



REQUEST FOR PROPOSAL

**THIRD PARTY WORKERS' COMPENSATION CLAIMS
ADMINISTRATION**

Administrative Services, Risk Management

CITY OF HUNTINGTON BEACH

Released on March 15, 2023

Tentative Schedule of Events
(Subject to change at discretion of the City)

Release RFP	March 15, 2023
Deadline for Written Questions	March 29, 2023
Responses to Questions from City	April 5, 2023
Proposals are Due	April 17, 2023 by 4:00 pm
Interviews	May 18, 2023
Approval of Contract	July/August, 2023

Table Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III	Evaluation and Award Criteria
Section IV	Scope of Work
Section V	Proposal Content
Section VI	General Responses & Qualifications
Exhibit A	References
Exhibit B	Pricing/Cost Sheet
Exhibit C	Key Personnel

SECTION II

RFP Instructions

A. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

B. Addenda

Substantive City changes to the requirements may be made by written addendum to this RFP. Any written addenda issued pertaining to the RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications or deviations from the requirements set forth in the RFP as the result of oral instruction.

C. Clarifications

1. Should a consultant require clarifications to this RFP, the consultant shall notify the City in writing.
2. Submitting Requests, - All consultant questions, clarifications or comments shall be submitted via PlanetBids Q&A tab in writing and will be reviewed by the City no later than the date noted on the tentative schedule and be addressed as follows:

D. Preparation, Submission, and Conditions

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material.
2. Submit one PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.
3. Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website **no later than 4:00 p.m. (P.S.T) on April 17, 2023**. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted
4. From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed as, Jennifer Anderson, Sr. Buyer, regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.
5. The City reserves the right to accept or reject any and all proposals, or an item or part thereof, or to waive any informalities or irregularities in proposals. The City reserves

the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.

6. Responses (proposals) to this RFP and the documents constituting any agreement(s) entered into thereafter become the exclusive property of the City of Huntington Beach and shall be subject to the California Public Records Act (Government Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act. If any proprietary information is contained in the proposal, it must be clearly identified.

E. Insurance

City of Huntington Beach will require evidence of insurance as well as all required endorsements from insurance companies acceptable to City of Huntington Beach. Within ten (10) calendar days of award of contract, each successful Consultant must furnish the City with all the required Certificates of Insurance and endorsements providing coverage as specified.

- a. Workers' Compensation and Employer's Liability coverage – per statutory limits and employer's liability in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Waiver of Subrogation is required.
- b. General Liability covering personal injury (including libel and slander) coverage, bodily injury, and property damage with a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.
- c. Professional Liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence.
- d. Cyber Liability coverage in the amount not less than one million dollars (\$1,000,000).
- e. Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000) per accident with one million dollars (\$1,000,000) uninsured motorist.

F. Certificates and Endorsements

Before a contract is entered into with the successful bidder, the consultant shall present evidence in writing to City of Huntington Beach of the required insurance coverages. All evidence of insurance must be authorized by a person with authority to bind coverage. The acceptance of any policy endorsement or Certificate of Insurance evidencing the required insurance coverage's and limits does not constitute approval or agreement by the City of Huntington Beach that the insurance requirements have been met or that the

insurance policies shown in the Certificates of Insurance are in compliance with the requirements.

1. Endorsements: Once a contract is awarded the successful consultant must provide City of Huntington Beach with policy endorsements evidencing coverage as outlined above as well as Additional Insured status. All endorsements must be issued on ISO (Insurance Services Offices) forms.
2. Additional Insured: City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insured under general liability and automobile liability policies. The additional insured coverage for the general liability policy must cover both ongoing and completed operations. For any claims related to this project, vendor's insurance coverage shall be primary and vendor shall not seek contribution from any insurance carried by the City of Huntington Beach. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy.
3. Duration of Insurance Coverage: All insurance shall be maintained by the Consultant in full force and effect during the entire period of performance. Vendor shall submit to City annual renewal of certificates of insurance and applicable endorsements mentioned above 30 days before the expiration of the current insurance certificates.
4. Hold Harmless: Consultant hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, elected officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including without limitation, cost and fees of litigation of every nature or liability or any kind or nature) arising out of or in connection with Consultant's (or consultant's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by consultant, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City. Consultant will conduct all defenses at its sole cost and expense and City shall approve selection of consultant's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by consultant.
5. Contract Discussions: Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Appendix A for a sample agreement.

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

SECTION III

Evaluation and Award Criteria

A. Minimum Requirements

Minimum requirements for those services for which you submit a proposal are expected to be as follows:

1. Demonstrate at least ten (10) years' experience providing to public agencies in California the same or similar full service entities with a minimum population of 50,000.
2. Demonstrate at least five (5) contracts within California during 2018 through 2023 to provide the same or similar full services to public agencies/entities.
3. Demonstrate sufficient staff available with recent experience to provide the same or similar services, including providing such services for police and fire personnel.
4. Provide all reference(s) for agencies with whom you have contracted to provide the same or similar services during 2018 through 2023.
5. Provide all reference(s) for any agencies which have cancelled or not renewed their contracts with you during 2018 through 2023.
6. Have no outstanding or pending complaints with the Better Business Bureau or State of California Department of Consumer Affairs.
7. Demonstrate the administrative and fiscal capability to provide the same or similar services.

While failure to meet a particular expected minimum requirement will not automatically disqualify a proposal, evaluation scoring may be impacted negatively.

B. Evaluation Criteria

The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weight factors indicated below.

Because the proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. The City may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the RFP's is an important factor in the evaluation process. Proposals, which appear to be compliant, shall be evaluated in accordance with the following:

1. Qualifications & Experience (maximum points 25)
History of the consultant's history of performance and demonstrated ability in providing the service in addition to meeting qualifications, education, experience and technical competence of key personnel assigned to the project team including working with public entities, specifically with public safety.
2. Approach and Methodology (maximum points 25)
How well the service meets the required specifications and objectives in the solicitation, creative approaches, quality and completeness of the proposal, technologies designed to protect networks and data, and ability to complete all projects in a timely manner.
3. Compliance with RFP (maximum points 10)
Successfully complete response in accordance with RFP instructions, understand the project, and inclusion of required licenses and certifications.
4. Partnership Strength & Value-Added Features (maximum points 20)
Partnership strength and additional features the firm proposes to bring forth.
5. Proposed Costs (maximum points 20)
Reasonableness and competitiveness of the firm-fixed prices and/or hourly rates quoted; basis on which figures are quoted. The lowest price proposal will not necessarily be selected; the City is looking for the best value and makes an award in the best interest of the City.

SECTION IV

Scope of Work

General Information

The City of Huntington Beach is a local municipality located along the coast of Southern California and services a population of approximately 220,000. The City of Huntington Beach has approximately 1,000 permanent full-time employees and 352 part-time/seasonal employees. The City provides Police, Fire and Marine Safety services to the citizens.

The City would like to partner with “Best in Class” vendors that can provide Workers’ Compensation claims administration and

services for all existing claims (open and closed) and new claims for the agreement term. The City will consider vendors who demonstrate creative and effective claims administration that are streamlined and user-friendly, leverage technology, have a strong customer service focus, solid reporting capabilities, proactive and consistent management of employees’ occupational absences, competitive rates and fees, and ability to comply with City of Huntington Beach’s performance standards.

City of Huntington Beach employees are of utmost importance; therefore, it is imperative that the TPA will demonstrate the ability to provide excellent customer service to the employees and any other involved parties.

The City’s Risk Management Department will be responsible for management of the City’s Workers’ Compensation program, including contract administration of the TPA agreement(s).

The City’s Risk Management Department coordinates all aspects of the Workers’ Compensation program with the TPA vendors. This includes: reporting of injuries, employee contact, providing lost time and salary information, early return to work program, claimant service evaluation and maintenance of the City Worker’s Compensation claim files.

The City is self-insured for Workers’ Compensation and maintains a self-insured retention of \$1,000,000 and excess insurance coverage up to State statutory limits, with excess coverage carried by PRISM.

The City's fiscal year (FY) loss runs indicate the following claim counts as of FYE 9/30/17:

FY	Open Indemnity	Open Future Medical	Open Medical Only	Total Closed Indemnity	Total Closed Future Medical Only	Total Closed Medical Only	Total Claims
2018 - 19	203	256	21	1682	1266	3900	7328
2019 - 20	190	235	28	1731	1375	3936	7495
2020 - 21	191	220	33	1810	1450	3980	7648
2021 - 22	218	260	28	1885	1495	4023	7909
2022 - 23	220	290	16	1934	1535	4048	8043

The City's Workers' Compensation program is currently administered by AIMS.

The current TPA has been the City's TPA since 2010. The TPA does not provide medical cost containment and other ancillary services through their managed care division and vendor partners.

The City has 220 open indemnity claims, 290 future medical claims, and 16 medical only claims.

The City has maintained an agreement for a number of years with participating police and fire Associations in an **Alternative Dispute Resolution (ADR)** program. The ADR program requires that disputes related to workers' compensation claims are resolved utilizing the steps contained in the ADR program before proceeding through the WCAB. Program goals include avoiding unnecessary misunderstandings, disputes, and litigation; reducing delays encountered in the State system; and increasing employee satisfaction. The TPA selected must be able to administer claims in accordance with the ADR program.

The selected Consultant shall assume responsibility for the handling and storage of all open and closed claims. The City of Huntington Beach will require specific files currently on site at the City be moved, and stored, to the consultant's location at the inception of the contract.

A. General Scope of Services and Requirements

Program Administration

- The selected TPA firm will interface directly with the City's injured employees in close coordination with Risk Management.
- Inform the City of proposed changes in statutes, rules and regulations, and case law affecting the workers' compensation program.

Dedicated/Designated Assigned Personnel

- Adequate staff shall be provided to perform the services listed in the Contract in a manner satisfactory to the City. The Contract shall provide an adequate maximum caseload per examiner and a plan implementation.
- The consultant shall provide a designated claims unit supervisor that will regularly review the work product of the claims examiner(s).
- Claims examiner(s) must be certified with the State of California and be experienced dealing with public safety officers.

Claims Management Services

- Administer Workers' Compensation benefits in accordance with the Labor Code.
- Make initial contact with the employee and establish a claims file within 24 hours of receipt of the Employer's First Report of Injury for the City. Claim files will be available for review by the City at any time during the TPA's regular business hours.
- The TPA must resolve City issues immediately to the City's satisfaction. This may include reassignment of claims examiner(s) staff.
- The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination
- Provide guidance and information regarding Workers' Compensation benefits to City employees.
- Respond to City staff inquiries within twenty four (24) hours and critical issues on the same day.
- Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.
- Establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of the claim.
- The TPA should pursue actions of abuse of the Workers' Compensation system or suspected fraud.
- Investigate and recommend special, outside independent investigations for questionable claims with the consent, coordination and assistance of the City of Huntington Beach.
- The claims examiner shall obtain the City's authorization on all claim settlements.
- All penalties incurred because of failure of the TPA to comply with statutory laws and/or reimbursement should be brought to the City's attention, and shall be the sole responsibility of the third party administrator and reimbursement shall be made on a quarterly basis.
- The TPA will be responsible to identify subrogation opportunities and in consultation with Risk Management, will be called upon to pursue subrogation.
- The TPA will be required to conduct file/claims reviews at the discretion of the City of Huntington Beach.

- Assist with the ongoing development and maintenance of the Alternative Dispute Resolution (ADR) carve-out program.

Alternative Dispute Resolution:

- Do you currently have experience managing an Alternative Dispute Resolution Program including the required reporting to the State? If so, what type?
- Have you used an ADR to expedite your claims? Please give an example.
- How would you change an ADR program to be more efficient?
- How do you measure the success of an ADR program?

Claims Management Software

- The claim's management software should provide a claim description, financial data, and ad hoc reports on claims using criteria such as reserves, paid, indemnity, etc.
- The claims management system must be read-only accessible to City of Huntington Beach Risk Management with licensing allowing a minimum of three (3) individual computers to access claim information simultaneously.
- The selected firm will be required to provide training to Risk Management staff on report generation and the use of software.

Reporting

- Reports generated by the TPA should be furnished to the City in paper or electronic form as requested.
- Provide customized reports as needed upon reasonable request.
- Provide a monthly administrative report in Excel format, including information such as:
 - Number of claims, medical only, indemnity and reporting only
 - Number of closed claims
 - Number of active files assigned to each claims adjuster
 - Indemnity paid in 4850 benefits, TD, PD, Death and Rehabilitation Benefits
 - Expenses paid
 - Cases assigned to counsel, investigators and nurse advocate
 - Amounts recovered in apportionment or subrogation
 - Number of litigated cases
 - List of cases settled during the month, indicating the amount of the settlement and method/type of settlement
 - Summary and detailed bill review reports outlining bill review activity, savings and cost, and other reports at the City's discretion.
- Provide the following annual report to Risk Management:
 - Assemble and submit data as required for State reports, including the self-insurance report to Industrial Relations. Assemble and submit data needed for actuarial studies performed on the City's Workers' Compensation Program
 - OSHA 300 log of Work-Related Injuries and Illnesses; and OSHA 300A Summary of Work-Related Injuries and Illnesses
 - The annual carve out report for the ADR program as required by the State of California

- Annual Stewardship Report with pertinent statistics for benchmarking and ADR program, measuring the City of Huntington Beach's workers' compensation program

Banking, Tax Reporting & Financial Needs

- City of Huntington Beach will establish and maintain a bank account from which TPA will issue checks for payment of services and benefits.
- The TPA will provide weekly to City of Huntington Beach's Risk Management and Finance Dept a check register, indicating date, check number, payee, reason for payment and amount paid, in Excel/spreadsheet format.
- The City of Huntington Beach Finance Dept will reconcile bank account statements against check registers provided by the TPA.
- Invoices for replenishment of the City's Trust Account shall be submitted to City weekly on Thursday. The invoices submitted will replenish the fund expenditures from the previous week.
- Monthly reconciliation invoices will be submitted at the end of any given month. These invoices will replenish any other funds in the account not covered under the weekly invoices.
- Provide any other written documentation to support any changes to the trust account balance.

SECTION V

Proposal Format & Content

PROPOSAL FORMAT

Proposals must be typewritten on eight-and-a-half inch by eleven-inch (8½” x 11”) standard size paper, in Bookman Old Style twelve (12) point font, with page margins (top, bottom, left, and right) of not less than one (1) inch, and double sided (2-sided print). Cover pages and page separation dividers with labeled tabs of a different color may be used. Single-sided (1- sided print) may be used to accommodate graphic representations, such as diagrams, flowcharts, screenshots, spreadsheets, etc., as applicable. Proposals shall not include any promotional marketing material. Lengthy narrative is discouraged; proposals should be brief and concise.

The form, content, and sequence of the Proposal shall follow the outline presented throughout the RFP. Include proper titles and use the Section Headings provided with each section and subsection separated by dividers and labeled tabs.

TRANSMITTAL/COVER LETTER

The Letter of Transmittal shall be addressed to the Finance Manager at the City’s mailing address, and must, at a minimum, contain the following:

- Reference RFP # _____
- Identification of the offering Firm(s), including name, address, and telephone number of each Firm
- State whether the Firm is a Proprietorship, Corporation, Co partnership, Joint Venture, or combination thereof
- Proposed working relationship among the offering Firms (e.g., prime-subcontractor), if applicable
- Acknowledgment of receipt of RFP addenda, if any
- A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and eighty (180) days from the due date for proposals
- Identification of any information contained in the proposal which the consultant deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state’s Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the City and may disqualify the consultant from consideration).
- Signature of a person authorized to bind the offering Firm to the terms of the Proposal.

SECTION VI General Responses & Qualifications

SECTION A - GENERAL RESPONSES – QUALIFICATIONS & RELATED EXPERIENCE

Section A This section must contain the information required in Sections A.1- A.6 and must be organized in the sequence listed below:

A.1 – Executive Summary

This section should include a Statement of Understanding and Intent.

A.2 – Background and Experience

Describe the Consultant's background and experience, include the following information:

- Date the entity was established
- Address of the Consultant's Headquarters
- Location(s) where Consultant's services will be performed
- The total number of Consultant's employees
- The total number of Consultant's employees in Southern California
- A statement of the Consultant's experience and history providing the services described in this RFP

A.3 – Qualifications

Describe your Firm's most distinguished and noteworthy qualifications for providing the required services to the City.

A.4 – Financial Capabilities

Disclose any conditions (e.g. bankruptcy pending litigation, planned office closures, impending mergers, etc.) that may affect your ability to perform. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any Federal, State, or Local Public Agency

A.5 – Legal Issues

Disclose if the consultant has been sued or had other legal action initiated by clients, or been the subject of any complaint filed with any regulatory Agency in any state regarding services under this RFP within the last five (5) years.

A.6 – Past Failure to Complete Work Awarded

Provide a description of any incident within the past five (5) years in which the consultant has had a contract terminated for default. Termination for default is defined as notice to stop performance due to the consultant's non-performance or poor performance and the issue was either not litigated or litigated and such litigation determined the consultant to be in default.

Section B - In this section the consultant shall provide with brevity its responses, and organized in the sequence found under Sections B.1-B.14 below.

B.1 – Philosophy

Describe your claims management philosophy.

B.2 – Staffing

Describe the staff structure you will assign to the City of Huntington Beach account. Provide a chart indicating the positions, number of employees, salary, benefits and total regarding the team members.

B.3 - Work Plan and Technical Approach

Briefly summarize how the Consultant's services in the Proposal will meet or exceed the City's requirements/Scope of Work.

B.4 - Provide a Transition Plan with specific milestones, tasks, and deliverables to be accomplished by the Consultant during the transition period prior to July 1, 2018. Include the electronic data transfer process.

B.5- Explain any special resources, procedures, or approaches that make the services of the Consultant unique and advantageous to the City.

B. 6 - Describe the Company's reserving policies, practices, and standards for review of reserves (e.g. involvement of the supervisor or manager in adjusting reserves). Provide a sample Claim Reserving Sheet.

B.7 - Describe your Special Investigation Unit (SIU). What "red flags" will initiate a referral for AOE/COE and sub-rosa investigations to identify fraudulent claimants?

B.8 – Information and Technology - Describe the proposed Claims Management System, and whether it is owned or leased. How will the system meet or exceed the requirements of the City? Explain any advantages that this proposed system would have over the competitors' systems.

B. 9 – To what extent will the City have access to the Claims Management System, including, but not limited to, diary access, claim status notes, payments and reserves, all

correspondence, work status access, and all reports? Describe the City's ability to run ad hoc reports and at what additional cost, if any.

B. 10 - What practices and controls does the Consultant have in place to ensure its Information Technology System(s) is adequately protected against environmental, physical, and cyber/data breach threats?

B. 11 - The Consultant shall provide samples of monthly, quarterly, and annual claims management/summary reports. Describe the types of reports that are available in Excel.

B. 12 – Costs/Fees

Disclose all costs/fees to be assessed to City of Huntington Beach for the TPA Services included in this Section. In addition, complete the Cost Sheet provided in “Exhibit B” in the Appendix of this RFP. Include the Cost Sheet(s) in the Appendix of your Proposal.

Please provide a 3-year quote delineated by an annual fee for each of the three years. Include pricing for two 1-year extensions beyond the initial three years for a total of 5 (five) years. Including a quote does not obligate the City to consider an extension.

B. 13 – References

Using the Reference Sheet in “Exhibit A” of the Appendix, provide three (3) references of similar types of services performed within the last three (3) years. The Reference Sheets are to be included in this section.

EXHIBIT A

**References for City of Huntington Beach
Request for Proposal Workers' Compensation**

Name of Firm _____

Address of Firm _____

Dates of Service _____ through _____

Contact Person _____

Contact Person Phone Number _____

Contact Person E-mail _____

Brief Description of Service Provided:

EXHIBIT B – COST SHEET

CONTRACT YEARS	FY 23-24	FY 24-25	FY25-26
THIRD PARTY ADMINISTRATION			
	\$	\$	\$
	\$	\$	\$
EXTENSION YEARS	FY 26-27	27-28	
	\$	\$	
List extra fees for Claims Transition from current TPA to newly contracted TPA, if any, for FY 23-24.	\$		

EXHIBIT C – KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheet as needed.

Name	Classification/Designation	Years of Experience	Years with the Company	Professional Licenses or Credentials

APPENDIX A

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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

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

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

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

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

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

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

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

4. COMPENSATION

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

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or

termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

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

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

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged

to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

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

9. PROFESSIONAL LIABILITY INSURANCE

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

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

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

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

10. CERTIFICATE OF INSURANCE

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

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

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all

approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

TO CITY:

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

TO CONSULTANT:

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

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

the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,

COMPANY NAME

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

By: _____

print name

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

AND

By: _____

print name

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

Mayor

City Clerk

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

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

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

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

C. Billing

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

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

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

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

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

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

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

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

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

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

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

Table of Contents

1	Scope of Services	1
2	City Staff Assistance.....	2
3	Term; Time of Performance.....	2
4	Compensation	2
5	Extra Work.....	2
6	Method of Payment.....	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless	3
9	Professional Liability Insurance.....	4
10	Certificate of Insurance.....	5
11	Independent Contractor.....	6
12	Termination of Agreement.....	6
13	Assignment and Delegation	6
14	Copyrights/Patents	7
15	City Employees and Officials	7
16	Notices.....	7
17	Consent	8
18	Modification.....	8
19	Section Headings	8
20	Interpretation of this Agreement.....	8
21	Duplicate Original.....	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees.....	10
25	Survival	10
26	Governing Law	10
27	Signatories.....	10
28	Entirety.....	10
29	Effective Date.....	11

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.</p>	<p>Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible. (See Note 1 below.)</p>	<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)</p>			<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)</p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)</p>
<p>Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.</p>						
<p>Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.</p>						
<p>Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.</p>						
<p>Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>			<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>			
<p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>						
<p>Claims made policies are acceptable if the policy further provides that:</p> <ol style="list-style-type: none"> 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims. 						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.</p>		<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible.</p> <p><i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p>		<p>Full replacement cost with no coinsurance penalty provision.</p>	<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i></p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below.<i>(See Note 2.)</i></p>
<p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

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

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

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

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

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