

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 5/21/2007	Department ID Number: PW 07-27

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: *R. F. Beardsley*
ROBERT F. BEARDSLEY, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approve Contracts for As Needed Professional Engineering Services

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
--

Statement of Issue: The Public Works Department requires professional civil engineering services on an as-needed basis to support staff for the design and construction of capital projects. The Transportation Division has selected two qualified firms.

Funding Source: Funds are available within budgeted capital improvement projects and the department operating budget. Additional City Council authorization will be requested for unbudgeted capital projects if necessary.

Recommended Action: Motion to:

1. Approve and authorize the Mayor and City Clerk to execute a professional service contract between the City of Huntington Beach and FPL and Associates, Inc. for As-needed Civil Engineering Services; and
2. Approve and authorize the Mayor and City Clerk to execute a professional service contract between the City of Huntington Beach and Albert Grover & Associates for As-needed Civil Engineering Services.

Alternative Action(s): Do not authorize the contracts and direct staff to request proposals from other engineering firms for design services for various capital projects. Projects could be delayed for up to one year.

F-3

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 5/21/2007

DEPARTMENT ID NUMBER: PW 07-27

Analysis: The City's Capital Improvement Program within the Transportation Division exceeds \$4.5 million in FY 2006/2007. Professional services are needed for special studies included in the department's operating budget. Projects include traffic signal design, street lighting design, school area safety improvements and traffic signal coordination projects. Design for these projects is assigned to firms specializing in these disciplines, as it is not possible to complete this large workload with City staff. Two Associate Traffic Engineer positions have been vacant for over a year, and recruitment has been unsuccessful. It is in the City's benefit to retain qualified firms for capital project design and engineering.

Project assignments are distributed among the consultants, taking advantage of each consultant's specializations. Proposals were requested and submitted in compliance with Chapter 3.03 of the Huntington Beach Municipal Code. The proposed new contracts allow for a three-year contract term with a total not to exceed \$500,000 per contract over the three-year contract term. Funding sources will be capital project accounts and operating budgets, using the approved funds.

Strategic Plan Goal: (I-1) Improve the City's plan for funding and completing infrastructure needs, and develop strategies for resolving crucial infrastructure problems to preserve the physical foundation of the community and enable to community's value to grow.

(C-1) Improve transportation through a variety of means including improving traffic flow, synchronizing traffic signals, traffic calming, and alternative transportation methods such as bike and walking paths.

(C-2) Provide quality public services with the highest professional standards to meet community expectations and needs, assuring that the city is sufficiently staffed and equipped overall.

Public Works Commission Action: Not required

Environmental Status: Not Applicable

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Professional Services Contract between the City of Huntington Beach and FPL and Associates, Inc. for As-Needed Civil Engineering Services
37	2.	Professional Services Contract between the City of Huntington Beach and Albert Grover & Associates for As-Needed Civil Engineering Services

F3. 3

ATTACHMENT #1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
 THE CITY OF HUNTINGTON BEACH AND
 FPL AND ASSOCIATES, INC. FOR
 AS-NEEDED CIVIL ENGINEERING SERVICES

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
FPL AND ASSOCIATES, INC FOR
AS-NEEDED CIVIL ENGINEERING SERVICES

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

WHEREAS, CITY desires to engage the services of a consultant for as-needed civil engineering services; and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

CONSULTANT shall provide all services described as individual engineering projects on an as-needed basis as directed by CITY. These services shall sometimes hereinafter be referred to as the "PROJECT." CONSULTANT will perform all engineering functions as set forth in a written Scope of Work to be provided in advance of each PROJECT.

CONSULTANT hereby designates Fong-Ping Lee, 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 June 1, 2007 (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 the Scope of Services shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in the Scope of Services are generally to be shown in the Scope of Services. This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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 A** which is attached hereto and incorporated by this reference, a fee, including all costs and expenses, not to exceed Five Hundred Thousand Dollars (\$500,000.00).

CITY and CONSULTANT agree to meet at least sixty (60) days prior to June 30 of each year of this Agreement to review the compensation as set forth herein. Upon mutual written consent of both parties, an annual adjustment to the fee schedule, either increase or decrease, not to exceed the Consumer Price Index for Los Angeles-Anaheim-Riverside All Urban Consumer Price Index (CPI) or any relevant successor for the Orange County area, may be made to reflect unanticipated cost fluctuations.

5. EXTRA WORK

In the event CITY requires additional services not included in the Scope of Services or changes in the scope of services described in the Scope of Services 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 set forth in **Exhibit A**.

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

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), 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, 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) negligence, recklessness or willful misconduct

related to 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. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. 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 a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall furnish 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) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. 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.

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. 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 the provisions for indemnification of CITY by CONSULTANT under the 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 hereinafore.

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; provided that CITY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Fong-Ping Lee
FPL and Associates, Inc.
10 Corporate Park, Suite 310
Irvine, CA 92606

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 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.

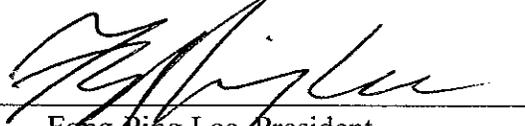
27. ENTIRETY

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 supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20____.

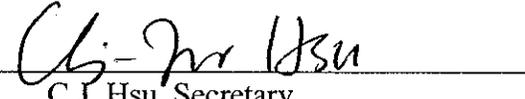
FPL AND ASSOCIATES, INC.

By: 
Fong Ping Lee, President

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

Mayor

AND

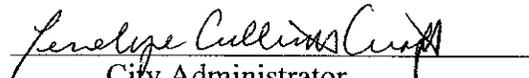
By: 
C.J. Hsu, Secretary

City Clerk

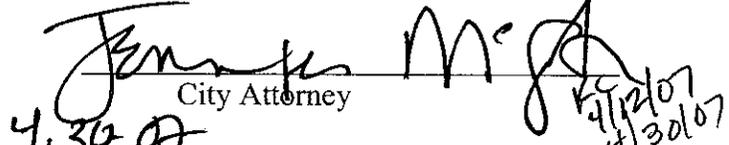
INITIALED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:


City Administrator

APPROVED AS TO FORM:


City Attorney
4.30.07
4/12/07
4/30/07

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EXHIBIT "A"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

FEE SCHEDULE

Year 2007

Principal, Project Manager	\$140/hr
Lead Engineer	\$130/hr
Associate Engineer	\$120/hr
Assistant Engineer	\$110/hr
Administrative	\$ 70/hr

Year 2008

Anticipated annual increase 4%

B. Travel

1. Charges for time during travel are not reimbursable
2. Automobile expenses are limited to the IRS standard business mileage rate of \$0.445.

C. Billing

1. All billing shall be done monthly in one-fifteenth hour (0.15) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

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 case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.

4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. The CITY expects that all attorneys will have a library, be it in book or electronic form. Consequently, the CITY will not pay for electronic legal research, such as LexisNexis or Westlaw.
7. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.
8. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
9. 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.
10. 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.

11. 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.



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

- Requested by: Bob Stachelski, Public Works
- Date: April 18, 2007
- Name of contractor/permittee: FPL and Associates, Inc.
- Description of work to be performed: Provide on-call traffic engineering services.
- Value and length of contract: \$500,000; three (3) years
- Waiver/modification request: \$10,000 deductible/Professional Liability
- Reason for request and why it should be granted: Unable to comply with the city's zero deductible insurance requirement. Similar waiver granted in 2005.
- Identify the risks to the City in approving this waiver/modification: None

APR 26 2007

City of Huntington Beach
City Attorney's Office

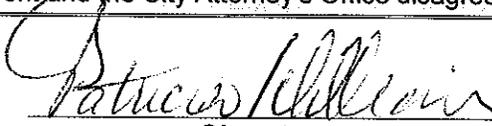

4/23/07
 Department Head Signature Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

Approved Denied

 4/26/07
 Signature Date

2. City Attorney's Office

Approved Denied

 4.27.07
 Signature Date

3. City Administrator's Office

Approved Denied

Signature Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)
2/16/2007

Producer
Ari Odebiyi
Wood Gutmann & Bogart Insurance Brokers
15901 Red Hill Ave., Suite 100
Tustin CA 92780
714 505.7000
www.wgblb.com
License No. 0679263

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

- INSURER A U. S. Fidelity & Guaranty
- INSURER B St. Paul Travelers
- INSURER C Continental Casualty
- INSURER D National Liability & Fire
- INSURER E

Insured
FPL and Associates, Inc.
10 Corporate Park, Ste 310
Irvine CA 92606

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK01883824	9/1/2006	9/1/2007	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 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 Ded \$ \$0
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BK01883824	9/1/2006	9/1/2007	APPROVED AS TO FORM JENNIFER MCGHEE CITY ATTORNEY [Signature] COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK01883824	9/1/2006	9/1/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	0100008167061	5/1/2006	5/1/2007	<input checked="" type="checkbox"/> STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab	MCA114132312	9/1/2006	9/1/2007	\$5,000,000 \$10,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Huntington Beach, its agents, officers and employees are named as additional insured with respects to General Liability per attached CL BF 26 09 09 03, which includes waiver of subrogation.

THIS CERTIFICATE SUPERCEDES ALL OTHERS PREVIOUSLY ISSUED.

CERTIFICATE HOLDER

A/I + WOS
City of Huntington Beach
Risk Management
Attn: Chris Mendoza
2000 Main St.
Huntington Beach, CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~NOT~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL TO THE ADDRESS OF THE POLICY OR BY FIRST CLASS MAIL TO THE ADDRESS OF THE POLICY OR BY FIRST CLASS MAIL TO THE ADDRESS OF THE POLICY OR BY FIRST CLASS MAIL TO THE ADDRESS OF THE POLICY~~
* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

James E. Gutmann

[Signature]

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

F3 . 22

Named Insured:

2/16/2007

Policy Number: BK01883824

9/1/2006

**Liability Coverage Enhancement -
Architects and Engineers
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART.

1. The following replaces the final paragraph of **SECTION II. WHO IS AN INSURED, 1.:**

However, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Liability Coverage Part Declarations. This provision does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is otherwise an insured under Paragraph 2, below.

2. The following is added to **SECTION II. WHO IS AN INSURED, 2.:**

**Person Or Organization Required By
Written Contract**

Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

However, such person or organization is not an insured with respect to any:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of:

(a) Your negligence; or

(b) The negligence of another person or organization for whom you are liable;

- (2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

(3) "Property damage" to:

(a) Property owned, used or occupied by, or loaned or rented to, such person or organization;

(b) Property over which such person or organization is for any purpose exercising physical control; or

(c) "Your work" performed for the insured; or

- (4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service", when such person or organization is an architect, engineer or surveyor.

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

CU/CF 26 09 09 03

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Page 1 of 8

"Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and**
- b. That joint venture is not named in the Liability Coverage Part Declarations.**

"Your premises" means any premises, site, or location owned or occupied by, or rented to, you.

"Your project":

- a. Means any premises, site or location at, on, or in which "your work" is not yet completed; and**
- b. Does not include "your premises" or any location listed in the Schedule of Premises.**

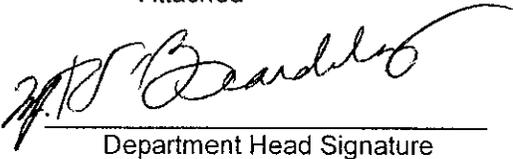
All other terms of your policy remain the same.



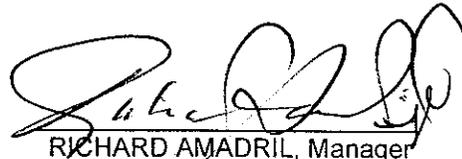
CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification

1. Date: 4/30/2007
2. Department: Public Works
3. Requested by: William Janusz
4. Name of consultant: FPL and Associates, Inc.
5. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
RFP Attached
6. Amount of the contract: \$500,000
7. Are sufficient funds available to fund this contract?¹ Yes No
8. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ Yes No
9. Company number and object code where funds are budgeted: Various Transportation Capital Projects
10. Is this contract less than \$50,000? Yes No
11. Does this contract fall within \$50,000 and \$100,000? Yes No
12. Is this contract over \$100,000? Yes No
(Note: Contracts requiring City Council Approval need to be signed by the Mayor and City Clerk. Make sure the appropriate signature page is attached to contract.)
13. Were formal written proposals requested from at least three available qualified consultants?
 Yes No
14. Attach list of consultants from whom proposals were requested (including a contact telephone number).
Attached
15. Attach proposed scope of work.
RFP Attached
16. Attach proposed payment schedule.
Attached



Department Head Signature



RICHARD AMADRIL, Manager
Purchasing/Central Services

¹ If the answer to this question is "No," the contract will require approval from the City Council.

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Joe Foust
Principal
Austin-Foust Associates, Inc.
2020 N. Tustin Ave.
Santa Ana, CA 92705

John Kerenyi
Kimley-Horn and Associates, Inc.
2100 W. Orangethorpe Ave., Suite
140
Orange, CA 92868

Don McDoougald
Project Manager
Van Dell and Associates
17801 Cartwright Rd.
Irvine, CA 92614

Robert Warren
Vice President
W.G. Zimmerman Engineering
801 Pacific Coast Hwy., Suite 200
Seal Beach, CA 90740

Randall Berry
Design Manager
Harris & Associates
34 Executive Park, Suite 150
Irvine, CA 92614-4705

Rick Kreuzer
President
KFM Engineering, Inc.
26672 Towne Center Dr., Suite 300
Foothills Ranch, CA 92610

Jim Gillen
Office Manager
Huitt-Zollars, Inc.
430 Exchange, Suite 200
Irvine, CA 92602-1309

Robert Carley
Principal Engineer
Boyle Engineering Corp.
1501 Quail St.
Newport Beach, CA 92660-2726

Alexander Zupanski
Project Manager
FPL and Associates, Inc.
10 Corporate Park, Suite 310
Irvine, CA 92606

Richard Barretto
Linscott Law & Greenspan,
Engineers
1580 Corporate Dr., Suite 122
Costa Mesa, CA 92686

Graham Juby
Partner
Carollo Engineers
10540 Talbert Ave., Suite 200 East
Fountain Valley, CA 92708

John Loague
AKM Consulting Engineers
553 Wald
Irvine, CA 92618

David Bacon
Principal
Walden & Associates
2552 White Road, Suite B
Irvine, CA 92614

Kvous Emami
Principal in Charge
KEC Engineering, Inc.
398 S. Lemon Creek Dr., Ste. E
Walnut, CA 91789-2649

Patricia Post
Marketing Coordinator
Dudeck & Associates, Inc.
605 Third St.
Encinitas, CA 92024

Kathy Caswell
Berryman & Henigar
2001 East First Street
Santa Ana, CA 92705

Mark Miller
Vice President
Albert Grover & Associates
211 E. Imperial Highway, Suite 208
Fullerton, CA 92835

Lisa Penna
Division Manager
Willdan
27042 Towne Center Dr., Suite 270
Foothill Ranch, CA 92610

Thomas Hooker, Jr.
President
Daniel Boyle Engineering
23231 So. Pointe Dr., Suite 103
Laguna Hills, CA 92653

Richard Brady
President
Richard Brady and Associates
4909 Murphy Canyon Rd., Suite 220
San Diego, CA 92123

Dominic Milano
President
RKA Civil Engineers, Inc.
398 S. Lemon Creek Dr., Ste. E
Walnut, CA 91789-2649

Uzo Okereke
Principal
DMC Engineering
18 Technology Dr., Suite 100
Irvine, CA 92618

Ali Pakzad
President
APA Engineering, Inc.
23282 Mill Creek Dr., Suite 160
Laguna Hills, CA 92653

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PROFESSIONAL SERVICES CONTRACT BETWEEN
 THE CITY OF HUNTINGTON BEACH AND
 FPL AND ASSOCIATES, INC. FOR
 AS-NEEDED CIVIL ENGINEERING SERVICES

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CITY OF HUNTINGTON BEACH

PUBLIC WORKS ENGINEERING DIVISION

REQUEST FOR PROPOSALS

for
Professional Consulting Services
for
As Needed Civil Engineering Services
March 2005

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Andrew Ferrigno, P.E.
Engineering Division
Public Works Department
City of Huntington Beach
City Hall
2000 Main Street
P.O. Box 190
Huntington Beach, CA 92648

no later than 4:00 P. M. on March 15, 2005. Three copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for As-needed Civil Engineering Services." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to Andrew Ferrigno at 714/536-5291.

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III.	Project Description	2
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I. INTRODUCTION

The City of Huntington Beach, Engineering Division, Public Works Department, is requesting proposals from qualified Civil Engineering firms to provide consulting services on an "as-needed" basis for projects to be determined during the term of the contract. The contract will be for a five-year term with task order assignments

awarded such that their specified durations do not exceed the 5th year. The total fees to consultant for all assignments authorized for the contract shall not exceed \$1,000,000.

II. SCHEDULE OF EVENTS

February 24, 2005 Issuance of Request for Proposals
March 18, 2005 Proposals due at City Hall by 4:00 P.M.
September 19, 2005 City Council Approval of Contract (estimated date)

III. PROJECT DESCRIPTION

The City's Engineering and Transportation Divisions have a large annual capital improvement program budget. The Divisions, from time to time, have the need to retain the services of a consulting civil engineering firm to supplement City engineering staff and assist in performing the design and the preparation of plans, specifications, cost estimates, and contract documents for various kinds of projects included in the budget. The City is seeking a "Generalist" Civil Engineering Consultant who has experience with water, sewer, storm drain, street improvement, as well as site design, construction management, and survey services. The City also expects the need for specialty services such as traffic, geotechnical, environmental, or structural design. Consultants who do not practice these specialty services in house may partner with other consultants, but shall identify those consultants within their proposal.

Examples of typical services provided through these contracts include:

- Topographic surveying
- Street design
- Storm drain system design
- Storm water management design
- Right-of-way engineering
- Water system design
- Grading plan preparation
- Traffic signal design
- Traffic control plan preparation
- Design studies
- Landscape architecture/Irrigation Design
- Signing and marking design
- Construction management
- Geotechnical evaluations
- Structural design
- Environmental services
- Permitting

The City is desirous of contracting with up to four civil engineering firms to be available to perform services on an "as-needed" basis when supplemental resources are needed. Upon execution of contracts, the City may elect to solicit proposals from all consultants. The City will issue Task Orders for each project based upon a scope of services, work schedule, and fee proposal submitted to the City for its review and approval.

IV. SCOPE OF WORK

In general, the consultant shall perform civil engineering services on an "as-needed" basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

1. Preliminary Engineering

Prepare alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives, and prepare engineering details, and calculations. Present alternatives and provide recommendations and analyses of the advantages and of each alternative.

2. Permits

Assist the City in obtaining approvals from applicable agencies including City of Huntington Beach Building and Safety for environmental, and/or other permits as may be required.

3. Construction Documents

Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. The City shall review the construction documents at the preliminary engineering, sixty (60%), ninety percent (90%), and final documents stages.

The drawings shall be 24-inch X 36-inch ink on mylar media. Drawings shall be in AutoCad 2000 and submitted in digital format. Construction specifications and bidding documents will be provided in Microsoft Word 2000. The City will provide the General Provisions and bid forms in a Microsoft Word Version 2000 format ; the Consultant shall modify the documents by adding the necessary special provisions and bid items.

4. 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.

5. Construction Stage

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. Prepare "as-built" drawings. Additionally, the firm may also be required to perform construction staking.

V. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the consultant regarding features, which the City will look for and expect to be included in the proposal.

1. Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall contain no more than 15 typed pages using a 10-point minimum font size, including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

- Transmittal/offer letter.
- Page numbering.
- Index/Table of Contents.
- Approach.
- Team Organization including an organization diagram.
- Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract.
- Brief resumes of key staff.
- Schedule of Hourly Rates.

2. Approach

A description of the firm's approach and work program shall be included in this section. It should explain the following; how the work will be managed and controlled; the technical approach, methodology, specific tasks and activities that will be performed to address the specific issues and work items.

3. Team Organization

The purpose of this section is to describe the organization of the project team including any sub-consultants and key staff. A project manager

and an alternate project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and sub-consultants. There also should be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization. This section shall list any "specialty" services currently provided in-house or through by individual team members.

4. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years, to demonstrate competence, to perform services as described in this request for proposal. The projects listed should be those that the key staff named for this project was responsible for performing services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, experience, licenses, relevant experience, and specific responsibilities for services described.

5. Schedule of Hourly Rates

The firm's schedule of hourly rates, including rates for all subconsultants, shall be included with the proposal.

The percentage mark up of reimbursable expenses, if any, shall also be specified in the proposal.

Price escalations during the contract term shall be approved in negotiations prior to a contract.

6. Statement of Offer & Signature

The Proposal shall contain a statement that the proposals are a firm offer for a 60-day period and signed by an individual authorized to act on behalf of the firm.

VI. GENERAL REQUIREMENTS

1. Insurance Requirements

The consultant shall furnish with the proposal proof of the following minimum insurance coverage. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - \$1,000,000 per occurrence (note: A "claims made" policy is acceptable).
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Huntington Beach.

A sample certificate is included as Attachment C.

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

2. Standard Form of Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included as Attachment A. **The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.**

3. Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

4. Assigned Representatives

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

VII. CONSULTANT EVALUATION & SELECTION PROCESS

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

1. Approach and work plan. (20 points)
2. Qualifications and experience of the project manager and other key individuals, including specialty services. (45 points)
3. Results of reference checks. (15 points) Reference checks will only be conducted for a short list of firms or the top rated firm.
4. Clarity of proposal. (10 points)
5. Compliance with proposal requirements including the 15- page limitation. (10 points)

The City may elect to interview a short list of qualified firms or to interview only the top two rated firms based upon the proposals submitted for the project. (This doesn't make much sense for this RFP. Probably should just delete the word "two")

The City staff will negotiate a contract with the best-qualified firms for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City staff will terminate negotiations and continue the negotiation process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a firm is selected and an agreement is executed. (The part in red doesn't really make sense for this process either.)

ATTACHMENTS

- Attachment A --- Sample City Contract
- Attachment B --- Insurance Certificate Requirements

(Should we include a copy of the current CIP as an example of projects for which services may be needed during the like of the contracts?)

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ATTACHMENT #2

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ALBERT GROVER & ASSOCIATES FOR
AS-NEEDED CIVIL ENGINEERING SERVICES

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

WHEREAS, CITY desires to engage the services of a consultant for as-needed civil engineering services; and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

CONSULTANT shall provide all services described as individual engineering projects on an as-needed basis as directed by CITY. These services shall sometimes hereinafter be referred to as the "PROJECT." CONSULTANT will perform all engineering functions as set forth in a written Scope of Work to be provided in advance of each PROJECT.

CONSULTANT hereby designates Robert Kuehn, 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 June 1, 2007 (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 the Scope of Services shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in the Scope of Services are generally to be shown in the Scope of Services. This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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 "A"**, attached hereto and incorporated by this reference, a fee, including all costs and expenses, not to exceed Five Hundred Thousand Dollars (\$500,000.00).

CITY and CONSULTANT agree to meet at least sixty (60) days prior to June 30 of each year of this Agreement to review the compensation as set forth herein. Upon mutual written consent of both parties, an annual adjustment to the fee schedule, either increase or decrease, not to exceed the Consumer Price Index for Los Angeles-Anaheim-Riverside All Urban Consumer Price Index (CPI) or any relevant successor for the Orange County area, may be made to reflect unanticipated cost fluctuations.

5. EXTRA WORK

In the event CITY requires additional services not included in the Scope of Services or changes in the scope of services described in the Scope of Services 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 set forth in **Exhibit A**.

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

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), 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, 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) negligence, recklessness or willful misconduct

related to 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. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. 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 a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall furnish 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) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. 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.

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. 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 the provisions for indemnification of CITY by CONSULTANT under the 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; provided that CITY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Rob Kuehn
Albert Grover & Associates
211 East Imperial Highway, Suite 208
Fullerton, CA 92835

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 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.

27. 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 supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20____.

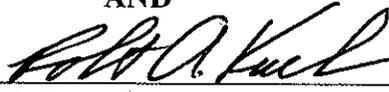
ALBERT GROVER & ASSOCIATES

By: 
Albert L. Grover, President

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

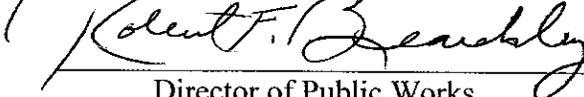
Mayor

AND

By: 
Robert A. Kuehn, Secretary

City Clerk

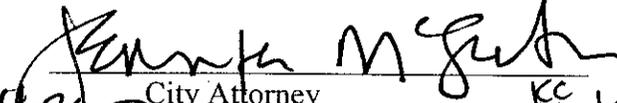
INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:


City Administrator

APPROVED AS TO FORM:


City Attorney

4.30.07

KC
4/12/07
4/30/07

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ALBERT GROVER & ASSOCIATES FOR
AS-NEEDED CIVIL ENGINEERING SERVICES

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EXHIBIT "A"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

SCHEDULE OF HOURLY RATES EFFECTIVE MARCH 1, 2007

Principal/President	\$ 225
Vice President	\$ 200
Director of Project Development/Associate	\$ 190
Senior Transportation Engineer	\$ 175
Senior Design Engineer	\$ 165
Transportation Engineer	\$ 140
Design Engineer	\$ 130
Associate Transportation Engineer	\$ 120
Signal Systems Specialist	\$ 120
Transportation Engineering Associate/Civil Engineering Technician	\$ 120
Designer/Construction Inspector/Signal Systems Technician	\$ 110
Assistant Transportation Engineer/Assistant Engineer	\$ 110
Senior CADD Operator	\$ 110
Project Coordinator, Engineering Assistant	\$ 100
CADD Operator	\$ 100
Traffic Enumerator, Engineering Aide	\$ 75
Engineering Aide II	\$ 50
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000 Minimum
Expert Witness (Billing Rate + \$50 Surcharge)	\$ 1,000 Minimum
Expert Witness - Deposition/Court (Billing Rate + \$100 Surcharge)	\$ 1,000 Minimum

Subconsultants will be billed at cost plus 20%

Conditions of Usage: The above rates are typically effective for a 12-month period, but AGA maintains the right to change the billing rates at any time for convenience of record keeping. Therefore, all billings will always be at the then current billing rates. This will not affect any agreed upon total or not-to-exceed fees.

B. Travel

1. Charges for time during travel are not reimbursable
2. Automobile expenses are limited to the IRS standard business mileage rate of \$0.445.

C. Billing

1. All billing shall be done monthly in one-fifteenth hour (0.15) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

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 case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.
4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. The CITY expects that all attorneys will have a library, be it in book or electronic form. Consequently, the CITY will not pay for electronic legal research, such as LexisNexis or Westlaw.
7. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.
8. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its

past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.

9. 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.
10. 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.

11. 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.



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

7/6/2006

Producer
Michelle Mallon

Complete Insurance, Inc.
19000 MacArthur Blvd. PH Floor
Irvine CA 92612
(949) 263-0606
www.CompleteInsurance.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER ACE American Insurance Company

A

INSURER

B

INSURER

C

INSURER

D

INSURER

E

Insured
Albert Grover & Associates, Inc.

211 E. Imperial Hwy., Ste. 208
Fullerton CA 92835

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	APPROVED AS TO FORM <i>Jennifer McGrath</i> JENNIFER McGRATH, City Attorney 4/12/07			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liab.	EONN00916006	7/1/2006	7/1/2007	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

30 day Notice Endt. PF-12798 included - 10 day notice applies to non-payment

CERTIFICATE HOLDER

City of Huntington Beach, its officers, elected or appointed officials, agents and volunteers
Attn: Chris Mendoza
2000 Main Street
Huntington Beach

F3.53

CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Alicia K. Igram

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

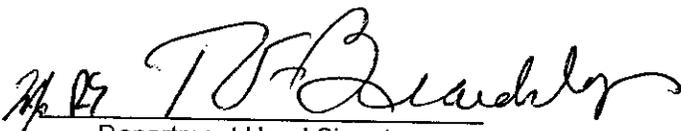
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CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification

1. Date: 4/24/2007
2. Department: Public Works
3. Requested by: William Janusz
4. Name of consultant: ~~FPL and Associates, Inc., Willdan, Albert Grover & Associates~~
5. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
RFP Attached
6. Amount of the contract: \$500,000 ~~for each firm~~
7. Are sufficient funds available to fund this contract?¹ Yes No
8. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ Yes No
9. Company number and object code where funds are budgeted: Various Transportation Capital Projects
10. Is this contract less than \$50,000? Yes No
11. Does this contract fall within \$50,000 and \$100,000? Yes No
12. Is this contract over \$100,000? Yes No
(Note: Contracts requiring City Council Approval need to be signed by the Mayor and City Clerk. Make sure the appropriate signature page is attached to contract.)
13. Were formal written proposals requested from at least three available qualified consultants?
 Yes No
14. Attach list of consultants from whom proposals were requested (including a contact telephone number).
Attached ✓
15. Attach proposed scope of work.
RFP Attached
16. Attach proposed payment schedule.
Attached


Department Head Signature


RICHARD AMADRIL, Manager
Purchasing/Central Services

1. If the answer to this question is "No," the contract will require approval from the City Council.

Joe Foust
Principal
Austin-Foust Associates, Inc.
2020 N. Tustin Ave.
Santa Ana, CA 92705

John Kerenyi
Kimley-Horn and Associates, Inc.
2100 W. Orangethorpe Ave., Suite
140
Orange, CA 92868

Don McDoougald
Project Manager
Van Dell and Associates
17801 Cartwright Rd.
Irvine, CA 92614

Robert Warren
Vice President
W.G. Zimmerman Engineering
801 Pacific Coast Hwy., Suite 200
Seal Beach, CA 90740

Randall Berry
Design Manager
Harris & Associates
34 Executive Park, Suite 150
Irvine, CA 92614-4705

Rick Kreuzer
President
KFM Engineering, Inc.
26672 Towne Center Dr., Suite 300
Foothills Ranch, CA 92610

Jim Gillen
Office Manager
Huitt-Zollars, Inc.
430 Exchange, Suite 200
Irvine, CA 92602-1309

Robert Carley
Principal Engineer
Boyle Engineering Corp.
1501 Quail St.
Newport Beach, CA 92660-2726

Alexander Zupanski
Project Manager
FPL and Associates, Inc.
10 Corporate Park, Suite 310
Irvine, CA 92606

Richard Barretto
Linscott Law & Greenspan,
Engineers
1580 Corporate Dr., Suite 122
Costa Mesa, CA 92686

Graham Juby
Partner
Carollo Engineers
10540 Talbert Ave., Suite 200 East
Fountain Valley, CA 92708

John Loague
AKM Consulting Engineers
553 Wald
Irvine, CA 92618

David Bacon
Principal
Walden & Associates
2552 White Road, Suite B
Irvine, CA 92614

Kvous Emami
Principal in Charge
KEC Engineering, Inc.
398 S. Lemon Creek Dr., Ste. E
Walnut, CA 91789-2649

Patricia Post
Marketing Coordinator
Dudeck & Associates, Inc.
605 Third St.
Encinitas, CA 92024

Kathy Caswell
Berryman & Henigar
2001 East First Street
Santa Ana, CA 92705

Mark Miller
Vice President
Albert Grover & Associates
211 E. Imperial Highway, Suite 208
Fullerton, CA 92835

Lisa Penna
Division Manager
Willdan
27042 Towne Center Dr., Suite 270
Foothill Ranch, CA 92610

Thomas Hooker, Jr.
President
Daniel Boyle Engineering
23231 So. Pointe Dr., Suite 103
Laguna Hills, CA 92653

Richard Brady
President
Richard Brady and Associates
4909 Murphy Canyon Rd., Suite 220
San Diego, CA 92123

Dominic Milano
President
RKA Civil Engineers, Inc.
398 S. Lemon Creek Dr., Ste. E
Walnut, CA 91789-2649

Uzo Okereke
Principal
DMC Engineering
18 Technology Dr., Suite 100
Irvine, CA 92618

Ali Pakzad
President
APA Engineering, Inc.
23282 Mill Creek Dr., Suite 160
Laguna Hills, CA 92653

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CITY OF HUNTINGTON BEACH

PUBLIC WORKS ENGINEERING DIVISION

REQUEST FOR PROPOSALS

for
Professional Consulting Services
for
As Needed Civil Engineering Services
March 2005

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Andrew Ferrigno, P.E.
Engineering Division
Public Works Department
City of Huntington Beach
City Hall
2000 Main Street
P.O. Box 190
Huntington Beach, CA 92648

no later than 4:00 P. M. on March 15, 2005. Three copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for As-needed Civil Engineering Services." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to Andrew Ferrigno at 714/536-5291.

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VI.	General Requirements	6
VII.	Consultant Evaluation & Selection Process	7

I. INTRODUCTION

The City of Huntington Beach, Engineering Division, Public Works Department, is requesting proposals from qualified Civil Engineering firms to provide consulting services on an "as-needed" basis for projects to be determined during the term of the contract. The contract will be for a five-year term with task order assignments

awarded such that their specified durations do not exceed the 5th year. The total fees to consultant for all assignments authorized for the contract shall not exceed \$1,000,000.

II. SCHEDULE OF EVENTS

February 24, 2005 Issuance of Request for Proposals
March 18, 2005 Proposals due at City Hall by 4:00 P.M.
September 19, 2005 City Council Approval of Contract (estimated date)

III. PROJECT DESCRIPTION

The City's Engineering and Transportation Divisions have a large annual capital improvement program budget. The Divisions, from time to time, have the need to retain the services of a consulting civil engineering firm to supplement City engineering staff and assist in performing the design and the preparation of plans, specifications, cost estimates, and contract documents for various kinds of projects included in the budget. The City is seeking a "Generalist" Civil Engineering Consultant who has experience with water, sewer, storm drain, street improvement, as well as site design, construction management, and survey services. The City also expects the need for specialty services such as traffic, geotechnical, environmental, or structural design. Consultants who do not practice these specialty services in house may partner with other consultants, but shall identify those consultants within their proposal.

Examples of typical services provided through these contracts include:

- Topographic surveying
- Street design
- Storm drain system design
- Storm water management design
- Right-of-way engineering
- Water system design
- Grading plan preparation
- Traffic signal design
- Traffic control plan preparation
- Design studies
- Landscape architecture/Irrigation Design
- Signing and marking design
- Construction management
- Geotechnical evaluations
- Structural design
- Environmental services
- Permitting

The City is desirous of contracting with up to four civil engineering firms to be available to perform services on an "as-needed" basis when supplemental resources are needed. Upon execution of contracts, the City may elect to solicit proposals from all consultants. The City will issue Task Orders for each project based upon a scope of services, work schedule, and fee proposal submitted to the City for its review and approval.

IV. SCOPE OF WORK

In general, the consultant shall perform civil engineering services on an "as-needed" basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

1. Preliminary Engineering

Prepare alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives, and prepare engineering details, and calculations. Present alternatives and provide recommendations and analyses of the advantages and of each alternative.

2. Permits

Assist the City in obtaining approvals from applicable agencies including City of Huntington Beach Building and Safety for environmental, and/or other permits as may be required.

3. Construction Documents

Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. The City shall review the construction documents at the preliminary engineering, sixty (60%), ninety percent (90%), and final documents stages.

The drawings shall be 24-inch X 36-inch ink on mylar media. Drawings shall be in AutoCad 2000 and submitted in digital format. Construction specifications and bidding documents will be provided in Microsoft Word 2000. The City will provide the General Provisions and bid forms in a Microsoft Word Version 2000 format ; the Consultant shall modify the documents by adding the necessary special provisions and bid items.

4. 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.

5. Construction Stage

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. Prepare "as-built" drawings. Additionally, the firm may also be required to perform construction staking.

V. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the consultant regarding features, which the City will look for and expect to be included in the proposal.

1. Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall contain no more than 15 typed pages using a 10-point minimum font size, including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant to the project.

The proposal should include the following:

- Transmittal/offer letter.
- Page numbering.
- Index/Table of Contents.
- Approach.
- Team Organization including an organization diagram.
- Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract.
- Brief resumes of key staff.
- Schedule of Hourly Rates.

2. Approach

A description of the firm's approach and work program shall be included in this section. It should explain the following; how the work will be managed and controlled; the technical approach, methodology, specific tasks and activities that will be performed to address the specific issues and work items.

3. Team Organization

The purpose of this section is to describe the organization of the project team including any sub-consultants and key staff. A project manager

and an alternate project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the City, the project manager, key staff, and sub-consultants. There also should be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization. This section shall list any "specialty" services currently provided in-house or through by individual team members.

4. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years, to demonstrate competence, to perform services as described in this request for proposal. The projects listed should be those that the key staff named for this project was responsible for performing services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, experience, licenses, relevant experience, and specific responsibilities for services described.

5. Schedule of Hourly Rates

The firm's schedule of hourly rates, including rates for all subconsultants, shall be included with the proposal.

The percentage mark up of reimbursable expenses, if any, shall also be specified in the proposal.

Price escalations during the contract term shall be approved in negotiations prior to a contract.

6. Statement of Offer & Signature

The Proposal shall contain a statement that the proposals are a firm offer for a 60-day period and signed by an individual authorized to act on behalf of the firm.

VI. GENERAL REQUIREMENTS

1. Insurance Requirements

The consultant shall furnish with the proposal proof of the following minimum insurance coverage. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - \$1,000,000 per occurrence (note: A "claims made" policy is acceptable).
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Huntington Beach.

A sample certificate is included as Attachment C.

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

2. Standard Form of Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included as Attachment A. **The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.**

3. Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

4. Assigned Representatives

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

VII. CONSULTANT EVALUATION & SELECTION PROCESS

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

1. Approach and work plan. (20 points)
2. Qualifications and experience of the project manager and other key individuals, including specialty services. (45 points)
3. Results of reference checks. (15 points) Reference checks will only be conducted for a short list of firms or the top rated firm.
4. Clarity of proposal. (10 points)
5. Compliance with proposal requirements including the 15- page limitation. (10 points)

The City may elect to interview a short list of qualified firms or to interview only the top two rated firms based upon the proposals submitted for the project. (This doesn't make much sense for this RFP. Probably should just delete the word "two")

The City staff will negotiate a contract with the best-qualified firms for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City staff will terminate negotiations and continue the negotiation process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a firm is selected and an agreement is executed. (The part in red doesn't really make sense for this process either.)

ATTACHMENTS

- Attachment A --- Sample City Contract
- Attachment B --- Insurance Certificate Requirements

(Should we include a copy of the current CIP as an example of projects for which services may be needed during the like of the contracts?)

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