



REQUEST FOR PROPOSAL

for

Bridge Design Services

Public Works Department
CITY OF HUNTINGTON BEACH

Released on May 21, 2010

REQUEST FOR PROPOSAL

1. BACKGROUND AND OBJECTIVES

The City of Huntington Beach Public Works Department (City) has issued this Request for Proposal (RFP) to solicit a written response from a qualified firm (Consultant) with the ability to obtain the required environmental approvals, and prepare the final construction documents (plans, special provisions, & estimates) for the following bridge repair/rehabilitation projects:

- I. Brookhurst Street Bridge over Talbert Channel (Bridge No. 55C0096)
- II. Magnolia Street Bridge over Huntington Beach Channel (Bridge No. 55C0388)
- III. Warner Avenue Bridge over Bolsa Chica Channel (Bridge No. 55C0417)
- IV. Admiralty Drive Bridge over Queen Elizabeth Passage (Bridge No. 55C0282)
- V. Davenport Drive Bridge over Weatherly Channel (Bridge No. 55C0259)
- VI. Gilbert Drive Bridge over Shelter Channel (Bridge No. 55C0258)
- VII. Humboldt Drive Bridge over Short Channel (Bridge No. 55C0284)
- VIII. Trinidad Lane Bridge over Weatherly Channel (Bridge No. 55C0260)

The City applied for Federal Bridge Preventive Maintenance Program (BPMP) grant funding in December 2007 for the proposed I.) Brookhurst Street Bridge, II.) Magnolia Street Bridge, and III.) Warner Avenue Bridge preventive maintenance projects. In December 2009, the City received notification that these bridges had been accepted into the Highway Bridge Program (HBP) and that Federal HBP funds had been slated for the preliminary engineering (PE) and construction (CON) phases of these projects.

Additionally in December 2009, the City applied for Federal HBP grant funding for the proposed IV.) Admiralty Drive Bridge, V.) Davenport Drive Bridge, VI.) Gilbert Drive Bridge, and VII.) Humboldt Drive Bridge repair/rehabilitation projects. The City anticipates that Federal HBP grant funding will also be made available for these four bridges. Though no application was submitted, the City was notified that the VIII.) Trinidad Lane Bridge is also on Caltrans' eligible bridge list and has a potential to receive Federal funding. Adobe .pdf files of the available HBP applications for the proposed bridge projects have been attached for reference purposes. The City intends to issue separate NTPs to the Consultant based upon available project funding.

The City's objectives in the issuance of this RFP are as follows:

- ❖ Adhere to the Consultant selection process specified in the Caltrans LAPM.
- ❖ Execute a 3-year term contract with Consultant to provide services specified in this RFP.
- ❖ Prepare the necessary documents, studies, analysis, etc. and obtain all required environmental approvals to construct the proposed bridge repair/rehabilitation projects.
- ❖ Obtain all required Federal, State, local, and regulatory permits and approvals to construct the proposed bridge repair/rehabilitation projects.
- ❖ Prepare the final construction documents (i.e., plans, special provisions, and estimates) to construct the proposed bridge repair/rehabilitation projects.
- ❖ Advertise the construction contract to repair/rehabilitate the III.) Warner Avenue Bridge over Bolsa Chica Channel by August 2011.

2. SCHEDULE OF EVENTS

This RFP will be governed by the following schedule:

❖ Release of RFP	May 21, 2010
❖ Deadline for Written Questions	June 4, 2010
❖ Responses to Questions Posted on Web	June 9, 2010
❖ Proposals are Due	June 21, 2010
❖ Proposal Evaluation Completed	July 19, 2010
❖ Approval of Contract	TBD

3. SCOPE OF WORK

The following is a general description of the anticipated project tasks. These tasks are somewhat flexible and the Consultant is encouraged to provide recommendations with respect to scope and order of completion. A detailed work plan, including a breakdown of specific tasks and phasing is required as part of the Consultant's proposal. The scope of work for each of the proposed bridge projects may include, but is not limited to the following tasks:

Preliminary Engineering

- ❖ Research all applicable State, County, and local records; review record drawings, right-of-way information, previous applications, etc.
- ❖ Perform topographic survey correlated with the California Coordinate System (Zone 6) and applicable Orange County Surveyor's vertical datums.
- ❖ Responsible for public and private utility facility mapping, including the identification of utilities that must be relocated, rehabilitated, or replaced within each project area.
- ❖ Review City's Master Bridge Preventive Maintenance Plan and submitted HBP applications; perform field reconnaissance to define scope of work.
- ❖ Prepare preliminary plans and cost estimates.
- ❖ Analyze project schedule and recommend construction phasing to mitigate traffic impacts.
- ❖ Responsible for overall project management; attendance of project meetings and providing the City monthly status reports to support Consultant invoicing.

Environmental Services

- ❖ Review design documents and all background materials, including existing environmental documents and studies within or near each project area, and prepare a written assessment on each of them.
- ❖ Complete a Notice of Preparation (NOP).
- ❖ Prepare the appropriate Environmental Document including, if necessary, a complete Environmental Impact Report (EIR). The Report shall comply with all CEQA and NEPA requirements including, but not limited to: issuance of a draft Environmental Document; Response to Comments; preparation of a Mitigation Monitoring Plan; Written Findings and Statement of Overriding Considerations (if necessary); issuance of the Final Environmental Document; and processing through to the Environmental Clearance from Caltrans.

- ❖ Responsible for project management and coordination with and between Federal, State, and local public agencies and private entities. This includes management necessary for EIR preparation (if required), environmental submittals and processing through Caltrans and attendance at all project meetings, including public participation meetings.

Permits

- ❖ Obtain permits/approvals from all applicable Federal, State, and local agencies including, but not limited to: Caltrans, the County of Orange, the City of Huntington Beach, etc.

Construction Documents

- ❖ Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. The City will provide the General Provisions and bid forms in a Microsoft Word and/or Excel Version 2003 format. The Consultant shall modify the documents by adding the necessary special provisions and project bid schedule. The City shall review the construction documents at the preliminary engineering, sixty (60%), ninety percent (90%), and final document stages or as deemed necessary by the City. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to the City with the final submittal or upon request.
- ❖ Drawings shall be prepared in a standard engineering scale using AutoCAD version 2000, 2004, or 2007. All drawings shall have their bearings based upon and translated to be consistent with the California Coordinate System (Zone 6). Final Drawings shall be wet signed and stamped on 24-inch by 36-inch mylar media. All project AutoCAD files (i.e. drawing files, x-refs, blocks, fonts, etc.) shall be provided to the City on CD or DVD format.

Bidding Stage

- ❖ Assist the City in answering bidders' questions, attend pre-bid conferences and job walks, perform constructability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.

Construction Stage (Associated costs shall be itemized separately as an optional component)

- ❖ Attend pre-construction conference.
- ❖ Monitor construction schedule, visit construction site as required for progress and quality of work evaluation.
- ❖ Assist the engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
- ❖ Upon completion of construction, the Consultant shall prepare "as-built" drawings to the satisfaction of the City.

4. CITY'S RESPONSIBILITIES

- ❖ Furnish record information and boilerplate documents that are available at the City.
- ❖ Provide general direction as needed; review and provide comments on submittals.
- ❖ Obtain Authorization to Proceed (E-76) from Caltrans for PE and CON phases (with assistance from Consultant as needed).

5. PROPOSAL FORMAT GUIDELINES

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

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

A. Cover Letter and Vendor Application Form

Complete Appendix A, “Vendor Application Form” and attach this form to the cover letter. In addition to the Vendor Application Form, a cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the Consultant’s firm must sign the letter. The letter must stipulate that the proposal price will be valid for the entire term of the contract. Indicate the address and telephone number of the Consultant’s office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Pre-Qualification Letter

In order for a proposal to be considered, the Consultant must provide a Pre-Qualification Letter, not to exceed two pages in length, indicating that: 1) the Consultant has contracted directly with a Southern California public agency within the last five years and has successfully completed the final construction documents (plans, special provisions, & estimates) for the construction/replacement or repair/rehabilitation of a bridge project using Federal funds; and 2) the Consultant or the Consultant's specified subconsultant has successfully obtained within the last five years the Federal environmental (NEPA) approval(s) required for the construction/replacement or repair/rehabilitation of a bridge project using Federal funds. The Pre-Qualification Letter shall also include the following information in the format shown:

	CLIENT NAME	PROJECT DESCRIPTION	PROJECT START AND END DATES	CLIENT PROJECT MANAGER, PHONE NUMBER, AND E-MAIL ADDRESS	CONSULTANT PROJECT MANAGER
1) PS&E					
2) NEPA					

C. Background and Project Summary

The Background and Project Summary section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

D. Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology section shall include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders (i.e., City Council, City departments, etc.); and (iii) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts the Consultant will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section of this RFP.

E. Staffing

Provide a list of individuals who will be working on this project and indicate the functions that each will perform. The proposed Consultant project manager shall have been involved with at least one of the projects listed in the Pre-Qualification Letter. Include a resume for each designated individual and team organization including an organization chart.

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

F. Qualifications

The information requested in this section should describe the qualifications of the Consultant, key staff and subconsultants who have performed work on projects within the past five years that are similar in size and scope to demonstrate the competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to the Scope of Work of this RFP.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this RFP.
- 3) Provide at least three (3) Southern California references that received bridge design services from your firm. You can include references listed in the Pre-Qualification Letter. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - ❖ Client Name
 - ❖ Project Description
 - ❖ Project start and end dates
 - ❖ Client project manager name, telephone number, and e-mail address
 - ❖ Consultant's Project Manager

G. Sample Plans

A maximum of three 24" x 36" plan sheets shall be included as representative samples of the Consultant's past work on either a bridge replacement or repair/rehabilitation project. The work sample(s) shall include a plan and profile view, sections, details, and construction notes. All plan sheets shall be the final drawings approved for construction and shall bear the signature and stamp of a member of the Consultant's team being proposed in response to this RFP.

H. Caltrans Forms

The Caltrans forms included as part of this RFP shall be completed by the Consultant as instructed and included as part of the proposal.

I. Fee Proposal

The Fee Proposal shall be submitted in a separately sealed envelope and shall include an itemized breakdown of the Consultant's total fee (including any and all subconsultant fees) for each of the 8 proposed bridge projects (i.e., 8 itemized breakdowns). The Fee Proposal shall indicate the Consultant's schedule of hourly rates (listed for each job title), and the hourly rates and titles for all subconsultants. Additionally, the Fee Proposal shall include a breakdown of all indirect costs, general and administrative costs, and the Consultant's base fee for each of the 8 proposed bridge projects. A "Sample Cost Proposal" format has been attached for reference purposes. Lastly, the Fee Proposal shall indicate that all hourly rates and base fees indicated are valid for the entire term of the contract.

6. PROCESS FOR SUBMITTING PROPOSALS

❖ Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

❖ Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

❖ Number of Proposals

Submit five (5) copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

❖ Submission of Proposals

Complete written proposals must be submitted in sealed envelopes to:

Carrie Gonzales, Administrative Assistant
City of Huntington Beach Finance Department
2000 Main Street
Huntington Beach, CA 92648-2702
RE: Proposal for Bridge Design Services

Proposals must be received no later than 4:00 p.m. (P.S.T) on June 21, 2010. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

❖ **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to Jim Slobojan, Fiscal Services Manager at jslobojan@surfcity-hb.org.

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

❖ **Conditions for Proposal Acceptance**

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

Special Requirement: The proposed bridge repair/rehabilitation projects will be funded by Federal grant monies and, consequently, the selected Consultant must comply with the requirements of the Caltrans Local Assistance Procedures Manual and may be subject to a Pre-Award Audit requiring Caltrans approval prior to the execution of a contract for this work. Specifically for these projects, the UDBE race-conscious goal = 5.13%; and the DBE race-neutral goal = 3.21%.

7. EVALUATION CRITERIA

The City's evaluation and selection of a Consultant is based upon a Qualifications Based Selection (QBS) process for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points max.) based upon the weight factors indicated below:

- A. Compliance with RFP requirements (10 points)
- B. Background and Project Summary (10 points)
- C. Methodology (25 points)
- D. Staffing and Qualifications (25 points)
- E. Clarity of Proposal and Sample Plans (20 points)
- F. Reference checks (10 points)

Reference checks will only be conducted for a short list of firms or the top rated firm.

The City may also contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

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

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Consultant or withdraw the RFP.

8. STANDARD TERMS AND CONDITIONS

❖ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#); bidders should check this web page daily for new information.

❖ Cost for Preparing Proposal

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

❖ Contract Discussions

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. A sample agreement is linked to this Request for Proposal in the City web site.

❖ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom Information Act. The City cannot protect proprietary data submitted in proposals.

❖ Financial Information

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

❖ Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Exhibit C.

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

APPENDIX A

REQUEST FOR PROPOSAL

Bridge Design Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

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

Names & Titles of Corporate Board Members

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

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

Federal Tax Identification Number: _____

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

City of Huntington Beach Business License Expiration Date: _____

APPENDIX B

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 SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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

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

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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

4. COMPENSATION

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

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake

such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any

insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

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

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect

Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

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

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

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

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

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY.

CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

TO CITY:

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

TO CONSULTANT:

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

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

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be

curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's initials _____

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

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

CONSULTANT,

COMPANY NAME

By: _____

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

AND

By: _____

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

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

Mayor

City Clerk

INITIATED AND APPROVED:

Director/Chief

REVIEWED AND APPROVED:

City Administrator

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

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

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.

2.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1.

2.

D. WORK PROGRAM/PROJECT SCHEDULE:

Exhibit 0-H Sample Cost Proposal

SAMPLE COST PROPOSAL (EXAMPLE #1)

Contract No. _____

Date _____

Consultant _____

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	_____	_____	_____	@ _____	\$ _____
Highway Engineer	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Bridge Engineer	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Technician	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
Project Manager	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____
	_____	_____	_____	@ _____	\$ _____

Subtotal Direct Labor Costs \$ _____
 Anticipated Salary Increases \$ _____
 Total Direct Labor Costs \$ _____

Fringe Benefits	Rate _____ %	Total \$ _____
Total Fringe Benefits		\$ _____

Indirect Costs		
Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____
Total Indirect Costs		\$ _____

FEE (Profit)	\$ _____
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OTHER COSTS

Travel Costs	\$ _____
Equipment and Supplies (Itemize)	\$ _____
Other Direct Costs (Itemize)	\$ _____

Total Other Costs	\$ _____
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Subcontractor Costs (attach detailed cost estimate for each subcontractor)	\$ _____
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TOTAL COST	\$ _____
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EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

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

C. Billing

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

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

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

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

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

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

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

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

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

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

APPENDIX C

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

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

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

Vendor Type	Minimum Insurance Requirements
	Professional Liability
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.	Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.	

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

- 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
- 4) The reporting of circumstances or incidents that might give rise to future claims.