

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GHD, 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 GHD, 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 Greg Watanabe 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:

GHD, Inc.
Attn: Greg Watanabe
3760 Kilroy Airport Way
Long Beach, CA 90806

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

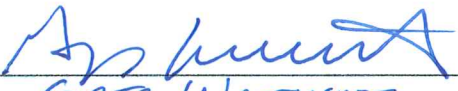
This Agreement shall be effective on the date of its approval by the City Council.

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,
GHD, INC.

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

By: 

GREG WATANABE
print name

Mayor

ITS: (circle one) Chairman/President Vice President

AND

City Clerk

By: 

J. DUNCAN FINDLAY
print name

INITIATED AND APPROVED:


Director of Public Works

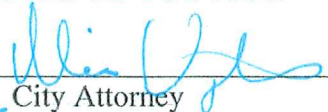
ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

COUNTERPART

City Manager

APPROVED AS TO FORM:



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.

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:

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.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall 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.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress 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.

4. 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.

Exhibit B



Rate Schedule

For services by GHD Inc.

Effective through June 30, 2021

Hourly Rates*

Principal-In-Charge / QA/QC	\$200 - 278
Senior Project Manager	\$190 - 265
Project Manager	\$175 - 225
Senior Engineer	\$160 - 220
Geologist/Hydrogeologist	\$130 - 235
Scientist/Technologist/Planner/Architect	\$115 - 235
Project Engineer	\$150 - 185
Staff Engineer	\$115 - 155
CADD Designer	\$ 90 - 175
Drafter	\$ 75 - 145
Project/Admin Assistant	\$ 70 - 85

Employee time will be billed in accordance with the fees listed above. Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, and fringe benefits. These rates are subject to change on a semi-annual basis. Professional employees will not be charged out at premium charge rates for overtime work.

Expert witness testimony; on any day when an employee is under oath, all chargeable time will be at double (2.0) the employee's normal rate as noted on the current fee schedule and all associated expenses will be invoiced at cost (no mark-up allowed).

Expenses and other similar project related costs are billed out at cost (no mark-up allowed). Mileage will be billed at \$.58 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. The services of outside consultants will be charged at cost (no mark-up allowed).

(*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc. in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor costs.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2021

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).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	INSURER A: Allied World Assurance Company US Inc NAIC #: 19489	
	INSURER B: Zurich American Insurance Company NAIC #: 16535	
	INSURER C: Beazley Insurance Company Inc NAIC #: 37540	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W19908841 **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0310-4497	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <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 Coll Ded: \$50c Comp Ded: \$250			BAP 3757423-05	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0380936-05	07/01/2020	07/01/2021	<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			V29594200201	12/01/2020	12/01/2021	Each Claim: APPROVED AS TO \$1,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GHD Project No.: 11220958, City of Huntington Beach As Needed Water, Sewer, And Stormwater.

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

The City, its officers, elected or appointed officials, employees, agents, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by contract or agreement.

CERTIFICATE HOLDER City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	CANCELLATION 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



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)