

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA
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 ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, 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 Robert Righetti 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:

Engineering Resources of Southern
California
ATTN: John M. Brudin
1861 W. Redlands Blvd.
Redlands, CA 92373

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,
ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA

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

By: 
Moe Ahmadi
print name

Mayor

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

City Clerk

AND

By: 
Craig Brodin
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:

Scope of Services

ERSC has become well-versed in the many nuances that must be observed by anyone processing applications and development and studies for approval during entitlement and plan check assignments. Our staff will rely on numerous codes, guidance documents, checklists, and standards to complete each review. This section will summarize the methods used to review assigned documents thoroughly.

Plan Check Reference Material

ERSC staff will reference different guidance materials based on the scope of the assignment (e.g., State Subdivision Map Act, Standard Specifications for Public Works Construction, Americans with Disabilities Act requirements, and the California Building Code). Other facets of a particular project, such as water quality or traffic improvements, are governed by the Construction General Permit, MS4 Permit, WQMP guidance document, Manual on Uniform Traffic Control Devices, State of California Highway Design Manual, Caltrans Standard Specifications, County Flood Control Hydrology Manual, and the United States Army Corps of Engineers Permit requirements. Each is applied respectively and where applicable. In addition, local guidance documents such as the City Grading Notes for Improvement Plans, City Encroachment Permit Application Package, City Municipal Code, City General Plan, and Specific Plan Elements are also applied when appropriate. Conditions of Approval are also thoroughly reviewed and applied to each project.

Process Applicable to all Plans/Subdivision Maps/Studies for Entitlements

The items below are incorporated as applicable during the review of any plans, maps, and studies after assignment to ERSC for review.

- Review the initial submittal package for completeness. Items frequently required include a title report, geotechnical report, and conditions of approval.
- Verify ownership, review aerials and photos, and review onsite/adjacent conditions. Verify drawing content, including title block, file number, RCE signature block, benchmark, and proper drafting technique. Verify compliance with Conditions of Approval. Verify general notes and content, construction notes, and quantities. Include project title, a list of utility companies with contact information, vicinity and index map, legal description, APN, site ownership, and addresses as applicable.
- Review engineering design principles, requirements, and industry-standard practices.
- Review special studies to ensure they are conceptually sound and meet City, County, and State Standards.
- Ensure compliance with Code Requirements and Conditions of Approval, current Subdivision Map Act, County of Orange Subdivision Manual and City of Huntington Beach Zoning and Subdivision Code.

Process for Individual Improvement Plan Checking and Special Study Review

The following is an outline of items that ERSC staff utilize to review specific types of plans, maps, and studies, as well as a list of commonly reviewed documents from our experience with the City. We can elaborate as requested if the evaluation committee members deem our proposal requires expansion on potential other assignments.

Entitlement Review

Review "Development Review Request(s)" and prepare suggested Code Requirements and Conditions of Approval for approval by City staff, Planning Commission, and City Council.

Rough, Precise, Mass Grading Plans

Verify conformance with geotechnical report; show boundary information, easements, and adjacent lot numbers; show street dimensions, existing utilities, sewer lateral and water meter; reference pad elevations to TTM and surrounding drainage; review and verify perimeter conditions; cross-reference with street and drainage plans and final map; verify compliance with California Building Code for grading and accessibility; verify minimum slope requirements and drainage control at top of slope; verify slopes, top of grate and invert elevations on drains; verify retention basin and BMPs, show building locations/setbacks; show critical elevations; verify conformance with FEMA requirements; ensure compliance with City of Huntington Beach Municipal Code (including Section 17.05.050, "Grading and Excavation Code," City of Huntington Beach Grading Manual and City of Huntington Beach Standard Plans.

Street Plans and Alignment Review

Verify design speed, geometrics, and cross-section; show typical section with cross fall and dimensions; verify minimum/maximum street grades and cul-de-sac design; verify structural section (AC/Base); verify bearings, curve data (centerline and curb) and stationing; show stations/elevations at intersections, EC/BC and ECR/BCR; verify "join" elevations extend topography; show saw cut line and feathered paving; provide supplemental cross sections for widening; show driveway approaches and cross gutters; In the profile, show existing/proposed profile at centerline, curb left & right; show stations at begin/end construction, intersection, EC/BC and even stations; show slope, elevations at critical points and grade breaks; show the location, length, and PI for vertical curves; show projection and length of curb returns/verify design; profile "grade to drain" and show elevations.

Storm Drain Plans

Verify size and design flow per City's Master Plan, if applicable; design per Flood Control standards; verify alignment, geometrics, and stationing; show existing utilities (OH/UG); show catch basins, manholes/junction structures and inlet/outlet structures with details when required; show, obtain, and/or verify drainage easements; show invert elevations at inlet/outlet, structures, and grade breaks; verify design flow and street capacity with hydrology study; show HGL, flow rate, and velocity for main line and lateral; coordinate with

hydraulic calculations; verify coordination with regulatory agencies as required. Storm drain plans will be checked against hydrology and hydraulic calculations.

Water and Recycled Improvement Plans

Location (new tract, ROW or easement); supporting documents (hydraulic models, geotechnical); sheet layout and contents per City requirements; stations and elevations at valves, fittings, manholes, laterals and fire hydrants; show all existing and proposed utilities and appurtenances; detail/callout connection/stub out points; verify depth appropriate for pipe size/location; verify line data; ensure looping provided as applicable; show pavement limits; show location of above and underground features; detail any necessary encasements at walls and medians; show meter/service location, separations, and size; show lot lines and numbers; verify hydrant/manhole/valve spacing, location, joints, sizes; verify DCDA spacing, location, joints, sizes; check elevations, slope, distances, stationing, size, materials, and crossings in profile; verify size per master plan; verify thrust restraint and AR/AV calculations; verify compliance with separation requirements; verify cross-connection requirements; ensure compliance with City of Huntington Beach Standards and Design Manual, American Water Works Association standards and guidelines, American Concrete Institute standards and guidelines, American Public Works Association standards and guidelines, State Water Resources Control Board (SWRCB) division of drinking water requirements and guidelines, and Air Quality Management District requirements and guidelines.

Sewer Plans

Verify size per City's master plan; verify minimum velocity and slope requirements; verify minimum lateral slopes; verify compliance with CDPH separation requirements; verify alignment and stationing; show existing utilities (OH/UG); verify minimum cover and maximum manhole spacing; show stations and elevations at manholes, cleanouts and laterals; show easements. Sewer plans shall be coordinated with the City's Sewer Master Plan for design of master plan lines.

Sewer/Water Feasibility Studies

Review City's master plan; verify tributary area; verify existing pipe size and existing flow; determine proposed pipe size; verify sewer loading and peaking factors; determine/verify EDU's, average daily flow; peak hour dry weather flow, peak hour wet weather flow; review pipe size calculations; verify d/D ratio and minimum velocity requirements; verify downstream pipe capacity.

Final Parcel and Tract Maps

Verify overall format complies with Orange County map manual; verify conformance with tentative map and conditions of approval; review and verify content of title report, vesting deed, and Schedule B documents; verify content of title sheet and required certificates; verify dedications required by conditions of approval in owners' certificate and acceptance thereof; verify survey procedure including location/description of existing monuments, review and verify closure calculations; basis of bearings, and methods of re-establishing monuments; measured and record bearings, distances and curve data; lots and streets numbered and named, lot width and depth, street dimensions and radii and cul-de-sac and knuckle design; monumentation for streets and lots, centerline intersection, EC/BC and center of cul-de-sac, distinct boundary and lot corners.

Maps, Survey/Legal Documents

Check to assure compliance with applicable provisions of the State Subdivision Map Act, Land Surveyor's Act, City Municipal Code, Conditions of Approval and other City requirements, and all other applicable state statutes and local ordinances; review of map sheets for centerline control, lot closure calculations, mathematical accuracy, surveyor notes and symbols, monumentation per City Standards, and survey procedures; review of boundary retracement procedures and title reports; review of format statements and certificates; conformance to City's preferred format and layout; review legal description for accuracy and proper acknowledgment of record and easement documents; review and verify closure calculations, review plat for proper identification of R/W, lot lines, easements and location of existing structures and utilities.

Title Reports

Review title report to confirm that the legal description, ownership, vesting, trustees, and beneficiaries are correctly shown; Review title insurance exceptions to confirm that rights of way and easements are correctly listed and plotted; Verify that applicable rights of way, easements, and mineral rights are correctly listed as signature omissions; Verify that subdivider has requested non-interference letters from public entities and public utility companies.

Hydrology and Hydraulics Calculations

Verify compliance with Orange County Drainage Design Standards, Hydrology Manuals, Local Drainage Manuals; verify design criteria; review and verify critical design values; review and verify model input/output and content of hydrology map; and verify narrative content. For hydraulic calculations, verify mainline, lateral, and catch basin design flow; review and verify model input/output; verify methods of analysis; review design methods of catch basins, hydraulic structures, and outlet protection; review maximum velocity, junction losses, freeboard and outlet conditions; and verify hydraulic data on storm drain plans.

Water Quality Management Plans

Verify stormwater management requirements applicable to the project, source control/site design, pollutant controls, and hydromodification management; review performance requirements for source control and site design BMPs, storm water pollutant control BMPs, and hydromodification management BMPs. For a Standard WQMP, verify project information and ownership, construction stormwater BMPs, post-construction source control BMPs, and post-construction site design BMPs. For Priority Development Projects, verify onsite pollutant control BMPs or combination BMPs, BMP selection process, and BMP sizing necessary to meet stormwater pollutant control standards.

Utility Permit Reviews

Review for compliance with City and Public Utilities Commission standards. Coordinate review with public and private City projects.

Special Traffic Studies, Impact Analysis, Scoping Letters

Confirm approval of scoping agreement; verify project characteristics; evaluate traffic forecasts and supporting data; review/verify existing conditions; review future conditions without the project, including intersections and roadway segment analyses; review future conditions with the project including intersections and roadway segments analyses; review the transportation management plan; verify/review study intersections and roadway segments; review traffic forecasting for existing conditions, future growth, ambient growth, and related projects; review/verify future changes to the transportation network; verify methodology; and, verify trip generation and distribution.

Signing and Striping, Traffic Signal Plans

Review/verification of existing utilities, subsurface and overhead obstructions; construction notes and standard plan references; review pole locations, mast arm lengths; review/evaluate conduit layout and sizing, pull box locations; verify controller location and type, service connection, and pedestal location; review pole and equipment schedule, conductor schedule and phase diagram; verify location of loop detectors or video detection zones; review/verify directional and warning signage, street name signs (illuminated v. non-illuminated); review and verify vehicle storage (queue), striping, pavement markings, and advanced warnings. Review plans against current traffic engineering design standards, guidelines, and practices; City standards for street construction; City's Guidelines for Bicycle Facilities; adhere to the City of Huntington Beach Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Orange County Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24 requirements.

Street Light Plans and Voltage Drop Calculations

Verify conformance with the Standard Specifications for street lights and drafting standards; verify location at intersections, along roadways, and placement within median islands; verify pole spacing and illumination requirements; verify pole height, mast arm length, and luminaire; verify foundation requirements and location, pedestal location, service points and availability of service; verify conduit layout, size, and material; verify circuit design; calculate voltage drop throughout system/circuit.

Engineering Cost Estimates

Verify format adheres to City requirements; verify all information called out for construction is included; check quantities against plan; verify construction notes correspond; verify correct unit costs; ensure contingency included; provide civil engineer's stamp and signature.

Structural Review (Structures and Walls)

Review Geotechnical report and recommendations; review/verify design methods and assumptions; verify design criteria (i.e., bearing pressure, passive pressure, wind loads); review and verify calculations and factor safety; verify footing dimensions, steel, and grout requirements; verify and evaluate existing/proposed improvements; verify field conditions and constraints; review/evaluate geotechnical data, limits of flooding; review alignment/geometry for compliance with accepted criteria, Caltrans requirements; review design and location/spacing of spread footings/pilings; review design and location of abutments and wing/retaining walls; Evaluate drainage and drainage mitigation.

Erosion and Sediment Control Plans

Verify plan adheres to City requirements; verify WDID Number; verify perimeter protection; verify inlet protection; check BMPs with CASQA recommendations; verify retention basin and BMPs, show building locations/setbacks perimeter walls and retaining walls; verify stabilized construction entrance; verify equipment staging areas; verify materials storage areas; ensure offsite inlet protection where applicable.

Storm Water Pollution Prevention Plans

Verify proper format and content; verify QSD certification and Legally responsible person; verify SWPPP requirements and content of Notice of Intent; review and verify project information, risk level determination, and non-stormwater discharges; review and evaluate best management practices and BMP inspection & maintenance requirements; review training requirements and responsible parties; review & evaluate monitoring and reporting requirements, sampling, analysis, and QA/QC requirements; review references documents.

Soils Reports and Geotechnical Reports

Review and comment on private project geotechnical and geology reports including but not limited to soil stability, soil composition, liquefaction, compaction, foundations, etc.; review road structural calculations and any trench backfill recommendations; development of geotechnical and geology reports for limited special public projects, as well as peer review of geotechnical and geology reports; prepare review comments and conditions of approval of soils reports in a written format that is acceptable to the City; review responses to review comments provided by the developer's soils engineer; work with developer's soils engineer to resolve issues generated by review comments; attend meetings with the City, developers, builders, engineers, and consultants in a timely manner to resolve issues generated during the report review process or during construction; review soils reports submitted by the developer's soils engineer for proposed changes during grading; provide technical support to the City for geotechnical engineering and geologic related issues on an as-needed basis; provide grading inspection services on an as-needed basis to ensure compliance with City approved plans and standards.



Methodology

Project Review Schedule

The City of Huntington Beach prides itself on the punctuality of its plan check process. ERSC understands that many projects are of utmost importance to stakeholders and, often, the City. We are ready and able to meet the City's advertised schedule as outlined in the following tables.

Submittal	Standard Plan Review	Plan Submittal
1st Submittal	14 business days	Electronic/Review Schedule Will Begin at Pickup
2nd Submittal	10 days	
Subsequent Submittals	7 days	

For expedited project review, the following schedule will apply.

Expedited Plan Review	Plan Receipt	Expediting Fee
50% of Standard Plan Review	As soon as possible/Electronic	150% of Standard Fee

Procedure

Comprehensive Electronic Record Keeping: All plan check and inspection information is saved on our network for access. Redlines, transmittals, emails, supporting documents, and tracking logs are all available to ERSC staff in a central location.

City of Lake Elsinore

Client Sheet 2018
Current Contract Terms: 7/1/2010 - 1/30/2023

PROJECT REVIEW SCHEDULE

Plan Submittal	ERSC Staff Review	City Staff Review	Return
1st Submittal	14 Business Days	10 Business Days	Business
2nd Submittal	10 Business Days	7 Business Days	Business
Subsequent Submittals	7 Business Days	7 Business Days	Business

SIGNATURE BLOCK INFORMATION

Signature	Signature	Signature
City Clerk	City Clerk	City Clerk
Approved/Inspected on each page of approved plan, shown in red block (do not cover any information)		

DSC # 1607003

GENERAL PLAN CHECK NOTES

Date	Notes	Initials	Signature
11/10/20	MEMOS AND APPROVAL LETTERS: Address all notes and approval letters by Summer 2021		John McLaughlin
11/15/20	RED LINES: RED LINES must be made to include original fees and any increase when approving final plans will increase amounts are collected by City and ERSC according to published Required Documents. When making documents for approval, all redlined originals and redlined PDFs must be provided to ERSC. (Include with the approved submittal, Plan/Map, Dedication/Assignment and ALL the Attachments)		AKCS
12/15/20			Arnold Patterson

Plan Check Software & Bluebeam REVU: ERSC utilizes Bluebeam Review to perform all plan check redlines. The software allows for clarity, precision, and speed in performing redlines for plan check projects. ERSC has utilized Bluebeam in various capacities since 2017, with complete migration of our team to the software in 2020. As a result, ERSC's team can quickly adapt and onboard any of the City's preferred software for reviewing and documenting plan checks.

Comment Memo: As a part of the plan check process, ERSC summarizes all plan check comments in a memo format. Most frequently, our comments are summarized by sheet or section number and accompany the redlines with delivery. Some additional comments are occasionally included in the memos when requesting further information or compliance with certain conditions of approval. The memo is compiled in Word format to allow the engineer of record to reply to any ERSC comment.

Internal Tracking and Assignment: ERSC assigns plan check to internal staff utilizing our dedicated plan review software platform. Plans are assigned to an engineer with the applicable due dates, notes, and

20211 - TDM 2019-1.2 AND 3 - FINAL TRACT MAP - PCI

Project Details:

- Project Name: 20211 - TDM 2019-1.2 AND 3 - FINAL TRACT MAP - PCI
- Project Status: In Progress
- Project Manager: [Name]
- Project Engineer: [Name]

Task List:

- Task 1: [Description]
- Task 2: [Description]
- Task 3: [Description]

City of Huntington

- Public Works Department
- Community Legend
- PW Engineering
- PW Water/Wastewater
- PW NPDES/Water Quality
- PW Survey
- PW Traffic
- PW Streetscape
- PW Fishbar
- Planning
- Fire and Safety
- Fire Protection
- Fire Safety

SIMPLICITY

DOCUMENT/REPORT UPLOAD

Checklist items:

- Complete Development Plan...
- Finalize all documents...
- Finalize all documents...
- Finalize all documents...

FILE NAME STANDARDS AND EXAMPLES

File Name	Example
100 Plans	100 Plans
100 Plans	100 Plans
100 Plans	100 Plans

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"

Engineering Resources of Southern California, Inc. | Schedule of Rates

Professional Staff

President	\$320.00
Vice President.....	\$275.00
Sr. Principal Engineer.....	\$270.00
Principal Engineer.....	\$240.00
Assistant Principal Engineer	\$225.00
Engineer V	\$205.00
Engineer IV	\$185.00
Engineer III	\$170.00
Engineer II	\$155.00
Engineer I	\$135.00

Engineering Staff

Principal Engineering Associate.....	\$220.00
Senior Engineering Associate	\$200.00
Engineering Associate V	\$175.00
Engineering Associate IV	\$150.00
Engineering Associate III.....	\$140.00
Engineering Associate II.....	\$125.00
Engineering Associate I.....	\$120.00
Engineering Aide II	\$70.00
Engineering Aide I	\$65.00

Survey Staff and Services

Principal Surveyor.....	\$225.00
Senior Surveyor	\$185.00
Surveyor III	\$150.00
Surveyor II	\$130.00
Surveyor I	\$110.00
2-Man Survey Crew (Std Equipment/Truck)	\$320.00
1-Man Survey Crew (Std Equipment/Truck)	\$250.00
3rd Man on Survey Crew	\$140.00

Construction Support Staff

Construction Manager.....	\$225.00
Chief Construction Inspector.....	\$175.00
Sr. Construction Inspector	\$165.00
Construction Inspector	\$150.00
Inspector Overtime (Hours 8-12/Saturdays)	\$200.00
Inspector Overtime (Hours 12+/Sundays)	\$235.00

Administrative Staff

Operations Manager	\$125.00
Operations Specialist	\$105.00
Administrative Assistant II	\$95.00
Administrative Assistant I	\$85.00

Other Direct Expenses

Vehicle Mileage	\$0.70/Mile
Subconsultant.....	Cost + 20%
Reimbursable Expenses/Charges	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

January 1, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2025

VCK

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 Cavignac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department
	PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601
	E-MAIL ADDRESS: certificates@cavignac.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURER B: Hartford Casualty Insurance Co	29424
INSURER C: Berkley Insurance Company	32603
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Engineering Resources of Southern California, Inc.
1861 W. Redlands Blvd, Bldg 7B
Redlands CA 92373

ENIGRES-01

COVERAGES CERTIFICATE NUMBER: 536850863 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
A	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6802H222963	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA2S03978A	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WEGGG6371	9/1/2024	9/1/2025	<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
C	Professional Liability			AEC908006405	9/1/2024	9/1/2025	Each Claim Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured coverage applies to General Liability and Automobile Liability for City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers per policy form. Primary and Non-Contributory coverage applies to General Liability per policy form. Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

APPROVED AS TO FORM

By: MICHAEL J. VIGLIOTTA
CITY ATTORNEY

CERTIFICATE HOLDER CANCELLATION CITY OF HUNTINGTON BEACH

City of Huntington Beach 2000 Main St. 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