

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HR GREEN PACIFIC, INC.
FOR
ON-CALL DEVELOPMENT REVIEW ENGINEERING AND
PROFESSIONAL CONSULTING SERVICES

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

WHEREAS, CITY desires to engage the services of a consultant to provide 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 George A. Wentz, 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 one year 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 Five Hundred Thousand Dollars (\$500,000).

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: Debbie Debow
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

HR Green Pacific, Inc.
ATTN: George A. Wentz, P.E.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

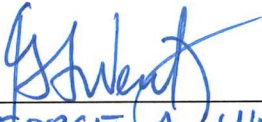
29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.
This Agreement shall expire when terminated as provided herein.

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


CONSULTANT,

HR GREEN PACIFIC, INC.

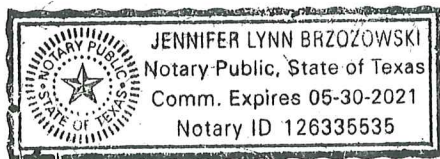
By: 
GEORGE A. WENTZ
print name

ITS: (circle one) Chairman/President Vice President

AND

By: 
JASON J. POPPO
print name

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



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

Mayor

City Clerk

INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:


City Attorney

EXHIBIT A

Understanding and Methodology

HELPING TO MAINTAIN DEVELOPMENT OF A SAFE AND VIBRANT COMMUNITY

The City of Huntington Beach is distinguished for its subtle sophistication. With its 8.5 miles of beach and excellent surfing, it has earned the nickname "Surf City". Couple this with more than 750 acres of parks and your diversified economy, your City is a destination. With over 16 million beach visitors a year and the fourth largest population in Orange County, you require the teaming efforts of a consultant that will protect your quality of life while enhancing your service delivery.

Our Principal-In-Charge, **George A. Wentz, PE**, has more than 45+ years of Municipal Services Management. He has served in various staff augmentation positions for many Orange County cities including Irvine, Rancho Santa Margarita, Mission Viejo, Newport Beach, **Huntington Beach**, San Juan Capistrano, Seal Beach, San Clemente, Laguna Niguel, Laguna Hills, and the County of Orange. He is familiar with the unique and sensitive nature of developing in coastal communities. **Tina York, PE**, our development services project manager, has been dedicated to providing the services similar to those requested in your RFP for over 30 years. She and her staff only provide plan review services to all manner of civil and survey plans including public and private improvements, CIP projects, and utility and encroachment permit projects.

HR Green's primary focus is to meet the City of Huntington Beach's goals to be a vibrant city with an exceptional lifestyle for residents and visitors by providing superior public safety, exceptional service delivery, and outstanding amenities. Our services make sure your goals will be met through our dynamic and progressive practices. We have built proven processes that have been effectively utilized for 50+ federal, state, regional, and municipal clients in California.

A ROBUST ELECTRONIC PLAN CHECK PLATFORM OFFERED FREE TO HUNTINGTON BEACH

HR Green utilizes proven electronic plan review processes that save time and costs of printing, delivering, handling, and storing copies of plans for review. We have served as technical advisors to software providers to incorporate new tools and refine the latest release of their integrated electronic plan check solutions. We constantly work with agencies and applicants to move exclusively to a paperless environment. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Currently, we are working with **Agiline Software**, a leading software development firm, and their CityView360° module to seamlessly upload, track, and review plans. This software can interface with Accela and provide a seamless conveyance of information between the City and **HR Green** at **NO COST to the City of Huntington Beach**. **HR Green** takes our core values, **Operational Excellence**, to heart, not just for our own operation but for our clients as well.



Entitlement Review

Processing New Development/Enhancing Community Engagement

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

Land Development Plan Check

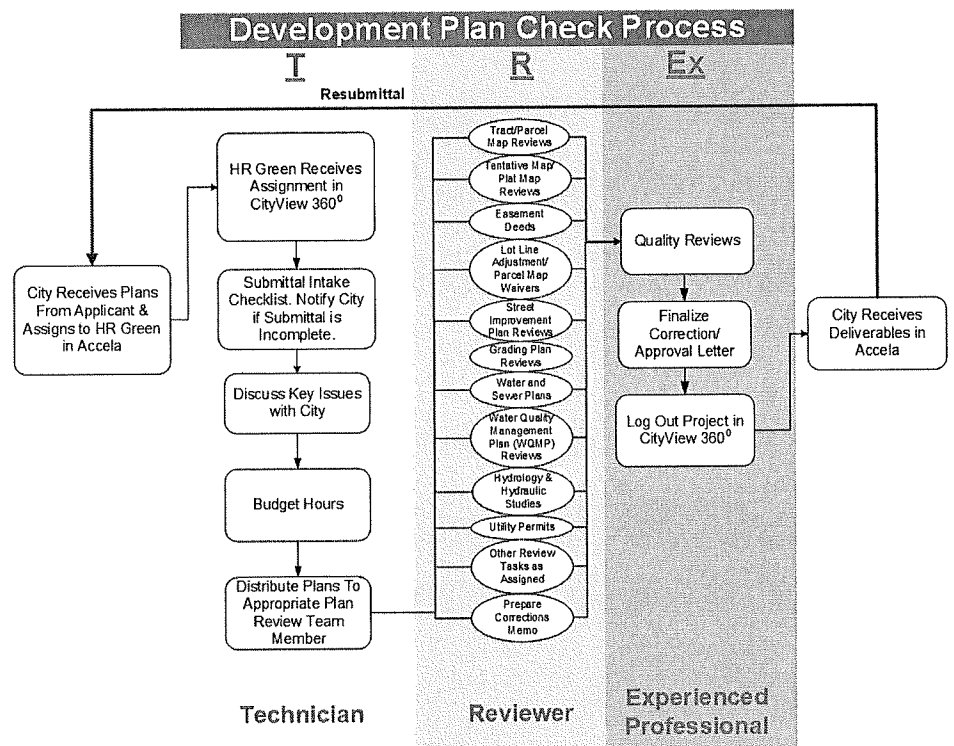
"Leveling Up" the Review Process

HR Green has a proven internal plan review coordination process, **GreenTReX**, to make certain that each plan received is properly processed and returned on time.

Our **GreenTReX** review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby

Technician data input and

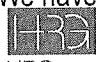
processing, **Review**, and **Expert** staff manage quality control functions that are consistently implemented on each and every project. This allows multiple **HR Green** staff to assist at any phase of the processing, review, and approval.



While most processes represent the old guard and more of the same, **HR Green** is evolutionary, bringing fresh and new ideas, using the latest technology, advanced permitting, and project software. Our plan check team has been **providing electronic plan reviews for 2 decades**. While we still do the hard copy reviews when requested, well over 90% of our reviews are completed electronically. Our land development review services include:

- **Civil Engineering Design Plans** – Most of our plan review team has over 30 years of experience providing plan review for grading (mass, rough, and precise), erosion control, WQMP, hydrology and hydraulic studies, soils reports, streets, street lights, signing and striping, traffic signals, water and sewer plans, storm drains, all supporting calculations, and utility permits including small cell and fiber optics. Each plan is compared to the appropriate Specific Plan, the final map, and other improvement plans for the project to verify conformance and no conflicts. Water, sewer, and storm drain plans are compared to the master plans. The plans also go through a thorough investigation for compliance to conditions of approval, Federal, State, County, and City standards and regulations, Municipal Codes, Ordinances, Resolutions, policies, procedures, checklists, and City approved format/preferences, Caltrans Standard Plans and Specifications, Traffic Manual, and Highway Design Manual, and the County of Orange Local Drainage Manual and Hydrology Manual. Water Quality Management Plans are reviewed for compliance with the Model Water Quality Management Plan and Technical Guidance Document and all requirements set forth by the Santa Ana Region of the State Water Resources Control Board
- **Subdivision Map Checking** – Our survey review team is conversant in the requirements of the California Subdivision Map Act. The review of each tentative map, parcel or final tract map, legal description, lot line adjustment and easement deeds includes the coordination of the documents submitted for review (map, closure calculations, etc.) for compliance with the City's Municipal Code, Resolutions, Specific Plans, Conditions of Approval, Tentative Map, checklists, and City approved format/preferences as well as County of Orange Subdivision Manual and Subdivision Code.

At the conclusion of each development review, the reviewer digitally stamps (signs hard copies) each sheet of the redlined document or the cover page on reports with the date, reviewer's initials, and submittal number. The redlines, a comprehensive comment letter, and checklist are provided to all stakeholders. All documents are turned around on-time or ahead of schedule. **HR Green** earnestly seeks to meet or beat your expectations. We are able to meet the most hard-hitting schedules with a near perfect track record. Orange County (our client for over 7 years) has an aggressive schedule of 5/3/1 business day turn-around. We have met or beaten this schedule better than 98% of the time.



Utility Permit Reviews

Proven Experience = 100% Safety Track Record

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

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

Collaboration

Augmenting Plan Review Services Through Communication

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



For nearly two decades, the **HR Green** team of reviewers has implemented proven electronic solutions that save time and costs of printing, delivering, handling, and storing copies of plans, documents, and survey records. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless solutions. Tina and other **HR Green** professionals have served as technical advisors to paperless data management/reporting software solution providers to incorporate new tools and refine electronic solutions. We leverage and are proficient with various software solutions (e.g., **Bluebeam Revu**, Adobe, **Accela**, **TRAKiT**, **EnerGov**, **Agiline**, **ePlanSoft**, etc.) to not only create a paperless environment, but also provide healthy reporting for smart decision-making. We are constantly implementing the latest tools available in software. Currently, we are working with **Agiline Software**, a leading software development, solutions, and consulting firm. Their **CityView360°** module allows for the **seamless interface with Accela to upload, track, and review of plans**. This portal is available on day one at **NO COST to the City of Huntington Beach**. **CityView360°** makes it easy to connect and visualize your information. You will have **24/7 real-time access to accurate and reliable data** and information in order to see trends, make informed and timely decisions, and undertake long-term strategic planning.

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

Projects Dashboard <00>									
Project	Start Date	Activity Status	Quoted Amount	Involved Amount	Project	Task Title	Submittal Type	Review Type	Work Type
GRD20-0134	09/28/20	OUT FOR CORRE...	\$30,000.00	\$0.00	GRD20-0133	HRS	Grading	1st Review	HYDROLOGY/HY...
GRD20-0137	09/28/20	OUT FOR CORRE...	\$30,000.00	\$0.00	GRD20-0133	CASp	Grading	1st Review	GRADING - PRE...
PLB20-1172	09/09/20	OUT FOR CORRE...	\$0.00	\$0.00	GRD20-0133	CASp	Grading	1st Review	GRADING - PRE...
BHR20-0292	08/13/20	COMPLETE	\$5,000.00	\$0.00	GRD20-0133	FWQHP	Grading	1st Review	GRADING - PRE...
LID19-0096	09/12/20	OUT FOR CORRE...	\$0.00	\$0.00	GRD20-0133	Noise Analysis	Grading	1st Review	GRADING - PRE...
VTM19028	08/06/20	COMPLETE	\$10,000.00	\$0.00	GRD20-0133	HMS	Grading	2nd Review	HYDROLOGY/HY...
GRD19-0167	07/23/20	CLOSED	\$0.00	\$0.00	GRD20-0133	CASp	Grading	2nd Review	GRADING - PRE...
GRD20-0133 1st Submittal Comments									
<div> <div> <div>Sender</div> <div>Tina York</div> </div> <div> <div>Recipient</div> <div>Link</div> </div> <div> <div>Email</div> <div>FileContent</div> </div> </div> <div> <div>Date</div> <div>9/29/2020 4:46:00 PM</div> </div> <div> <div>Message</div> <div>GRD20-0133 Sub 1 Plans RED.pdf</div> </div> <div> <div>Hi</div> <div>Attached are the redlines and comment matrix.</div> </div>									
<div> <div>Filename</div> <div>GRD20-0133 Sub 1 Plans RED.pdf</div> </div> <div> <div>Create Date</div> <div>09/29/2020 4:46 PM</div> </div>									
GRD20-0133 1st Submittal Comments									
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<div> <div>Filename</div> <div>DRAFT GRD20-0133 Sub 1 Comments.docx</div> </div> <div> <div>Create Date</div> <div>09/29/2020 4:46 PM</div> </div>									

By utilizing CityView360°, the City will have real time access to plan review status and comments as well as reviewer assignments and budgets. These reports will provide your leadership with confidence that KPIs and dashboard data are being tracked.

Demonstrated Record

Completing Projects On-Time/ Within Budget

HR Green and our Project Manager, **Tina York, PE**, have been nationally recognized for delivering efficient and cost-effective plan review and staff augmentation services for some of the nation's largest developments. We have reviewed plans for the nation's 10 largest developers, leveraging electronic plan check/paperless platforms for 20+ years, and are recognized by both municipalities and developers for creating a constructive, win-win review and approval process on time and within budget.

This has been manifested through the positive comments from our clients, developers and their engineers. Our staff have provided all services requested in the RFP for some of Southern California's and the nation's largest land development projects.

We have consistently maintained a **95+% turnaround around review schedule success rate**. For example, for the **23,000-acre County of Orange Ranch Plan**, we maintain a **5/3/1 turnaround review schedule** exclusively using a paperless solution and have a **98% turnaround around review schedule success rate**. Some other larger projects HR Green and/or our staff have reviewed and processed include the **SilverRock Resort (La Quinta)**, **8,200-acre Ontario Ranch (Ontario)**, **Alberhill Villages (Lake Elsinore)**, a large volume of residential, commercial, and industrial development over the past 9 years (*Jurupa Valley*), and the **4,000+ acre Talega** mixed-use development (*San Clemente*).

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

- **Carmen Barsu, PE, QSD**

Associate Civil Engineer, City of Pomona

EXHIBIT B

Cost Proposal / Rate Sheet

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Principal-in-Charge/Program Manager	\$220-300
Project Manager	\$185-220
QA/QC Manager	\$180-200
Traffic Engineer	\$180-220
Senior Civil Plan Checker	\$170-200
Civil Plan Checker	\$145-185
Map Checker	\$150-200
Public Works Technician	\$100-130
Transportation Planner	\$130-180
CASp Reviewer/Inspector	\$135-175

Notes:

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

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

Prevailing Wage: Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II "Construction Inspector and Field Soils and Materials Tester" will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.



The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (**) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

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

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.)

Our hourly fees/rates shall remain effective through December 31, 2021 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.



SEALED FEE PROPOSAL SAMPLE

Plan Check/ Technical Report Review Item	Senior Project Manager	Senior Plan Check Engineer	Survey Manager	Senior Land Surveyor	Engineering Assistant / Business Admin	Other	Total Hours	Average Fee
Subdivision Map/Final Tract Map	1		2	14			17	\$3,500
Rough Grading	2	20			1		23	\$3,500
Precise Grading	2	24			1		33	\$4,000
Hydrology & Hydraulic Study	1	12			1		14	\$2,500
Erosion Control Plan	1	2			1		4	\$500
Water Quality Management Plan	1	12			1		14	\$2,500
Soils Report	1					3	4	\$500

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2021

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

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

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Misty Sunnes PHONE (A/C, No, Ext): 319-896-7670 E-MAIL: msunnes@holmesmurphy.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Travelers Property Casualty Company of INSURER C: XL SPECIALTY INS CO INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 16535 25674 37885
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COVERAGES

CERTIFICATE NUMBER: 61684437

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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096711	01/01/21	01/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	01/01/21	01/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14N8656621	01/01/21	01/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	N/A	WC373096611	01/01/21	01/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9970726	01/01/21	01/01/22	Per Claim 5,000,000 Aggregate 10,000,000

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

Project No. 210030 - Huntington Beach, CA - On Call Development Review Engineering & Professional Consulting Services. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as Additional Insureds on the General Liability and Auto Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach Public Works Dept. 2000 Main Street Huntington Beach, CA 92648 USA	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 Paula A. Dixon
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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HR GREEN, INC.

Address (including ZIP Code):

8710 Earhart Lane SW
Cedar Rapids, IA 52404

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HR GREEN, INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO
BE NAMED AS ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF HUNTINGTON BEACH**On Call Development Review Engineering & Professional Consulting Svcs:**

FIRM	PROPOSAL Scores (Total)	Proposal Scores (Avg)
DMc	209	69.7
Ardurra	186	62.0
Cannon	185	61.7
HR Green	182	60.7
NV5	182	60.7
Interwest	172	57.3
CSG Consultants	129	43.0
Bureau Veritas	128	42.7
Transtech	114	38.0
Engineering Resources	111	37.0
M6 Consulting	104	34.7
Precision Civil Engineering	68	22.7
Hartzog & Crabill	65	21.7
PBLA Engineering	55	18.3
Coast Surveying	Survey Only	
Stantec		