



REQUEST FOR QUALIFICATIONS

FOR

**ON-CALL WATER ENGINEERING, WASTEWATER ENGINEERING, STORMWATER
ENGINEERING & PROFESSIONAL CONSULTING SERVICES**

**Public Works Department
CITY OF HUNTINGTON BEACH**

Released on November 6, 2020

**ON-CALL WATER ENGINEERING, WASTEWATER ENGINEERING, STORMWATER
ENGINEERING & PROFESSIONAL CONSULTING SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)**

1. BACKGROUND

The City of Huntington Beach (“City”) Public Works Department is seeking experienced Consultant firms to assist the City’s staff in the following service category:

Water, Wastewater and Stormwater Engineering

Exhibit A: Pre-Qualification Form which must be completed and included in the proposal. Teaming is allowed.

Qualified firms shall provide consulting services on an “on-call” basis for projects to be determined during the term of the contract. The contract will be for a minimum 3-year term. The City will issue task orders for each project based upon the scope of services; qualifications, work schedule, and reasonableness of the fee. For task orders greater than \$50,000 City will typically solicit proposals from 2 or more qualified consultants.

2. SCHEDULE OF EVENTS

This request for qualifications will be governed by the following estimated schedule:

| | |
|--|------------------------------------|
| Release of RFQ | November 6, 2020 |
| Deadline for Written Questions | November 20, 2020 |
| Responses to Questions Posted on Web | November 24, 2020 |
| Qualifications are Due | December 15, 2020 by 4:00pm |
| Interviews, if Necessary | January 18, 2020 |
| Proposal Evaluation Completed and Notification | January 25, 2020 |
| Approval of Contract | April, 2020 |

3. SCOPE OF WORK BY SERVICE CATEGORY

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

A. Water

Potable Water Pipeline Engineering

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

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

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

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

- Preparation of PS&E packages for water production infrastructure including but not limited to wells, reservoirs, pressure control stations, turnouts and metering.
- Establish facility sizing requirements and limits with City staff. Submit hydraulic calculations including system curve development, pump selection, pipe and appurtenance sizing, reservoir floor and high water elevations (etc.), and transient evaluation signed and stamped by the engineer.
- Preliminary Design Report. Prepare a preliminary design report (PDR) which includes all of the design assumptions, materials and evaluation of alternatives for the project in a cost effective manner. During the PDR development, the Consultant shall keep City informed of the basic design decisions as they are made and shall seek the City's input. The Consultant shall document all decisions in the report.
- Provide survey, structural, mechanical and architectural design services.
- Provide electrical, control and SCADA design services.
- Perform preliminary siting, grading and alignment evaluations and recommend preferred sites and alignment(s).
- Provide environmental and other regulatory permitting requirements.
- Develop site plans, yard piping plans and sections, building layouts, mechanical plans and sections, tank plans and orientation drawings.

- Provide construction support services.
- Provide record drawings

Potable Water Master Plan Update and Water Financial Plan Update

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

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

B. Wastewater (Sanitary Sewer):

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

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

Wastewater Master Plan Update

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

- Preparation of wastewater master plan update

C. Stormwater:

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

- Preparation of PS&E packages for stormwater system infrastructure including but not limited to pipelines, pump stations, force mains, hydraulic calculations,

mechanical, electrical and control, structural, etc. for review and comment to the City or other related improvements.

4. CITY' RESPONSIBILITIES

- Furnish a task order or scope of work request and provide general direction as needed for each project assigned.
- Furnish available record drawings of existing facilities within the City's jurisdiction.
- Furnish templates of construction plans and specifications acceptable to the City.

5. PROPOSAL FORMAT GUIDELINES

Interested Consultants are to provide the City with a thorough proposal using the following guidelines:

- Proposal shall be typed, concise, **highly recommended to be no more than 15 pages of information**, and no more pages than indicated in the following sections, excluding the Index/Table of Contents, tables, charts, forms, and graphic exhibits. Resumes of key personnel are not counted toward the page limitation if inserted at the end of the proposal.
- 12-point font size and 1.5 point line spacing is required for typed portions of the letters and proposal sections except smaller fonts are allowed for tables, charts, and exhibits. The inclusion of 11" by 17" sheets are allowed if folded to fit the proposal.
- Consultants are required to complete **Exhibit A: Pre-Qualification Form** and included in the proposal. Teaming is allowed.

Each proposal will adhere to the following order and content of sections (A-D). Proposals must be straightforward, concise, and provide "layman" explanations of technical terms that are used. Emphasis must be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements. 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 Consultant's response:

A. Cover Letter (2 pages max.)

A cover letter must summarize key elements of the proposal. An individual authorized to bind the Consultant must sign the letter. The cover letter must include the address and telephone number of the Consultants' Project Managers' office located nearest to Huntington Beach that will provide the project deliverables directly to the City.

B. Vendor Application Form

Complete **Appendix A**, "Request for Qualifications-Vendor Application Form" and include this behind the cover letter. (Vendor Application Form will not be counted toward the page count.)

C. Pre-Qualification Form (Exhibit A)

The following Pre-Qualification Form must be included in the Consultants proposal, behind the Vendor Application Form (See **Appendix A**). On Exhibit A: Pre-Qualification Form, Consultant must indicate if they are willing, or unwilling, or unable to execute the Agreement as drafted (See **Appendix B**) as well as providing the insurance requirements (See **Appendix C**). (Pre-Qualification Form will not be counted toward the page count.)

EXHIBIT A: PRE-QUALIFICATION FORM
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

| SERVICE CATEGORY | PROPOSING? Y/N (circle) |
|---|----------------------------|
| A. Water, Wastewater, and Stormwater Engineering | Yes / No |

___ (Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**).

___ (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: _____

Firm Address: _____

Signature: _____ Date: _____

D. Service Category

Firm Qualifications

This section should be organized by service category. The information requested in this section must describe the qualifications of the firm and key staff performing projects preferably within the past seven (7) years in Orange County/Los Angeles County to demonstrate competence to perform these services. Information shall include:

- 1) Summarize the firm's demonstrated capabilities, including length of time that your firm has provided the services being requested in this Request for Qualifications.
- 2) The key personnel that have participated on named projects and their specific responsibilities and years of experience with respect to this scope of work.
- 3) Provide at least three separate preferably Orange County/Los Angeles County public agency references that have received similar services from your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Name of Project, preferably Orange County/Los Angeles County Public Agency, Agency Primary Contact, email and telephone number
 - Brief Project description (i.e. miles of street rehabilitation, construction cost, etc.)
 - Project Manger on the project who also is the PM on the Proposal and Key Personnel
 - Start/Finish (Months & years)
- 4) Provide a brief synopsis of the proposal summarizing the firm's unique qualities and the overall benefit of the proposal for the City and your understanding of the scope of services.
- 5) Resumes (do not count towards page limit but recommend be limited to 15 pages)

Staffing

Provide an organization chart which lists all key individual(s) who will be working on projects and indicate the functions that each will perform. The organization chart shall include the proposed Project Manager which will be the single point of contact for the Consultant for this service category. Include resumes for all key individuals as indicated in section 5) above, along with copies of any pertinent certifications.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

Understanding & Methodology Section

This section must describe your understanding of the City, the objectives to be accomplished, innovative approaches, and solutions to similar projects that would be undertaken by the City, and detailed descriptions of efforts your firm will undertake to achieve client satisfaction. Refer to Scope of Work of this RFQ.

For similar projects the City's 2020/21 CIP can be viewed at;

http://www.huntingtonbeachca.gov/government/departments/public_works/capitalprojects/

E. Cost Proposal/Rate Sheet (Separate Sealed Envelope)

In an effort to save time, interested proposers shall concurrently submit a detailed cost proposal for all services and materials anticipated to complete the work, and/or professional service rate sheet in a separate envelope. Cost proposals are to be uploaded under the Cost File in PlanetBids

6. PROCESS FOR SUBMITTING QUALIFICATIONS

Interested firms are to provide the City with a thorough qualifications package using the following instructions:

a. Download RFQ

Via the PlanetBids.com web site for the City as shown below, you will register and download the RFQ.

<https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>

b. Submission of Qualifications Package

Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 p.m. (P.S.T) on December 15, 2020. Proposals will not be accepted after this deadline. Standard mail, faxed or e-mailed proposals will not be accepted.

Proposals shall be prepared with sufficient details to allow for thorough evaluation and comparative analysis. Qualifications will not be accepted after this deadline. Faxed or e-mailed submissions will not be accepted.

c. Inquires

Questions about this RFP must be directed in writing through the PlanetBids Q&A tab no later than 5:00 p.m. (PST) November 20, 2020 for response.

7. EVALUATION CRITERIA

The City's evaluation and selection process is based upon 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. The ranking will consist of the basic proposal for clarity and following all directions. Additionally, points will be awarded for Qualifications, Understanding and Methodology, and Staffing in each category. The Consultants in the top ranking will have References Checked, Local Preference Check, and an Interview, if necessary.

- A. Proposal Clarity - Use of terms and explanation throughout are understandable. (10 points)
- B. Firm Qualifications - Experience of the firm, experience with projects of similar scope, complexity, and magnitude for preferably other Orange County/Los Angeles County public agencies. (25 points)
- C. Staffing - Experience of the project manager and other key individuals assigned to the project. Educational background, work experience, and directly related consulting experiences. (25 points).

- D. Understanding & Methodology - Firm has an understanding of the work to be done, successful implementation and shows effort in completing projects efficiently and accurately. (15 points)

A ranking will be performed with the subtotal score for each category (75 points max) and only the top contenders will be considered further.

- E. Reference Check (10 points) The City may also contact and evaluate the Consultant's and sub-consultant's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; 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.
- F. Interview (15 points). After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview or video/voice conference interview, at the City's discretion, will be a question/answer format for clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video/voice conference interview.
- G. Local Preference Check (5 bonus points). The Consultant will earn 5 bonus points for having an office located in the city and a valid City Business License issued a minimum of 6 months prior to the RFQ release date.
<http://www.huntingtonbeachca.gov/files/users/finance/business-license-application.pdf>
- H. A Notification of Intent to Award may be sent to the Consultant selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Consultant or withdraw the RFQ.

8. GENERAL REQUIREMENTS

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 consultant must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix C**.

The consultant is encouraged to contact its insurance carriers during the qualifications submittal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

Standard Form of Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFQ and the consultant's response. The City's standard form of agreement is included as **Appendix B**. The consultant shall carefully review the agreement, especially the indemnity and insurance provisions, as the standard form of agreement will not be changed, and must be accepted as is. Assuming the consultant is agreeable with no exceptions, a statement to that effect shall be included in the qualifications submittal.

Disclaimer

This RFQ does not commit the City to either issue a RFP, award a contract, or to pay any costs incurred in the preparation of the RFQ response. The City reserves the right to extend the due date for the RFQ, accept or reject any or all qualifications submittals received as a result of this request, negotiate with any qualified consultant or cancel this RFQ in part or in its entirety without penalty.

Assigned Representatives

The City will assign a responsible representative to administer the contract and to assist the consultant in obtaining information. The consultant shall also assign a responsible representative (project manager) and an alternate, who shall be identified in the RFQ response. The consultant's representative will remain in responsible charge of the consultant's duties from the notice-to-proceed through project completion. If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the RFQ response shall become the project manager. Any substitution of representatives or sub-consultants identified in the RFQ response shall first be approved in writing by the City's representative. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

ATTACHMENT A

Request for Qualifications-Vendor Application Form

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)

| | |
|--------------------------------------|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> 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: _____

ATTACHMENT B

Sample City Agreement

PROFESSIONAL SERVICES CONTRACT 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 referred to as "CITY," and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; 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 _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement

shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ 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 _____ Dollars (\$ _____).

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:
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

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,

COMPANY NAME

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

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

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

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

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

C. Billing

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

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

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

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

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

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

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

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 |

ATTACHMENT C

City's Insurance Requirements

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

| Vendor Type | Minimum Insurance Requirements | | | | | |
|--|--|---|------------------------|--------------------|---|--|
| | Automobile Liability | General Liability | Professional Liability | Property Insurance | Workers' Comp | Additional Insured Endorsements |
| <p><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></p> <p><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></p> | | | | | | |
| <p><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></p> | | | | | | |
| <p>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.</p> | <p>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.)</p> | <p>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.)</p> | | | <p>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.)</p> | <p>Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)</p> |
| <p>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.</p> | | | | | | |
| <p>Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.</p> | | | | | | |
| <p>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.</p> | | | | | | |
| <p>Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p> | | | | | | |
| <p>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.</p> | | | | | | |

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

| Vendor Type | Minimum Insurance Requirements | | | | | |
|--|--------------------------------|-------------------|--|--------------------|---------------|---------------------------------|
| | Automobile Liability | General Liability | Professional Liability | Property Insurance | Workers' Comp | Additional Insured Endorsements |
| <p><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></p> <p><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></p> | | | | | | |
| <p><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></p> | | | | | | |
| <p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p> | | | <p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p> | | | |
| <p>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.</p> | | | | | | |
| <p>Claims made policies are acceptable if the policy further provides that:</p> <ol style="list-style-type: none"> 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 |
| <p><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></p> <p><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></p> | | | | | | |
| <p><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></p> | | | | | | |
| <p>Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.</p> | | <p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible.</p> <p><i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p> | | <p>Full replacement cost with no coinsurance penalty provision.</p> | <p>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. <i>(See Note 1 below.)</i></p> | <p>Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i></p> |
| <p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p> | | | | | | |
| <p>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.</p> | | | | | | |

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 |
| <p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p> | <p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p> |
| <p>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.</p> | |

Claims made policies are acceptable if the policy further provides that:

- 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.