

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DMC ENGINEERING
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 DMC ENGINEERING, 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 Derek J. McGregor 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:

DMc Engineering
ATTN: Derek J. McGregor
18 Technology Drive, Suite 100
Irvine, CA 92618

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,
DMC ENGINEERING

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

By: Derek J. McGregor
print name

ITS: (circle one) Chairman President Vice President

AND

By: Derek J. McGregor
print name

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

Mayor

City Clerk

INITIATED AND APPROVED:

[Signature]
Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
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"

B. BACKGROUND AND PROJECT SUMMARY SECTION

DMc Engineering has been providing plan and map checking, entitlement review and consulting services for various cities and agencies for over (30) years! This experience has included review of demolition and grading plans; street improvement plans and technical reports, tentative and final maps; lot line adjustments and easement documents; entitlement review, water and sewer plans, Water Quality Management Plans (WQMP) and utility permit review. While providing these services, DMc meets with developers, engineers, contractors, consultants and the general public on behalf of cities and agencies. One of DMc's primary objectives is to work toward resolution of development issues relative to infrastructure improvements, reports, document processing, construction and related issues.

C. METHODOLOGY SECTION

Our approach to each Civil Engineering Plan Check project starts with the assignment of a Project Engineer. The Project Engineer will be a California-licensed engineering professional and be tasked with the completion of the required review. Personnel will be assigned based on their specific expertise in a particular function or design aspect of the project.

The DMc team will operate based on our philosophy, which emphasizes effective Client/Consultant communications as a key element to the success of any project. At DMc Engineering, this begins at the initial review, where the Project Engineer confirms the initial submittal is complete and contains the minimum information necessary to start a plan review. There is an on-going and regular communication process that continues throughout the review of the project. Both written and verbal communication are utilized at maximum effectiveness and regular progress update reports and project progress and design review meetings will be provided to the city as a part of our overall services. Occasionally, if a city standard cannot be met, we will provide a recommended solution to City staff, who will make a final decision.

Quality Control & Assurance

DMc Engineering maintains an active and on-going Quality Control/Quality Assurance (QC/QA) Program, that emphasizes technical accuracy and reduction of overall design and construction costs. Implementation of this program is achieved through personal involvement of the Project Manager and other key DMc staff. This process results in more complete and thorough reviews at each stage of the project, with a review focused on value engineering, technical accuracy, minimal construction cost and on-time performance.



Scheduling & Schedule Control

DMc Engineering believes that our strict adherence to the city's plan review time frame can be achieved through timely and continuous communication with the city. We have a proven performance record complying with the city's schedules. DMc also understands the importance of fast-tracking certain high-profile projects. Our turnaround time for first, second, third, and subsequent plan checks will be consistent with the City's established deadlines.

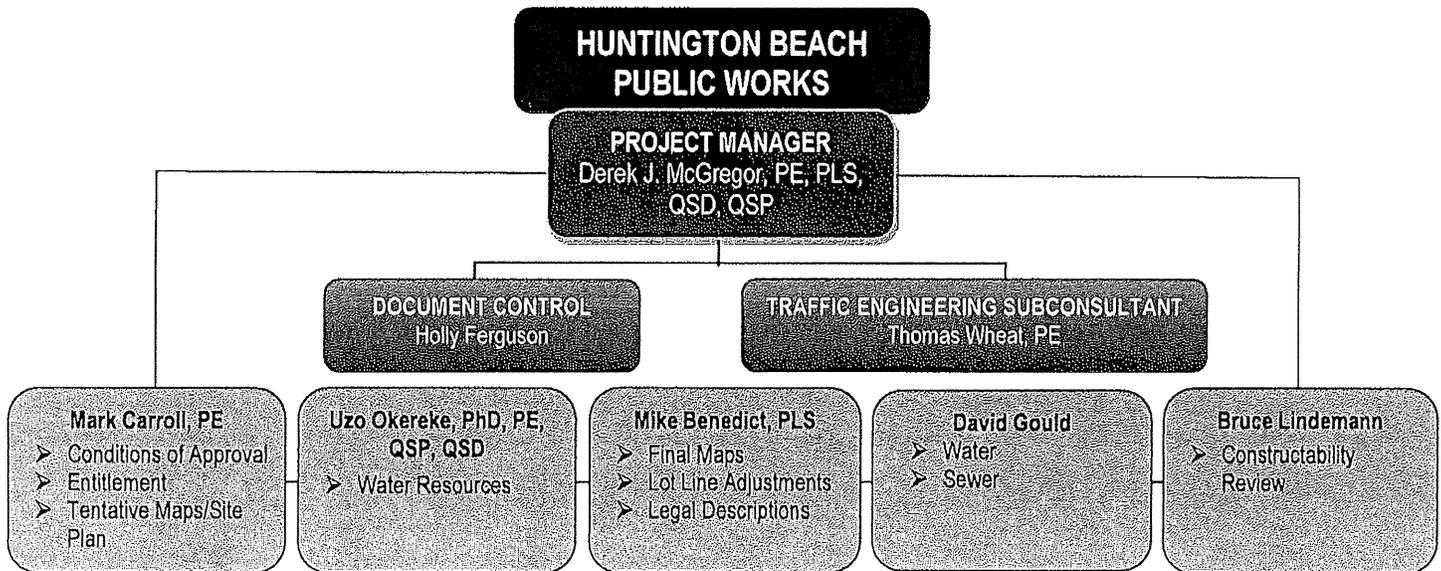
Unique Qualifications

For the City of Huntington Beach, DMc Engineering has developed efficient plan check reference documents, which have resulted in project cost savings. We created a plan review checklist that we use for Precise Grading Plan (PGP) reviews. We attach this checklist as a part of our written comments and update it with each review. We also created *Engineering Details* to assist applicants with their designs. When reviewing submittals, our goal is to provide the applicants with clear and concise comments which results in efficient processing and ultimate approval.

When applicants request, we promptly provide them assistance, often holding meetings to review plan check comments. We provide interim reviews and advise applicants whether or not they are ready for formal submittal. This effort has proven effective in streamlining the review process.

D. STAFFING

We have assembled a qualified team of professionals with the expertise necessary to meet the requirements of the anticipated scope of work outlined in the City's RFQ. The team will be led and managed by DMc Engineering Principal, Derek J. McGregor.



The following DMc Engineering personnel will be available to provide the plan checking services the City is requesting:

Personnel	Licenses/Certifications	Years of Experience	Availability
Derek J. McGregor	PE, PLS, QSD, QSP	45	As Needed
Mark Carroll	PE	49	As Needed
David Gould		45	As Needed
Holly Ferguson		26	As Needed
Uzo Okereke	PhD, PE, QSP, QSD	45	As Needed
Mike Benedict	PLS	46	As Needed
Bruce Lindemann		30	As Needed

Derek J. McGregor

Mr. McGregor has over 45 years of public works experience, 40 of which are in entitlement, map and plan checking. Mr. McGregor's experience includes many years of working with the following agencies: City of Huntington Beach (8 years); City of Irvine (38+ years); Santa Margarita Water District (29 years); Trabuco Canyon Water District (30+ years); Irvine Great Park (18 years); City of San Clemente (5 years); City of Laguna Beach (12 years); City of Laguna Niguel (5 years); and City of Newport Beach (20 years). He also has extensive experience in planning, design, development and construction management of public works projects. Mr. McGregor provides City Surveyor services to the City of Laguna Niguel as needed.



Mark Carroll

Mr. Carroll has over (40) years of experience in planning, design, permitting and construction of public works and private sector development projects. Similar to Mr. Derek J. McGregor, Mr. Carroll has multiple years of experience working with planning and engineering departments with a number of Orange County agencies. He is very experienced in all areas of map approvals, as well as managing plan reviews.

David Gould

Mr. Gould has over 35 years of experience in the design and construction of public works/civil engineering projects. Prior to joining DMc Engineering in 2023, Mr. Gould was the Director of Engineering and Operations for the Crescenta Valley Water District. In this position, he was responsible for the management of engineering and operations departments, including capital improvement projects, facilities maintenance, water supply, water quality, wastewater collection, and supervision of personnel.

Holly Ferguson

Ms. Ferguson is experienced in the role of overseeing the tracking of plan check submittals for the City of Huntington Beach. She has been working in this capacity for 8 years. Ms. Ferguson uses the City's GIS to facilitate the plan check process. Additionally, she facilitates responses to questions from applicants and coordinates document review status and requests to expedite reviews. Ms. Ferguson works in a similar role servicing other agencies such as the City of Irvine, Trabuco Canyon Water District, the City of Laguna Beach and the City of San Clemente.

Uzo Okereke

Mr. Okereke is a multi-disciplinary engineer with over 40 years of civil engineering experience. This experience enables him to maintain a comprehensive overview of projects relative to design, environmental and regulatory considerations. Mr. Okereke possesses expertise in Storm Water Design, including preparation and review of Hydrology and Hydraulic (H+H) Reports, Stormwater Pollution Prevention Plans (SWPPP), Water Quality Management Plans, Sewer and Water, Master Plans and supporting Environmental Documents and Technical Specifications.

Michael Benedict

Mr. Benedict has over 40 years of experience providing surveying, mapping and construction services. His skills include boundary and right of way analysis, review of final parcel/tract maps and legal descriptions for easements and lot line adjustments.

Bruce Lindemann

Mr. Lindemann has over 30 years of experience providing plan review of private development and agency capital improvement projects. His many years of experience inspecting and managing projects enables him to provide valuable insight in improved constructability and value engineering.



SUBCONSULTANT

Traffic: TJW Engineering – Thomas Wheat, PE

Thomas J. Wheat, PE is a highly respected traffic engineer with experience in *Traffic Analysis*. He is experienced in the design and plan review of street improvement plans with an emphasis on signing, striping, and traffic signalization. He has prepared numerous studies specific to traffic volumes, and studied relationships between signal phasing and operations, intersection design, as well as street light locating.

E. QUALIFICATIONS

DMc Engineering is an Irvine-based civil engineering, land surveying, planning, and construction management firm with extensive experience and a strong record of success in providing on-call consulting engineering services, (similar to those described in this RFQ) since the founding of the firm in 1987. Our staff consists of licensed professional engineers and surveyors, QSP's, QSD's, licensed contractors, technical personnel, and administrative support staff.

The expertise and project history of our personnel include similar tasks to those being requested in the City's RFQ. Our plan review services include the checking of all forms of development plans from rough to precise grading (including ADA accessibility), street improvements, storm drains, sewer and water, signage/striping and signalization and erosion control, along with the review of development reports consisting of hydrology and hydraulics, Water Quality Management Plans (WQMP) and soils reports. Additionally, our experience in surveying and map checking includes the review of tract and parcel maps, easements and lot line adjustments. DMc's experience covers all forms of entitlement reviews such as Tentative Maps, Site Plans, portions of Environmental Impact Reports (EIR), specific plans, including development and/or verification of project development conditions.

Our on-call service capabilities range from single-family residential projects to large multi-lot residential projects including apartments, townhomes, condominiums, duplexes and properties with Accessory Dwelling Units (ADU). We have experience with small and large commercial and industrial project reviews, as well as parks, open spaces, athletic fields and school projects. In summary, DMc:

- SPECIALIZES IN ON-CALL PUBLIC WORKS PROJECTS
- IS AVAILABLE AND READY TO WORK ON PROJECTS WITH SHORT NOTICE
- HAS EXTENSIVE EXPERIENCE WITH ON-CALL PLAN CHECK SERVICES WITH THE CITY OF HUNTINGTON BEACH AND OTHER PUBLIC AGENCIES THROUGHOUT ORANGE COUNTY

DMc Engineering personnel assigned to tasks outlined in this Statement of Qualifications will be similar to our staff currently working with the city. This includes Derek J. McGregor, Holly Ferguson, Mark Carroll, Mike Benedict, David Gould and Bruce Lindermann.



Our success in providing the services noted above is documented by years of experience providing similar services to the following local public agencies:

- CITY OF HUNTINGTON BEACH – WATER DEPT. - 8 YEARS
- CITY OF HUNTINGTON BEACH – DEVELOPMENT - 8 YEARS
- CITY OF LAGUNA BEACH – PLAN CHECK - 12 YEARS
- CITY OF LAGUNA BEACH – WQMP – 12 YEARS
- CITY OF IRVINE – 38 YEARS
- IRVINE GREAT PARK – 18 YEARS
- TRABUCO CANYON WATER DISTRICT – 30 YEARS
- IRVINE RANCH WATER DISTRICT – 20 YEARS
- SANTA MARGARITA WATER DISTRICT – 20 YEARS
- CITY OF SAN CLEMENTE – 5 YEARS
- CITY OF NEWPORT BEACH - 20 YEARS
- CITY OF LAGUNA NIGUEL- 5 YEARS

Specific project experience related to the requested services is as follows:

CLIENT:	CITY OF HUNTINGTON BEACH – PUBLIC WORKS, DEVELOPMENT
CLIENT REFERENCE:	BOB MILANI, PRINCIPAL CIVIL ENGINEER 714.374.1735 bmilani@surfcity-hb.org
DATES OF SERVICE:	MAY 2016 TO PRESENT
KEY STAFF	DEREK J. MCGREGOR – PROJECT MANAGER DAVID GINS – PROJECT ENGINEER HOLLY FERGUSON – DOCUMENT CONTROL/RESEARCH MIKE BENEDICT – SURVEY DOCUMENTS
WORK PERFORMED	<ul style="list-style-type: none"> ➤ WQMP, H+H AND SOILS REPORT REVIEWS ➤ GRADING PLAN CHECK / STREET IMPROVEMENT PLAN REVIEW ➤ STORM DRAIN IMPROVEMENT PLAN REVIEW ➤ DEMOLITION PLAN REVIEW ➤ WATER & SEWER IMPROVEMENT PLAN REVIEW ➤ LEGAL DESCRIPTION AND PLAT REVIEW / EASEMENTS ➤ LOT LINE ADJUSTMENT REVIEW ➤ TENTATIVE AND FINAL MAP REVIEW ➤ ENTITLEMENT REVIEW
CLIENT:	CITY OF HUNTINGTON BEACH – WATER DEPARTMENT
CLIENT REFERENCE:	LILI HERNANDEZ, SENIOR CIVIL ENGINEER 714.374.5386 lhernandez@surfcity-hb.org
DATES OF SERVICE:	MAY 2016 TO PRESENT
KEY STAFF	DEREK J. MCGREGOR – PROJECT MANAGER HOLLY FERGUSON – DOCUMENT CONTROL DAVID GINS – ENGINEERING DESIGN
WORK PERFORMED	<ul style="list-style-type: none"> ➤ ENTITLEMENT REVIEWS ➤ UTILITY PLAN REVIEW ➤ LEGAL DESCRIPTION AND PLAT REVIEW / EASEMENTS



CLIENT:	CITY OF LAGUNA BEACH – PUBLIC WORKS
CLIENT REFERENCE:	JOSH McDONALD, ASSOCIATE CIVIL ENGINEER 949.497.0728 jmcdonald@lagunabeachcity.net
DATES OF SERVICE:	JULY 2016 TO PRESENT
KEY STAFF	DEREK J. MCGREGOR – PROJECT MANAGER DAVID GINS – PROJECT ENGINEER HOLLY FERGUSON – DOCUMENT CONTROL
WORK PERFORMED	➤ ENTITLEMENT REVIEW ➤ GRADING PLAN CHECK ➤ STREET IMPROVEMENT PLAN REVIEW ➤ H + H REPORT REVIEW

CLIENT:	CITY OF IRVINE / IRVINE GREAT PARK
CLIENT REFERENCE:	GREGG GIPE, PROJECT ADMINISTRATOR 949.724.7372 ggipe@cityofirvine.org
DATES OF SERVICE:	DECEMBER 1999 TO PRESENT
KEY STAFF	DEREK J. MCGREGOR – PROJECT MANAGER DAVID GINS – PROJECT MANAGER
WORK PERFORMED	➤ ENTITLEMENT REVIEW ➤ WQMP REVIEW ➤ GRADING PLAN CHECK ➤ HYDROLOGY/HYDRAULICS STUDY/DRAINAGE PLAN CHECK ➤ SWPPP REVIEW ➤ STREET IMPROVEMENT PLAN REVIEW ➤ STORM DRAIN PLAN REVIEW

EXHIBIT "B"



DMc ENGINEERING

CIVIL • SURVEYING • PLANNING • CONSTRUCTION

Hourly Rate Schedule

(As of January 1, 2025)

OFFICE PERSONNEL	Cost/Hour
Principal (PR).....	\$ 260.00
Project Manager (PM)	\$ 220.00
Construction Manager (CM)	\$ 220.00
Project Engineer (PE)	\$ 200.00
Project Surveyor (PS)	\$ 200.00
Senior Engineer (SE)	\$ 180.00
Associate Engineer (AE)	\$ 160.00
Administration (ADMIN)	\$ 100.00

FIELD SURVEY	Cost/Hour
Field Survey (FS)	\$ 230.00
GPS Survey (GPS)	\$ 250.00

REIMBURSABLE FEE SCHEDULE

Plan Plotting/Copies (B&W)	\$1.00 / sq ft.
Plan Plotting/Copies (Color)	\$5.00 / sq ft.
Copies (8.5 x 11 – B&W)	\$0.10/copy
Copies (8.5 x 11 – Color)	\$0.10/copy
Deliveries	TBD

TJW ENGINEERING, INC.
STANDARD COMPENSATION SCHEDULE
(Effective January 2025)

Classification	Hourly Rate
Principal	\$260.00
Principal Traffic Engineer/Planner	\$235.00
Senior Engineer/Planner	\$175.00 - \$200.00
Project Engineer/Planner	\$125.00 - \$175.00
Asst. Project Engineer/Planner	\$100.00 - \$150.00
Technician	\$100.00 - \$125.00
Administration	\$85.00 - \$125.00
Aide	\$65.00 - \$85.00

GENERAL PROVISIONS OF AGREEMENT

1. The above schedule is for straight time. Overtime will be charged at 1.5 times the standard hourly rate. Hourly rates apply to work time as well as travel time and waiting time, which occur at meetings and public hearings.
2. Unless otherwise stated in the contract, project-related travel, reproduction, and supply costs are billed at cost. Mileage will be billed at prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.
3. Unless otherwise stated in the contract, invoice will be submitted monthly for work in progress and/or upon completion of TJW Engineering's (TJW) scope of work. Progress invoices are payable within 30 days of the invoice date or upon completion of the scope of work. Any unpaid invoice after 30 days shall incur a late fee service charge of the maximum interest rate allowed by law or two (2) percent per month whichever is less.
4. Client hereby agrees that the balance in a billing statement is correct and binding unless the client notifies the consultant in writing within fifteen (15) days of the date of billing and informs consultant of the alleged incorrect item.
5. All documents produced as a result of this agreement may be used by TJW Engineering (TJW) without consent from the client.
6. TJW makes no warranty as to its findings except that the work is performed using generally accepted methods.
7. Unless otherwise stated in the contract, the client agrees to limit TJW's liability to the client, due to professional negligent acts, errors, or omissions by the consultant, to the consultant's fee.
8. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and Judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2024

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 IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656 www.ioausa.com CA License #0E67768	CONTACT NAME: Belty Tran	
	PHONE (A/C, No, Ext): 949-297-5962	FAX (A/C, No): 949-297-5960
E-MAIL ADDRESS: belty.tran@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: RLI Insurance Company		13056
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 80771514 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims-Made			RDP0055147	7/1/2024	7/1/2025	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate \$15,000 Each Claim Deductible

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

Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation/90 Days for Non-Payment in accordance with policy provisions.

APPROVED AS TO FORM

By:
MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER **CANCELLATION**

On-Call Development Review Engineering & Professional Consulting Services City of Huntington Beach 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 (AVC) Alicia K. Igram
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