

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ARDURRA GROUP, INC.
FOR
ON-CALL DEVELOPMENT REVIEW ENGINEERING
& PROFESSIONAL CONSULTING SERVICES

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

WHEREAS, CITY desires to engage the services of a consultant to on-call development review engineering and professional consulting services; and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates Mark Lewis 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 three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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

4. COMPENSATION

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

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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

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

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

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

9. PROFESSIONAL LIABILITY INSURANCE

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

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

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

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

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

10. CERTIFICATE OF INSURANCE

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

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

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

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

TO CITY:

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

TO CONSULTANT:

Ardurra Group, Inc.
ATTN: Carmen Kasner
3737 Birch Street Suite 250
Newport Beach, CA 92660

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.

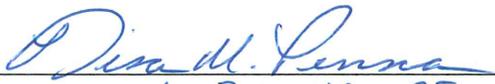
This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,

ARDURRA GROUP, INC.

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

By: 
LISA M. PENNA, PE
print name

Mayor

ITS: (circle one) Chairman/President Vice President

City Clerk

AND
By: 
Randal S. DUMAS
print name

INITIATED AND APPROVED:


Director of Public Works

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

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:


City Attorney

EXHIBIT "A"

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

Provide On-Call Development Review Engineering and Professional Consulting Services

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:



1. IMPLEMENTATION PLAN

CITY'S GOAL

Ardurra understands the City's goal is to establish a working relationship with a consultant to support the City in providing and maintaining a high level of customer service and reduce peak turn-around timeframes for development plan checking and entitlement review services submitted to the City by utility companies or private landowners/developers and/or their engineers/surveyors. We accept the Scope of Services as described in the RFQ and offer the following approach to successfully deliver completed projects.

PLAN CHECKING/ENTITLEMENT REVIEW MANAGEMENT APPROACH

Management of Project Team. Our project approach and proven work plan is based on a pro-active project management approach. We firmly believe in "doing it right the first time." Consequently, we realize that when pursuing project success, it is critical to thoroughly define the project requirements before the work is started. Ardurra's plan check team has a proven record in successfully managing plan check for numerous public agencies. Our team has had great success in obtaining consensus on implementing an agency's and our managerial procedures and approaches.

Our management philosophy includes the following:

Understand the Proposed Project. Mark Lewis and his team have been intimately involved with development review for various public agencies including the cities of Huntington Beach, Seal Beach, Lake Forest, Brea, Tustin, Long Beach, and Signal Hill. We understand the critical issues that cities face when private and public development is proposed and are committed to delivering quality infrastructure that is compatible with City and community goals and standards.

The Right People for the Project. Along with Mark, we have included resumes for Ardurra's team. The availability of plan check reviewers is dependent upon the timing of the plan check and City's NTP to Ardurra to begin work on each review. Alternate plan check candidates will be proposed and deployed to the plan checks, as approved by the City, should existing team members be committed on other assignments prior to the City's NTP for each review.

Team Communication. Our team members have excellent track records communicating with clients and stakeholders. Frequent communication and tracking of project progress are integral to our approach for his project. We will set up communication protocol with the City prior to commencing any work on the project. Our goal is to keep the City informed as the plan review progresses. Through our proposed FTP site, we will have each plan check uploaded for the City's review. The City will be included in all revision communications and our recommendations will be coordinated with the City. Mark Lewis will be responsible for outlining communication protocol.

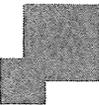
WORK PLAN EXAMPLE - PLAN CHECK

KEY INITIAL WORK PLAN ELEMENTS

The Ardurra team will perform as part of the City's team, in the City's best interest, as an extension of City staff.

Review Procedural Guidelines: One of Ardurra's first orders of work will be for Ardurra staff to meet with the City to review and discuss the City's desired approval and procedural guidelines to be used for development plan check review and submittal process.

Development Plan Check Review Correction Lists and Forms: The next step will be for Ardurra to work with the City and draft up a plan check review process, procedures, and guidelines that are consistent with the City's desires. Standard correction checklists will be developed as part of the review process.



Initial Meeting: An initial meeting will be held with the City to discuss reporting, tracking, and submittal procedures. We propose at our initial meeting with the City to review and set up procedural guidelines for setting up and using an Ardurra FTP site to be used for electronic submittals by applicants and the City.

Reporting: Ardurra proposes that the development plan check review staff will provide progress for each project through an Excel tracking spreadsheet that will be located on the FTP site and made accessible to the City.

Project Schedules: We propose at our initial meeting with the City to review and set procedural guidelines, which will include establishing schedules for assigned projects. Our team is committed to meet turnaround timeframes as defined below:

REVIEW	TURNAROUND
1st Plan Check Review	10 Working Days
2nd Plan Check	5 Working Days
3rd and Subsequent Plan Check Reviews	3 Working Days

Review Standards: Ardurra shall review/check plans for compliance with the following regulations and standards:

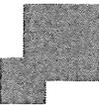
- City of Huntington Beach – Standard Plans and specifications
- State of California (Caltrans) – Design Manuals, Standard Plans, and Standard Specifications
- State of California (Caltrans) – Manual of Uniform Traffic Control Devices (MUTCD)
- Standard Specifications and Standard Plans for Public Works Construction (Greenbook), BNi
- Other standards as specified by the City of Huntington Beach

Subdivision Maps: Review subdivision maps for compliance with the project’s Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and the Subdivision Map Act. Consultant shall check and review map boundaries, metes, and bounds, and, if desired, field check final documentation (monumentation and corner records) prior to bond exoneration. Conditions of Approval for development may include offsite improvements and financial obligations of the applicant. Ardurra will assist the City in preparing subdivision improvement agreements and related bonds for final maps. Ardurra will author or assist in writing staff reports for final map approval.

Grading Plans: Ardurra shall review/check grading plans for compliance with the project’s Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and regulations. Ardurra will check or assist the City in checking the engineer’s estimate for grading to determine grading bond amount. Ardurra will author or assist in writing staff reports.

Encroachment Permit/Improvement Plans: Subdivision maps and grading plans may require internal and offsite improvements and encroachment permits. Ardurra will perform engineering reviews for required improvements for, but not necessarily limited:

- Grading
- Utilities - Water and sewer, assist with underground utilities
- Frontage improvements - Street plans, sighting plans, signal plans, parkways, and traffic studies
- Water quality management - Water Quality Management Plans, NPDES permit compliance including recommendations for TMDL monitoring compliance, BMPs, and identify urban runoff and potential illegal discharges
- Drainage - Hydrology, hydraulics, and drainage devices
- Erosion control devices
- Soundwalls, Retaining Walls, Shoring



Meetings and Reports: Throughout each assigned project plan check Ardurra will meet as required with developer, its consultants, City staff, special districts, regulatory agencies, and other stakeholders at your/their convenience to discuss the project and any issues. Our project manager will be responsible for arranging, notifying, and producing meeting agendas and minutes for each meeting. Ardurra’s project manager will make meeting presentations on projects as required and will provide necessary exhibits. Ardurra’s project manager will provide progress reports for each project in one overall progress report submitted weekly.



Ardurra provides several layers of quality control, assuring that all project needs are met.

PROJECT MANAGEMENT APPROACH

Ardurra’s project management approach is derived from many years of experience and proven success and includes very specific strategies: coordination, communication, and documentation.

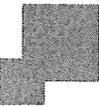
Coordination: All development plan checks, and entitlement reviews will require coordination. That can come in the form of coordination with other City departments, local agencies, and stakeholders. The Ardurra Team has years of experience with on-call plan check and entitlement review contracts with other Southern California agencies. These on-call contracts require similar coordination efforts in which Ardurra has established and maintained outside-agency contacts, coordinate with their staff, and assist the customers to obtain the necessary approvals to move their project forward. This knowledge and understanding of working with other agencies will provide great benefit on each project.

PARTNERING WITH THE CITY

Ardurra’s goal is to be a true partner with the City and to ensure the City’s project manager is always up to date on the status of each plan check and entitlement review so there are no surprises.

Communication: Ardurra has a formal, proactive communication plan to share critical information as soon as possible and to make sure there are no surprises. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. From the initial review through the final approval, we will prioritize our communication to make sure all required actions are documented and addressed in a timely manner. The City can be assured that both the City and all team members will always be aware of the status. This level of coordination, coupled with the progress meetings, helps avoid issues and delays, ensures compliance with City requirements, and ensures that the customer’s project is proceeding as efficiently as possible without costly delays. Ardurra has used this management approach with great success on all types and sizes of projects.

Documentation: Proper documentation is critical for all development projects. We have a thorough understanding of the document control procedures required for plan check and entitlement review. Ardurra’s document control management policies are prepared to comply with the City’s requirements. Our typical project progress reports include the status of various development projects under review, potential issues affecting approvals, needed coordination with utility and outside-agencies, review cost and schedule snapshot and analysis, issues discussion and recommended resolution actions. Monthly progress reports will be tailored to the needs of the City for each development project. In combination, Ardurra’s tools and efficiency in coordination, communications, and documentation will provide the City with a transparent process for the duration of the contract.



Quality Assurance and Quality Control: Quality control and assurance will be an ongoing task throughout the duration of the plan check and entitlement review process. By implementing a program specific QA/QC Plan, the quality assurance, and project specific checklists will be developed to ensure each step is accomplished. The quality control manager for the project ensures that all checklist items are addressed by the project manager. The results of our in-house QA/QC Plan for the entire Ardurra team will be available for review by the City.

Schedule: Our project manager will oversee the plan check and entitlement review process to ensure review periods as consistent with the City’s desires. Develop plan checks and entitlement reviews that are lagging will be discussed with the City and if required, the project manager will meet with the applicants to facilitate the approval process. We will provide a summary report regularly that shows completed reviews, problematic reviews, and recommended actions.

2. EFFORTS TO ACHIEVE CLIENT SATISFACTION

SOLVING AGENCIES’ BIGGEST CHALLENGES WITH PROVEN SOLUTIONS

Our philosophy is to protect the City’s interests, minimize risks, provide cost-effective solutions, and maintain compliance to provide the City with long-term value for their investments. Based on 20+ years of local experience delivering on-call services for agencies like yours, we have developed simple, clever, and proven solutions to issues we see regularly.

- We use a risk matrix to identify and manage challenges early in the project regarding clearing the right-of-way, coordinating utilities, stakeholder involvement, material cost escalations, supply chain disruptions, and mitigating or avoiding environmental impacts.
- You get a standing meeting in your calendar between the City’s project manager and our project manager to discuss deliverables, status updates, and information requests. This simple and short meeting means you will have the necessary information and task order status to share with your team regularly.
- Your projects get committed and coordinated staff because our office and regional leaders meet at least bi-weekly to discuss deliverables, resources, quality control, and following through on our promises. This gives you a flexible and skilled team focused on meeting deadlines with high-quality work.
- You get exclusive access to the fantastic talent from one of the country’s fastest-growing engineering firms. We are humbled to be on Zweig’s preferred employer list for the last five years. This means we are a magnet for talent! We have been growing consistently and adding amazing people every week. This gives you direct access to more help, unique solutions, and a small army of professionals with a heart for client service.

3. PROJECT SCHEDULE

REVIEW	TURNAROUND
1st Plan Check Review	10 Working Days
2nd Plan Check	5 Working Days
3rd and Subsequent Plan Check Reviews	3 Working Days

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:

SEE ATTACHED EXHIBIT B

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.



FEE PROPOSAL

On-Call Development Review Engineering & Professional Consulting Services Schedule of Fees

Rates Effective June 1, 2025 through May 31, 2027 (Plus 1-year Extension)

CLASSIFICATION	HOURLY RATE
Principal in Charge	\$397
Administrative Assistant VI	\$150
Administrative Assistant V	\$138
Administrative Assistant IV	\$127
Plan Check Engineer IV	\$323
Plan Check Engineer III	\$269
Plan Check Engineer II	\$239
Plan Check Engineer I	\$221
Public Works Technician III	\$179
Public Works Technician II	\$156
Public Works Technician I	\$126
Project Accountant	\$164

- (1) Mileage is billed at the current IRS rate.
- (2) Consultants must adhere to this fee schedule. Any classification not listed in above fee shall be at cost.
- (3) Rates may only be changed by mutual consent with contract amendment.
- (4) Rates include insurance and overhead costs.



ARDURRA-01

KMCGUFFIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2025

V.C.K.

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Ardurra Group, Inc. 1000 N.W. 57th Court, Suite 800 Miami, FL 33126	INSURER A: Charter Oak Fire Insurance Company A++ (XV) 25615	
	INSURER B: Phoenix Insurance Company A++, XV 25623	
	INSURER C: Travelers Property Casualty Company of America, A++, XV 25674	
	INSURER D: National Fire & Marine Insurance Company A++ X 20079	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-5X487435	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-5X558309	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5X642114	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-5X489557	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			42-EPP-306878-07	1/1/2025	1/1/2026	Per Claim/Aggregate \$ 10,000,000 APPROVED AS TO FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On-Call Development Review Engineering & Professional Consulting Services 2025

The City of Huntington Beach, CA, its officers, elected or appointed officials, employees, agents and volunteers are insured and insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Huntington Beach, CA 2000 Main Street Huntington Beach, CA 92648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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