

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HR GREEN PACIFIC, 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 HR GREEN PACIFIC, 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 Tina York 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:

HR Green Pacific, Inc.
ATTN: Timothy J. Harnett
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

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

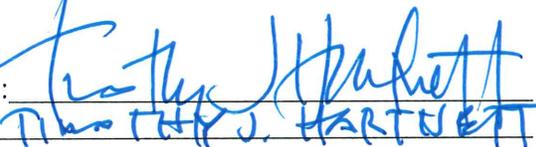
This Agreement shall be effective on the date of its approval by the City Council.

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.

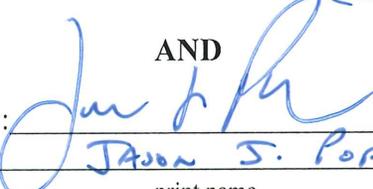
CONSULTANT,

HR GREEN PACIFIC, INC.

By: 
MATTHEW J. HARTNETT
print name

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

AND

By: 
JASON S. POPPEN
print name

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

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

Mayor

City Clerk

INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

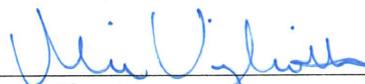

City Attorney

EXHIBIT "A"

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

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:

EXHIBIT "A"

C. Methodology

1. IMPLEMENTATION PLAN

As a current provider to the City of Huntington Beach, HR Green is already available to work on City projects and will need no formal implementation of our services. To that end, we are also familiar with the City's chosen plan check software systems: Bluebeam and Accela.

2. SCOPE OF WORK

Entitlement Review

Processing New Development/Enhancing Community Engagement

Since maintaining an effective entitlement process is critical to support a thoughtful community development process, HR Green will work closely with Huntington Beach's planning team, meet with prospective developers and their engineers, and participate in meetings early in the planning process to collaboratively shepherd projects through to construction. Our team of engineers have taken projects from "cradle to grave". We have worked with Planning Departments in multiple agencies to move applications through the entitlement process by writing the Engineering conditions of approval, providing the plan review of those plans, overseeing and coordinating the construction with the field inspectors, and ultimately releasing the bonds after the warranty period is over and the City accepts the project into the City maintenance system. Since several of our staff have served as City Engineers and Public Works Directors, we are uniquely qualified with a discerning eye for City concerns that permeate our engineering conditions. We communicate often with Planning Departments to ensure a common understanding of project goals, the entitlement process, and city expectations to efficiently maintain project momentum.

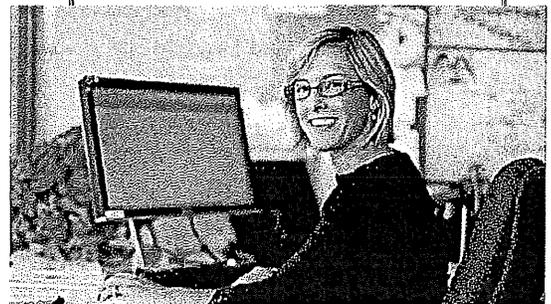
Land Development Plan Check

"Leveling Up" the Review Process

HR Green's unparalleled review process provides for prompt, precise, and thorough plan reviews with professional comments on a wide array of development projects. HR Green has a proven internal plan review coordination process, **GreenTReX**, to make certain that each plan received is properly processed and returned on time. The **GreenTReX** development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby Technician data input and processing, Review, and Experienced professional staff manage quality control functions that are consistently implemented on each and every project. This allows multiple HR Green staff to assist at any phase of the processing, review, and approval. While most processes represent the old guard and more of the same, HR Green is evolutionary; bringing fresh and new ideas, using the latest technology, advanced permitting, and project software.

A Robust Electronic Plan Check Platform Offered Free to Huntington Beach

HR Green utilizes proven electronic plan review processes that save time and costs of printing, delivering, handling, and storing copies of plans for review. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless plan review solutions. Our plan check team has served as technical advisors to various software providers to incorporate new tools and refine the latest release of their integrated electronic plan check solutions. We are proficient in using electronic plan review systems and constantly work with agencies and applicants to move exclusively to a paperless environment. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines.



Currently, we are working with Agiline Software, a leading software development firm, and their CityView360° module to seamlessly upload, track, and review plans. This software can interface with many permitting software and portals and provide a seamless conveyance of information between the City and HR Green at **NO COST** to the City.



On-Call Development Review & Professional Consulting Services

HRGreen • City of Huntington Beach

PACIFIC

DETAILED TASK-BY-TASK SCOPE OF WORK

We are proficient in numerous electronic plan review systems, including Accela. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review are summarized electronically by our staff. Design responses can be added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Step 1 – Project Intake

Prior to beginning our initial plan check project, the Plan Review Manager and Engineering Technician will review the submittal for completeness and areas of design concern. If necessary, we will conduct a meeting or conference call with the applicant to discuss the concerns, local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review

Once HR Green receives a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable codes and standards. All corrections are identified based on compliance with:

- ▶ City Grading Standards and Grading Ordinances
- ▶ California Building Code (latest edition)
- ▶ City Development Design Standards and Checklists
- ▶ Orange County Hydrology Manual and Design Guidelines and Standard Plans
- ▶ Caltrans Highway Design Manual, Traffic Manual, Standard Specifications and Standard Plans
- ▶ California Best Management Practices Handbook for storm water BMP's
- ▶ NPDES Municipal Separate Storm Sewer System (MS4) Permit, Drainage Area Management Plan, Water Quality Management Plan Guidance & Template, etc.
- ▶ City General Plan and Specific Plans
- ▶ Conditions of Approval
- ▶ Americans with Disabilities Act

- ▶ PROWAG Accessibility Requirements (if adopted by City)

- ▶ Subdivision Map Act

Corrections are identified by adding comments to the plans and a correction letter/memo is generated detailing what items need to be addressed before plan approval. The correction letter/memo will contain the date plans were reviewed by our plan review staff, project name, City reference number, plan type, submittal number and a sheet by sheet list of the corrections.

At your discretion, upon completion of the initial plan review, a debrief between our staff and the City can be coordinated so that our firm is aligning with the City's expectations. Marked up plans, the corrections memo, and a transmittal will be sent electronically (or by overnight if hard copy submittal) to the City and/or the engineer of work.

Step 3 - Rechecks

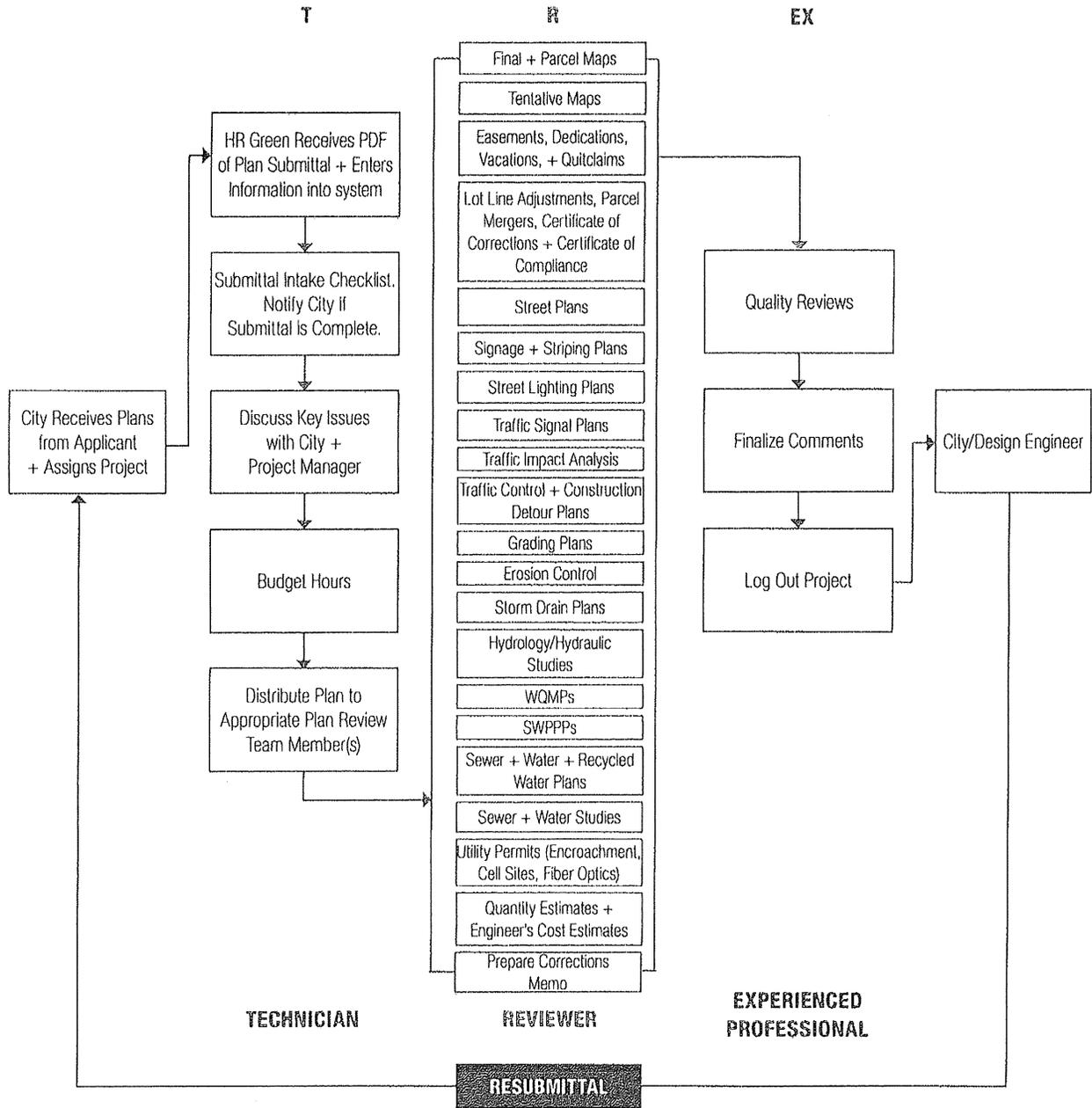
Upon receipt of the resubmittal package from the applicant, we will verify that the resubmittal package is complete. We will assign the package to the same reviewer who provided the prior review and perform a recheck in the agreed-upon timeframe. This process will be repeated until the project plan documents are ready to be recommended for approval.

Step 4 – Plan Approval

Once all comments have been addressed, HR Green will request the mylars, which will receive a final review by the Project Manager who will initial when complete. For maps and other survey documents, the HR Green acting City Surveyor will sign the final documents. The final submittal package will be transmitted to the City with a letter recommending approval.



Our GreenTREX Plan Check Process



HR Green's service methodology is that of adaptation. No two assignments or staffing needs are the same. Understanding the demand of the assignment drives the level of service. It takes sitting down with the agency, comprehending the level of need, and having the diversity and flexibility of resources to propose individuals best suited for the task. Once selected for a given assignment, our Project Manager, Tina York, PE, will oversee and guide our staff and subconsultants (as-needed) and request regular agency feedback for project success.

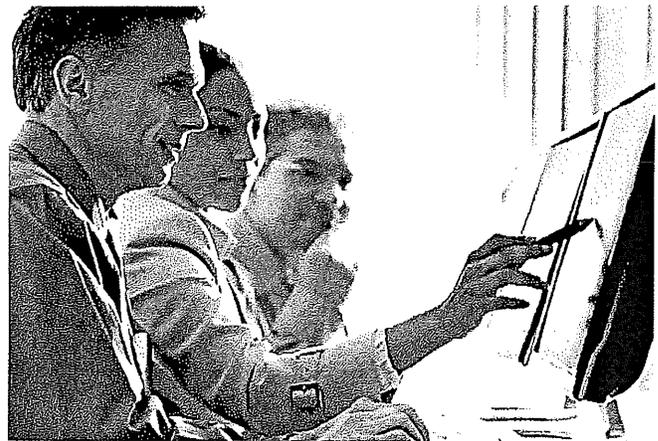
Our plan check team has been providing electronic plan reviews for two decades. While we still do the hard copy reviews when requested, well over 90% of our reviews are completed electronically. Our land development review services include:

► **Civil Engineering Design Plans** – Most of our plan review team has over 30 years of experience providing plan review for grading (mass, rough, and precise), erosion control, WQMP, hydrology and hydraulic studies, soils reports, streets, street lights, signing and striping, traffic signals, water and sewer plans, storm drains, all supporting calculations, and utility permits including small cell and fiber optics. Each plan is compared to the appropriate Specific Plan, the final map, and other improvement plans for the project to verify conformance and no conflicts. Water, sewer, and storm drain plans are compared to the master plans. The plans also go through a thorough investigation for compliance to conditions of approval, Federal, State, County, and City standards and regulations, Municipal Codes, Ordinances, Resolutions, policies, procedures, checklists, and City approved format/preferences, Caltrans Standard Plans and Specifications, Traffic Manual, and Highway Design Manual, and the County of Orange Local Drainage Manual and Hydrology Manual. Water Quality Management Plans are reviewed for compliance with the Model Water Quality Management Plan and Technical Guidance Document and all requirements set forth by the Santa Ana Region of the State Water Resources Control Board.

► **Subdivision Map Checking** – Our survey review team is conversant in the requirements of the California Subdivision Map Act. The review of each tentative map, parcel or final tract map, legal

description, lot line adjustment and easement deeds includes the coordination of the documents submitted for review (map, closure calculations, etc.) for compliance with the City's Municipal Code, Resolutions, Specific Plans, Conditions of Approval, Tentative Map, checklists, and City approved format/preferences as well as County of Orange Subdivision Manual and Subdivision Code.

At the conclusion of each development review, the reviewer digitally stamps (signs hard copies) each sheet of the red-lined document or the cover page on reports with the date, reviewer's initials, and submittal number. The red-lines, a comprehensive comment letter, and checklist are provided to all stakeholders.



ENTITLEMENT REVIEWS (CONDITIONS OF APPROVAL)

Our team is tailored to meet all aspects of the entitlement process. For a review of an entitlement project, HR Green will notify the City that the application is complete and ready for in-depth review and coordination with the appropriate City Staff (Engineering Project Manager and City Planner) to ensure the project conforms to zoning, General Plan, and other City master planned documents, including drainage, circulation, grading ordinance, etc. Our review will ensure consistency with City's zoning codes and development regulations. The review is written to provide clear direction for the development project. Upon completion of the project review, HR Green will submit a report to the City setting forth our findings and recommendations from an engineering



perspective. The report will include conditions of approval and mitigation measures tied to the development.

HR Green reviews architectural site plans, elevations, technical reports/studies, landscape plans, tentative tract/parcel maps, and other documents associated with land use entitlements.

UTILITY PERMIT REVIEWS

Proven Experience = 100% Safety Track Record

As the full-service engineering and public works consultant for the last 9 years in the City of Jurupa Valley, HR Green has processed, reviewed, and issued an average of 700 utility permits per year! Our team also provides these reviews for the Cities of Palos Verdes Estates and Moreno Valley. Because of our extensive experience, we have worked with the largest and the smallest of utility companies as well as large developers and individual homeowners. We ensure the public interest is preserved and safety is our primary concern. While we review the plans for compliance to all City and Public Utility Commission standards and requirements, we confirm the traffic control and pedestrian safety is appropriate for proposed work.

Additionally, HR Green is at the forefront of review and implementation of broadband, fiber optics, small cell, and 5G technology. The September 26, 2018 FCC Small Cell Preemption Order was meant to accelerate small cell and 5G deployment nationally. HR Green has helped more than 20 cities nationally, including the Southern California cities of Escondido, Redlands, Laguna Beach, Jurupa Valley, and Pico Rivera, maintain a significant amount of authority and flexibility by negotiating win-win outcomes that benefit carriers while addressing key community concerns, such as aesthetics, availability of high-speed telecommunications, and public safety. This includes, but is not limited to public policy development, design standards development, plan review, permit processing, co-location agreements, and construction inspection.

COLLABORATION

Augmenting Plan Review Services Through Communication

Our Project Manager, Tina York, PE, is a hands-on manager. Tina will be 100% available to the City of Huntington Beach during this contract. She actively monitors all services and has a goal to get plans approved at third submittal. She will confer and/or meet with the City, developers, engineers, surveyors, and contractors. She will prepare agendas and attend all coordination meetings including meetings to discuss red-lined comments for entitlement, land development civil or survey reviews, and utility permit reviews and other potential issues which may delay projects timely completions. Tina, together with our Engineering Technician, will provide you with the deliverables for review projects (transmittal, red-lines, comment letter, and checklists) at or ahead of the required project schedule. Our files are always accessible to you through CityView360° and will be delivered as a final package upon project acceptance. Tina is thoughtful, straight-forward, and a proven professional. She knows the City and the City can trust and

Regional Understanding = Local Success

HR Green leverages our extensive regional experience to create local success by applying a deep understanding of the area's unique environmental, regulatory, and community needs. With a history of successful projects throughout Southern California, we bring proven strategies and tailored solutions that address specific local challenges.



Our familiarity with regional standards and best practices enables us to efficiently navigate permitting processes and regulatory requirements. This regional insight, combined with strong relationships with local stakeholders, creates projects are not only compliant but also align with community goals, leading to sustainable and impactful outcomes for local municipalities.

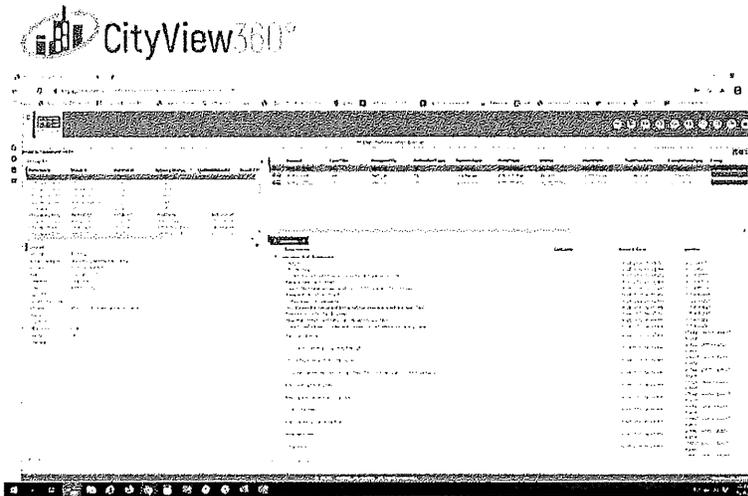


have confidence in her, the HR Green team, and the final work product.

For nearly two decades, the HR Green team of reviewers has implemented proven electronic solutions that save time and costs of printing, delivering, handling, and storing copies of plans, documents, and survey records. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless solutions. Tina and other HR Green professionals have served as technical advisors to paperless data management/reporting software solution providers to incorporate new tools and refine electronic solutions. We leverage and are proficient with various software solutions (e.g., Bluebeam Revu, Adobe, Accela, TRAKIT, EnerGov, Agiline, ePlanSoft, etc.) to not only create a paperless environment, but also provide healthy reporting for smart decision-making. We are constantly implementing the latest tools available in software.

Currently, we are working with Agiline Software, a leading software development, solutions, and consulting firm. Their CityView360° module (see screenshot below) allows for the seamless interface with Accela to upload, track, and review of plans. This portal is available on day one at NO COST to the City of Huntington Beach. CityView360° makes it easy to connect and visualize your information. You will have 24/7 real-time access to accurate and reliable data and information in order to see trends, make informed and timely decisions, and undertake long-term strategic planning.

Agiline Software's CityView360° is comprehensive tool to collect, validate, transform, organize, present and act on information received from several data sources. CityView360° makes it easy to connect and visualize your information using rapid application development. Agiline has seamlessly integrated with various software solutions and created very informative reports and key performance indicators (KPI) reporting.



"HR Green's electronic plan check system provides instant file delivery to all responsible parties, making the review process more efficient and expeditious; at-a-glance history of all data transfers; and instant project deadline tracking and notification."

- Carmen Barsu, PE, QSD
Associate Civil Engineer, City of Pomona

3. SCHEDULE

HR Green is committed to meeting or exceeding your plan review schedule. We will meet the required shot clocks required by the PUC for cell site reviews and fiber optic installation reviews. We have consistently maintained a 95+% turnaround review schedule success rate.

TIME FRAME FOR DELIVERY		
Service Description	Your Requirement	HR Green Commitment
PLAN CHECK		
First Submittal	15 working days	10 working days
Second Submittal	15 working days	5 working days
Subsequent Submittals	15 working days	5 working days
"FAST-TRACK" EXPEDITED REVIEW		
First Submittal		5 working days or as requested by the City
Second and Subsequent Submittals		3 working days or as requested by the City

4. EXPECTATIONS / DUTIES OF CITY STAFF

Project Phase	HR Green Responsibilities	City Staff Responsibilities
Management / Administrative	<ul style="list-style-type: none"> ▶ Maintain Project log ▶ Meet with City staff regularly to: <ul style="list-style-type: none"> ▪ Discuss consultant performance ▪ Inquire about revisions/updates to City/County policies/procedures ▪ Discuss ideas to improve efficiency of comprehensive review process 	<ul style="list-style-type: none"> ▶ Notify HR Green Project Manager of changes to City Standards, Codes, and Ordinances ▶ Meet with HR Green regularly to: See HR Green Responsibilities
Before Review	<ul style="list-style-type: none"> ▶ Verify the necessary items for project review are submitted <ul style="list-style-type: none"> ▪ If complete: <ul style="list-style-type: none"> ▪ Budget hours and determine due date ▪ Commence project review ▪ If incomplete or not ready for review: discuss next action with City 	<ul style="list-style-type: none"> ▶ Provide review documents and references to HR Green Permit Technician

Continued on the next page

Project Phase	HR Green Responsibilities	City Staff Responsibilities
During Review	<ul style="list-style-type: none"> ▶ Check for conformance with the Conditions of Approval (COA) <ul style="list-style-type: none"> ▪ Check off each applicable COA as it is satisfied ▪ Identify outstanding COAs in the corrections memo ▶ Perform conformity review of each submittal with: <ul style="list-style-type: none"> ▪ General Plan and City Ordinances ▪ Applicable Design Guidelines ▪ Specific Plans ▪ Tentative Map ▪ Conditions of Approval ▪ Resolutions ▪ Subdivision Map Act ▪ Land Surveyor Act ▪ Survey Documentation ▪ Standards ▪ Bond Unit Price List ▪ Checklists ▪ Current NPDES Stormwater Permits and Statewide General Permit ▶ Perform conflict check of each submittal with provided: <ul style="list-style-type: none"> ▪ Existing plans ▪ Grading and street improvement plans ▪ Water and sewer plans ▪ Storm drain plans ▪ Utility plans ▪ Final map ▪ Easements ▪ Building improvement plans ▪ Reports (e.g. soils, traffic, hydrology/hydraulics) ▪ Fugitive Dust Control (PM10) Plans ▪ Water Quality Management Plan (WQMP) 	<ul style="list-style-type: none"> ▶ Provide guidance to HR Green review team when engineer of work requests variances to City requirements.
After Review	<ul style="list-style-type: none"> ▶ Quality review check by Project Manager ▶ Deliver submittal to City and update Project Log ▶ Provide City with the following deliverables: <ul style="list-style-type: none"> ▪ Red-lined plans, studies, estimates, and WQMP ▪ Corrections memo ▪ Copy of checklists ▶ Participate in a plan check meeting after the 1st Check and in weekly DRC meetings * Prior to subsequent reviews, the Engineer of Work must return the deliverables with written responses to the corrections memo 	<ul style="list-style-type: none"> ▶ Attend plan check meetings facilitated by HR Green with the applicants.
Other	<ul style="list-style-type: none"> ▶ Perform other review and other services as authorized by City staff 	<ul style="list-style-type: none"> ▶ Notify HR Green of any additional City needs.



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.

EXHIBIT "B"

HR Green Pacific, Inc. 2025 Fee Schedule

Personnel Classification	Hourly Billing Rate	Expedited Hourly Billing Rate
Principal-in-Charge/Program Manager	\$300-375	\$345-431.25
Project Manager	\$300-350	\$345-402.50
Civil Review Lead	\$240-275	\$276-264.50
Survey Review lead	\$190-230	\$218.50-264.50
Traffic Engineer Lead	\$300-350	\$345-402.50
Water Quality Review Lead	\$190-230	\$218.50-264.50
Structural Reviewer	\$190-230	\$218.50-264.50
Senior Reviewer	\$200-230	\$230-264.50
Associate Reviewer	\$150-195	\$172.50-224.25
Permit Technician	\$100-130	\$115-149.50
Subconsultant	Cost + 15%	Cost + 17.25%

Notes:

1. Other classifications are available based upon the needs of the agency.
2. All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Direct/Reimbursable Expenses and Subconsultants: Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% for items such as:

- a. Subconsultants and other outside services, if needed.
- b. Mileage and vehicle costs directly related to agency services.

Our hourly fees/rates shall remain effective through December 31, 2025 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2025

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Sandra Molina		
	PHONE (A/C, No, Ext): 319-896-7707	FAX (A/C, No):	
E-MAIL ADDRESS: smolina@holmesmurphy.com			
INSURED HR Green Pacific, Inc. 1260 Corona Point Court Suite 305 Corona, CA 92879-5013	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co. America		25674
	INSURER B: XL Specialty Insurance		37885
	INSURER C: Zurich American Insurance Company		16535
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 102575245 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096715	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP373096815	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S97473325NF	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373098615	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Claims Made Coverage)			DPR5037729	1/1/2025	1/1/2026	Per Claim Aggregate 5,000,000 10,000,000

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

2404279: Huntington Beach, CA - On Call Civil Plan Check
 General, Auto, Umbrella & Professional Liability and Workers Compensation includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

APPROVED AS TO FORM

 By:
 MICHAEL J. VIGLIOTTA
 CITY ATTORNEY

CERTIFICATE HOLDER CANCELLATION CITY OF HUNTINGTON BEACH

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

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