

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DEREK J. MCGREGOR, INC DBA DMC ENGINEERING
FOR
ON CALL PLAN CHECK AND ENGINEERING 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 Derek J. McGregor, Inc dba DMc Engineering, a California corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on call plan check and engineering 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 Derek J. McGregor 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 May 21st, 20 18 (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 Four Hundred Thousand Dollars (\$400,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Debbie Debow
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Derek J. McGregor, Inc dba DMc
Engineering
Attn: Derek J. McGregor
18 Technology Drive, Suite 100
Irvine, CA 92618
949-753-9393

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,

Derek J. McGregor, Inc dba DMC
Engineering

COMPANY NAME
A California Corporation

By: [Signature]
Derek J. McGregor
print name

ITS: (circle one) Chairman President Vice President

AND

By: [Signature]
Derek J. McGregor
print name

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

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

[Signature]
Mayor
[Signature]
City Clerk 5.23.18 ~~28~~

INITIATED AND APPROVED:

[Signature]
Director of Public Works

REVIEWED AND APPROVED:

[Signature]
City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

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 Plan Check and 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.

Qualifications for On-Call Development Plan Checking and Entitlement Review Engineering & Professional Consulting Services



Prepared for:

**Public Works Department
City of Huntington Beach
ATTN: City Clerk's Office, 2nd Floor
2000 Main Street
Huntington Beach, CA 92648**

Prepared By:



DMc ENGINEERING

**CIVIL • SURVEYING • PLANNING • CONSTRUCTION
18 Technology Drive, Suite 100 • Irvine, CA 92618
949.753.9393**

P5264

January 11, 2018



DMc Engineering

Civil • Surveying • Planning • Construction

January 11, 2018

P5264

Attn: City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**Re: QUALIFICATIONS FOR ON-CALL DEVELOPMENT PLAN CHECKING &
ENTITLEMENT REVIEW ENGINEERING & PROFESSIONAL CONSULTING
SERVICES**

City Clerk's Office:

DMc Engineering is pleased to submit this proposal to continue providing *On-Call Development Plan Checking and Entitlement Review Engineering & Professional Consulting Services* to the City of Huntington Beach.

As you will see from our responses to this RFQ, the On-Call Services that the City of Huntington Beach is seeking comprises the core business DMc Engineering has been providing for over thirty (30) years. We are a full service Civil Engineering firm that places strong emphasis on regular and proactive client communications as the key to project success. DMc Engineering's qualifications can be summarized as follows:

- DMc Engineering has been providing on-call consulting services to Orange County public agencies for over thirty (30) years.
- DMc Engineering has an extensive list of long-term on-call services clients, who are a testament to the quality of service our team provides to public agency clientele.
- DMc Engineering has over thirty (30) years of experience providing services similar to those requested in this RFQ.
- DMc Engineering's references for previous projects are representative of established long-term professional relationships, that have been built around the provision of excellent services.
- DMc Engineering's team is comprised of highly experienced and qualified individuals, who have been a part of the DMc Engineering Team for over the past twenty-five (25) years.

For the past one and a half (1-½) years, DMc Engineering has been providing On-Call Engineering services to the City of Huntington Beach.

In addition, for the past ten (10) years, DMc Engineering has been acting in the capacity of Program Engineer for the Orange County Great Park Corporation (OCGPC). Through this effort, DMc Engineering has provided the necessary on-call support services to the OCGPC for a wide array of engineering, design, survey and construction services. These services consist of program development, administrative support services, utility agency interface, CIP development, CIP plan review, construction management, development engineering, plan checking, preparation of plan specifications and estimates, planning and entitlement, as well as state-of-the-art site sustainability design.

In addition to the OCGPC, DMc Engineering has had long-term on-call relationships with all the departments at the City of Irvine, the County of Orange, the Rancho Santa Margarita Water District, Irvine Ranch Water District, the City of Mission Viejo, City of Tustin, City of Laguna Beach and the City of Rancho Palos Verdes. These relationships extend from long-term working relationships with professionals such as: Tom Herbel/City Engineer, City of Huntington Beach; Manuel Gomez/Director of Public Works, City of Irvine; Chris Koster/ Manager of Great Park Planning & Development, City of Irvine; Hector Ruiz/General Manager, Trabuco Canyon Water District; and Mike Smith/Sr. Project Manager, County of Orange Public Works.

As requested in the RFQ, below is the information for the Consultant's office nearest to the City of Huntington Beach:

Principal Contact: Derek J. McGregor, PE, PLS, Principal
Address: 18 Technology Drive, Ste 100, Irvine, CA 92618
Telephone: (949) 753 – 9393
Email Address: dmcgregor@dmceng.com

DMc Engineering is committed to providing key personnel, who possess the unique qualifications and expertise the City of Huntington Beach is seeking. We strongly believe that our experience working with other agencies and providing on-call professional services to public agencies has prepared us to provide the level and quality of service the City requires.

We look forward to your review of this proposal and the opportunity to continue our relationship with the City of Huntington Beach, to discuss our unique qualifications for this solicitation of services. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Derek J. McGregor, PE, PLS
Principal

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Derek J. McGregor, Inc.

Contact Person for Agreement: Derek J. McGregor

Corporate Mailing Address: 18 Technology Drive, Suite 100

City, State and Zip Code: Irvine, CA 92618

E-Mail Address: dmcgregor@dmceng.com

Phone: 949-753-9393

Fax: N/A

Contact Person for Proposals: Derek J. McGregor

Title: President

E-Mail Address: dmcgregor@dmceng.com

Business Telephone: 949-753-9393

Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" 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
Derek J. McGregor	President	949-753-9393
Derek J. McGregor	Secretary	949-753-9393
Derek J. McGregor	Treasurer	949-753-9393

Federal Tax Identification Number: 33-0251409

City of Huntington Beach Business License Number: A292703
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: April 30, 2018

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

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Water Engineering	<input checked="" type="radio"/> Yes / No

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

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

Firm Name: Derek J. McGregor, Inc. dba: DMc Engineering

Firm Address: 18 Technology Drive, Suite 100, Irvine, CA 92618

Signature: _____ Date: January 11, 2018

1.0 FIRM'S QUALIFICATIONS

DMc Engineering is an Irvine-based civil engineering, land surveying, planning, and construction management firm with extensive experience and a strong record of success in public works projects, similar to those described in this RFQ since the founding of the firm in 1987. Our staff consists of licensed professional engineers and surveyors, QSP, QSD, licensed contractors, technical personnel, and administrative support staff.

The expertise and project history of our personnel include similar tasks to those being requested in this RFQ. Our plan review services include the checking of grading plans (including geotechnical reports), ADA access, hydrology/hydraulics reports, traffic, drainage, legal descriptions, environmental and other related reports. In addition, we are experienced in checking street improvements, storm drain plans, signing and striping plans and signalization plans; along with coordinating plan checking and assisting with processing between various City sections and departments; and in preparing City response letters to applicants and the public, as necessary.

Our on-call services capabilities range from working with Planning Departments on establishing conditions of approval including entitlement, EIR's and other reports, along with working with engineering departments relative to the review of design, drawings and reports for private and public infrastructure improvements. At DMc Engineering, we:

- Specialize in on-call public works projects.
- Are available and ready to work on projects with short notice.
- Have extensive experience with on-call Plan Check Services for the Cities of Huntington Beach, Irvine and other public agencies.

Our success in providing the above services is borne out by the number of years for which we have provided on-call engineering, plan checking, and inspection services to a multitude of clients some of which include the following:

- | | |
|--|---|
| • City of Huntington Beach – 1 ½ years | • Trabuco Canyon Water District – 20 years |
| • City of Laguna Beach – 2 years | • Irvine Ranch Water District – 25 years |
| • City of Irvine – 30 years | • Santa Margarita Water District – 25 years |
| • Orange County Great Park – 10 years | • City of Newport Beach Utilities Department – 17 years |

RECENT SIMILAR PROJECTS/REFERENCES

The experience of DMc Engineering personnel in performing similar work is reflected in the following projects. Each of these projects was successfully completed for a City or a local/state agency.

City of Huntington Beach (Water Department), Huntington Beach, CA

Client: City of Huntington Beach	Dates the work was performed: May 2016 - Present
Client Reference: Ms. Lili Hernandez City of Huntington Beach 2000 Main Street, Huntington Beach, CA 92648 (714) 375-5077 lhernandez@surfcity-hb.org	Key Staff and Project Role: Derek J. McGregor – Project Manager Nidal Tizani – Project Engineer Uzo Okereke – Project Manager
<ul style="list-style-type: none"> Plan checking and entitlement process assistance WQMP & SAMP Review 	<ul style="list-style-type: none"> Grading Plan Check Hydrology/Hydraulics Study/Drainage Plan Check SWPPP Review

City of Laguna Beach, Laguna Beach, CA

Client: City of Laguna Beach Client Reference: Mr. Tom Sandefur City of Laguna Beach 505 Forest Avenue, Laguna Beach, CA 92651 (949) 497-0792 tsandefur@lagunabeachcity.net	Dates the work was performed: 2016 to present Key Staff and Project Role: Derek J. McGregor – Project Manager Nidal Tizani – Project Engineer
<ul style="list-style-type: none"> Plan checking and entitlement process assistance WQMP & SAMP Review 	<ul style="list-style-type: none"> Grading Plan Check Hydrology/Hydraulics Study/Drainage Plan Check SWPPP Review

Orange County Great Park, Irvine, CA

Client: Orange County Great Park/City of Irvine Client Reference: Mr. Chris Koster City of Irvine P.O. Box 19575, Irvine, CA 92713 (949) 724-6902 CKoster@ci.irvine.ca.us	Dates the work was performed: 2008-Present Key Staff and Project Role: Derek J. McGregor – Project Manager Mark Carroll – Project Manager Uzo Okereke – Project Manager
<ul style="list-style-type: none"> Plan checking and entitlement process assistance WQMP & SAMP Review 	<ul style="list-style-type: none"> Grading Plan Check Hydrology/Hydraulics Study/Drainage Plan Check SWPPP Review



DMc ENGINEERING

CIVIL • SURVEYING • PLANNING • CONSTRUCTION

**CITY OF HUNTINGTON BEACH
REQUEST FOR QUALIFICATIONS FOR ON-CALL DEVELOPMENT
PLAN CHECKING & ENTITLEMENT REVIEW ENGINEERING &
CONSULTING SERVICES**

City of Irvine – (Community Development Department), Irvine, CA

Client: City of Irvine Client Reference Mr. Chris Koster City of Irvine P.O. Box 19575, Irvine, CA 92713 (949) 724-6902 CKoster@ci.irvine.ca.us	Dates the work was performed: December 1999-Present Key Staff and Project Role: Derek J. McGregor – Project Manager Mark Carroll – Project Manager
<ul style="list-style-type: none">• Grading Plans• Street Improvement Plans	<ul style="list-style-type: none">• Hydrology & Hydraulic Plans

2.0 STAFFING

We have assembled the best qualified team of professionals with the expertise necessary to meet and exceed the requirements of the anticipated scope of work outlined in the RFQ. The team will be led and managed by DMc Engineering Principal, Derek J. McGregor.

The following personnel, who participated in providing some, or all of the projects listed in this RFQ, will be available to provide the design plan checking services the City is requesting:

Personnel	Licenses/Certifications	Years of Experience	Availability
Derek J. McGregor	PLS, PE, QSP	37	As Needed
Mark Carroll	PE	41	As Needed
Jerry McGregor	PE	43	As- Needed
Uzo Okereke	PE, Class A, HAZ	40	As Needed
Nidal Tizani	EIT	25	As Needed

Derek J. McGregor

Mr. McGregor has thirty-seven (37) years of public works experience, of which thirty (30) years are in plan checking. Mr. McGregor's experience includes many years of working with the planning departments: City of Huntington Beach (1-½ years); City of Irvine (30 years); Santa Margarita Water District (25 years); Trabuco Canyon Water District (20 years); Orange County Great Park (10 years); and the City of Laguna Beach (2 years). He has extensive experience in assisting public agencies in the planning, design, development and management of public works projects.

Mark Carroll

Mr. Carroll has over forty-one (41) years of planning, design, permitting and construction in mostly public works and private sector development projects. Like Mr. Derek J. McGregor, Mr. Carroll has multiple years of experience working with the planning departments of the City of Irvine, Orange County Great Park and local water districts. His specialties include the subdivision map approval process and storm water management design.

Jerry McGregor

Mr. McGregor has forty-three (43) years of varied, multi-disciplined Engineering experience, mostly in the private sector and public utility related projects. He applies his depth of knowledge and experience providing services that include, but are not limited to, planning, design, development, implementation, project scheduling and management, as well as quality oversight of projects, working directly with engineers, contractors, consultants, as well as State and Federal Agencies. His specialties include Project Scheduling and Management, as well as Quality Assurance and Control.

**Uzo Okereke**

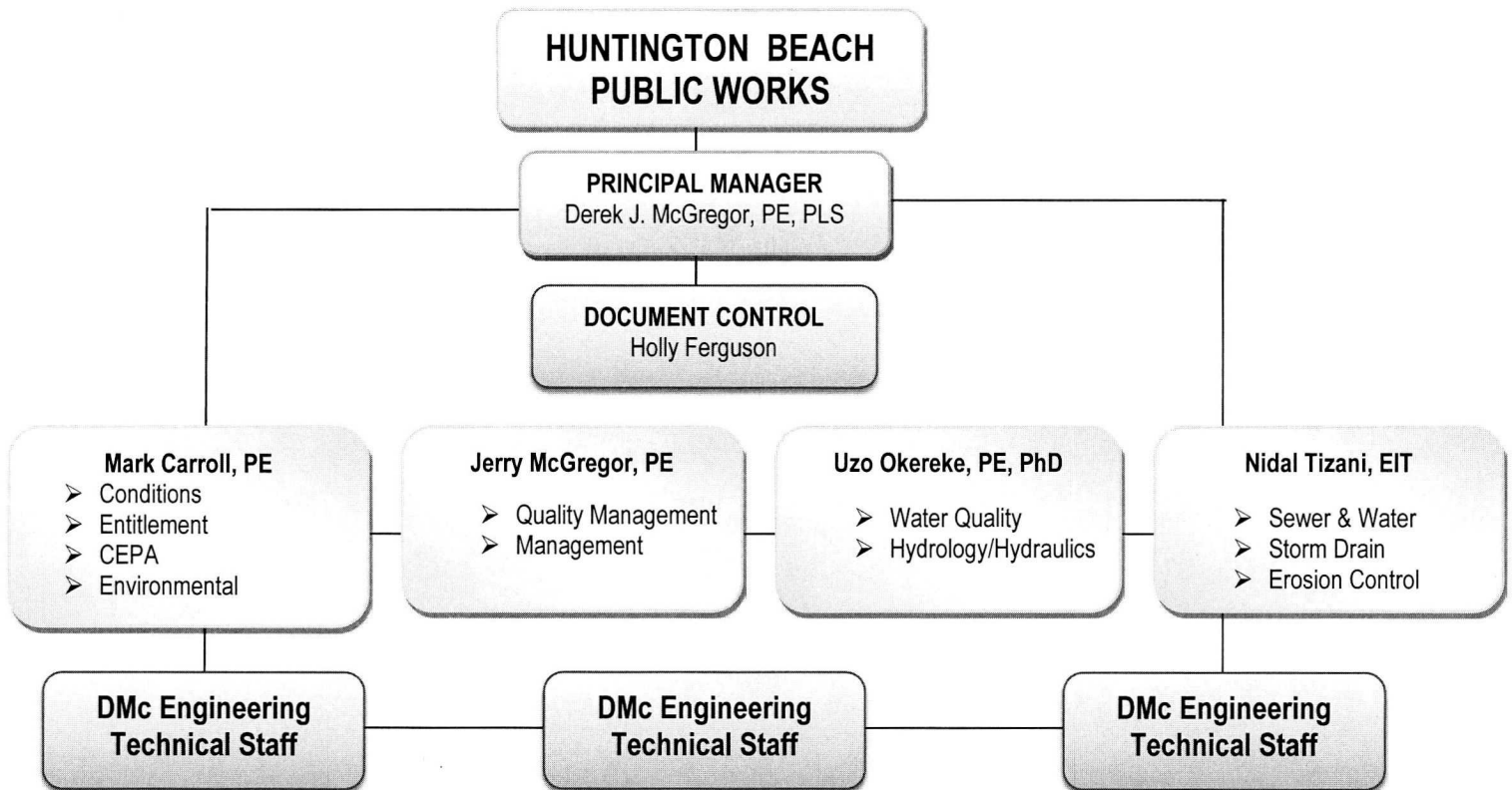
Mr. Okereke is a multi-disciplinary Engineer, who has over forty (40) years of experience mostly in public works and private sector development projects. He has provided Project Engineering services on numerous planning, grading and street improvement design projects. Services that he has provided include, but are not limited to, planning, design, development and management of projects, working directly with engineers, contractors, consultants, as well as State and Federal Agencies. Mr. Okereke's post-design expertise includes bidding assistance, project scheduling, management and control. His specialties include Project Management, as well as Quality Assurance and Control.

Nidal Tizani

Mr. Tizani has over twenty-five (25) years of experience, mostly in the private sector and providing services that include, but are not limited to, planning, design, development and management of projects and working directly with engineers, contractors, consultants and State and Federal Agencies. His specialties include Project Management and Quality Assurance and Control.



ORGANIZATIONAL CHART



3.0 UNDERSTANDING & METHODOLOGY

DMc Engineering has been providing plan and map checking, entitlement review and consulting services for various cities and agencies for over 30 years. This experience has included: grading plans; street improvement plans; parks and recreation plans; water and wastewater; drainage plans; infrastructure design plans; tenant improvement plans; WQMP (preliminary and final); tentative and final parcel and tract maps; lot line adjustments; legal descriptions and survey; and easement documents as needed and requested. Over the years, this work has entailed meeting with developers, engineers, contractors, consultants, the general public and others on behalf of cities and agencies in resolving or making recommendations for the resolution of development issues, public right-of-way improvements, reports, processing requirements, construction and related issues.

OUR APPROACH TO THE SCOPE OF WORK

Our approach to each Civil Engineering Plan Check project will start with the assignment of a Project Engineer by DMc Engineering's Project Manager, unless the Project Manager performs the review. The Project Engineer will be headed by a California-licensed engineering professional and be tasked with the completion of the required review. The personnel will be assigned based on their specific expertise in the particular function, or design aspect of the project.

The DMc team will operate based on our philosophy, which emphasizes effective Client/Consultant communications as a key element to the success of any project. At DMc Engineering, this begins at the initial review, where the Project Engineer confirms that the initial submittal is complete and has the minimum information necessary to start plan review. There is an on-going and regular communication process, that continues throughout the review of the project. Both written and verbal communication are utilized at maximum effectiveness and regular progress update reports and Project Progress and Design Review meetings will be provided to the City as a part of our overall services.

DMc Engineering maintains an on-going internal Quality Control/Quality Assurance (QC/QA) Program, which involves the firm's owner in an on-going review of all work products produced for the City. This process results in more complete and thorough submittals at each stage of the project, with a review focused on value engineering, technical accuracy minimal construction cost and on-time performance.

**QUALITY CONTROL & ASSURANCE**

DMc Engineering maintains an active and on-going Quality Control/Quality Assurance (QC/QA) Program, that emphasizes technical accuracy and reduction of overall design and construction costs. Implementation of this program is achieved through personal involvement of the Project Manager and other key DMc staff.

SCHEDULING & SCHEDULE CONTROL

DMc Engineering believes that our strict adherence to the Cities' plan review time frame can be achieved through timely and continuous communication with the City. We have a proven performance record in this regard. In the event a schedule slippage does occur, DMc will work with the City to quickly bring the review back on track at no cost to the City by implementing any, or all of the following steps: fast-track and/or overlap project activities; perform more frequent project review and coordination meetings with emphasis on time control.

UNIQUE QUALIFICATIONS

For the City of Huntington Beach, DMc Engineering has facilitated the implementation of efficient plan check reference documents, which have resulted in cost savings.



City of Huntington Beach

2000 Main Street ♦

PO Box 190 ♦

CA 92648

Travis K. Hopkins, PE
Director

Department of Public Works
(714) 536-5431

January 6, 2017

To whom it may concern,

It is my pleasure to write this letter in recognition of DMc Engineering performance for the City of Huntington Beach. I have worked directly and indirectly with DMc Engineering over the past 10 years both here at the City and prior to myself joining the City. The firm has provided outstanding on-call engineering services for the City which included civil engineering and plan checking consulting services. DMc Engineering provides the highest quality work and services. The firm is very responsive to schedules which allow the City to provide great customer service to the residents.

DMc Engineering continually demonstrates that they are professional, technically knowledgeable, solution oriented and really take pride in their work. They are a great partner with the City and they make us all look good. DMc Engineering truly works as an extension of City staff and understands our business.

Sincerely,

Tom Herbel
City Engineer



Public Works Department

www.cityofirvine.org

City of Irvine, One Civic Center Plaza, P.O. Box 19575, Irvine, California 92623-9575

(949) 724-6000

June 12, 2014

Re: DMc Engineering

To Whom It May Concern:

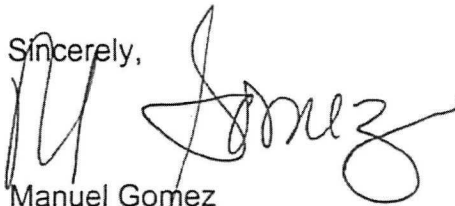
DMc Engineering has been providing on-call land surveying, mapping and civil engineering consulting services to the City of Irvine for over twenty years.

We find DMc Engineering to be knowledgeable, technically sound, and a firm that strives to produce quality work products. This firm is very responsive to schedules and thorough in managing and coordinating complex technical projects.

I highly recommend DMc Engineering for the consulting services mentioned above.

Should you have any questions, please feel free to contact me at 949-724-7509.

Sincerely,



Manuel Gomez
Director of Public Works

Board Members:

Christina L. Shea, Chairwoman
Steven S. Choi, Ph. D., Vice-Chair
Larry Agran
Beth Kröm
Jeffrey Lalloway

Chief Executive Officer
Michael D. Ellzey



June 11, 2014

To Whom It May Concern:

DMc Engineering has been providing on-call land surveying, mapping, civil engineering, plan checking, program management and construction management consulting services to the Orange County Great Park for the past six years.

DMc Engineering has proven to be a knowledgeable and technically sound firm that regularly produces quality work products. This firm has been responsive to schedules and thorough in managing and coordinating complex technical projects that involve multiple government agencies, consultants, stakeholders, land owners, utility providers and contractors.

I highly recommend DMc Engineering in providing the consulting services noted above.

Should you have any question, please feel free to contact me at (949) 724-7340.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael D. Ellzey'. The signature is fluid and cursive, with a large initial 'M' and 'E'.

Michael D. Ellzey
Chief Executive Officer
Orange County Great Park Corporation

Orange County Great Park Corporation

PO Box 19575 • Irvine, CA 92623
P. 949.724.6233 • F. 949.724.6045 • www.ocgp.org

♻️ PRINTED ON RECYCLED PAPER

HB-936-

From: Smith, Mike [<mailto:Mike.Smith@ocpw.ocgov.com>]

Sent: Monday, June 09, 2014 4:44 PM

To: Derek McGregor

Subject: Job Well Done

Hi Derek,

I want to thank you for the extra effort working with us on our parking lot project (we are now completed with construction). This project involved several stakeholder groups and you were able to keep the design moving forward by meeting on short notice and explaining the issues to our staff; ultimately, obtaining approval solving our needs.

I am here if you need a reference in the future.

Thanks again for all your assistance, I appreciate it.

Sincerely,

Michael T. Smith, PMP
Sr. Project Manager
OC Public Works/OC Facilities
A&E Project Management
1143 E. Fruit St
Santa Ana, CA 92701
P714-667-3289 C714-721-2069
mike.smith@ocpw.ocgov.com

STAFF MEMBERS

Don Chadd, General Manager
Hector Ruiz, District Engineer
Teresa Teichman, District Secretary
Cindy Navaroli, District Treasurer



BOARD OF DIRECTORS

Edward Mandich, President
James Haselton, Vice President
Michael Safranski, Director
Glenn Acosta, Director
Matthew Disston, Director

June 29, 2012

Subject: Letter of Reference

To Whom It May Concern:

DMc Engineering has provided plan check and engineering consulting services to the Trabuco Canyon Water District (TCWD) on various projects. DMc has worked closely with TCWD's engineering department in performing these services to the satisfaction of TCWD.

DMc Engineering has been responsive in meeting project schedules and deadlines and has done an excellent job of working within a project's budget and scope of work.

DMc Engineering is a pleasure to work with and I would highly recommend this company for any similar services your agency may require.

Sincerely,

A handwritten signature in black ink, appearing to read "Hector Ruiz".

Hector Ruiz, P.E.
District Engineer
Trabuco Canyon Water District

DEREK J. MCGREGOR, PLS, PE

Principal / Project Manager

Education:

Bachelor of Science, Civil Engineering, Southern Illinois University, 1978

Associate in Applied Science, Construction Technology, Lincoln Land College, 1976

Professional Registration:

Licensed Civil Engineer, California, #38483

Licensed Surveyor, California, #6496

Licensed Civil Engineer and Licensed Surveyor, Nevada, #11038

Licensed Civil Engineer and Licensed Surveyor, New Mexico, #16133

Qualified SWPPP Practitioner, QSP #20404

Professional Affiliations:

California Land Surveyors Association (CLSA)

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

American Water Works Association (AWWA)

Experience:

Mr. McGregor has thirty-seven (37) years of public works experience. He is very knowledgeable regarding municipal and public works design and construction standards, and has extensive experience in assisting public agencies in the planning, design, development, and management of public works projects. He oversees local agency contracts throughout the County. Mr. McGregor applies his extensive knowledge of design criteria and standards in strengthening our quality assurance/quality control (QA/QC) program.

Mr. McGregor has thirty (30) years of plan checking experience for various cities and agencies. Plans and reports reviewed include grading plans, street improvement plans, parks & recreation plans, water and waste water infrastructure design plans, tenant improvement plans, WQMP (preliminary and final), tentative and final parcel and tract maps, lot line adjustments, legal descriptions and survey and easement documents as needed and requested. Over those years, he has been involved in meeting with developers, engineers, contractors, consultants, the general public and others on behalf of cities and agencies in resolving or making recommendations for the resolution of development issues, public right-of-way improvements, reports, processing requirements, construction and related issues.

As Program Engineer for the Orange County Great Park, Mr. McGregor has been providing plan checking, construction management, and inspection services on behalf of DMc Engineering for the construction of the 12.2-acre Festival Site, Palm Court and Buildings 242/245, and the 18.5-acre North Lawn Project, and 5,000+ linear feet Reclaimed Water System. Mr. McGregor has worked with several planning departments on entitlement process, and in establishing conditions of approval. He was instrumental in developing standard plans for the Irvine Ranch Water District.

MARK CARROLL, PE
Project Manager

Education

MPA, Public Administration, University of Southern California 1991
BS, Civil Engineering, University of California, Irvine 1976

Professional Registrations/Certificates and Affiliations

Licensed Civil Engineer, California, #31515
Licensed California Real Estate Broker
American Society of Civil Engineers (Life Member)
Orange County City Engineers' Association

Experience

Mr. Carroll has forty-one (41) years of experience in the design and construction of public works/civil engineering projects. Prior to joining DMc Engineering, he spent thirty two years working for the City of Irvine in various engineering roles with increasing levels of responsibility. He held the position of City Engineer for 25 years. As the City Engineer he was responsible for the oversight of all engineering associated with the City's capital improvement projects as well as private land development within the City. Responsibilities also included subdivision map processing, assessment district administration and infrastructure plan approval. He was also responsible for establishing the City's engineering standards and right of way acquisition program, and the design and construction of capital improvement projects. His duties included extensive coordination with consulting engineers, architects and outside public and private agencies. He also interacted with City Council, City Commissions, and area residents.

Prior to working for the City of Irvine he spent many years as a project engineer working for a consulting engineering firm. His duties included designing and inspecting various public works projects including street and utility design. Prior to this assignment, he worked for a major engineering contractor gaining experience in the construction of all public works including streets, storm drains, water, gas and electrical lines. He also supervised several survey crews responsible for setting proper horizontal and vertical control of the various improvements.

JERRY MCGREGOR, PE
Civil Engineer

Education:

BS Mechanical Engineering, Southern Illinois University
Masters Business Administration, University of Redlands

Professional Registration:

Licensed Mechanical Engineer, California, #23506
Licensed Professional Engineer, Illinois, #062-040156

Professional Affiliations:

National Society of Professional Engineers (NSPE)
National Council of Engineering Examiners (NCEE)
American Society of Mechanical Engineers (ASME)
American Society of Metals (ASM)

Experience:

Mr. McGregor has forty-three (43) years of varied multi-disciplined Engineering experience in planning, design, implementation, and management of Private Sector and Public Utility related projects. He applies his depth of varied Engineering areas of experience focusing on Project Scheduling and Management, and Quality oversight of all DMc Engineering Projects.

UZO OKEREKE, PH.D., PE, QSD
Project Engineer

Education: Ph.D. Civil Engineering, UCLA, 1995
Engineer's Degree, Civil Engineering, UCLA, 1988
MS, Civil Engineering, UCLA, 1986
MS, Applied Hydrology, Stanford University, Stanford, 1982
B. Sc., Geology, University of Nigeria, Nigeria, 1977

Professional Registration: Registered Civil Engineer, California, #57532
Qualified SWPPP Developer, QSD #21102
General Engineering Contractor, CA, #C0716465
Home Improvement Contractor, CA, #C0716465
Hazardous Substances Removal and Remediation Contractor, CA, #C0716465

Certifications: 40-Hour OSHA Health and Safety Training
8-Hour Supervisor's Health and Safety Training
Roadway Workers Protection Certification

Affiliations: American Water Works Association (AWWA)
American Society of Civil Engineers (ASCE)
American Geophysical Union (AGU)

Experience:

Mr. Okereke is a multi-disciplinary engineer/scientist with thirty-two (32) years of planning, design, permitting and construction in mostly public works and private sector development projects. With his in-depth knowledge of civil, environmental, and water resource; and also hydrology/hydraulics and storm water management design, Mr. Okereke has provided Project Engineering services on numerous planning, grading, street improvement design projects. His post-design expertise includes bidding assistance, project scheduling, management and control.

Mr. Okereke has provided plan checking (planning, grading, street improvement) services similar to those the City of Huntington Beach is requesting to several cities and public agencies in Orange and Los Angeles Counties. As Project Engineer/Project Manager, he provided plan checking and construction management services on behalf of DMc Engineering for the construction of the 12.2-acre Festival Site, Palm Court and Buildings 242/245, and the 18.5-acre North Lawn Project, and 5,000+ linear feet Reclaimed Water System. He also reviewed the hydrology/hydraulics/drainage reports for the master plans for the backbone storm drains for the Orange County Great Park.

As a Qualified SWPP Developer (QSD), Mr. Okereke provides extensive expertise and guidance for documents and plans for complying with the requirements of AB 403 including specifications for best management practices (BMPs) for reducing pollutants in storm water discharges from construction activities, and in obtaining the NPDES Permit; for documents and plans for complying with regulations set forth under the Federal Clean Water Act and the NPDES General Permit for Storm Water Discharges Associated with Construction Activity ("General Permit") (State Water Resources Control Board Order No. 2009-0009-DWQ, NPDES No. CAS000002).



DMc ENGINEERING

CIVIL • SURVEYING • PLANNING • CONSTRUCTION

**CITY OF HUNTINGTON BEACH
REQUEST FOR QUALIFICATIONS FOR ON-CALL DEVELOPMENT
PLAN CHECKING & ENTITLEMENT REVIEW ENGINEERING &
CONSULTING SERVICES**

As a California-registered Civil Engineer, General Contractor (RME), and Hazardous Waste Removal and Remediation Contractor (RME), he is able to maintain a comprehensive overview of projects relative to design, environmental regulations, constructability, safety, compliance to standards and cost-effectiveness.

NIDAL TIZANI, EIT*Project Engineer***Education**

Certificate of "Bachelor of Science in Civil Engineering in USA" Equivalency, 1991

Masters of Science, Residential and Industrial Engineering, Moscow University, 1987

Experience

Mr. Tizani is a project engineer with over twenty-five (25) years of experience designing streets and related infrastructure. He is proficient in using design software and modeling and has many years' experience working with public agency clients. His experience includes the design of streets, storm drains, grading, hydrology, hydraulics, retaining walls, and retention basins. He is very familiar with all ADA requirements associated with his designs. These designs include a wide variety of projects including mid to large residential and commercial projects. Extensive design experience entails all aspects of subdivision engineering including grading/earthwork, street/road design for all surface improvements, infrastructure utilities, water, sewer, and storm drains. Drainage experience includes the design of major drainage basins with respect to capacity and storage. He is proficient in using AES software to size piping and associated catch basins.

He has used Subsurface Utility Engineering to provide utility mapping and surveying for Sempra Energy/SDG&E's Pipeline Safety Enhancement Plan. He researched record drawings and microfilm to establish design plans for new gas lines as well as all water, sewer, storm drain, retaining walls, bridge and channel footings for San Diego County. He was also responsible for street improvements, precise grading, storm drain, water and sewer design.

Mr. Tizani was a design Manager for projects serving the Los Angeles Unified School District. He was responsible for management of daily design of streets, water, sewer, storm drains and grading. He was also responsible for the preparation of final plans, specifications and cost estimates required for rehabilitation of all asphalt playground areas. Projects included Casitas Del Valle Low Income Housing Complex in Moreno Valley, California as well as Sheridan Elementary School and Soto Street Child Care Playgrounds.

Professional Registrations/Certifications and Affiliations

EIT, Board of Professional Engineers, Land Surveyors (2016-06-22)

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.

**COST PROPOSAL/RATE SHEET***Effective January 1, 2018*

DMc Engineering proposes to provide the services as outlined in the Scope and Services for this RFQ. This includes overall coordination and oversight of the various projects assigned. Our activities will include, but are not limited to research, writing, meeting attendance & presentations, presentation preparation, traffic studies, parking studies, civil engineering studies, plan production, printing, consultation, and any related task required to fulfill project and/or requirements. Most of the professional tasks will be completed at the Project Manager or Project Engineer level at the rates indicated below.

This Schedule of Hourly Rates enclosed herein, is a part of the Consultant's proposal and will be used in invoicing the City of Huntington Beach.

OFFICE PERSONNEL

Principal (PR)	\$ 220.00
Project Manager (PM)	\$ 170.00
Construction Manager (CM)	\$ 170.00
Project Engineer (PE)	\$ 150.00
Project Surveyor (PS)	\$ 150.00
Senior Engineer (SE)	\$ 130.00
Associate Engineer (AE)	\$ 120.00
Administration	\$ 100.00

FIELD PERSONNEL

1 Person Survey Crew	\$ 160.00
2 Person Survey Crew	\$ 200.00
GPS Survey Crew (2-Man Crew)	\$ 250.00



DMc ENGINEERING

CIVIL • SURVEYING • PLANNING • CONSTRUCTION

**CITY OF HUNTINGTON BEACH
REQUEST FOR QUALIFICATIONS FOR ON-CALL DEVELOPMENT
PLAN CHECKING & ENTITLEMENT REVIEW ENGINEERING &
CONSULTING SERVICES**

REIMBURSABLE FEE SCHEDULE

Plan Plotting/Copies (B&W).....	\$ 1.00 / Sq.Ft.
Plan Plotting/Copies (Color)	\$ 5.00 / Sq.Ft.
Copies (8½ x 11 – B&W)	\$ 0.10 / Copy
Copies (8½ x 11 – Color)	\$ 0.35 / Copy
Deliveries	TBD

Reproductions, deliveries and other reimbursable items will be billed at our cost plus 15%.

Bidder's List for Plan Check & Engineering - 2018

Company Name	Phone
B&E Engineers	
Bureau Veritas	916-725-4200
CSG Consultants, Inc.	714-568-1010
DMc Engineering	949-753-9393
ERSC Inc.	951-765-6622
HR Green Pacific, Inc.	858-201-8169
Interwest Consulting Group	714-899-9039
Lockwood Andrews and Newnam	714-620-6520
PENCO Engineering, Inc.	949-753-8111
Transtech Engineers, Inc.	909-595-8599

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DEREK J. MCGREGOR, INC DBA DMC ENGINEERING
FOR
ON CALL PLAN CHECK AND ENGINEERING SERVICES

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

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

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

PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Betty Tran PHONE (A/C, No, Ext): 949-297-5962 FAX (A/C, No): 949-297-5960 E-MAIL ADDRESS: betty.tran@ioausa.com
www.ioausa.com	CA License #0E67768
INSURED Derek J. McGregor, Inc.; dba: DMc Engineering 18 Technology Drive, Suite 100 Irvine CA 92618	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13056

COVERAGES

CERTIFICATE NUMBER: 41639299

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made			RDP0029455	7/1/2017	7/1/2018	\$1,000,000 Each Claim \$1,000,000 Aggregate

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

Coverage subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation/10 Days for Non-Payment in accordance with policy provisions.

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY

CERTIFICATE HOLDER

CANCELLATION

RFP Plan Checking & Entitlement Review

City of Huntington Beach
2000 Main Street
Huntington Beach CA 92647

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

(A/C) Alicia K. Igram

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ACORD 25 (2016/03)

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PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Plan Check & Engineering

SERVICE DESCRIPTION: Plan check private development.

VENDOR: Derek J. McGregor, Inc. (DMc)

OVERALL RANKING: 1 out of 10

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Water Quality Supervisor

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 96

DMc – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	23	25
<i>Staffing</i>	22	25
<i>Understanding & Methodology</i>	14	15
<i>References</i>	10	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	14	15
Total	96	105

II. DUE DILIGENCE REVIEW

- Clients such as City of Laguna Beach, City of Irvine, Irvine Ranch Water District, and City of Huntington Beach (to name a few)

DMc – Summary of Review
<ul style="list-style-type: none">• DMc's proposal was good, qualified skilled staff and have experience working in the City

DMc – Pricing
<ul style="list-style-type: none">• Low end from \$100/Hr for Administration• High end to \$220/Hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Plan Check & Engineering

SERVICE DESCRIPTION: Plan check private development.

VENDOR: PENCO Engineering

OVERALL RANKING: 2 out of 10

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Water Quality Supervisor

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 90.5

PENCO Engineering – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8.3	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	21.3	25
<i>Staffing</i>	20.3	25
<i>Understanding & Methodology</i>	13.3	15
<i>References</i>	9	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	13.3	15
Total	90.5	105

II. DUE DILIGENCE REVIEW

PENCO Engineering – Summary of Review	
<ul style="list-style-type: none">• Staff are highly experienced and emphasize responsiveness and communication• Great understanding of city needs	

PENCO Engineering – Pricing	
<ul style="list-style-type: none">• Low end from \$95/Hr for Project Assistant• High end to \$195/Hr for Project Manager	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Plan Check & Engineering

SERVICE DESCRIPTION: Plan check private development.

VENDOR: Bureau Veritas North America, Inc.

OVERALL RANKING: 3 out of 10

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Water Quality Supervisor 3. Principal Civil Engineer

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 83.6

Bureau Veritas – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	19.3	25
<i>Staffing</i>	20	25
<i>Understanding & Methodology</i>	13.3	15
<i>References</i>	7	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	11	15
Total	83.6	105

II. DUE DILIGENCE REVIEW

- Clients such as County of Orange, County of San Diego, County of Los Angeles, and City of Huntington Beach (to name a few)

Bureau Veritas – Summary of Review
<ul style="list-style-type: none">• Bureau Veritas's proposal was good, qualified skilled staff and have experience working in the City

Bureau Veritas – Pricing
<ul style="list-style-type: none">• Low end from \$65/Hr for Engineering Technician• High end to \$203/Hr for Senior Engineer

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Plan Check & Engineering

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

VENDOR: Vendor #4.

OVERALL RANKING: 4 out of 10

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer
2. Senior Civil Engineer
3. Water Quality Supervisor

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 67.6

Vendor #4 – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8.3	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	18.3	25
<i>Staffing</i>	15.7	25
<i>Understanding & Methodology</i>	12.3	15
<i>References</i>	-	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	8	15
Total	67.6	105

II. DUE DILIGENCE REVIEW

VENDOR #4 – Summary of Review
<ul style="list-style-type: none">• Vendor #4 has good experience for what the City needs, however, proposed staff did not

VENDOR #4 – Pricing
<ul style="list-style-type: none">• Low end from \$135/Hr for Assistant Engineer• High end to \$225/Hr for Senior Principal Engineer



City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk

Robin Estanislau, City Clerk

May 24, 2018

Derek J. McGregor, Inc.
Attn: Derek J. McGregor
18 Technology Drive, Suite 100
Irvine, CA 92618

Dear Mr. McGregor:

Enclosed is a copy of the fully executed "Professional Services Contract between the City of Huntington Beach and Derek J. McGregor, Inc. DBA DMC Engineering for On Call Plan Check and Engineering Services."

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds

Enclosure