



HBSC PARTNERS, LLC
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PROPOSAL

OUTER ATHLETIC FIELD MAINTENANCE & PREPARATION

REQUEST FOR PROPOSAL
NO. 2022-0125

PROPOSED TO:
CITY OF HUNTINGTON BEACH



JAN
2022

About HBSC



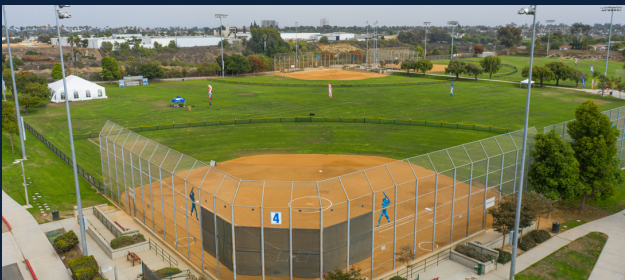
HBSC Partners, LLC is a partnership formed for the sole purpose of making the Huntington Beach Sports Complex and the City of Huntington Beach a premier recreational space for our community and year-round destination for youth and adult sports. Since entering into our partnership with the City, HBSC has sought consultation and training from elite sports field maintenance professionals, implemented extensive changes to improve our field playability, and hired 3 full-time and 11 part-time maintenance/grounds staff to provide ongoing care for our facility. We take great pride in maintaining our fields to a high standard and appreciate the opportunity to extend these standards to the outlying fields in the City of Huntington Beach.



Experience

JAN
2022

In our short tenure at the Huntington Beach Sports Complex, we feel that we have made tremendous improvements to the athletic fields, including the infields and natural grass playing surfaces. Some of these efforts include:



September 2021

Oversaw major infield rehabilitation of five fields.

September 2021

Implemented new maintenance procedures that have greatly improved the playability of Sports Complex fields



October 2021/January 2022

Completed major infield renovation of two fields which now allow 14U (over 14 years old) players to utilize the facility.

November 2021 to Present

Conducted regular infield preparation and game preparation for the City of Huntington Beach.





References

JAN
2022



01

Benji Medure
Head Baseball Coach
Huntington Beach High School
(951) 764-9411

02

Tim Stone
President
Huntington Valley Little League
(714) 401-7688

03

Rick Melendrez Jr.
Vice President
Xtreme Diamond Sports
(951) 538-2100

04

Darren Larson
Vice President
Perfect Game USA
(979) 235-0972



Staffing

JAN
2022



Mike Keiter

Lead Groundskeeper

- 5 years of private sector field maintenance experience
- Extensive experience with electrical & mechanical trade work
- Ability to safely and effectively operate tractors and trailers

Greg Ervin

Grounds/Maintenance Supervisor

- 10 years of field maintenance experience with the City of Huntington Beach
- Extensive expertise in athletic field layouts, irrigation, and maintenance
- Specific knowledge of outlying field conditions and preparation procedures.





OUTER FIELD MAINTENANCE PLAN

[illegible]



REQUEST FOR PROPOSAL
FOR
OUTER ATHLETIC FIELDS MAINTENANCE AND PREPARATION

Community & Library Services Department
CITY OF HUNTINGTON BEACH

Released on January 7, 2022

RFP RESPONSE DUE DATE
Thursday, January 25, 2022 – 4:00 PM

PURPOSE:

The City of Huntington Beach Community & Library Services Department (CITY) is seeking proposals from qualified firms or individuals that are experienced and have the capability, special skill, and knowledge to provide athletic field maintenance and preparation services for designated field locations in Huntington Beach.

BACKGROUND

In 2021, the CITY determined that the best budgetary option for maintaining and preparing the CITY's athletic fields was to contract with an outside service provider, eliminating the need of in-house personnel with respect to these services. Currently, the CITY's outlying athletic fields consist of:

Edison Park

21377 Magnolia Street
(2) Softball Fields

Murdy Park

7000 Norma Drive
(2) Softball Fields

Greer Park

6900 McFadden Avenue
(1) Softball Field

Worthy Park

1831 17th Street
(1) Softball Field

SCOPE OF WORK

CONTRACTOR shall provide infield maintenance and field preparation services for the CITY's athletic fields located at Murdy Park, Edison Park, Worthy Park and Greer Park. CONTRACTOR shall furnish all labor, equipment, and supervision to provide required field maintenance and preparation services provided in, but not limited to, this Scope of Work. Best industry practices and/or best field management practices may require additional services not explicitly noted in this RFP. The Proposer should identify any additional services required, provide a price, and explain the addition in their response. CITY will work with selected CONTRACTOR to establish a mutually agreed upon Scope of Work during the contract development stage.

Note that fields may operate seven (7) days per week, year-round, and that CITY staff may not be available on federally observed holidays.

The CITY and CONTRACTOR shall follow all health and safety guidelines and regulations, put forth by the Federal, State, County, and other governmental health agencies. The CITY reserves the right to change the schedule due to inclement weather, natural disasters, health and safety, facility issues, or other acts beyond the control of the CITY.

The Community & Library Services Department will monitor the services provided by the CONTRACTOR. If the services are not deemed satisfactory, the CONTRACTOR will be given verbal and written notice that may affect the future use of the CONTRACTOR by the CITY or cause termination of the Agreement.

A. CONTRACTOR Responsibilities:

1. CONTRACTOR shall perform the following services for athletic fields as outlined in this sample schedule:
 - Daily – Drag, water, line fields (game days only), chalk infield foul lines, pitcher's and batter's boxes, clean and blow out dugouts. Hand rake infield areas along the arc to reduce berms. Field preparation work to be completed before the start of any scheduled events. Place field closure signs on fields after completion;
 - Weekly – Turf edge maintenance, nail grading (as appropriate), paint outfield line;
 - Monthly – Inspect and repair/replace base anchors, pitching rubbers, and batter's boxes;
 - As needed – Fill low spots with brick dust, Turface, or similar material, and berm maintenance.
 - As needed - Paint field layouts on either natural grass or synthetic turf fields prior to games.

- As Needed - CONTRACTOR shall notify CITY of any additional maintenance needs as they arise.
2. Field Assessment – CONTRACTOR shall report to CITY field conditions/playability during inclement weather periods.
 3. CONTRACTOR shall work with CITY staff to determine the necessary maintenance frequency according to field reservation schedules.
 4. CONTRACTOR will provide and maintain all required equipment, tools, and supplies at CONTRACTOR'S expense. CITY may specify specific product use to maintain the integrity of CITY property or to meet environmental codes.
 5. CONTRACTOR shall provide all necessary vehicles for transporting equipment and staff between field locations. CONTRACTOR shall not utilize or drive any vehicles owned by the CITY of Huntington Beach to provide services. CITY shall work with selected CONTRACTOR to develop a system for reporting field conditions.

B. CITY Responsibilities/Exclusions:

1. CITY shall be responsible for maintaining outfield turf, irrigation systems, or other non-playing areas, unless otherwise stated.
2. Turf replacement, import/export infield mix, and other major capital improvements are also the responsibility of CITY and excluded from this RFP.

QUALIFICATIONS

The information requested in this section should describe the qualifications of the firm, key staff, and subcontractors performing projects that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- A. **Previous Projects** – Provide a list of previous projects, including the names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

- B. **Experience** – Provide a summary of the firm’s demonstrated capability, experience in athletic field maintenance and preparation, including length of time that your firm has provided these services.
- C. **References** – Provide up to three (3) references that received similar services from your firm. CITY reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
1. Client name.
 2. Project description.
 3. Project start and end dates.
 4. Client project manager name, telephone number, and e-mail address.
- D. **Staffing** – Provide a list of key individuals(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the CONTRACTOR chooses to assign different key personnel to the project, the CONTRACTOR must submit their names, Live Scan clearance (when required), and qualifications to the CITY for approval before individuals begin work.

SELECTION PROCESS

A. RFP Assessment Process

The CITY’s contractor evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. The CITY may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

1. Compliance with RFP requirements.
2. Understanding the project.
3. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
4. Pricing.
5. References.

The CITY may also contact and evaluate the PROPOSER's and sub-contractor's references; contact any PROPOSER to clarify any response; contact any current users of a PROPOSER's services; visit any site the PROPOSER may currently manage; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the CITY.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the CONTRACTOR selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing PROPOSERS unless an agreement is reached. If contract negotiations cannot be concluded successfully, the CITY may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

B. This Request for Proposal (RFP) will be governed by the following schedule:

Release of RFP	January 7, 2022
Deadline for Written Questions	January 13, 2022
Responses to Questions Posted on Website	January 19, 2022
Proposal are Due	January 25, 2022
Tentative Interviews	Week of February 7, 2022
Proposal Evaluation Complete/Tentative Award	February 11, 2022
Approval of Contract	February/March 2022

The CITY encourages PROPOSERS to visit each site to evaluate the respective athletic fields. The purpose of the site inspection is to give potential PROPOSERS an opportunity to become familiar with any conditions, which may affect performance and pricing, and to prevent any misunderstanding of the CITY's needs. Submission of an offer will be *prima facie* that PROPOSER, did in fact, make a site inspection and is aware of all conditions.

C. Questions and inquiries regarding the RFP:

All questions and requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted in written form prior to the "Questions Deadline" listed above via PlanetBids Q&A tab. The **sole point of contact** for this Request for Proposal is purchasing contact, Jennifer Anderson.

Email: Jennifer.Anderson@surfCITY-hb.org

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any CITY Council Member or CITY employee other than the contracting officer listed above regarding the RFP, except during the pre-proposal site visit. The CITY reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted and no response other than written will be binding upon the CITY.

TERMS AND CONDITIONS

A. Agreement Terms

The Community & Library Services Department for the CITY will administer the agreement. Pending the quality of proposals received and cost for service, the CITY may enter into a three (3) year agreement with an option to renew the service upon mutual agreement for an additional one (1) year term, but not to exceed two (2) additional renewals terms before opening the project up for rebid.

B. Amendments

The CITY reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Planetbids Website <https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>, bidders should check this web page daily for new information.

C. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the PROPOSER. All proposals submitted become the property of the CITY.

D. Contract Discussions

Prior to award, the apparent successful firm will be required to enter into discussions with the CITY to reach agreement on details, to include, but not limited to, maintenance/preparation schedules, equipment use, hours of service, pricing and fee schedules. These discussions are to be finalized and all exceptions resolved within one (2) week from notification. If no agreement is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See **Exhibit "C"** for a sample agreement.

E. Financial Information

The CITY is concerned about bidders' financial capability to perform, and, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

F. Insurance Requirements

CITY Resolution 2008-63 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the CITY for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the CITY with the Certificates of Insurance proving coverage as specified in Insurance Requirements, **Attachment #1**. For full details of CITY's Insurance Requirements, see Resolution 2008-63. Failure to furnish the required certificates within the time allowed will

result in forfeiture of the Proposal Award and discussions will be initiated with the second highest scoring firm.

Note: Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by CITY Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The CITY will consider this in determining responsiveness to the Request for Proposal.

G. Ethics

- 1. Gratuities.** No person shall offer, give or agree to give CONTRACTOR any gratuity or other benefit in connection with this Agreement. CONTRACTOR shall not solicit, demand, accept or agree to accept from any other person a gratuity or benefit in connection with the Agreement.
- 2. Good Stature.** All PROPOSERS must be of good moral character and must not have been convicted of a felony or crime involving moral turpitude in the last ten (10) years. All PROPOSERS must agree to submit to background checks as deemed necessary by the CITY. CONTRACTOR shall fully comply with all laws, ordinances, rules and regulations of the United States, State of California, County of Orange and the CITY of Huntington Beach.

PROPOSAL GUIDELINES

Interested CONTRACTORS are to provide the CITY of Huntington Beach with a thorough proposal using the following guidelines:

A. Number of Proposals

Submit one (1) PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

B. Proposal Format

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder’s response:

1. **Proposer Application Form and Cover Letter** - Complete **Exhibit “B”**, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the CONTRACTOR’s office located nearest to Huntington Beach, California and the office from which the project will be managed.
2. **Background and Project Summary Section** - The Background and Project Summary Section should describe your understanding of the CITY, the work to be performed, and the objectives to be accomplished. Refer to Scope of Work of this RFP for details.
3. **Methodology Section** - Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 - i. Implementation of a plan that describes:
 1. The methods, including controls by which your firm manages projects of the type and size sought by this RFP.

2. Methodology for quality assurance in the performance of the requested services.
 3. The methods your firm will use in documenting services performed.
 4. And any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- ii. A detailed project schedule identifying the rollout of all tasks and deliverables to be performed.
 - iii. Provide a health and safety plan describing the firm's ability to ensure the safety and security of staff, safety gear requirements and staff training.
 - iv. Provide methodology for selection, hiring, training and scheduling of staff. Include requirements for certifications and qualifications, if applicable.
 - v. Provide any methodology for a conceptual field maintenance schedule. Schedule shall include anticipated downtime for field repair and maintenance.
 - vi. CONTRACTOR shall submit a Proposed Fee Schedule as Exhibit "A", including any items not listed in the Scope of Work, which you feel may be of interest to the maintenance needs of the proposed locations.

C. Conditions for Proposal Acceptance

This RFP does not commit the CITY to award a contract or to pay any costs incurred for any services. The CITY, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the CITY of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

CONTRACTOR FEE SCHEDULE

EXHIBIT A

EXHIBIT "A"

Contractor's Fee Schedule

CONTRACTOR shall provide a menu of field maintenance and preparation items and list the fees associated with each item in accordance with the Scope of Work. Additional items should be noted as such, including the recommended purpose of the item(s).

EXHIBIT B

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

EXHIBIT C

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND**

FOR

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 called the "CITY", and _____, a _____ hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to engage the services of a contractor to _____; and

Pursuant to document on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.02, relating to the procurement of service contracts have been complied with; and

CONTRACTOR has been selected to perform these services,

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

1. SCOPE OF SERVICES

CONTRACTOR 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."

CONTRACTOR hereby designates _____ 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 CONTRACTOR in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONTRACTOR are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided therein. All tasks specified in Exhibit "A" shall be completed no later than three (3) years from the Commencement Date of this Agreement. 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 CONTRACTOR.

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

4. COMPENSATION

In consideration of the performance of the services described therein, CITY agrees to pay CONTRACTOR on a time and materials basis at the rates specified in Exhibit "B", which is attached hereto and incorporated by reference into this Agreement.

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", CONTRACTOR 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

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR's (or CONTRACTOR'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 CONTRACTOR, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONTRACTOR will conduct all defense at its sole cost and expense and CITY shall approve selection of CONTRACTOR'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 CONTRACTOR.

9. WORKERS COMPENSATION INSURANCE

CONTRACTOR shall carry workers compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

10. GENERAL LIABILITY INSURANCE

CONTRACTOR shall obtain and furnish to CITY a comprehensive general liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONTRACTOR's general liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY.

11. AUTOMOTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain and furnish to CITY an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONTRACTOR's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any

other similar form of limitation on the required coverage except with the express written consent of CITY.

12. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONTRACTOR 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. 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.

CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

13. INDEPENDENT CONTRACTOR

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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.

14. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONTRACTOR's services hereunder with or without cause, and whether or not the PROJECT is fully complete. CITY may terminate this Agreement with or without cause by giving CONTRACTOR written notice ("Notice of Termination"), which clearly expresses CITY's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after CONTRACTOR receives such notice. 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 CONTRACTOR.

15. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONTRACTOR 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 subcontractors must satisfy the insurance requirements as set forth in this Agreement.

16. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR 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.

17. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONTRACTOR'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 below. CITY and CONTRACTOR 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 U.S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach

Attn: _____

2000 Main Street

Huntington Beach, CA 92648

TO CONTRACTOR:

Attn: _____

18. 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 transactions or event.

19. MODIFICATION

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

20. 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.

21. 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.

22. 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.

23. IMMIGRATION

CONTRACTOR 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.

24. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR.

25. CONFIDENTIALITY

CONTRACTOR recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. CONTRACTOR warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, CONTRACTOR agrees, at the request of the CITY, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

26. 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.

27. SURVIVAL

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

28. GOVERNING LAW

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

29. 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.

CONTRACTOR'S initials _____

30. 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.

31. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONTRACTOR,

Company Name

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

By: _____

print name

Finance Director

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

AND

INITIATED AND APPROVED:

By: _____

print name

Director/Chief

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

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms. Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.						
Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.						
Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.	Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible.(See Note 1 below.)	Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)			As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)	Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)
Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.						
Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.						
Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.						
Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.						
Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i> <i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i>						
<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.			Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.			
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.						
<u>Claims made policies are acceptable if the policy further provides that:</u> 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor 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 or permit. 4) The reporting of circumstances or incidents that might give rise to future claims.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
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<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.		Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. <i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i>		Full replacement cost with no coinsurance penalty provision.	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 1 below.)	Include the policy number and Additional Insured Endorsement Requirement statement below.(See Note 2.)
Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.						
Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.

Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Vendor Type	Minimum Insurance Requirements
	Professional Liability
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.	Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.	
<u>Claims made policies are acceptable if the policy further provides that:</u> 1) The policy retroactive date coincides with or precedes the professional services contractor’s start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor 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 or permit. 4) The reporting of circumstances or incidents that might give rise to future claims.	