

AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WESTBERG WHITE, INC.

FOR  
ON-CALL ARCHITECTURAL ENGINEERING &  
PROFESSIONAL CONSULTING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and WESTBERG WHITE, INC., a California Corporation, hereinafter referred to as “Consultant.”

WHEREAS, City and Consultant are parties to that certain agreement, dated July, 20, 2021, entitled “Professional Services Contract Between the City of Huntington Beach and Westberg White, Inc. for On-Call Architectural Engineering and Professional Consulting Services” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Consultant wish to amend the Original Agreement to extend the term beyond the original four years allowed under HBMC Chapter 3.03,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. TERM

The term of the Agreement is extended for two additional years until July 19, 2027.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2025.

WESTBERG WHITE, INC.

By: 

print name

ITS: (circle one) Chairman President Vice President

AND

By: 

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

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

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

REVIEWED AND APPROVED:

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

WESTBERG WHITE, INC.

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

By: \_\_\_\_\_

\_\_\_\_\_  
print name

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

\_\_\_\_\_  
Mayor

**AND**

By: \_\_\_\_\_

\_\_\_\_\_  
print name

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

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

INITIATED AND APPROVED:



\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:



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

REVIEWED AND APPROVED:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2025

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> Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		<b>CONTACT NAME:</b> Tina Cowie <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>FAX (A/C, No):</b> (714) 731-7750 <b>E-MAIL ADDRESS:</b> tina@cornerstonespecialty.com	
<b>INSURED</b> WESTBERG + WHITE, INC. 7700 Irvine Center Dr STE 100 Irvine CA 92618-3006		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>INSURER B:</b> Aspen American Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 43460	

## COVERAGES

CERTIFICATE NUMBER: 25/26 COVERAGES

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"/> ADDTL INSRD/P & NC <input checked="" type="checkbox"/> BLNKT WAIVER OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-6H712316	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-3R899335	01/27/2025	01/27/2026	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP-8176Y018	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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 Y	N/A	UB-9J774725	01/27/2025	01/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made			AAAE100396-06	01/27/2025	01/27/2026	Each Claim \$3,000,000 Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are Additional Insured for General Liability only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. \*30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

By: **MICHAEL J. VIGLIOTTA**  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntington Beach P.O. Box 190 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 <i>Tina Cowie</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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 available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

NAMED INSURED: Westberg + White, Inc.  
POLICY NUMBER: BA-3R899335 POLICY  
PERIOD: 01/27/2025 to 01/27/2026

COMMERCIAL AUTO

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

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>EQUIPMENT – INCREASED LIMIT</b>          |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>      |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>J. PERSONAL EFFECTS</b>                  |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>K. AIRBAGS</b>                           |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>L. AUTO LOAN LEASE GAP</b>               |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>     |

#### **A.. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### **SUPPLEMENTARY PAYMENTS – INCREASED**

#### **D. LIMITS**

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

#### **F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph A.4., **Cover-age Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

#### **G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

#### **I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Cover-age Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Effects Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

## COMMERCIAL AUTO

### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

### L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### **Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

- (2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the les-sor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

#### **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.

POLICY NUMBER: BA-3R899335

INSURED: Westberg + White, Inc.

COMMERCIAL AUTO

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

INSURED: **Westberg & White, Inc.**

POLICY DATES: **01/27/2025- 01/27/2026**



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) - 001**

**POLICY NUMBER: UB-9J774725**

**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** % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

ALL PERSONS OR ORGANIZATIONS  
THAT ARE PARTIES TO A CONTRACT  
THAT REQUIRES YOU TO OBTAIN  
THIS AGREEMENT, PROVIDED YOU  
EXECUTED THE CONTRACT BEFORE  
THE LOSS.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WESTBERG WHITE, INC.

FOR  
ON-CALL ARCHITECTURAL ENGINEERING &  
PROFESSIONAL CONSULTING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and Westberg White, Inc., a California Corporation, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated July 20, 2021, entitled "Professional Services Contract Between the City of Huntington Beach and Westberg White, Inc. for On-Call Architectural Engineering & Professional Consulting Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to extend the term of the Agreement,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. TERM

The term of the Agreement is extended for one additional year until July 19, 2025.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on June 25th, 2024.

WESTBERG WHITE, INC.

By: 

\_\_\_\_\_  
Frisco White

print name

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

 AND

By: 

\_\_\_\_\_  
PAUL WESTBERG


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

6/25/11 

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

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

CCM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2024

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> Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		<b>CONTACT NAME:</b> Tina Cowle <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>E-MAIL ADDRESS:</b> tina@cornerstonespecialty.com <b>FAX (A/C, No):</b> (714) 731-7760	
<b>INSURED</b> WESTBERG + WHITE, INC. 7700 Irvine Center Dr STE 100 Irvine CA 92618-3008		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>INSURER B:</b> Travelers Indemnity Co of Conn <b>INSURER C:</b> Aspen American Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 24/25 COVERAGES 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"/> ADDTL INSRD/P & NC <input checked="" type="checkbox"/> BLNKT WAIVER OF SUBRO GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-6H712316	01/27/2024	01/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-3R899335	01/27/2024	01/27/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUP-B176Y018	01/27/2024	01/27/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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/A	UB-9J774725	01/27/2024	01/27/2025	<input checked="" type="checkbox"/> PER STATUTE 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 Claims Made			AAAE100398-05	01/27/2024	01/27/2025	Each Claim \$3,000,000 Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to the policy terms and conditions, 30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

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

<b>CERTIFICATE HOLDER</b> City of Huntington Beach P.O. Box 190 2000 Main Street Huntington Beach CA 92648	<b>CANCELLATION CITY OF HUNTINGTON BEACH</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Tina Cowle
--	--

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## City of Huntington Beach

CHRIS TANIG  
APPROVED 6-0

File #: 21-493

MEETING DATE: 7/20/2021

### REQUEST FOR CITY COUNCIL ACTION

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

**SUBMITTED BY:** Oliver Chi, City Manager

**PREPARED BY:** Sean Crumby, Director of Public Works

**Subject:**

Approve and authorize execution of Professional Services Contracts for On-Call Architectural Engineering Services with Johnson Favaro, Kitchell, PBK-WLC, Studio One Eleven, and Westberg White

**Statement of Issue:**

The Public Works Department requires on-call architectural engineering services for as-needed support staff to assist with the design of capital improvement projects, which are identified in the annual Capital Improvement Program (CIP), as well as other facility and infrastructure needs.

**Financial Impact:**

The City's adopted Fiscal Year (FY) 2020/21 and proposed FY 2021/22 CIP Budgets total \$24.5 million and \$39.3 million, respectively, for approved projects citywide. Each approved CIP project has a budget containing sufficient funding for design, environmental, engineering, construction, project management, and other required costs. The five recommended architectural engineering service contracts, totaling \$6.0 million, will be funded within each project's individual CIP budget, as needed. As such, no additional funding is required by this action.

**Recommended Action:**

- \* A) Approve and authorize the Mayor and City Clerk to execute, "Professional Services Contract Between the City of Huntington Beach and Johnson Favaro for On-Call Architectural Engineering and Professional Consulting Services," in an amount not to exceed \$2,000,000; and,
- \* B) Approve and authorize the Mayor and City Clerk to execute, "Professional Services Contract Between the City of Huntington Beach and Kitchell/CEM, Inc. for On-Call Architectural Engineering and Professional Consulting Services," in an amount not to exceed \$1,000,000; and,
- \* C) Approve and authorize the Mayor and City Clerk to execute, "Professional Services Contract Between the City of Huntington Beach and PBK-WLC for On-Call Architectural Engineering and Professional Consulting Services," in an amount not to exceed \$1,000,000; and,
- \* D) Approve and authorize the Mayor and City Clerk to execute, "Professional Services Contract

\* See separate file

\* Between the City of Huntington Beach and RDC-S111, Inc. dba Studio One Eleven for On-Call Architectural Engineering and Professional Consulting Services," in an amount not to exceed \$1,000,000; and, *\*See separate file*

E) Approve and authorize the Mayor and City Clerk to execute, "Professional Services Contract Between the City of Huntington Beach and Westberg White, Inc. for On-Call Architectural Engineering and Professional Consulting Services," in an amount not to exceed \$1,000,000.

**Alternative Action(s):**

Do not authorize the contracts and direct staff accordingly. Budgeted capital improvement projects could be delayed until new contracts are approved.

**Analysis:**

On March 15, 2021, the City advertised a Request for Qualifications (RFQ) for On-Call Architectural Engineering and Professional Consulting Services. Proposals were requested and submitted in compliance with Chapter 3.03 of the Huntington Beach Municipal Code. Twenty-five proposals were received for architectural engineering services. In accordance with qualifications-based selected procurement, per the Federal "Brooks Act," State SB 419, and the City of Huntington Beach Municipal Code Section 3.03 "Professional Services," the Public Works Department established a review board. Proposals were then evaluated and ranked by the review board. The top five firms were selected in each category to increase opportunity for competitive proposals for future projects from qualified on-call consultants.

The five contracts recommended for approval are for support staff for architectural engineering of capital improvement projects as well as general infrastructure projects. These services have historically been utilized to supplement City staff to meet annual Capital Improvement Program (CIP) goals, as an extension of staff, and/or to provide required expertise for unique projects. It is anticipated that these services will be required, based on previous years. Each project is evaluated on a case-by-case basis to determine if these as-needed contract services are necessary.

The City's CIP was approximately \$24.5 million in FY 2020/21. In addition, the proposed FY 2021/22 CIP totals \$39.3 million in new projects. Typical design and construction support cost from the use of consultants on a CIP project can vary between ten to twenty percent (10-20%) of total costs for a CIP project. Therefore, it is practical to conservatively assume minimum annual consultant costs would be around \$3 million to the City for total CIP projects, or approximately \$9 million over the next three (3) years. However, there will be one firm (Johnson Favaro) with a higher allocation of \$2 million to reflect the design services for the Oakview Community Center, which has been adopted in the City's CIP budget.

Architectural engineering services are typically required for buildings and structures related CIP projects. Therefore, these consultants were selected to meet projected workload over the next three years with a total contract limit of \$6 million. The proposed contract amounts are a not-to-exceed amount for a three-year term, with no guarantee of work. Funding for any and all of these contract services is only through City Council authorization in the budget approval process.

**Environmental Status:**

Not applicable.

**Strategic Plan Goal:**

Infrastructure & Parks

**Attachment(s):**

1. Professional Services Contract between the City of Huntington Beach and Johnson Favaro for On-Call Architectural Engineering Services
2. Professional Services Contract between the City of Huntington Beach and Kitchell for On-Call Architectural Engineering Services
3. Professional Services Contract between the City of Huntington Beach and PBK-WLC for On-Call Architectural Engineering Services
4. Professional Services Contract between the City of Huntington Beach and Studio One Eleven for On-Call Architectural Engineering Services
5. Professional Services Contract between the City of Huntington Beach and Westberg White for On-Call Architectural Engineering Services
6. Professional Services Award Analysis

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WESTBERG WHITE, INC.  
FOR  
ON-CALL ARCHITECTURAL ENGINEERING &  
PROFESSIONAL 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 Westberg White, Inc., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call Architectural Engineering & Professional 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 Beard 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 July 20<sup>th</sup>, 2021 (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 three (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: Chris Tanio  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Westberg & White, Inc.  
ATTN: Greg Beard  
14471 Chambers Road, Suite 210  
Tustin, CA 92780

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,  
WESTBERG & WHITE, INC.

By:   
Frisco White, AIA, President

print name

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

AND

By:   
Paul D. Westberg, AIA, Secretary

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

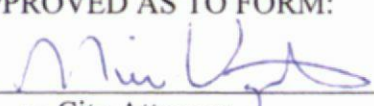
INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Public Works

REVIEWED AND APPROVED:

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

APPROVED AS TO FORM:

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

**COUNTERPART**

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,  
WESTBERG & WHITE, INC.

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

By: \_\_\_\_\_

print name

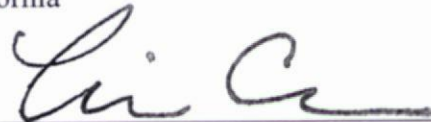
ITS: (circle one) Chairman/President/Vice President

AND

By: \_\_\_\_\_

print name

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



Mayor



City Clerk

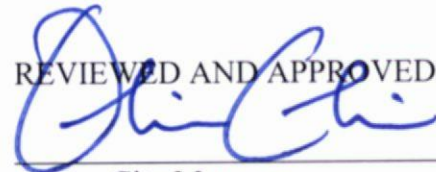
7/30/21

INITIATED AND APPROVED:



Director of Public Works

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney

COUNTERPART

## EXHIBIT "A"

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

CONSULTANT shall provide consulting services on an 'as-needed' basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S Statement of Qualification (Exhibit A), consistent with the City of Huntington Beach Request for Qualifications for On Call Architectural Engineering Consulting Services. Upon award, and the contract period, if CONSULTANT chooses to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project.
2. Furnish construction plans and specifications to the CONSULTANT.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.

## 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:

Please see attached hourly rates.

#### 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.

## HOURLY FEE SCHEDULE

2021

Partner / Principal .....	\$230
Project Manager .....	\$190
Senior Project Architect .....	\$180
Senior Designer .....	\$140
Project Architect .....	\$140
Senior Job Captain .....	\$125
Construction Administrator I .....	\$125
Job Captain .....	\$110
IT Department .....	\$110
Staff Designer/Planner .....	\$100
Specification Writer .....	\$90
Senior Draftsperson .....	\$90
Construction Administrator II .....	\$80
Intermediate Draftsperson .....	\$75
Junior Draftsperson .....	\$70
Administrative Support .....	\$70

Services provided by engineering and special consultants assigned to the project, and other reimbursable expenses shall be charged at one and one-tenth (1.10) times the amount billed to Westberg + White, Inc.

These are the current rates effective January 1, 2021 through December 31, 2021. Hourly fee rates are subject to change annually.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
  
FOR

Table of Contents

1	Scope of Services.....	1
2	City Staff Assistance.....	2
3	Term; Time of Performance.....	2
4	Compensation .....	2
5	Extra Work.....	2
6	Method of Payment.....	3
7	Disposition of Plans, Estimates and Other Documents .....	3
8	Hold Harmless .....	3
9	Professional Liability Insurance.....	4
10	Certificate of Insurance.....	5
11	Independent Contractor.....	6
12	Termination of Agreement.....	6
13	Assignment and Delegation .....	6
14	Copyrights/Patents .....	7
15	City Employees and Officials .....	7
16	Notices.....	7
17	Consent .....	8
18	Modification.....	8
19	Section Headings .....	8
20	Interpretation of this Agreement.....	8
21	Duplicate Original.....	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited .....	9
24	Attorney's Fees.....	10
25	Survival .....	10
26	Governing Law .....	10
27	Signatories.....	10
28	Entirety.....	10
29	Effective Date.....	11



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/2021

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

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

<b>PRODUCER</b> Cornerstone Specialty Insurance Services, Inc 14252 Culver Drive, A299  Irvine CA 92604		<b>CONTACT NAME:</b> Tina Cowie <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>FAX (A/C, No):</b> (714) 731-7750 <b>E-MAIL ADDRESS:</b> tina@cornerstonespecialty.com	
<b>INSURED</b> WESTBERG + WHITE, INC. 14471 Chambers Road Ste 210 Tustin CA 92780		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of Conn 25682 <b>INSURER B:</b> Travelers Property Casualty Co 25674 <b>INSURER C:</b> Aspen American Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 21/22 COVERAGES

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	ADDITIONAL INSURED	SUBROGATION	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"/> ADDTL INSRD/PRIMARY <input checked="" type="checkbox"/> BLNKT WAIVER OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-6H712316	01/27/2021	01/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROPAGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-3R899335	01/27/2021	01/27/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP-8176Y018	01/27/2021	01/27/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9J774725	01/27/2021	01/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - PER EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			AAAE100398-02	01/27/2021	01/27/2022	Each Claim \$3,000,000 Annual Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. \*30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntington Beach 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 
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## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Architectural Engineering

**SERVICE DESCRIPTION:** Architectural support for City's annual Capital Improvement Program projects.

**VENDOR:** Johnson Favaro

**OVERALL RANKING:** 1 out of 25

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Contract Administrator 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 93

<b>Johnson Favaro – Minimum Qualifications Review</b>		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	10	10
<i>Qualifications</i>	24	20
<i>Staffing</i>	24	20
<i>Understanding and Methodology</i>	11	15
<i>References and Background</i>	9	10
<i>Interview</i>	15	15
<b>Total</b>	<b>93</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

<b>Johnson Favaro – Summary of Review</b>	
<ul style="list-style-type: none"><li>• Excellent experience including community centers</li></ul>	

<b>Johnson Favaro – Pricing</b>	
<ul style="list-style-type: none"><li>• Low end from \$85/hr</li><li>• High end to \$220/hr for Principal</li></ul>	

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Architectural Engineering

**SERVICE DESCRIPTION:** Architectural support for City's annual Capital Improvement Program projects.

**VENDOR:** PBK-WLC

**OVERALL RANKING:** 2 out of 25

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Contract Administrator 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 93

<b>PBK-WLC – Minimum Qualifications Review</b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	23	20
<i>Staffing</i>	23	20
<i>Understanding and Methodology</i>	15	15
<i>References and Background</i>	9	10
<i>Interview</i>	14	15
<b>Total</b>	<b>93</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

<b>PBK-WLC– Summary of Review</b>
<ul style="list-style-type: none"><li>• Excellent overall experience in beach cities including fire and police stations, community centers, and parks.</li></ul>

<b>PBK-WLC– Pricing</b>
<ul style="list-style-type: none"><li>• Low end from \$105/hr</li><li>• High end to \$255/hr for Principal</li></ul>

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Architectural Engineering

**SERVICE DESCRIPTION:** Architectural support for City's annual Capital Improvement Program projects.

**VENDOR:** Kitchell

**OVERALL RANKING:** 3 out of 25

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Contract Administrator 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 92

<b>Kitchell – <u>Minimum Qualifications Review</u></b>		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	23	20
<i>Staffing</i>	23	20
<i>Understanding and Methodology</i>	14	15
<i>References and Background</i>	9	10
<i>Interview</i>	14	15
<b>Total</b>	<b>92</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

<b>Kitchell – Summary of Review</b>
<ul style="list-style-type: none"><li>• Great experience with various facilities such as fire stations and restrooms. In-house engineering and architectural services</li></ul>

<b>Kitchell – Pricing</b>
<ul style="list-style-type: none"><li>• Low end from \$90/hr</li><li>• High end to \$250/hr for Project Director</li></ul>

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Architectural Engineering

**SERVICE DESCRIPTION:** Architectural support for City's annual Capital Improvement Program projects.

**VENDOR:** Westberg White

**OVERALL RANKING:** 4 out of 25

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Contract Administrator 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 91

<b>Westberg White – <u>Minimum Qualifications Review</u></b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	23	20
<i>Staffing</i>	23	20
<i>Understanding and Methodology</i>	14	15
<i>References and Background</i>	9	10
<i>Interview</i>	13	15
<b>Total</b>	<b>91</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

<b>Westberg White – Summary of Review</b>
<ul style="list-style-type: none"><li>• Good previous experience with City</li></ul>

<b>Westberg White – Pricing</b>
<ul style="list-style-type: none"><li>• Low end from \$70/hr</li><li>• High end to \$230/hr for Principal</li></ul>

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Architectural Engineering

**SERVICE DESCRIPTION:** Architectural support for City's annual Capital Improvement Program projects.

**VENDOR:** Studio One Eleven

**OVERALL RANKING:** 5 out of 25

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Contract Administrator 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 89

<b>Studio One Eleven – <u>Minimum Qualifications Review</u></b>		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	22	20
<i>Staffing</i>	22	20
<i>Understanding and Methodology</i>	14	15
<i>References and Background</i>	9	10
<i>Interview</i>	13	15
<b>Total</b>	<b>89</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

<b>Studio One Eleven – Summary of Review</b>
<ul style="list-style-type: none"><li>• Good experience with urban design, façade/frontage, and community engagement.</li></ul>

<b>Studio One Eleven – Pricing</b>
<ul style="list-style-type: none"><li>• Low end from \$95/hr</li><li>• High end to \$240/hr for Senior Principal</li></ul>



# 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

August 2, 2021

Westberg White, Inc.  
Attn: Greg Beard  
14471 Chambers Road, Suite 210  
Tustin, CA 92780

Dear Mr. Beard:

Enclosed is a fully executed copy of the "Professional Services Contract between the City of Huntington Beach and Westberg White, Inc. for On-Call Architectural Engineering & Professional Consulting Services" approved by the Huntington Beach City Council on July 20, 2021.

Sincerely,

Robin Estanislau, CMC  
City Clerk

RE:ds  
Enclosure