

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. West Coast Code Consultants shall pay all wages to its plan reviewers who are subject to this agreement.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. City shall quality control calculations by West Coast Code Consultants, Inc.

D. WORK PROGRAM/PROJECT SCHEDULE:

1. City to provide plans for plan review on an as need basis.



## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

Certified Plan Review	\$100.00 per hour
Structural Plan Review/Prof Engineer	\$110.00 per hour
Structural Plan Review/Structural Eng	\$130.00 per hour
Permit Technician	\$ 65.00 per hour
Offsite Plan review Services	65% of the City's Plan Check Fee Collected

B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be

unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WEST COAST CODE CONSULTANTS, INC.  
FOR  
BUILDING PLAN REVIEW SERVICES

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/6/2018

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> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739	<b>CONTACT NAME:</b> Alison Olsen <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>E-MAIL ADDRESS:</b> Insurance.Certificates@Dealeyrenton.com	<b>FAX (A/C, No):</b> 510-452-2193	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> West Coast Code Consultants, Inc. 2400 Camino Ramon, Ste. 240 San Ramon, CA 94583 925-275-1700	<b>INSURER A:</b> Travelers Property Casualty Co of Ameri		<b>NAIC #</b> 25674
	<b>INSURER B:</b> Travelers Indemnity Co. of Connecticut		25682
	<b>INSURER C:</b> Continental Casualty Company		20443
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 1428017932                      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	680007K831631	4/28/2018	4/28/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA7K835875 By: <i>Scott Field Sr</i> <b>MICHAEL E. GATES</b> <b>CITY ATTORNEY</b> <b>CITY OF HUNTINGTON BEACH</b> <i>9/7/16</i>	4/28/2018	4/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP7K838484	4/28/2018	4/28/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB007K838122	4/28/2018	4/28/2019	<input checked="" type="checkbox"/> PER STATUTE <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
C	Professional Liability			MCH591900192	4/28/2018	4/28/2019	\$1,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Umbrella Liability policy is follow-form to underlying General Liability/Auto Liability/Employers Liability.  
All Operations of the Named Insured - City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.

### CERTIFICATE HOLDER

### CANCELLATION 30 Day Notice of Cancellation

City of Huntington Beach  
Community Development  
2000 Main Street  
Huntington Beach CA 92648

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

*Alison Olsen*

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POLICY NUMBER: 680007K831631

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization, except any architect, engineer or surveyor, that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract described in the Names of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: 680007K831631

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization, except any architect, engineer or surveyor, that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable written contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO  
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

POLICY NUMBER: 680007K831631

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> West Coast Code Consultants, Inc.</p> <p><b>Endorsement Effective Date:</b> 4/28/2018</p>
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**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> All Operations of the Named Insured -- City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76(00) — 001**

POLICY NUMBER: UB007K838122

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City of Huntington Beach  
Community Development  
2000 Main Street  
Huntington Beach CA 92648

**Job Description**

All Operations of the Named Insured -- City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers

**DATE OF ISSUE: 9/6/2018**

**ST ASSIGN: CA**

017106

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Plan Check

**SERVICE DESCRIPTION:** Review construction documents for compliance with the California Building Code

**VENDOR:** CSG Consultants, Inc.

**OVERALL RANKING:** 1 out of 11

**SUBJECT MATTER EXPERTS/RATERS:**

*(1. Inspection Supervisor 2. Inspection Supervisor 3. Fire Protection Analyst)*

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Avg. of 1198

CSG Consultants, Inc - Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
Compliance with RFP Requirements	130	150
Technical Approach-Understanding of Project	240	300
Qualifications & experience of firm	325	375
Recent experience of firm - similar scope	260	300
Cost/Price	180	300
References	60	25
Local Vendor Preference - BONUS	3	5
<b>Total</b>	<b>1198</b>	<b>1455</b>

**II. DUE DILIGENCE REVIEW**

- References: Clients such as City of Anaheim, La Habra, & Azusa

CSG Consultants, Inc - Summary of Review
CSG Consultants, Inc has extensive experience and appropriate staffing in city's needed services

CSG Consultants, Inc - Pricing
Low end from \$95/hr for Plan Checker
High end from \$125/hr for Plan Checker

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Plan Check

**SERVICE DESCRIPTION:** Review construction documents for compliance with the California Building Code

**VENDOR:** West Coast Code Consultants (WC3)

**OVERALL RANKING:** 3 of 11

**SUBJECT MATTER EXPERTS/RATERS:**

*(1. Inspection Supervisor 2. Inspection Supervisor 3. Fire Protection Analyst)*

### III. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 1092

<b>WC3 - Minimum Qualifications Review</b>		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
Compliance with RFP Requirements	90	150
Technical Approach-Understanding of Project	220	300
Qualifications & experience of firm	300	375
Recent experience of firm - similar scope	240	300
Cost/Price	180	300
References	60	25
Local Vendor Preference - BONUS	2	5
<b>Total</b>	<b>1092</b>	<b>1455</b>

### IV. DUE DILIGENCE REVIEW

- References: Clients such as County of San Diego, Sonoma, & Emeryville

<b>WC3 - Summary of Review</b>
West Coast Code Consultants has extensive experience and appropriate staffing in city's needed services

<b>WC3 - Pricing</b>
Low end from \$100/hr for Plan Checker
High end from \$130/hr for Plan Checker



**PROFESSIONAL SERVICE AWARD ANALYSIS**

**SERVICE:** On-Call Plan Check

**SERVICE DESCRIPTION:** Review construction documents for compliance with the California Building Code

**VENDOR #3**

**OVERALL RANKING:** 2 of 11

**SUBJECT MATTER EXPERTS/RATERS:**

*(1. Inspection Supervisor 2. Inspection Supervisor 3. Fire Protection Analyst)*

**V. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Avg. of 1154

Vendor #3 - Minimum Qualifications Review		
<b>Criteria</b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
Compliance with RFP Requirements	100	150
Technical Approach-Understanding of Project	240	300
Qualifications & experience of firm	250	375
Recent experience of firm - similar scope	260	300
Cost/Price	240	300
References	60	25
Local Vendor Preference - BONUS	4	5
<b>Total</b>	<b>1154</b>	<b>1455</b>

**VI. DUE DILIGENCE REVIEW**

- References: Clients such as City of Whittier, Fontana, & Ventura

Vendor #3 - Summary of Review
Vendor has some experience and staffing in city's needed services, however references provided were recently acquired contracts. Vendor did not fully demonstrate capacity to handle multiple jurisdictions with the added volume of work from our city.

Vendor #3-Pricing
Low end from \$90/hr for Plan Reviewer
High end from \$120/hr for Plan Reviewer

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Plan Check

**SERVICE DESCRIPTION:** Review construction documents for compliance with the California Building Code

**VENDOR:** CSG Consultants, Inc.

**OVERALL RANKING:** 1 out of 11

**SUBJECT MATTER EXPERTS/RATERS:**

*(1. Inspection Supervisor 2. Inspection Supervisor 3. Fire Protection Analyst)*

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Avg. of 1198

CSG Consultants, Inc - Minimum Qualifications Review		
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Technical Approach-Understanding of Project	240	300
Qualifications & experience of firm	325	375
Recent experience of firm - similar scope	260	300
Cost/Price	180	300
References	60	25
Local Vendor Preference - BONUS	3	5
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## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Plan Check

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**SERVICE:** On-Call Plan Check

**SERVICE DESCRIPTION:** Review construction documents for compliance with the California Building Code

**VENDOR #3**

**OVERALL RANKING:** 2 of 11

**SUBJECT MATTER EXPERTS/RATERS:**

*(1. Inspection Supervisor 2. Inspection Supervisor 3. Fire Protection Analyst)*

**V. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Avg. of 1154

<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
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Technical Approach-Understanding of Project	240	300
Qualifications & experience of firm	250	375
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Cost/Price	240	300
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Local Vendor Preference - BONUS	4	5
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**VI. DUE DILIGENCE REVIEW**

- References: Clients such as City of Whittier, Fontana, & Ventura

**Vendor #3 - Summary of Review**

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Low end from \$90/hr for Plan Reviewer  
 High end from \$120/hr for Plan Reviewer



# City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ [www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

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**Office of the City Clerk**

**Robin Estanislau, City Clerk**

October 3, 2018

West Coast Code Consultants, Inc.  
Attn: Giyan A. Senaratne  
2400 Camino Ramon, Suite 240  
San Ramon, CA 94583

Dear Mr. Senaratne:

Enclosed is an original duplicate copy of the fully executed "Professional Services Contract between the City of Huntington Beach and West Code Consultants, Inc. for Building Plan Review Services."

Sincerely,

Robin Estanislau, CMC  
City Clerk

RE:ds

Enclosure