

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
BKF ENGINEERS
FOR
ON-CALL CIVIL ENGINEERING, SURVEYING & PROFESSIONAL
CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and BKF ENGINEERS, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call civil engineering, surveying and professional consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Chris Rideout, 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 one year from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Dollars (\$1,000,000.00).

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

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

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

10. CERTIFICATE OF INSURANCE

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

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

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

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Chris Tanio
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

BKF Engineers
ATTN: Chris Rideout
255 Shoreline Drive, Suite 200
Redwood City, CA 94065

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,

BKF ENGINEERS

By: _____

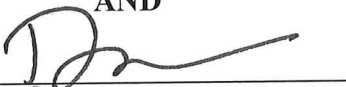

GORDON SWEET

print name

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

AND

By: _____


DANIEL SCHAEFER

print name

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

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

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney



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 Civil 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.

CITY OF HUNTINGTON BEACH

ON-CALL CIVIL ENGINEERING, SURVEYING & PROFESSIONAL CONSULTING SERVICES



MARCH 22, 2021

CITY OF HUNTINGTON BEACH

ON-CALL CIVIL ENGINEERING, SURVEYING & PROFESSIONAL CONSULTING SERVICES

TABLE OF CONTENTS

A. COVER LETTER

B. VENDOR APPLICATION FORM

C. PRE-QUALIFICATION FORM (EXHIBIT A)

D. SERVICE CATEGORY

Firm Qualifications

- Firm Profile 1
- References 2

Staffing

- Organization Chart 3

Understanding & Methodology Section

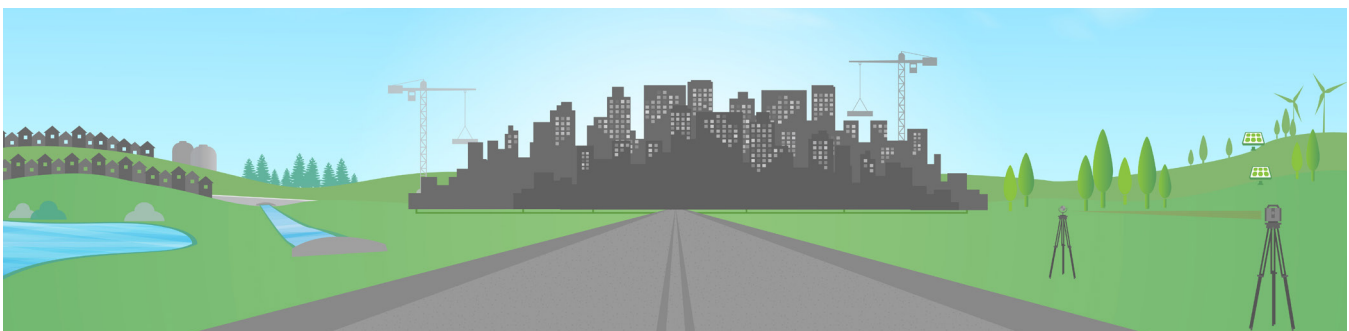
- Project Approach / Methodology 5
- Scope of Work 7
- Project Controls & Quality Assurance /
Quality Control Procedures 14

KEY PERSONNEL RESUMES

- Key Personnel Resumes
- Key Personnel Licenses

E. RATE SHEET

(Separate Sealed Envelope)





March 22, 2021

Jennifer Anderson, Senior Buyer
City of Huntington Beach
2000 Main Street
Huntington Beach CA 92648

SUBJECT: CITY OF HUNTINGTON BEACH ON-CALL ENGINEERING, SURVEYING, & PROFESSIONAL CONSULTING SERVICES

BKF Engineers (BKF) welcomes the opportunity to be placed on the roster for the City of Huntington Beach's On-Call Engineering, Surveying, & Professional Consulting Services. The BKF Team is well-versed in all aspects of public works projects associated with Public Infrastructure Projects including but not limited to, Street Improvements, Parking Lots, Roadway Lighting, Intersection Improvements, ADA, Pavement Resurfacing Projects, Driveways, Drainage, Piping, Pumping Systems, Pavement Management Systems.

ABOUT US. Since 1915, BKF Engineers has built a reputation on the ability to plan, design, survey, and successfully implement small to complex projects. We draw upon and utilize our experience guiding projects from the inception and feasibility stages through construction to develop designs that identify physical constraints, potential risks, and value engineering alternatives; resulting in projects that exceed expectations.

Through our network of 15 offices in California, BKF provides civil engineering, land surveying, and land planning services for government agencies, utility districts, institutions, developers, architects, contractors, school districts, and corporations. By combining our years of experience in diverse markets with new, innovative approaches to problem solving, we have grown to more than 450 experienced staff.

EXPERIENCED TEAM. BKF's corporate structure utilizes permanent standing teams assigned to specific projects based on their expertise. Key BKF team members have been involved with the award-winning projects such as the 2016 ACEC Engineering Excellence Honor Award winning project, Firestone Boulevard Bridge Replacement, for the Cities of Downey and Norwalk. We understand the need of having design team members who are familiar with the municipalities such as the City of Huntington Beach and can tackle any assignment large or small. Leading the team as Principal in Charge will be Chris Rideout, PE and BKF's Senior Project Manager, Sheila Amparo, PE, QSD, will lead the design efforts and day to day management of the team.

A. COVER LETTER

PROJECT MANAGER

Sheila Amparo, PE, QSD/QSP
(949) 526-8478
samparo@bkf.com

OFFICE LOCATION

4675 MacArthur Court, Suite 400
Newport Beach, CA 92660
www.bkf.com

SIMILAR WORK. For more than 105+ years, BKF has established the reputation with public agencies in delivering projects that meet their expectations, on time and within budget. The relationships that we have established over the years, have contributed to our success in winning more than 30 southern California On-Call contracts. With a proactive approach, we will work with the City of Huntington Beach, aligning the City's goals and objectives to enhance the quality of life in the community and ensure a safe environment that promotes multi-modal transportation improvements. Projects of interest in the City's 2020/2021 Capital Improvement Program (CIP) include annual residential, alley, and arterial rehabilitation projects, traffic signal modification/synchronization, parking lot pavement, park upgrades and renovations, and other Public Works Infrastructure projects.

As Principal and Vice President, I can make legally binding commitments on behalf of BKF Engineers. I acknowledge receipt of Addendum 1 issued via PlanetBids on March 2, 2021. I am available to expand on any portion of our proposal and answer any further questions. Please feel free to contact me during the selection process at (949) 526-8462. We look forward to working with the City of Huntington Beach and discussing the City's projects in more detail.

Sincerely,

BKF ENGINEERS



Chris Rideout, PE

Principal/Vice President



REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: BKF Engineers

Contact Person for Agreement: Chris Rideout, PE

Corporate Mailing Address: 255 Shoreline Drive, Suite 200

City, State and Zip Code: Redwood City CA 94065

E-Mail Address: crideout@bkf.com

Phone: 949-526-8462 Fax: 949-526-8499

Contact Person for Proposals: Jackie Martinez

Title: Business Development Manager E-Mail Address: jackiemartinez@bkf.com

Business Telephone: 949-526-8460 Business Fax: 949-526-8499

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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

B. VENDOR APPLICATION FORM



Names & Titles of Corporate Board Members

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

Names	Titles	Phone
Board of Directors		
Scott Schork, PE	Board Chairman	(408) 467-9126
Greg Hurd, PE, PLS	President, CEO	(707) 583-8518
Chris Rideout, PE	Director/Principal	(949) 526-8462
Davis Thresh, PLS	Director/Principal	(408) 467-9114
Eric Girod, PE	Director/Principal	(925) 396-7751
Jacob Nguyen, PE	Director/Principal	(408) 467-9146
Simon North, PE	Director	(650) 482-6377
Additional Authorized to Sign Contracts		
Jaysen Long, PE	Principal, COO	(916) 556-5826
Brian Scott, PE	Principal	(650) 485-6335
Daniel Schaefer, PE	Principal	(925) 940-2214
Gordon Sweet, PE	Principal	(925) 940-2214

Federal Tax Identification Number: 94-172973

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

City of Huntington Beach Business License Expiration Date: N/A

C. PRE-QUALIFICATION FORM (EXHIBIT A)



EXHIBIT A: PRE-QUALIFICATION FORM ON-CALL CIVIL, SURVEYING & PROFESSIONAL CONSULTING SERVICES

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

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

Firm Name: BKF Engineers

Firm Address: 4675 MacArthur Court, Suite 400, Newport Beach CA 92660

Signature:  Date: 03/22/2021

BKF Engineers

Delivering Inspired Infrastructure for over 100 years

Since 1915, BKF Engineers has built a reputation on the ability to plan, design, survey, and successfully implement complex projects. We draw upon and utilize our experience guiding projects from the inception and feasibility stages through construction to develop designs that identify physical constraints, potential risks, and value engineering alternatives; resulting in projects that exceed expectations.

Through our network of 15 offices in California, BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, architects, contractors, school districts, and corporations.

BKF's decades of engineering, surveying, and planning have produced some of the most recognized projects in California. By combining our years of experience in diverse markets with new, innovative approaches to problem solving, we have grown to more than 450 experienced staff.

SERVICES

Civil Engineering
Surveying
Planning
Transportation

Water Resources
Sustainability
Construction Management
Utility Locating



450+
Employees

Founded in
1915

15
Regional Offices

160
Professional
Engineers &
Surveyors

REFERENCES



ROSECRANS PAVEMENT REHABILITATION PROJECT
BUENA PARK, CA

As part of the City of Buena Park’s pavement rehabilitation program, the City has identified the segment of Rosecrans Avenue between the eastern and western City Limits in the vicinity of Ralph B. Clark Regional Park as part of the 2020 construction cycle. In this location the City of Buena Park limits are from the centerline to the south curb, with the northerly and easterly limits of Rosecrans Boulevard owned by the City of Fullerton, and the westerly limits owned by the City of La Mirada.

Unlike many pavement rehabilitation projects, Rosecrans has minimal flatwork replacement needs. In this area, Rosecrans has a longitudinal slope sufficient to not allow for ponding which in turn would lead to isolated flatwork/pavement failures. The landscape area are at the back of the sidewalk with large trees and tree roots damaging segments of sidewalk. The Project included localized sidewalk repair and tree root barriers.

BKF’s scope of work included; pavement rehabilitation, curb, gutter, cross gutter and sidewalk replacement and the installation of ADA compliant curb ramps.

Project Manager: Sheila Amparo, PE, QSD/QSP
Key Personnel: Chris Rideout, PE
Year Completed: 2020 | **Project Cost:** \$733,000.0000

REFERENCE: CITY OF BUENA PARK
Teddy Luong, PE. Assistant Engineer
Ph. (714) 562-3500 | Email: tluong@buenapark.com



JEFFREY/WALNUT INTERSECTION IMPROVEMENT PROJECT
IRVINE, CA

Selected from the City of Irvine’s On-Call consultant contract, BKF prepared construction documents for the street improvements/widening to the Jeffrey Road and Walnut Avenue intersection.

BKF led all civil engineering, surveying, right of way engineering, and third party utility coordination. The Jeffrey/Walnut Intersection Improvement Project required the widening of Jeffrey Road. This widening required roadway easements and temporary construction easements through several properties. BKF, along with the City, developed and prepared the right of way requirements map and matrix that is color-coded depending on the type of acquirement with the affected square footages identified within their property. The City utilized these scaled exhibits to negotiate and discuss the impacts the project has on their property with the owners. BKF researched and coordinated with the third party utility companies to accurately map the existing facilities within the Project limits. Several relocations needed to occur to support the new improvements which were discussed/agreed to in the field with the utility companies through BKF’s pro-active efforts.

BKF worked closely with the City to ensure traffic interruptions were minimized and existing traffic signals remained operational until the new traffic signals are in place through construction staging.

Project Manager: Sheila Amparo, PE, QSD/P
Key Personnel: Chris Rideout, PE
Dates: 05/2016 - Ongoing | **Project Cost:** \$1,955,000

REFERENCE: CITY OF IRVINE
Darrell Hartman, PE. Senior Civil Engineer
Ph. (949) 724-7556 | Email: dhartman@cityofirvine.org



JAMBOREE/BARRANCA INTERSECTION PROJECT
IRVINE, CA

BKF provided civil engineering, surveying, and project management on this project. BKF, in collaboration with the City, facilitated both site meetings and public meetings for project stakeholders and the general public. In order to increase traffic operations and increase capacity, various additions as well as modifications to this intersection were required. These improvements included the addition of a 5th northbound through lane, new right turn pocket into an industrial complex in the northeast quadrant, and modifications to the existing eastbound left turn movements. These improvements necessitated new right of way acquisitions, utility relocations, and traffic signal modifications. Utilizing both conventional, GPS, and aerial surveying methods, BKF generated a topographic survey to create an existing design base map. Said topographic survey was established on a state wide coordinate system and the city’s datum utilizing existing survey monuments having published and verified values. Internal checks for accuracy backed-up the reliability of the used published values. BKF researched, collected, analyzed, resolved, and confirmed by field survey various record maps, deeds, and other surveying documents of record to construct valid limits of public right of way for design purposes. In addition, BKF generated legal descriptions and associated plat exhibits in conjunction with engineering proposed designs for recordation of land rights transfers.

Project Manager: Chris Rideout, PE
Key Personnel: Sheila Amparo, PE, QSD/P, Davis Thresh, PLS
Dates: 04/2014 - 01/2017 | **Project Cost:** \$2,540,000

REFERENCE: CITY OF IRVINE
Darrell Hartman, PE. Senior Civil Engineer
Ph. (949) 724-7556 | Email: dhartman@cityofirvine.org



BENSON AVENUE STORM DRAIN EXTENSION
CHINO, CA

BKF Engineers is providing engineering services for the design of an extension to the existing 60-inch storm drain line along Benson Avenue. The work includes preparation of topographic base mapping, utility coordination, a hydrology study of the tributary watershed, and the hydraulic analysis and sizing of storm water conveyances. The project also includes the preparation of PS&E documents, traffic control plans, erosion control plans, and a Storm Water Pollution Prevention Plan (SWPPP). The project was also evaluated against the City’s NPDES permit form Santa Ana Regional Water Quality Control Board to determine the need for a Water Quality Management Plan (WQMP). Upstream of the existing storm drain terminus at Philadelphia Street, unmanaged storm water flow caused street inundation and overflow flooding of adjacent lands beyond the public right of way. The proposed project will extend the system north along Benson Ave by approximately 2,600 feet to a location just past the intersection of Benson Avenue and Francis Street. Several inlets will be constructed to relieve street inundation. The project is also accommodating the drainage of the City’s Reservoir No. 3 site at 11840 Benson Avenue.

Project Manager: Daniel Villines, PE
Key Personnel: Chris Rideout, PE
Dates: 04/2014 - 01/2017 | **Project Cost:** \$1,500,000

REFERENCE: CITY OF CHINO
Joseph Lopez, Construction Project Coordinator
Ph. (909) 334-3505 | Email: jtlopez@cityofchino.org

D. SERVICE CATEGORY

STAFFING

ORGANIZATION CHART

The organization chart presented below displays our proposed team organization, depth of resources, and coordination between team members. By assigning seasoned engineers and surveyors, BKF will assure a thorough work product, a cross-pollination of design expertise, and effective management of the project as necessary. *Key Personnel Resumes and copies of pertinent certifications can be found at the end of the proposal.*

PRIMARY CONTACT

Sheila Amparo, PE, QSD/QSP
Project Manager
(949) 526-8478
samparo@bkf.com



PROJECT MANAGEMENT

 | Key Personnel

 **Chris Rideout, PE**
Principal in Charge
BKF ENGINEERS

 **Sheila Amparo, PE, QSD/P**
Project Manager
BKF ENGINEERS


QUALITY CONTROL

 **Bruce Kirby, PE, QSD/P**
QA/QC Manager
BKF ENGINEERS

CIVIL ENGINEERING

Lori Subida, PE
Project Engineer
BKF ENGINEERS

Hooman Jalaie, EIT
Project Engineer
BKF ENGINEERS

 **Tim Connors, PE, PMP**
Construction Manager
BKF ENGINEERS

WATER RESOURCES

 **Dan Villines, PE**
Water Resources Manager
BKF ENGINEERS

Robin Hayes, PE
Hydrology & Hydraulics
BKF ENGINEERS

LAND SURVEYING

 **Davis Thresh, PLS**
Survey Project Manager
BKF ENGINEERS

Walter Stemberga
Project Surveyor
BKF ENGINEERS

Nate Parker, LSIT
Certified Party Chief
BKF ENGINEERS



PROJECT APPROACH / METHODOLOGY

BKF Engineers recognize that an organized On-Call project delivery approach is critical for project success. We understand that managing, building consensus, and obtaining project approvals and permits are often more challenging than preparing the actual design documents. Ensuring that these processes are managed will allow projects to be delivered on schedule and within budget. BKF's management philosophy integrates the following key components: managing the process; defining the critical issues; developing coordinated design documents; and validating implementation.

COMPONENT 1: MANAGING THE PROCESS

- **PROJECT WORK PROGRAM:** When the City identifies a project, our Principal in Charge, Mr. Chris Rideout, PE and Project Manager, Ms. Sheila Amparo, PE, QSD will be available to meet and review the Project goals and based on the specific tasks, will assign a team who will be committed to the Project for the duration. We will develop a detailed project work program that identifies tasks, permits, and deliverables tailored to deliver the Project. We intend for this work program to be a living document that we update regularly to reflect the progress and needs of the Project.
- **DEFINED SCHEDULE:** We will develop our work program with reference to a schedule in Microsoft Project format. Sheila will update the schedule with the completion of each phase, discuss and gain concurrence with the City. The schedule is a critical tool for the Project Team, City, and other Stakeholders to ensure all agree to the tasks and delivery dates. It is imperative to regularly review the baseline schedule and identify any potential tasks that are slipping behind schedule. If this situation occurs, Sheila will work with the team to establish a recovery plan to bring the design schedule back into alignment with the baseline schedule. This recovery schedule will be discussed with the City to ensure concurrence moving forward.
- **DESIGN FEE:** The BKF team will develop a fee for our services based on the agreed to scope of services and schedule.

COMPONENT 2: DEFINING CRITICAL ISSUES

- **CRITICAL CONSIDERATIONS:** For street/roadway projects, the Project Team will prepare geometric alignment studies to ensure the objective and standards for the improvements are adequately addressed. This early establishment and agreement with the City on the geometrics will allow the Project Team to identify critical issues, such as right of way acquisitions and utility relocations that require lengthy lead times that may affect the Project schedule and budget.



D. SERVICE CATEGORY

- **DEFINING CONSTRUCTION RISK:** Risk assessment is key to managing the overall construction budget. Our experience is that characterizing subsurface soils and utilities is critical to managing unknowns that could lead to contractor change order and/or delays. BKF will work with City Staff to identify on any environmental considerations/mitigations early on in the project to ensure the project stays on schedule and can meet the environmental needs of the project as the design is developed. Comprehensive Construction Staging and Traffic Handling plans depicting vehicle/pedestrian circulation as well as efficient Contractor work areas are critical in clearly showing the intent/limit of any closures.
- **STAKEHOLDERS:** Understanding the concerns of the Project's stakeholders at the earliest stage in the design process is essential to prevent delays or conflicts. BKF will coordinate and attend all meetings to understand goals and objectives of all stakeholders and confirm they are aligned properly with the City. Engaging all stakeholders from the beginning of the design process through construction will minimize misunderstandings and will result in a project that meets all objectives.

COMPONENT 3: DEVELOPING COORDINATED DESIGN DOCUMENTS

- **COORDINATION:** The communication conduit with the City will be with Sheila Amparo, PE, QSD/QSP, Project Manager. This single point of contact eliminates possible misunderstandings and duplication of effort. We will assign a Deputy Project Manager to each engagement depending on the expertise needed. This team will be responsible for solving technical challenges while developing the design in accordance with the City's goals. We will coordinate the work with other consultants, Staff, and other agencies to ensure collaboration and obtain Project approvals.
- **COORDINATING AGENCIES:** BKF's experience with public infrastructure projects has taught the value of having clear direct communication and of being accessible at all times during critical project stages. We believe our working relationships with local, state and federal agencies will allow us to streamline the process by minimizing costly lags in communication.
- **TECHNOLOGY:** BKF implements the latest technology to develop designs including AutoCAD Civil 3D. We also have specialized simulation software to assist in the design of infrastructure including AutoTurn, StormCAD, WaterCAD, SewerCAD, HEC HMS, and HEC RAS. For preparation of illustrative exhibits, we have Adobe Illustrator, Photoshop, and InDesign. All staff has access to the most current Microsoft Office applications suite.



D. SERVICE CATEGORY

COMPONENT 4: VALIDATING IMPLEMENTATION

- **INTERNAL QA/QC:** BKF will complete an internal review of all project documents. Under direct communication with Sheila, Bruce Kirby, PE, QSD (QA/QC) will check the documents for errors, perform a constructability review, ensure our documents are coordinated with other disciplines, and suggest alternatives for cost savings. During this period all consultants on the team are required to review not only their own work, but evaluate the other disciplines designs to ensure there are no conflicts and design intent is consistent among the team members.
- **PROBABLE CONSTRUCTION COST:** Evaluating the potential construction cost throughout the Project's life is essential to create a feasible project. BKF is consistently involved in the design and construction of numerous projects each month that provide excellent insight into construction trends and costs. With each submittal, BKF will prepare an opinion of cost to assist in developing a project budget.

With BKF's four-component approach, a detailed work plan, and continually monitoring, we believe that partnering is both aligned and reinforced. This ensures that the City together with BKF's leadership and the team's technical expertise, will meet its goals and objectives for a successful On-Call experience.

SCOPE OF WORK

The BKF team is well organized to tackle the City of Huntington Beach's needs in a timely manner. We will assist the City in developing creative solutions to challenges as we have done so on previous projects. The continuity and long tenure of our staff is evidence that the personnel who we have committed to this On-Call will see the various projects through from start to finish. Each team member is cross trained and has a clear understanding of their role for each assignment. This will allow each team member to properly allocate their resources and make the necessary commitments to the project team.

The following is a sample of our scope of services and will be revised according to the needs of each project issued by the City.

PROJECT MANAGEMENT

- **PROJECT MANAGEMENT:** As Project Manager, Sheila Amparo, PE, QSD/QSP, will be responsible for the day-to-day management of the project design team, including the technical management of the project.



D. SERVICE CATEGORY

- **PROJECT KICKOFF MEETING/PUBLIC OUTREACH/PDT MEETINGS:** BKF will develop the agenda, invite project team members and stakeholders and administer a project kick-off meeting. This meeting will confirm project scope, deliverables, schedule, communication conduits, invoicing, and establish future Project Development Team (PDT) meetings. BKF will prepare meeting minutes and distribute to all in attendance for review and concurrence. Our team will attend Project Development Meetings, Public Outreach, and City Council Meetings to support City Staff and the convey the Project goals.
- **MASTER PROJECT SCHEDULE/PROGRESS REPORTS:** Upon receipt of a task order from the City, we will provide a Project Master Schedule in Microsoft Project to the City. The schedule will be updated and distributed during PDT meetings to confirm the Project is tracking according to expectations. BKF will prepare progress reports indicating current tasks, outstanding items, schedule monitoring, and future anticipated meetings. The progress reports will be prepared and submitted monthly to the City Project Manager prior to the 15th of every month for the duration of the project.
- **MONTHLY INVOICING:** BKF will collect, review and compile invoices from the design team on a monthly basis and will provide the City with the teams composite invoice. Invoices will delineate the current percent complete by task which along with the project schedule can be used to confirm effort, payment, and deliverables are in agreement.

PROJECT MANAGEMENT - DELIVERABLES

- Master Schedule and Updates
- Meeting Agendas and Minutes
- Invoices
- Monthly Status/Progress Reports
- Public Outreach Concept Plans & Drawings
- Public Outreach Materials

AGENCY AND UTILITY COORDINATION

- **STAKEHOLDER COMMUNICATION:** We will engage with the project stakeholders during the early phase of work. The BKF team will reach out and communicate with the project stakeholders, and update the contact person as necessary. As part of this effort, we will:
 - Make necessary contacts with utility companies or other involved agencies concerning facilities to determine design requirements for the construction of new facilities.
 - Communicate with property owners as necessary.



D. SERVICE CATEGORY

- **UTILITY RESEARCH AND COORDINATION:** Our standard practice when starting a new project is to engage the utility companies early in the project, and pro-actively work with them to protect their utilities, or to determine ideal relocation routes. We start by establishing the lines of communication with utility companies present within the project area, such as Southern California Gas Company, Southern California Edison, City of Huntington Beach Water, and AT&T and coordinate with the City of Huntington Beach Public Works Department as needed, by sending out Utility "A" Letters requesting for their record drawings and as-builts. Once we have received all the as-builts and record drawings from each agency, we will incorporate the existing facilities into the utility base mapping in AutoCAD format. Upon completion of the utility base mapping, we will schedule a meeting simultaneously with all third-party utility companies in an "all-hands" meeting. At that meeting, we will present the project and identify utilities needing relocation. Most importantly, we will discuss the timeline for when the utility requires relocation to maintain the project schedule. At this "all-hands" utility meeting, these utility companies are able to coordinate with each other and find opportunities to be in joint ventures reducing their construction costs. We will distribute the Utility "B" Letters with the composite utility plans, and request that they confirm their existing and future facilities. All the gathered utility information will update our comprehensive utility map and matrix that were used to supplement the project base sheets to provide a complete existing utility base. This level of effort will minimize construction costs and ensure the correct placement of the proposed improvements. As part of the utility coordination work, we will:
 - Review & update as-built utility information
 - Request utility mapping from all affected utility owners
 - Update base mapping with existing utility information
 - Submit utility maps to impacted utility owners for verification
 - Identify potential utility conflicts
 - Coordinate the above work with the utility owners

AGENCY & UTILITY COORDINATION - DELIVERABLES

- Utility Map and Matrix
- Utility Notification Letters
- Meeting Agendas and Minutes
- Utility Meetings
- Existing Conditions Base Mapping



D. SERVICE CATEGORY

PRELIMINARY ENGINEERING

Design Survey: BKF will establish project controls, both vertically and horizontally, on the City datum and will set panels for the aerial survey. In areas where more detailed surveying will be required, BKF field crews will conduct a supplemental survey to gather information on critical points (i.e., CL, BCR, ECR, flow lines, edge of gutter) grades, utility structures, and other items necessary to complete the design. In addition, using available record information, BKF will review, research, and tie-in the existing right of way for the project limits.

Our survey crews utilize Leica and Trimble robotic total stations, Trimble R10 GPS receivers, and a Leica C10 & P40 high-definition laser scanner. Our computers include Dell desktops, laptops, and enterprise servers. All offices are connected via a robust intranet. Each office is equipped with large-format color printers and plotters. We regularly invest in updates to our hardware and software. With the use of Leica P40 HDS Scanners, BKF has the ability to collect high resolution point cloud data at 1,000,000 points per second. The data gathered allows the ability to create 3-dimensional models of projects, including as-built surveys, topographical site surveys, roadway and highway surveys, ADA surveys, buildings, bridges, striping, and utility plants.

Typical Surveying Services include:

CONSTRUCTION STAKING

- Review plans
- Calculate offset points
- Prepare cut sheets
- Collect as-built stake location
- Perform field staking

RESEARCH

- Review title reports provided
- Review data provided by the City
- Research maps of record
- Research City/County road files/available field notes
- Research Caltrans records
- Calculate record information to identify title conflicts

GPS CONTROL

- Identify horizontal and vertical control datum
- Reconnaissance of existing control
- Pre-planning of static survey
- Field observations
- Post process data
- Prepare GPS Control Report

BOUNDARY SURVEY

- Calculate search ties for existing corners
- Field surveys to tie out found points to control net
- Adjustment of data
- Resolve discrepancies between record data & found evidence
- Prepare hardcopy of title information, found evidence and resolved boundary

RIGHT OF WAY MAPPING

- Review City right of way requirements
- Prepare appraisal maps and individual plats
- Prepare property descriptions and plats
- Monument right of way
- Prepare Record of Survey

TOPOGRAPHIC MAPPING

- Determine best method for topographic (topo) mapping based on client's needs
- If aerial mapping, provide photo control utilizing RTK or fast static GPS
- Perform on the ground topo mapping

ALTA

- Research maps and deeds of record
- Calculate record documents
- Locate field evidence of property corners and movements
- Boundary information
- Plot title exceptions & easements

3D LASER SCANNING

- Topo, as-built and monitoring surveys
- High speed data capture for future manipulation and extraction
- Geo-reference using onsite project control
- 3-D models
- Utilizes Leica C10 & P40 High-Definition Scanners

CONVENTIONAL SURVEYS

- Provide accurate, fast and efficient results for topographic surveys and construction staking
- Adaptable to project needs
- Provides highly repeatable results



D. SERVICE CATEGORY

Records Research and Field Reviews: We will perform site visits with the City Staff, especially its Maintenance Crew and the Design Team, to identify key issues and concerns, that may not be as apparent. This is the opportunity to not only identify key issues and concerns, but identify and determine the scope and limits of work. To minimize construction cost, we will work closely with the City staff to identify critical items of work and satisfy the City's vision in revitalizing its community. We will create an inventory of the field conditions, identifying areas that are non-ADA compliant to make recommendations to satisfy the standard requirements. As part of this task, a Field Condition Assessment Memo and a Photo Diary will be prepared and submitted.

National Pollution Discharge Elimination System (NPDES) Program Compliance: If the project requires, our team can prepare an NPDES compliance memo which identifies the applicable NPDES Technical Documents including but not limited to a Water Quality Management Plan, Storm Water Pollution Prevention Plan (SWPPP), and other documents required by other agencies such as Caltrans or the Federal Government as required for the project. A draft NPDES compliance memo will be submitted to the City for review and comments. Upon receiving of the review comments, the comments will be incorporated into the final NPDES compliance memo. Following NPDES compliance concurrence, the prescribed NPDES documents will be prepared.

Pavement Investigation: On pavement rehabilitation projects, our Team will initially perform visual inspections. Based on the visual inspection of the existing pavement, we will identify the cause of any pavement failure such that an effective reconstruction/rehabilitation strategy can be developed. We will explore the site's subgrade soil condition and provide recommendations for the structural pavement section, as well as grading requirements for construction of the pavement, curb, gutter, and sidewalk. Should on-site infiltration using BMP facilities is planned, we will evaluate the percolation characteristics of the site soils using appropriate site-specific percolation tests. The feasibility evaluation of the proposed BMP facilities should appropriately address the depth to groundwater and settlement/hydro collapse concerns of underlying soils. We will prepare and submit the Draft and Final Geotechnical Investigation Report, as well as the electronic version to the City.



D. SERVICE CATEGORY

Geotechnical Investigation: Should Geotechnical Investigation be necessary, our subconsultant will provide, based on literature review, field explorations, laboratory testing, engineering analyses, and constructability reviews. The field exploration type, equipment, location, depth, and sampling pattern will be carefully selected so that required data is collected in an efficient manner. We will develop design solutions that are innovative yet practical and readily constructible, considering site constraints, design requirements, existing subsurface conditions, and long-term performance.

Hydrology/Hydraulics/Drainage Improvements: Based on the needs of the project, our Team will initiate the drainage design consistent with the concept design by performing a hydrology study of the drainage areas tributary to the project area. The hydrology study will typically consist of a Rational Method analysis performed with software developed by Advanced Engineering Software (AES). The software was designed to accept watershed data and perform Rational Method analyses in accordance with the Orange County Hydrology Manual. The hydrology study will determine 10-, 25-, and 100-year peak discharges at locations critical to flood water management.

Draft Concept Plans: BKF will prepare the Draft Concept Plans that includes the critical elements of the project. These conceptual plans will depict the various design alternatives and aesthetic options the City will select from to progress to the Final Design. With the budget permitting, a 3D visualization in support of public presentations and council meetings may be developed. Photosimulations (a technique in which proposed conditions are superimposed on photographs) shall be used to convey the various alternatives to City Council and project stakeholders. We will capture ground and aerial photography, which the City will be able to provide input on the preferred ground and aerial perspective for use in the photosimulations. The exhibits shall include:

- Existing and proposed view from an aerial perspective
- Existing and proposed view from a ground perspective

FINAL ENGINEERING

We will advance the preliminary concept plans to the final design level that have been reviewed and selected by the City.



D. SERVICE CATEGORY

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES

Building on the Preliminary Engineering efforts, the Team will develop, as necessary, the following Construction Documents.

TITLE SHEET Prepared to provide an overview of the project limits and an index of project sheets.	SIGNING AND STRIPING PLANS Show the new signage and striping needs to incorporate the new improvements based on Manual Uniform Traffic Control Devices (MUTCD) standard requirements, and include striping for off-site parking stalls.	DRAINAGE SHEETS Prepare and incorporate the findings of the Drainage Analysis and stormwater treatment in the plan and profile on the drainage sheets.
TYPICAL CROSS SECTIONS Prepared to depict significant changes to the roadbed geometry and roadway features.	COMPOSITE UTILITY PLANS Show the existing utilities as well as any relocations necessary due to the improvements associated with the project.	TRAFFIC SIGNAL MODIFICATION PLANS Prepared for intersections and may, if the City necessitates, include mounting bicycle pedestrian signal heads on the traffic poles, rewiring of the intersection and the installation of new conduit for the bicycle pedestrian signalization, in conformance with Caltrans standards and MUTCD guidelines.
GENERAL AND CONSTRUCTION NOTES Included in the construction plan documents for City requirements, such as general traffic control, BMPs, are clearly conveyed and satisfied by the contractor.	STREET LIGHTING PLANS Developed and will be alternating to ensure foot-candle requirements are satisfied. Plans will include conductor/pullbox sizes and locations and service point location.	CONSTRUCTION STAGING/TRAFFIC CONTROL PLANS Prepared by traffic engineer, showing the logical sequence of the order of work. Traffic control plans will be developed for each stage of construction. Traffic control plans in conformance with MUTCD guidelines will show construction area signs, lane closures, and work zone areas of sufficient size to allow the Contractor to work efficiently.
PLAN AND PROFILES (ROADWAY PLANS) These plans will show roadway improvements including geometry, profiles, curb ramp locations, sidewalk improvements and pavement reconstruction areas.	PLANTING AND IRRIGATION PLANS Developed by landscape architect and will show the location and type of landscaping and irrigation system proposed for the project. These plans will reflect the planting palette approved by the City.	
CONSTRUCTION DETAIL SHEETS Identify various elements of work which require additional detail or enlarged scales such as custom curb ramps and sidewalk transitions.		

COST ESTIMATES

The BKF team will develop a line item cost estimate matching the measurement and payment clauses in the specifications that will be used as the baseline estimate for the project throughout the design and into construction. Detailed construction cost estimates and quantity calculations will be submitted as part of each milestone PS&E submittal packages.

SPECIFICATIONS

We will prepare the specifications for all work items necessary for the construction of the Project. BKF will assemble data and assemble the appropriate Special Provisions consistent with County, State, and Federal regulations.



PROJECT CONTROLS

BKF's project controls process helps assist the Project Manager in producing and delivering quality documents that meet the project delivery, cost and quality objectives. BKF will keep the City of Huntington Beach informed and will work to exceed expectations and maintain the project on schedule.

DELIVERY CONTROL

- **PROJECT WORK PROGRAM:** The project work program will identify the tasks and deliverables expected throughout the project. The flexibility in the program will be updated to reflect the progress of the project and discussions with the stakeholders.
- **DEFINED SCHEDULE:** A Microsoft Project schedule will be based on the work plan jointly developed by the City and BKF. At each phase, BKF will update the schedule which will incorporate time for the City to review the documents. Any deviations in the schedule will be discussed promptly with the City.
- **OUTSTANDING ISSUES MATRIX:** BKF will track all outstanding design and program issues in a matrix to facilitate discussions with the City and internal team. This matrix tracks design issues, costs and the schedule.
- **SCHEDULE RECOVERY:** If a delay in the schedule is encountered, either by the stakeholders or by the design team, BKF will develop a comprehensive revised schedule to bring the project back in compliance with the delivery date. BKF will develop this plan, gain commitment from sub-consultants and present and gain agreement from the City. The plan will include staffing augmentations, possible concurrent activities, and a monitoring mechanism to ensure the schedule recovery remains on track. BKF's employees are experienced in all aspects of municipal projects, which allow us to easily share staff across design teams to avoid slippage in schedules.

COST CONTROL

- **PROGRESS REPORTS:** Our Project Manager, will provide bi-weekly progress reports to the City to demonstrate the team is tracking with the project schedule. These reports will be comprehensive in nature to keep all design team members, City, and project Stakeholders apprised of the status of various tasks, any schedule slippage, and corrective measures to bring the schedule back to the baseline. If a change in the scope of services is necessary, BKF will provide the City with a written addendum request to the City, and will not begin work until the City is agreement with the amendment.



D. SERVICE CATEGORY

- **CONSTRUCTION COST:** BKF integrates cost estimates for each milestone delivery and compares to the baseline costs established early on in the project. BKF understands there are finite budgets associated with these capital improvement projects and will track and tailor the design accordingly. As stakeholders are engaged, scope creep can occur and BKF will identify any new project elements that are being introduced into the project. As the project progressed BKF will determine if the new items can be absorbed into the project. Alternatively, BKF can suggest bid alternates to allow for the greatest bidding flexibility for the City.

QUALITY CONTROL

BKF will dedicate Bruce Kirby, PE, as the Quality Assurance/Quality Control Manager. Bruce's key role is to assure the Quality Control procedures delineated below are closely followed and the procedure documented.

LEVEL 1: INTERNAL REVIEW - EACH DISCIPLINE IS REQUIRED TO CONDUCT AN INTERNAL REVIEW PERFORMED PRIOR TO EACH MILESTONE SUBMITTAL.

A senior staff member at the firm, other than on the design team, shall review the documents prepared by the design team. This review will require that all items on the documents be highlighted in yellow indicating the review has occurred and there are no exceptions to the document. This process is for the entire document (i.e. north arrows, station call-outs, profile grid designation, etc.).

- If the reviewer identifies an item on the document that is not correct, then it is marked in red. If the reviewer has comments for clarifications, then it is marked in green.
- After the review is complete, the document is returned to the design team with a signature (documentation) indicating the review is complete.
- The design team will review and address all items in red and meet with the reviewer on the items in green until a clarification allows for the reviewer to yellow the item, or a red mark is added.
- The design team will then resolve the red marks and return the reviewers original markup along with a clean print. The reviewer will document the comments that have been addressed by yellowing out the original red mark and placing yellow on the clean set, and signing the document.

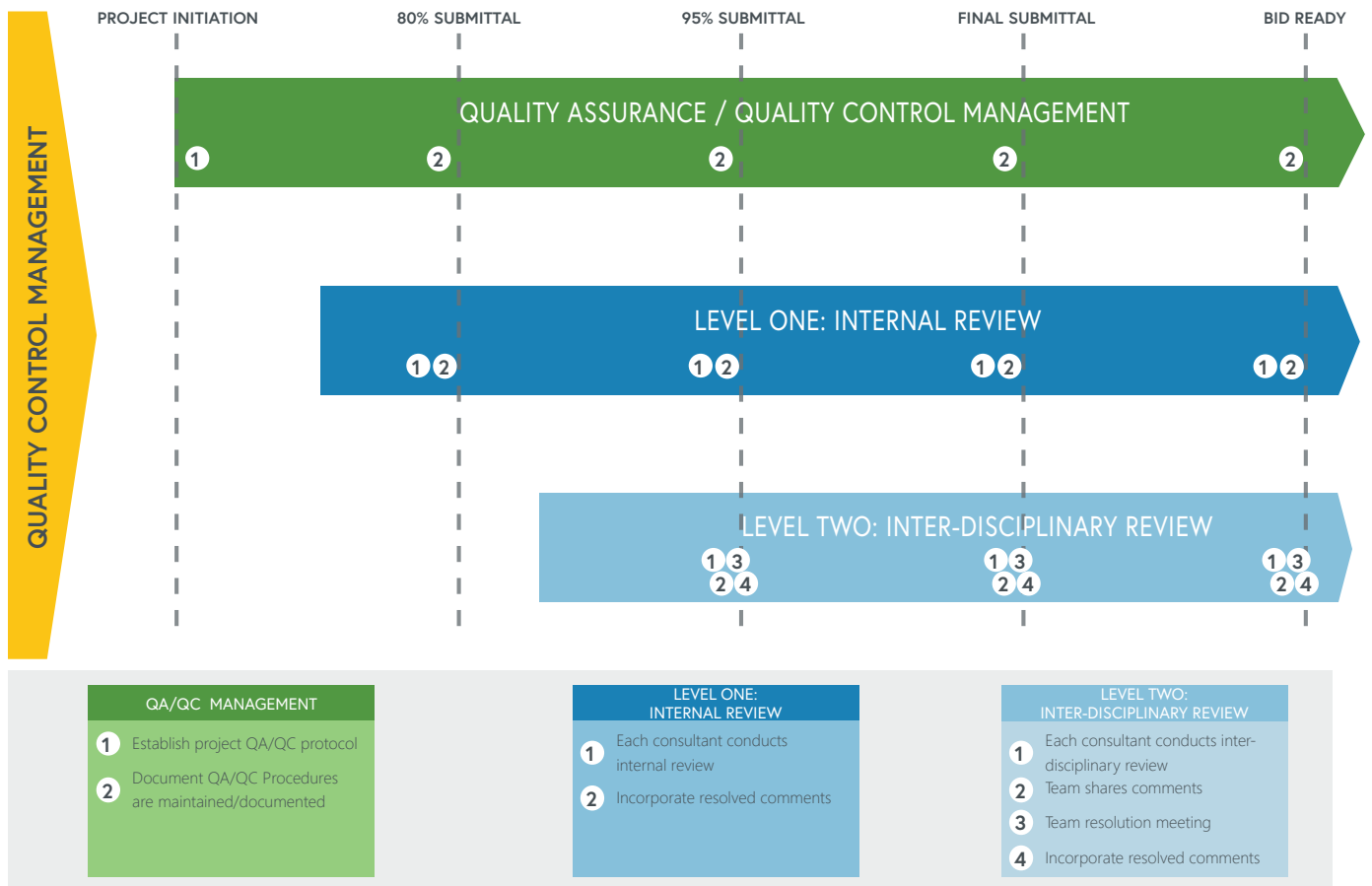


D. SERVICE CATEGORY

LEVEL 2: INTER-DISCIPLINARY REVIEW - THIS REVIEW IS TO CONFIRM THAT THERE ARE NO INTER-DISCIPLINARY CONFLICTS AND OCCURS AT THE 50%, 90% AND FINAL SUBMITTAL MILESTONES.

- All disciplines provide their plans to BKF for collation. BKF will assemble the sets and distribute to the design team.
- Each discipline will review the others and similar to the process delineated in Level 1 above, marking in yellow, red, or green, and return to BKF for collation.
- A meeting will be held with all the disciplines in attendance, and the documents with all red or green comments will be discussed and resolved between disciplines.
- The resolutions will be marked in red and returned to the designer for incorporation as described above in the Level 1 procedure.

Bruce will review the review documents to ensure the Level 1 and Level 2 procedures have been met by all team members and will document his findings.





CHRIS RIDEOUT, PE

PRINCIPAL IN CHARGE

Chris Rideout has over 34 years of project management/design experience on numerous streetscape, roadway, utility infrastructure, and municipal improvement projects. He has been able to develop strong relationships with the local and regional approval agencies throughout his career, which helps with obtaining timely jurisdictional approvals. His strengths include providing creative alternatives with a maximum amount of flexibility during the design, while maintaining the project objectives and schedule.

SELECT PROJECT EXPERIENCE

Jeffrey/Walnut Intersection Improvement Project, Irvine, CA

- Principal in Charge for the roadway widening
- Oversight of utility coordination with city and third party utility companies
- Participated in field review meetings with city staff and design team
- Oversaw preparation of PS&E packages for city review

Trabuco/Remington Traffic Signal, Irvine, CA

- Project reports include traffic analyses and environmental studies
- Geometric configuration of the intersection
- Flood control design, the installation of traffic signals and retaining walls within the Central Irvine Channel

Lakewood/Florence Intersection Improvement Project, Downey, CA

- Developed numerous geometric alternatives
- Refined Right of Way acquisition needs
- Coordinated with utility companies

Pico Rivera Regional Bikeway, Pico Rivera, CA

- Principal in Charge leading a multi-discipline team
- Lead coordination with utility companies
- Evaluated water Quality/parking constraints

Uptown Whittier Parking Structure, Whittier, CA

- Civil principal for a 425-stall parking structure located in the City's central business district
- Oversaw grading and drainage design; coordinated survey effort for the project
- Reviewed Low Impact Development design to meet storm water quality compliance
- Reviewed hydrology and hydraulics analysis for inlet and pipe sizing with civil design team

Central Anaheim Base Mapping - GSA #4, Anaheim, CA

- Leading civil efforts as part of the city's electrical undergrounding project.
- Preparing and distributing Utility "A" Letters with heavy coordination with all utility agencies present within the project footprint
- Sanitary sewer and storm drain

Lambert Park Renovation Project, El Monte, CA

- BKF was the Civil Engineer on a multi-discipline Team for renovating the existing facilities
- BKF evaluated and upgraded the drainage to incorporate new facilities as well as introduce enhanced water quality measures
- Upgraded existing parking lot to meet City standards and improve drainage
- Provided new utility connections for renovated/new concession facilities

EDUCATION

B.S., Civil Engineering,
California Polytechnic
University

REGISTRATION

Professional Civil
Engineer CA No. 44922

TOTAL YEARS EXPERIENCE

34 years, 17 with BKF

ON-CALL EXPERIENCE

- City of Anaheim -
Public Works
- City of Anaheim -
Public Utilities
- City of Brea
- City of Buena Park
- City of Burbank
- City of Commerce
- City of Downey
- City of Irvine
- City of Laguna Niguel
- City of Long Beach
- City of Los Angeles
- County of Orange
- City of Santa Fe Springs



SHEILA AMPARO, PE, QSD/P

PROJECT MANAGER

Sheila has over 20 years of civil engineering experience in roadway design, grading, and highway/bridge projects with municipal agencies, as the project manager, design manager, and project engineer. Sheila has lead the design efforts for roadway geometrics, grading, signing and striping, stage construction and traffic handling. She will oversee all the geometric design, and ensure that coordination among the team members are consistent and clear.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
California Polytechnic
University

REGISTRATION

Professional Civil
Engineer CA No. 78003

CERTIFICATIONS

Qualified SWPPP
Developer (QSD) &
Practitioner (QSP)
CA No. 26297

TOTAL YEARS EXPERIENCE

20 years, 5 with BKF

ON-CALL EXPERIENCE

- City of Anaheim - Public Works
- City of Anaheim - Public Utilities
- City of Brea
- City of Buena Park
- City of Burbank
- City of Commerce
- City of Downey
- City of Irvine
- City of Laguna Niguel
- City of Long Beach
- City of Los Angeles
- City of Santa Fe Springs

Rosecrans Pavement Rehabilitation Project

- Project Manager for the pavement rehabilitation project
- Scope included curb, gutter, cross gutter and sidewalk replacement
- Replacement of ADA compliant curb ramps
- Led review meetings with city staff and design team
- Coordinated project design with city staff and subconsultants

Jeffrey/Walnut Intersection Improvements, Irvine, CA

- Responsible for utility coordination with city and third party utility companies
- Led field review meetings with city staff and design team
- Coordinated project design with city staff and subconsultants
- Prepared PS&E packages for city review

Trabuco/Remington Traffic Signal, Irvine, CA

- Project Manager preparing project reports including traffic analyses and environmental studies geometric reconfiguration of the intersection
- Preparing PS&E submittal package
- Leading flood control design, installation of traffic signals and retaining walls within the Central Irvine Channel

Lakewood/Florence Intersection Improvements, Downey, CA

- Deputy Project Manager/Civil Lead for the design of the roadway widening and intersection improvement project
- Worked closely with the City to develop alternatives and come to a consensus as to which alternative to progress to Final Design
- In determining the location of the proposed traffic signals and storm drain, worked closely with the City and utilities locating services to develop a potholing plan for City-concurrence

Pico Rivera Regional Bikeway, Pico Rivera, CA

- Project Manager/Civil Lead managing team through PA/ED phase of the Project to meet funding deadlines
- Working closely with City & Environmental subconsultant to submit Environmental Documents to Caltrans, and permitting applications with Army Corps of Engineers
- Working closely with City for Public Outreach
- Worked closely with City and Caltrans to gain ED approval

**EDUCATION**

B.S., Civil Engineering,
California Polytechnic
University

REGISTRATION

Professional Civil
Engineer CA No. 42393

CERTIFICATIONS

Qualified SWPPP
Developer (QSD) &
Practitioner (QSP) CA,
No. 20900

Envision Sustainability
Professional (ENV SP)

**TOTAL YEARS
EXPERIENCE**

37 years, 3 with firm

ON-CALL EXPERIENCE

- City of Buena Park
- City of Irvine
- City of Laguna Niguel
- City of South El Monte
- County of San Bernardino
- San Diego City/County/Port

BRUCE KIRBY, PE, QSD/P

QUALITY ASSURANCE / QUALITY CONTROL MANAGER

Bruce's civil engineering experience spans over 37 years where he has played a key role in the design of projects including street improvements, sidewalks, drainage, and supervision of design teams, and project coordination. He has directly overseen the civil design of street improvements including pedestrian access, though large subdivision projects that provide sidewalks from schools to parks to residential neighborhoods. Bruce will serve as the QA/QC Manager for this Project, his key role is to assure that BKF Quality Control procedures are closely followed and documented.

SELECT PROJECT EXPERIENCE**Foster Road Side Panel, Norwalk, CA**

- Reviewed plans to confirm that the design elements matched the documented existing conditions
- Field reviews during construction to address and provide alternate solutions to unforeseen conditions
- Coordinate design changes in the field to verify that they met the City Standards

Uptown Whittier Parking Structure, Whittier, CA

- Responsible the preliminary and final design for a new parking structure containing approximately 425 spaces
- Project proposes to demolish an existing surface parking lot and replace with a new parking structure
- New structure will encompass the entire area of the previous parking lot and will require the temporary relocation of an existing Verizon tower and then ultimately provide a permanent location for the tower
- Temporary surface parking lot installed in the vacant parcel in the northwest corner of the intersection of Comstock Avenue and Bailey Street to offset the loss of the existing parking
- Other offsite improvements include a narrowed street and revised curb line to allow for additional planting along the project frontage of Comstock Avenue

Newport Beach Junior Lifeguard Building, Newport Beach, CA

- Project Manager for proposed project to construct new Jr. Lifeguard Building
- New building will be located in the same general area as the current junior lifeguard building, on the sand 275 feet southeast of the Balboa Pier near the A Street public parking lot
- Existing building is within Zone VE with a base flood elevation of 21 feet above mean sea level and the new building location will be outside the Zone VE
- Intent is to replace the parking that is being removed from A Street Parking Lot, and match or increase number of parking stalls in Main Parking Lot
- Concept is to redesign Main Street Parking Lot by removing pay kiosk area and restripe lot to get more parking and add 25 to 35 parking spaces, and to be able to show that if the Main Street Parking Lot is reconfigured, the new building will not leave a parking deficit

Pacific Coast Highway Widening, Newport Coast CA

- Work included a new earthen v-ditch outside paved area to adjacent water quality basin to address water quality issues
- Improvements designed and built in a single final phase
- Plans prepared & processed through Caltrans to current highway standards



TIM CONNORS, PE, PMP

CONSTRUCTION MANAGER

Tim has successfully performed in the Civil and Structural Engineering consulting environment for over 35 years. He has worked across a broad spectrum of large-scale public and private infrastructure engineering and construction developments. A few projects that Tim has worked on include highway design, bridge seismic retrofitting structural design, light rail transit design, residential/commercial/retail structures design and construction, flood control facilities design, run-of-the-river/small head hydroelectric power generation stations, hydrologic analyses, open-channel hydraulics analyses, and land development planning, entitlements, funding and engineering.

EDUCATION

B.S., Civil Engineering;
University of
Massachusetts,
Amherst, MA

REGISTRATIONS

Registered Professional
Engineer, CA, No. 45583

CERTIFICATION

Project Management
Professional, CA, No.
2081125

LICENSING

General Engineering "A"
Contractor (964163)

TOTAL YEARS EXPERIENCE

35 years, 1 with BKF

ON-CALL EXPERIENCE

- City of Anaheim -
Public Utilities
- City of Anaheim -
Public Works
- City of Brea
- City of Irvine
- City of Laguna Niguel

SELECT PROJECT EXPERIENCE

Long Beach Energy Resources (LBER) - Gas Line Demolition, Long Beach, CA

- Construction manager for the oversight of removal, abatement and disposition of 10,300 14"-16" natural gas line for OC405 widening
- Construction inspection of asbestos abatement & remediation of pipeline coating
- Oversight and management of Contractor schedule, safety management, operations, project close-out, agency liaison, and budget

Mount Vernon Viaduct PM/CM Project, San Bernardino CA

- Constructing a new wider and longer bridge on a similar horizontal alignment and a slightly higher profile
- Rough grading (including removal of building structure foundations) of the area bounded by 4th Street, Cabrera Avenue, Kingman Street and Mount Vernon Avenue, and enclosure of this area with an architectural wall and landscaped buffer.
- Reconstruction of the Mount Vernon Avenue intersections with 2nd Street and Kingman Street
- Coordinates with local public and private utility companies about project needs
- Liaison between all utility companies and project stakeholders to provide specific project updates

Shaffer Park Renovation, Orange, CA

- Project Management oversight of the renovation of existing City of Orange 7.5 acre public park
- Improvements included site wide regrading for new playground facilities, ballfield, concrete flatwork, pervious pavements BMP's
- Construction of 3500 sf Community Center building and 1800 sf Concession Building and restrooms



DANIEL VILLINES, PE

WATER RESOURCES MANAGER

Daniel offers more than 29 years of professional civil engineering experience in the technical field of water resources. His experience includes hydraulic and structural analyses for the preparation of design plans, specifications and cost estimates for retaining walls, flood walls, dams, detention basins, water supply, wastewater, and flood control facilities. Daniel has performed plan-check services for public agencies to verify hydrology and hydraulic design considerations. He has extensive knowledge of computer based hydraulic models for both open canal and piping systems for the purpose of determining cost effective and efficient hydraulic conveyance systems. Daniel has been involved in the structural analysis, design, and construction of several hydraulic based projects in Southern California.

EDUCATION

B.S., Civil Engineering,
California Polytechnic
University

REGISTRATION

Professional Civil
Engineer CA No. 55210

TOTAL YEARS EXPERIENCE

29 years, 2 with BKF

ON-CALL EXPERIENCE

- City of Anaheim -
Public Utilities
- City of Irvine
- City of South El Monte

SELECT PROJECT EXPERIENCE

Benson Avenue Storm Drain Extension, Chino CA

- Project Manager providing engineering design services for the extension of the existing Benson Avenue Storm Drain
- Directed hydrologic analysis of the watershed tributary to the proposed storm drain facility
- Directed hydraulic analysis of the existing and proposed facility
- Directed the preparation of the 30%-level storm drain improvement plans

Pico Rivera Regional Bikeway, Pico Rivera, CA

- Project implemented water treatment along Mines Avenue
- Design of bioswale in between travel lanes and Class IV Bikeway
- Hydraulics analysis of the San Gabriel River with the construction of the pedestrian overcrossing the River
- Scour analysis for the bridge piers

Paularino Channel Trail, Costa Mesa, CA

- Drainage and water quality task manager for the design of the Paularino Channel Trail
- Performed a hydrological evaluation of local flows tributary to the trail alignment
- Evaluated trail impacts to the hydraulic flow characteristics of Paularino Channel
- Developed options for channel modifications to achieve trail configuration goals
- Presented channel modifications options to the City and OC Public Works
- Responded to OC Public Works comments and concerns

Hicks Canyon Channel Drainage Study, Irvine CA

- Project Manager for the assessment of capacity and improvements to the Hicks Canyon Drainage Facilities in Irvine, CA
- Managed Unit Hydrograph and Rational Method hydrology studies of tributary watersheds per the Orange County Hydrology Manual
- Guided hydraulic analyses of natural and improved conveyances with HEC-RAS and WSPG software
- Authored a findings report that presented analytical processes, identified alternatives, and provided cost estimates for City consideration and future project definition

Trabuco/Remington Traffic Signal, Irvine, CA

- Analyzed and evaluated the hydraulics within the Central Irvine Channel
- Performed the hydrology analysis of impacted area
- Channel modification due to the roadway widening

**EDUCATION**

Surveying, Diablo Valley
College, Pleasant Hill, CA

REGISTRATION

Professional Land
Surveyor, CA No. 6868

**TOTAL YEARS
EXPERIENCE**

37 years, 30 with BKF

ON-CALL EXPERIENCE

- City of Santa Fe Springs
- City of Anaheim -
Public Utilities
- City of Anaheim -
Public Works
- City of Irvine
- City of Laguna Niguel
- City of South El Monte

DAVIS THRESH, PLS**SURVEY PROJECT MANAGER**

Throughout his tenure with BKF, Davis has played a key role in many projects in both the public and private sectors. Davis has been the lead surveyor on numerous projects involving districts, cities, counties, and other local municipalities in California. He is responsible for management of all phases of land surveying including construction, both aerial and conventional topographic and planimetric surveys, boundary analysis and resolutions, right of way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract document preparation, cost estimation, and contract administration. He provides coordination with clients, other professional consultants and reviewing agencies.

SELECT PROJECT EXPERIENCE**Foster Road Side Panel, Norwalk, CA**

- Survey Manager
- Horizontal and vertical site control
- Design level topographic site survey
- Monument collection for record map compilation

Gerald Desmond Bridge, Port of Long Beach, CA

- Topographic mapping
- Aerial Mapping – Caltrans ABC mapping and GPS Control
- Location Existing Monumentation
- Pre-construction Record of Survey (17 sheets)
- HDS Scanning – Pavement Elevations
- Staking of bent locations for soil engineer

Surfside Inn Pedestrian Overcrossing, Dana Point, CA

- Researched utilities, topographic surveying and right of way determination for compiling base sheets for the development of a PSR for the replacement of an existing pedestrian bridge over the Metrolink tracks and Pacific Coast Highway
- Located record boundary on base mapping to ensure improvements were located in existing Right of Way (ROW)
- Coordinated potholing activities of existing utilities
- Conducted utility topographic surveying to assemble into a project base map for the team to use in the preparation of the PSR

Pine Avenue Streetscape, Long Beach, CA

- Two phase project for streetscape improvements in downtown
- Full ground topographic survey for 1.25 miles of commercial area
- Record boundary to identify encroachments
- Led the effort of utility location and documentation

Central Anaheim Base Mapping, Anaheim, CA

- Right of Way Engineering & Mapping
- Map Checking Services
- Survey & Mapping
- Utility Base Mapping
- Utility Coordination
- Field and Office Survey Support



KEY PERSONNEL LICENSES

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 44922

NAME: RIDEOUT, CHRISTOPHER PENROD

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

2973 BIMINI PL
COSTA MESA CA 92626
ORANGE COUNTY

ISSUANCE DATE

JULY 14, 1989

EXPIRATION DATE

MARCH 31, 2022

CURRENT DATE / TIME

MARCH 17, 2021
2:43:50 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 78003

NAME: AMPARO, SHEILA ANNE

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

4675 MACARTHUR COURT STE 400
NEWPORT BEACH CA 92660
ORANGE COUNTY

ISSUANCE DATE

JUNE 10, 2011

EXPIRATION DATE

SEPTEMBER 30, 2021

CURRENT DATE / TIME

MARCH 17, 2021
2:40:17 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 42393

NAME: KIRBY, BRUCE WILLIAM

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

24652 SUNRISE CT
DANA POINT CA 92629
ORANGE COUNTY

ISSUANCE DATE

AUGUST 21, 1987

EXPIRATION DATE

MARCH 31, 2022

CURRENT DATE / TIME

MARCH 17, 2021
2:44:27 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 45583

NAME: CONNORS, JAMES TIMOTHY

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

5902 APPIAN WY
LONG BEACH CA 90803
LOS ANGELES COUNTY

ISSUANCE DATE

AUGUST 27, 1990

EXPIRATION DATE

DECEMBER 31, 2022

CURRENT DATE / TIME

MARCH 17, 2021
2:48:15 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 55210

NAME: VILLINES, DANIEL DAVID

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

26511 MERIENDA #5
LAGUNA HILLS CA 92656
ORANGE COUNTY

ISSUANCE DATE

FEBRUARY 9, 1996

EXPIRATION DATE

JUNE 30, 2022

CURRENT DATE / TIME

MARCH 17, 2021
2:45:04 PM

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 6868

NAME: THRESH, DAVIS ROMINE

LICENSE TYPE: LAND SURVEYOR

LICENSE STATUS: CLEAR
ADDRESS

1450 ALMADEN VALLEY DR
SAN JOSE CA 95120
SANTA CLARA COUNTY

ISSUANCE DATE

JUNE 26, 1992

EXPIRATION DATE

SEPTEMBER 30, 2022

CURRENT DATE / TIME

MARCH 17, 2021
2:45:48 PM

CONTACT

SHEILA AMPARO, PE, QSD/QSP

PROJECT MANAGER

(949) 526-8478

samparo@bkf.com



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

RATE SHEET



BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE
JANUARY 1, 2021 - DECEMBER 31, 2024

CLASSIFICATION

HOURLY RATE

PROJECT MANAGEMENT

Principal/Vice President	\$255.00
Senior Associate/Vice President	\$230.00
Associate	\$225.00
Senior Project Manager Senior Technical Manager	\$220.00
Project Manager Technical Manager	\$216.00
Engineering Manager Surveying Manager Planning Manager	\$203.00

TECHNICAL STAFF

Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$188.00
Project Engineer Project Surveyor Project Planner	\$168.00
Design Engineer Staff Surveyor Staff Planner	\$148.00
BIM Specialist I, II, III	\$140.00 - \$160.00 - \$183.00
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00

FIELD SURVEYING

Survey Party Chief	\$185.00
Instrumentman	\$160.00
Survey Chainman	\$120.00
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00
Apprentice I, II, III, IV	\$72.00 - \$97.00 - \$107.00 - \$113.00

CONSTRUCTION ADMINISTRATION

Senior Consultant	\$239.00
Senior Construction Administrator	\$207.00
Resident Engineer	\$154.00
Field Engineer I, II, III	\$140.00 - \$160.00 - \$183.00

ASSISTANTS

Project Assistant	\$92.00
Engineering Assistant Surveying Assistant Planning Assistant	\$88.00
Clerical Administrative Assistant	\$74.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

Bidder's List for Civil Engineering and Surveying - 2021

Company Name	Phone
Ardurra Group	949-677-0391
Aztec Engineering	714-599-2255
BKF Engineers	949-526-8478
Civil Works Engineers	714-966-9060
ERSC	909-890-1255
GHD Inc	949-585-5224
Hartzog and Crabill	714-731-9455
Hunsaker and Associates	949-583-1010
Infrastructure Engineers	714-940-0100
JMC2	310-241-6550
KPFF Consulting	949-252-1022
Mark Thomas and Company	805-701-9427
Merrell Johnson Engineering	760-240-8000
Michael Baker	949-330-4145
NV5 Inc	949-585-0477
Psomas	714-751-7373
Quantum Consulting	310-891-3994
RAK Development dba Kreuzer Consulting Group	714-656-0160
Stantec Consulting	949-923-6962
Sustura Inc	714-465-3157
Tait and Associates	714-560-8200
Tetra Tech	951-662-0788
WG Zimmerman	714-799-1700



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2021

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: nferrick@dealeyrenton.com	
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City CA 94065-1428		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:	
License#: 0020739 BKFEINGI-02		NAIC # 37885 25674 25682	

COVERAGES

CERTIFICATE NUMBER: 1581833012

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6808J585363	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8108J591007	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP8J595006	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB7N703435	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Includes Pollution Liability			DPR9965649	9/1/2020	9/1/2021	Per Claim \$5,000,000 Annual Aggregate \$7,000,000

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

Umbrella policy is follow-form to underlying General Liability/Auto Liability/Employer's Liability.
Ref: BKF Job No. P20210320-01 / Huntington Beach City Council Resolution No. 2008-63. The City of Huntington Beach, its officers, agents and employees are named as Additional Insured for General and Automobile Liability as required by written contract or agreement. General and Auto Liability Insurance policies are Primary and Non-Contributory and a severability of interests applies per policy form. A Waiver of Subrogation applies per the attached endorsement(s). 30 Days Notice of Cancellation. DEDUCTIBLES: Professional Liability Deductible: \$10,000 per claim. No deductibles on the other liability policies.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

City of Huntington Beach
Attn: Risk Management
2000 Main Street
Huntington Beach, CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7N703435

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 5/13/2021

Page 1 of 1

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

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Civil Engineering

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

VENDOR: RAK Development dba Kreuzer Consulting Group (KCG)

OVERALL RANKING: 1 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 88

KCG – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	22	20
<i>Staffing</i>	20	20
<i>Understanding and Methodology</i>	12	15
<i>References and Background</i>	10	10
<i>Interview</i>	15	15
Total	88	100

II. DUE DILIGENCE REVIEW

KCG – Summary of Review	
•	Small but experienced civil design firm

KCG – Pricing	
•	Low end from \$50/hr
•	High end to \$200/hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Civil Engineering

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

VENDOR: Stantec

OVERALL RANKING: 2 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 83

Stantec – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8	10
<i>Qualifications</i>	21	20
<i>Staffing</i>	20	20
<i>Understanding and Methodology</i>	12	15
<i>References and Background</i>	9	10
<i>Interview</i>	13	15
Total	83	100

II. DUE DILIGENCE REVIEW

Stantec – Summary of Review
<ul style="list-style-type: none">• Good civil and surveying services. Worked with City previously

Stantec – Pricing
<ul style="list-style-type: none">• Low end from \$127/hr• High end to \$241/hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Civil Engineering

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

VENDOR: BKF Engineers

OVERALL RANKING: 3 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 79

BKF – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	18	20
<i>Staffing</i>	20	20
<i>Understanding and Methodology</i>	12	15
<i>References and Background</i>	10	10
<i>Interview</i>	10	15
Total	79	100

II. DUE DILIGENCE REVIEW

BKF – Summary of Review	
•	Good design and street rehab experience

BKF – Pricing	
•	Low end from \$74/hr
•	High end to \$255/hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Civil Engineering

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

VENDOR: Ardurra Group

OVERALL RANKING: 4 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 78

Ardurra – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	15	20
<i>Staffing</i>	18	20
<i>Understanding and Methodology</i>	14	15
<i>References and Background</i>	8	10
<i>Interview</i>	13	15
Total	78	100

II. DUE DILIGENCE REVIEW

- Interview Ranking:

Ardurra – Summary of Review	
•	Excellent staffing experience

Ardurra – Pricing	
•	Low end from \$100/hr
•	High end to \$230/hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: On-Call Civil Engineering

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

VENDOR: Psomas

OVERALL RANKING: 5 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 77

Psomas – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications</i>	18	20
<i>Staffing</i>	20	20
<i>Understanding and Methodology</i>	10	15
<i>References and Background</i>	10	10
<i>Interview</i>	10	15
Total	77	100

II. DUE DILIGENCE REVIEW

Psomas – Summary of Review
<ul style="list-style-type: none">• Capable of delivering a variety of civil engineering projects

Psomas – Pricing
<ul style="list-style-type: none">• Low end from \$105/hr• High end to \$290/hr for Principal