

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:                      2/4/2008	Department ID Number:              ED 08-05

**CITY OF HUNTINGTON BEACH  
REQUEST FOR REDEVELOPMENT AGENCY ACTION**

**SUBMITTED TO:** HONORABLE CHAIRMAN AND AGENCY MEMBERS

**SUBMITTED BY:** PAUL EMERY, INTERIM EXECUTIVE DIRECTOR 

**PREPARED BY:** STANLEY SMALEWITZ, DEPUTY EXECUTIVE DIRECTOR 

**SUBJECT:** APPROVE PROFESSIONAL SERVICES CONTRACTS WITH IDS GROUP, INC. AND TRANSTECH ENGINEERS, INC. FOR "AS-NEEDED" ENGINEERING CONSULTING SERVICES

**Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)**

**Statement of Issue:** Transmitted for Redevelopment Agency consideration are professional services contracts with IDS Group, Inc. and Transtech Engineers, Inc. to provide "As-Needed" Engineering Consulting Services.

**Funding Source:** \$75,000 is budgeted in account 30580101.69325 for fiscal year 2007-08. An additional \$75,000 is being requested to fund both contracts (Attachment #3).

**Recommended Action: Motion to:**

1. Approve the Professional Services Contract between the City of Huntington Beach Redevelopment Agency and IDS Group, Inc. in the amount of \$225,000 for "As-Needed" Engineering Services over a three-year period, and authorize the Chairman and Agency Clerk to execute the agreement.
2. Approve the Professional Services Contract between the City of Huntington Beach Redevelopment Agency and Transtech Engineers, Inc. in the amount of \$225,000 for "As-Needed" Engineering Services over a three-year period, and authorize the Chairman and Agency Clerk to execute the agreement.
3. Appropriate \$75,000 from the Redevelopment Agency's Merged Project Area's Capital Projects Fund balance into account 30580101.69325 to cover the additional costs during fiscal year 2007-2008.

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### Alternative Action(s):

The Redevelopment Agency may make the following alternative motion(s):

1. Deny or reduce the Professional Services Contract between the Agency and IDS Group, Inc.
2. Deny or reduce the Professional Services Contract between the Agency and Transtech Engineers, Inc.
3. Continue the item and direct staff accordingly.

### Analysis:

The Agency, from time to time, has the need to retain the services of a consulting engineering firm to assist with various projects. While there are no specific projects defined at the issuance of the Request for Proposals (RFP), examples of potential projects include but are not limited to: a feasibility study for a multi-level parking structure; technical assistance; inspection and construction management services for affordable housing properties; and historical restoration projects. The RFP sought engineering consultants with experience in one or more of the following: structural design as it relates to feasibility analysis; site analysis; preliminary engineering; cost estimates; construction management; and inspection services. The main aspects of the scope of work include:

**Structural Design:** Structural Design as it relates to feasibility analysis and cost estimates. The purpose would be to provide preliminary engineering information related to cost and feasibility of a project prior to preparation of the actual construction drawings.

**Site Analysis and Consultation:** Perform site analysis including parking, traffic, zoning, geotechnical, on/off-site utility and related utilization studies, and participate in and coordinate with City/Agency staff, legal counsel and others, as needed.

**Construction Management:** Provide technical and construction management services for minor repair or construction projects; perform general and technical inspections of affordable housing property and prepare conditions assessment reports on properties inspected, including assisting the Agency in obtaining approvals from applicable agencies including the City of Huntington Beach Building and Safety for environmental, and/or other permits, as required; preparing engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

Staff is requesting the services of two engineering consulting firms to provide the necessary level of service and knowledge. The consultants will provide assistance in their respective

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fields of expertise and will augment city staff on certain projects requiring a high level of understanding of each of the areas noted above.

Economic Development Staff solicited proposals from qualified engineering firms to provide "as-needed" engineering services as recommended by the Public Works Department. The following firms responded to the Request for Proposals:

- |                                   |   |
|-----------------------------------|---|
| 1. CBM Consulting, INC.           | 10. PB Americas, Inc.                     |
| 2. Civic Source                   | 11. Panco Engineering, Inc.               |
| 3. Hall & Foreman, Inc.           | 12. Professional Service Industries, Inc. |
| 4. Harris & Associates, Inc       | 13. PSOMAS                                |
| 5. IBI Group                      | 14. Transtech Engineers, Inc.             |
| 6. IDS Group, Inc.                | 15. Tetra Tech, Inc.                      |
| 7. Jones, Cahl, & Associate, Inc. | 16. TranSystem Corporation                |
| 8. KJM & Associates               | 17. Walden & Associates                   |
| 9. Katz, Okitsu & Associates      |   |

Each proposal was carefully reviewed and scored based on the criteria outlined in the RFP. Criteria used in the evaluation of submittals included: proven track record of successfully implementing and monitoring projects; ability to manage multiple projects with varying complexity; ability to commit key personnel and provide in-house services; ability to meet strict deadlines; and competitive fee schedule. After evaluating the responses and checking references, staff concluded that IDS Group, Inc. and Transtech Engineers, Inc. best demonstrated the ability to provide top quality in-house services at competitive prices. The consultants were selected by a panel comprised of Public Works and Economic Development staff.

Based on their expertise in this field, knowledge of Huntington Beach, and understanding of the City's request and competitive rates, staff recommends approval of the professional services contracts with IDS Group, Inc. (Attachment #1) and Transtech Engineers, Inc. (Attachment #2).

### **Strategic Plan Goal:**

*C - 2 Provide quality public services with the highest professional standards to meet community expectations and needs, assuring that the City is sufficiently staffed and equipped overall.*

The chosen consultants are well respected and highly knowledgeable in their respective field. These firms will support and augment city staff "as-needed" performing necessary tasks to assure that all necessary analysis and procedural requirements are in compliance with all applicable State and local requirements.

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## Environmental Status:

Projects over which public agencies exercise ministerial authority, such as this agreement contracting for consulting services, are categorically exempt from the California Environmental Quality Act pursuant to Section 15300.1.

## Attachment(s):

City Clerk's Page Number	No.	Description
5	1.	Professional Services Agreement between the Agency and IDS Group, Inc.
31	2.	Professional Services Agreement between the Agency and Transtech Engineers, Inc.
57	3.	Fiscal Impact Statement

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# **ATTACHMENT #1**

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PROFESSIONAL SERVICES CONTRACT BETWEEN THE REDEVELOPMENT  
AGENCY OF THE CITY OF HUNTINGTON BEACH AND  
IDS GROUP, INC. FOR  
AS NEEDED ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the Redevelopment Agency of the City of Huntington Beach, a public body of the State of California, hereinafter referred to as "AGENCY," and IDS GROUP, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, AGENCY desires to engage the services of a consultant to provide engineering services on an "as needed" basis; and

Pursuant to documentation on file in the office of the Agency 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 AGENCY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide, on an "as-needed" basis, engineering services such as the itemized tasks set forth in **Exhibit "A,"** which is attached hereto and incorporated by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT." All engineering services shall, prior to the commencement of any work, be set forth in a written Scope of Work to be provided by AGENCY in advance of each PROJECT.

CONSULTANT hereby designates Michael Wolfe, who shall represent it and be its sole contact and agent in all consultations with AGENCY during the performance of this Agreement.

2. AGENCY STAFF ASSISTANCE

AGENCY 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 the Scope of Services shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in the Scope of Services are generally to be shown in the Scope of Services. This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by AGENCY and CONSULTANT.

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

4. COMPENSATION

In consideration of the performance of the services described herein, AGENCY 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 Seventy-Five Thousand Dollars (\$75,000.00) per year, for a total contract amount not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00).

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5. EXTRA WORK

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

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to **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 AGENCY, and CONSULTANT shall turn these materials over to AGENCY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by AGENCY as it sees fit.

8. HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless AGENCY, 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, reasonable 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) negligence, recklessness or willful misconduct related to 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. AGENCY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by AGENCY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense. 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 furnish 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) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of AGENCY. 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 AGENCY 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.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to AGENCY 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. 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 AGENCY.

The requirement for carrying the foregoing insurance coverage shall not derogate from the provisions for indemnification of AGENCY by CONSULTANT under the Agreement. AGENCY 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 AGENCY. 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. AGENCY 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 AGENCY 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 AGENCY, 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 AGENCY. 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

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

15. AGENCY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no AGENCY official nor any regular AGENCY employee in the work performed pursuant to this Agreement. No officer or employee of AGENCY 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 AGENCY 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; provided that AGENCY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO AGENCY:

Redevelopment Agency of the City of  
Huntington Beach  
ATTN: Executive Deputy Director  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

IDS Group, Inc.  
1 Peters Canyon Road, Suite 140  
Irvine, CA 92606  
Attn: Michael Wolfe, Project Manager

17. CONSENT

When AGENCY'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 AGENCY agree that AGENCY 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 / Agency General Counsel is the exclusive legal counsel for AGENCY; and AGENCY 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 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 AGENCY fully for any injuries or damages to AGENCY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

27. 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 supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

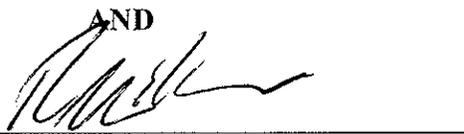
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 20\_\_\_\_.

IDS GROUP, INC., a California corporation

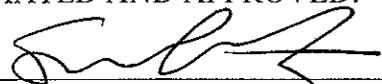
REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH, a public body of the State of California

By:   
Said Hilmy, President

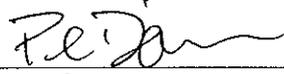
\_\_\_\_\_  
Chairperson

AND  
By:   
Rami Elhassani, Secretary

\_\_\_\_\_  
Agency Clerk

INITIATED AND APPROVED:  
  
Deputy Executive Director

REVIEWED AND APPROVED AS TO CONTENT:  
  
Executive Director

APPROVED AS TO FORM:  
 1/15/08  
Agency General Counsel  
1/8/08

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# EXHIBIT "A"

## A. STATEMENT OF WORK:

IDS Group, Inc. will provide on-call engineering services to the Redevelopment Agency and Economic Development Department. This contract will enable the Agency to have on-call engineering consulting services at its disposal to provide technical assistance and recommendations for projects to be determined during the term of the contract.

## B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

In general, the consultant shall perform engineering services on an "on-call" basis for various projects assigned by the Agency. The scope of work for any one project may include but not be limited to the following:

### 1. Preliminary Engineering

Prepare alternative preliminary layouts, surveying, and estimates of probable cost for alternatives, including engineering details and calculations. Present alternatives and provide recommendations and analyses of the advantages for each alternative.

**Structural Design:** Structural Design as it relates to feasibility analysis and cost estimates. The purpose of this task is to provide preliminary engineering information related to cost and feasibility of a project prior to preparation of the actual construction drawings. Based on the requirements of specific projects this task may include any or all of the following:

- Retrieve recorded information and drawings from the appropriate department or agency.
- Conduct site visits to collect data and verify information.
- Identify project alternatives (if applicable).
- Perform planning level analysis, including a project cost estimate for feasibility alternative. The project cost estimate will include total cost to complete the project (design and construction).
- Prepare Technical Memorandum summarizing the findings of the planning level analysis for each project. For each project recommend a specific alternative for implementation, along with justification.
- Meet with City staff as needed.
- Prepare an Executive Summary Report which provides an overview of the conclusions and recommendation for all of the projects that were reviewed.

**Site Analysis and Consultation:** Perform site analysis including parking, traffic, zoning, geotechnical, on/off-site utility and related utilization studies and participate in and coordinate with City/Agency staff, legal counsel and others, as needed.

# EXHIBIT "A"

## 2. Construction Management:

Provide technical and construction management services for minor repair or construction projects, as requested by the City and/or Agency. May include any of the following:

**Permits:** Assist the Agency in obtaining approvals from applicable agencies including the City of Huntington Beach Building and Safety for environmental, and/or other permits, as required.

**Construction Documents:** Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

**Bidding Stage:** Assist the Agency in answering bidders' questions, attend pre-bid conferences and job walks, perform technical design review of plans and specifications, prepare addenda, analyze bids, and recommend award.

**Construction Stage:** Attend pre-construction conference. Monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist the engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders. Prepare "as-built" drawings. Additionally, the firm may also be required to perform construction staking.

**Inspection Services:** Perform general and technical inspections of affordable housing property, as assigned. Meet with lessees, managers and owners of properties as part of the inspection services. Arrange for inspections of properties by other specialized technical services providers, as needed. Prepare Conditions Assessment Reports on properties inspected for City and/or Agency.

Provide update of assigned projects to City and/or Agency as necessary. Meet with City and/or Agency when necessary.

## C. CITY'S DUTIES AND RESPONSIBILITIES:

No specific duties and responsibilities have been identified.

## D. WORK PROGRAM/PROJECT SCHEDULE:

IDS Group, Inc. will provide the above services on an "as-needed" basis for projects to be determined during the term of the contract.

**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:

<b>IDS Group, Inc.</b>	
<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$155
Project Manager	\$140
Construction Manager (I)	\$135
Construction Manager (II)	\$115
Architect	\$120
Structural Engineer	\$120
Civil Engineer	\$115
M/E/P Engineer	\$115
Cost Estimator	\$135
Clerical/ Word Processor	\$60

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight-time hourly rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates. All overtime work shall be authorized in writing by the City of Huntington Beach.

There will be a 10% mark-up on all sub-consultants.

Reimbursable expenses (e.g. reprographics, mailing, shipping, consumables, etc.) will be invoiced at cost. Mileage reimbursable rate will be as prescribed by the current Federal Guidelines.

The above rates are valid for 180 days from the date of this proposal and are subject to an annual increase based upon standard CPI.

B. Travel

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

2. As CITY sometimes uses consultants that are outside of the nearest metropolitan area, CITY is very conscious of travel costs. Subject to agreement otherwise, CONSULTANT will be held to charging no fees on travel time to or from Huntington Beach.
3. Automobile expenses are limited to the IRS standard business mileage rate. All other travel expenses must be approved in advance by CITY in writing. Requests for approval shall be submitted at least fourteen (14) days in advance, to allow for reduced transportation fares. Meals are not billable to CITY, without prior written consent of CITY.

#### C. Billing

1. All billing shall be done monthly in one-tenth-hour (0.10) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

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 case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.
4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

event; CONSULTANT should respond without charging CITY for the time required.

7. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
8. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall 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.
9. 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.

10. 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

**EXHIBIT "B"**

**Payment Schedule (Hourly Payment)**

of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

**E4 . 22**



# CITY OF HUNTINGTON BEACH

## Professional Service Contracts Purchasing Certification

1. Date: 11/28/2007
2. Department: Economic Development
3. Requested by: Doris Powell
4. Name of consultant: IDS Group, Inc.
5. Attach the written statement of the specification, conditions, and other requirements for the requested services provided to solicited consultants.
  
6. Amount of the contract: \$225,000
7. Are sufficient funds available to fund this contract?<sup>1</sup>     Yes    No
8. Is this contract generally described on the list of professional service contracts approved by the City Council?<sup>1</sup>     Yes    No
9. Business Unit and Object Code where funds are budgeted:            3058010169365        3068030169365
10. Is this contract less than \$50,000?             Yes    No
11. Does this contract fall within \$50,000 and \$100,000?             Yes    No
12. Is this contract over \$100,000?     Yes    No  
(Note: Contracts requiring City Council Approval need to be signed by the Mayor and City Clerk. Make sure the appropriate signature page is attached to contract.)
13. Were formal written proposals requested from at least three available qualified consultants?  
 Yes    No
14. Attach list of consultants from whom proposals were requested (including a contact telephone number).
  
15. Attach proposed scope of work.
  
16. Attach proposed payment schedule.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
RICHARD AMADRIL  
Central Services Manager

1. If the answer to this question is "No," the contract will require approval from the City Council.

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**As-Needed Engineering Services**  
**Proposals Received**  
**June 18, 2007**

**CBM Consulting, INC.**  
ATT: Chuck Stephan, President  
17601 S. Denver Avenue  
Gardena, CA 90248  
[cstephan@cbmconsulting.com](mailto:cstephan@cbmconsulting.com)  
(310) 329-0102

**Civic Source**  
ATT: Amy Amirani, Principal  
500 Wald  
Irvine, CA 92618  
[aamirani@civil-source.com](mailto:aamirani@civil-source.com)  
(949) 585-0477

**Hall & Foreman, Inc.**  
ATT: David Stuetzel, P.E., Project Manager  
420 Exchange, Ste 100  
Irvine, Ca 92602  
(714) 665-4518  
[dstuetzel@hfinc.com](mailto:dstuetzel@hfinc.com)

**Harris & Associates, Inc**  
ATT: Randall G. Berry, P.E., Design Manager  
120 Mason Circle  
Concord, CA 94520  
[rberry@harris-assoc.com](mailto:rberry@harris-assoc.com)  
(949) 655-3900 x 314

**IBI Group**  
ATT: David Chow, Director  
18401 Von Karman Avenue, Ste 110  
Irvine, CA 92612  
[dchow@ibigroup.com](mailto:dchow@ibigroup.com)  
(949) 833-5588 x 141

**Integrated Design Services, Inc**  
1 Peters Canyon Road, Suite 140  
Irvine, CA 92606  
(949) 387-8500

**Jones, Cahl, & Associate, Inc.**  
ATT: R.H. Cahl  
18090 Beach Blvd., Suite 12  
Huntington Beach, CA 92648  
[jca@junsecahl.com](mailto:jca@junsecahl.com)  
(714) 848-0566

**KJM & Associates, a Hill International Company**  
ATT: Michael Smith, Vice President  
18881 Von Karman Avenue, Suite 1440  
Irvine, CA 92612-1500  
[msmith@kjmassoc.com](mailto:msmith@kjmassoc.com)  
949-474-2908

**Katz, Okitsu & Associates**  
ATT: Rock Miller, P.E., Senior Engineer  
17852 E. 17<sup>th</sup> Street, Suite 102  
Tustin, CA 92780-2142  
[rmiller@koacorporation.com](mailto:rmiller@koacorporation.com)  
(714) 573-0317

**RFP Contact**  
Julia Wu, PE  
[jwu@koacorporation.com](mailto:jwu@koacorporation.com)  
(714) 573-0317

**Panco Engineering, Inc.**  
ATT: Carlos Pineda, PE  
One Technology Park, Building J-725  
Irvine, CA 92618  
[cpineda@pencoeng.com](mailto:cpineda@pencoeng.com)  
(949) 753-8111

**RFP Contact**  
Dusty Cook, Assistant Project Manager  
[dcook@pencoeng.com](mailto:dcook@pencoeng.com)  
(949) 753-8111

**PB Americas, Inc.**  
ATT: Kip Field, Vice President  
505 South Main Street, Suite, 900  
Orange CA 92868  
[Field@pbworld.com](mailto:Field@pbworld.com)  
(714) 973-4880

**Professional Service Industries, Inc.**  
ATT: Robert W. Slane  
3960 E. Gilman Street  
Long Beach, CA 90815-1753  
[Robert.Slane@psiusa.com](mailto:Robert.Slane@psiusa.com)  
(562) 597-3977x351

**RFP Contact**  
Tim Ganatta  
(562) 597-3977x3218  
[Tim.Ganatta@psiusa.com](mailto:Tim.Ganatta@psiusa.com)

**PSOMAS**

ATT: Tom Herbel, PE  
3187 Red Hill Avenue, Ste 250  
Costa Mesa, CA 92626  
[therbel@psomas.com](mailto:therbel@psomas.com)  
(714) 751-7373

**Tetra Tech, Inc.**

ATT: Kekoa Anderson, PE, Division Vice President  
3475 E. Foothill Boulevard, Suite 300  
Pasadena, CA 91107  
[kekoa.anderson@tetrattech.com](mailto:kekoa.anderson@tetrattech.com)  
(949) 727-7099

**RFP Contact**

Tammy Huang  
[tammy.huang@tetrattech.com](mailto:tammy.huang@tetrattech.com)

**Transtech Engineers, Inc.**

ATT: Ali Cayir  
624 Brea Canyon Road  
Walnut, CA 91789  
[cayir@transteche.com](mailto:cayir@transteche.com)  
(909) 595-8899 x 121

**TranSystem Corporation**

ATT: Steven A. Schmucker  
6700 E. Pacific Coast Hwy., Ste 201  
Long Beach, CA 90803  
[saschmucker@transystems.com](mailto:saschmucker@transystems.com)  
(562) 594-6974

**Walden & Associates**

ATT: David L. Bacon  
2552 White Road, Suite B  
Irvine, CA 92614  
[dbacon@waldenassociates.com](mailto:dbacon@waldenassociates.com)  
(949) 660-0110

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**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 10-19-2007

GROUP:  
POLICY NUMBER: 1528565-2007  
CERTIFICATE ID: 104  
CERTIFICATE EXPIRES: 10-01-2008  
10-01-2007/10-01-2008

CITY OF HUNTINGTON BEACH  
ON CALL ENGINEERING SERVICES  
2000 MAIN ST  
HUNTINGTON BEACH CA 92648-2702

SP

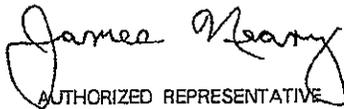
JOB: CITY OF HUNTINGTON BEACH

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - SAID HILMY, P S T - EXCLUDED.

ENDORSEMENT #1600 - RAMI ELHASSAN, VP - EXCLUDED.

EMPLOYER

INTEGRATED DESIGN SERVICES, INC  
1 PETERS CANYON RD STE 140  
IRVINE CA 92606

SP

**STATE**  
 COMPENSATION  
 INSURANCE  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 11-01-2007

GROUP:  
 POLICY NUMBER: 1528585-2007  
 CERTIFICATE ID: 106  
 CERTIFICATE EXPIRES: 10-01-2008  
 10-01-2007/10-01-2008

CITY OF HUNTINGTON BEACH  
 RISK MANAGEMENT  
 2000 MAIN ST  
 HUNTINGTON BEACH CA 92648-2702

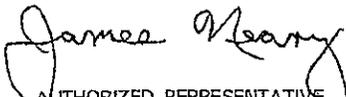
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This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 AUTHORIZED REPRESENTATIVE

  
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2007-11-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF HUNTINGTON BEACH.

ENDORSEMENT #1600 - SAID HILMY, P S T - EXCLUDED.

ENDORSEMENT #1600 - RAMI ELHASSAN, VP - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-24-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

INTEGRATED DESIGN SERVICES, INC  
 1 PETERS CANYON RD STE 140  
 IRVINE CA 92606

SP

ENDORSEMENT AGREEMENT

ADDITIONAL INSURED EMPLOYER

1528565-07  
RENEWAL  
SP

PAGE 1 OF 1

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

IDS  
NOV 14 2007  
RECEIVED

EFFECTIVE NOVEMBER 1, 2007 AT 12.01 A.M.

INTEGRATED DESIGN SERVICES, INC

1 PETERS CANYON RD STE 140  
IRVINE, CA 92606

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT

CITY OF HUNTINGTON BEACH

IS HEREBY NAMED AS AN ADDITIONAL INSURED EMPLOYER ON THIS  
POLICY BUT ONLY AS RESPECTS EMPLOYEES WHOSE NAMES APPEAR ON  
THE PAYROLL RECORDS OF

INTEGRATED DESIGN SERVICES, INC

(HEREIN CALLED THE PRIMARY INSURED) WHILE THOSE EMPLOYEES  
ARE ENGAGED IN WORK UNDER THE SIMULTANEOUS DIRECTION AND  
CONTROL OF THE PRIMARY INSURED AND THE ADDITIONAL INSURED  
EMPLOYER.

IT IS FURTHER AGREED THAT THE PAYMENT OF THE FULL PREMIUM  
DUE AND PAYABLE UNDER THIS POLICY SHALL REMAIN THE SOLE  
RESPONSIBILITY OF THE PRIMARY INSURED.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

E4.30

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 5, 2007

0015

*James Neary*  
AUTHORIZED REPRESENTATIVE

*[Signature]*  
PRESIDENT

E4 . 31

# **ATTACHMENT #2**

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PROFESSIONAL SERVICES CONTRACT BETWEEN THE REDEVELOPMENT  
AGENCY OF THE CITY OF HUNTINGTON BEACH AND  
TRANSTECH ENGINEERS, INC. FOR  
AS NEEDED ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the Redevelopment Agency of the City of Huntington Beach, a public body of the State of California, hereinafter referred to as "AGENCY," and TRANSTECH ENGINEERS, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, AGENCY desires to engage the services of a consultant to provide engineering services on an "as needed" basis; and

Pursuant to documentation on file in the office of the Agency 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 AGENCY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide, on an "as-needed" basis, engineering services such as the itemized tasks set forth in **Exhibit "A,"** which is attached hereto and incorporated by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT." All engineering services shall, prior to the commencement of any work, be set forth in a written Scope of Work to be provided by AGENCY in advance of each PROJECT.

CONSULTANT hereby designates Ali Cayir, who shall represent it and be its sole contact and agent in all consultations with AGENCY during the performance of this Agreement.

2. AGENCY STAFF ASSISTANCE

AGENCY 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 the Scope of Services shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in the Scope of Services are generally to be shown in the Scope of Services. This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by AGENCY and CONSULTANT.

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

4. COMPENSATION

In consideration of the performance of the services described herein, AGENCY 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 Seventy-Five Thousand Dollars (\$75,000.00) per year, for a total contract amount not to exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00).

5. EXTRA WORK

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

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to **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 AGENCY, and CONSULTANT shall turn these materials over to AGENCY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by AGENCY as it sees fit.

8. HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless AGENCY, 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, reasonable 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) negligence, recklessness or willful misconduct related to 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. AGENCY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by AGENCY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense. 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 furnish 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) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of AGENCY. 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 AGENCY 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.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to AGENCY 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. 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 AGENCY.

The requirement for carrying the foregoing insurance coverage shall not derogate from the provisions for indemnification of AGENCY by CONSULTANT under the Agreement. AGENCY 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 AGENCY. 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. AGENCY 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 AGENCY 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 AGENCY, 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 AGENCY. 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

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

15. AGENCY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no AGENCY official nor any regular AGENCY employee in the work performed pursuant to this Agreement. No officer or employee of AGENCY 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 AGENCY 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; provided that AGENCY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO AGENCY:

Redevelopment Agency of the City of  
Huntington Beach  
ATTN: Executive Deputy Director  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

TransTech Engineers, Inc.  
624 Brea Canyon Road  
Walnut, CA 91789  
Attn: Ali Cayir, President

17. CONSENT

When AGENCY'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 AGENCY agree that AGENCY 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 / Agency General Counsel is the exclusive legal counsel for AGENCY; and AGENCY 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 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

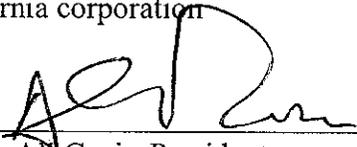
Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify AGENCY fully for any injuries or damages to AGENCY in the event that such authority or power is not,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

27. 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 supersedes all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 20\_\_.

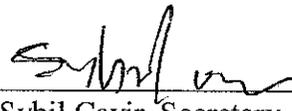
TRANSTECH ENGINEERS, INC. a California corporation

By:   
Ali Cayir, President

REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH, a public body of the State of California

\_\_\_\_\_  
Chairperson

AND

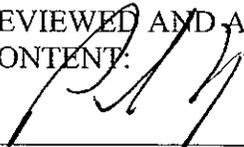
By:   
Sybil Cayir, Secretary

\_\_\_\_\_  
Agency Clerk

INITIATED AND APPROVED:

  
Deputy Executive Director

REVIEWED AND APPROVED AS TO CONTENT:

  
Executive Director

APPROVED AS TO FORM:

 11/29/07  
Agency General Counsel  
11-7-07

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11/7/07  
KC 11/29/07

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# EXHIBIT "A"

## A. STATEMENT OF WORK:

TransTech Engineers, Inc. will provide on-call engineering services to the Redevelopment Agency and Economic Development Department. This contract will enable the Agency to have on-call engineering consulting services at its disposal to provide technical assistance and recommendations for projects to be determined during the term of the contract.

## B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

In general, the consultant shall perform engineering services on an "on-call" basis for various projects assigned by the Agency. The scope of work for any one project may include but not be limited to the following:

### 1. Preliminary Engineering

Prepare alternative preliminary layouts, surveying, and estimates of probable cost for alternatives, including engineering details and calculations. Present alternatives and provide recommendations and analyses of the advantages for each alternative.

**Structural Design:** Structural Design as it relates to feasibility analysis and cost estimates. The purpose of this task is to provide preliminary engineering information related to cost and feasibility of a project prior to preparation of the actual construction drawings. Based on the requirements of specific projects this task may include any or all of the following:

- Retrieve recorded information and drawings from the appropriate department or agency.
- Conduct site visits to collect data and verify information.
- Identify project alternatives (if applicable).
- Perform planning level analysis, including a project cost estimate for feasibility alternative. The project cost estimate will include total cost to complete the project (design and construction).
- Prepare Technical Memorandum summarizing the findings of the planning level analysis for each project. For each project recommend a specific alternative for implementation, along with justification.
- Meet with City staff as needed.
- Prepare an Executive Summary Report which provides an overview of the conclusions and recommendation for all of the projects that were reviewed.

**Site Analysis and Consultation:** Perform site analysis including parking, traffic, zoning, geotechnical, on/off-site utility and related utilization studies and participate in and coordinate with City/Agency staff, legal counsel and others, as needed.

# EXHIBIT "A"

## 2. Construction Management:

Provide technical and construction management services for minor repair or construction projects, as requested by the City and/or Agency. May include any of the following:

**Permits:** Assist the Agency in obtaining approvals from applicable agencies including the City of Huntington Beach Building and Safety for environmental, and/or other permits, as required.

**Construction Documents:** Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

**Bidding Stage:** Assist the Agency in answering bidders' questions, attend pre-bid conferences and job walks, perform technical design review of plans and specifications, prepare addenda, analyze bids, and recommend award.

**Construction Stage:** Attend pre-construction conference. Monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist the engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders. Prepare "as-built" drawings. Additionally, the firm may also be required to perform construction staking.

**Inspection Services:** Perform general and technical inspections of affordable housing property, as assigned. Meet with lessees, managers and owners of properties as part of the inspection services. Arrange for inspections of properties by other specialized technical services providers, as needed. Prepare Conditions Assessment Reports on properties inspected for City and/or Agency.

Provide update of assigned projects to City and/or Agency as necessary. Meet with City and/or Agency when necessary.

### C. CITY'S DUTIES AND RESPONSIBILITIES:

No specific duties and responsibilities have been identified.

### D. WORK PROGRAM/PROJECT SCHEDULE:

TransTech Engineers, Inc. will provide the above services on an "as-needed" basis for projects to be determined during the term of the contract.

## Scope of Services

In general, the consultant shall perform engineering services on an "on-call" basis for various projects assigned by the Agency. The scope of work for any one project may include but not be limited to the following:

### 1. Preliminary Engineering

Prepare alternative preliminary layouts, surveying, and estimates of probable cost for alternatives, including engineering details and calculations. Present alternatives and provide recommendations and analyses of the advantages for each alternative.

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Provide update of assigned projects to City and/or Agency as necessary. Meet with City and/or Agency when necessary.

**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:

<b>TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES</b> <b>Effective January 1, 2007 through December 31, 2007</b>	
<b><i>Classification</i></b>	<b><i>Hourly Rate</i></b>
Principal Engineer	\$150 - \$175
Senior Engineer	\$125 - \$150
Project Manager	\$125 - \$150
Project Engineer	\$115 - \$135
Staff Engineer	\$95 - \$115
Senior CADD Designer	\$80 - \$95
Staff CADD Designer	\$65 - \$80
Planner	\$100 - \$125
Transportation Analyst/Planner	\$90 - \$115
Plan Checker	\$85 - \$95
Construction Manager	\$125 - \$150
Inspector	\$70 - \$90
Engineering Technician	\$50 - \$60
Administrative/Clerical	\$40 - \$50
2-Man Survey Crew	\$160

Reimbursable direct expenses are billed at cost plus 10% for administration fee.

The above hourly rates are effective through December 31, 2007, after which time they may be adjusted based on cost of living increase.

B. Travel

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.
2. As CITY sometimes uses consultants that are outside of the nearest metropolitan area, CITY is very conscious of travel costs. Subject to

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

agreement otherwise, CONSULTANT will be held to charging no fees on travel time to or from Huntington Beach.

3. Automobile expenses are limited to the IRS standard business mileage rate. All other travel expenses must be approved in advance by CITY in writing. Requests for approval shall be submitted at least fourteen (14) days in advance, to allow for reduced transportation fares. Meals are not billable to CITY, without prior written consent of CITY.

#### C. Billing

1. All billing shall be done monthly in one-tenth-hour (0.10) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

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 case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.
4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

7. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
8. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall 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.
9. 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.

10. 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.

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# CITY OF HUNTINGTON BEACH

## Professional Service Contracts Purchasing Certification

1. Date: 11/28/2007
2. Department: Economic Development
3. Requested by: Doris Powell
4. Name of consultant: Transtech Engineers, Inc.
5. Attach the written statement of the specification, conditions, and other requirements for the requested services provided to solicited consultants.
6. Amount of the contract: \$225,000
7. Are sufficient funds available to fund this contract?<sup>1</sup>  Yes  No
8. Is this contract generally described on the list of professional service contracts approved by the City Council?<sup>1</sup>  Yes  No *sw*
9. Business Unit and Object Code where funds are budgeted:
10. Is this contract less than \$50,000?  Yes  No
11. Does this contract fall within \$50,000 and \$100,000?  Yes  No
12. Is this contract over \$100,000?  Yes  No  
(Note: Contracts requiring City Council Approval need to be signed by the Mayor and City Clerk. Make sure the appropriate signature page is attached to contract.)
13. Were formal written proposals requested from at least three available qualified consultants?  
 Yes  No
14. Attach list of consultants from whom proposals were requested (including a contact telephone number).  
*see attached*
15. Attach proposed scope of work.
16. Attach proposed payment schedule.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
RICHARD AMADRIL  
Central Services Manager

1. If the answer to this question is "No," the contract will require approval from the City Council.

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**Named Insured:** Transtech Engineers, Inc.

**Policy Number:** BK01426181

**Owner, Lessee Or Contractor - Scheduled Person Or Organization**  
**ADDITIONAL INSURED ENDORSEMENT**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART.

**Owners, Lessees Or Contractors - Scheduled Persons Or Organizations Schedule**

**Name of Person or Organization:**

Re: JN 27137 HUNTINGTON BEACH AS NEEDED ENG. SERVICES The City of Huntington Beach, its agents, officers, and employees are named as an additional insured as respects general liability for claims arising from the operations of the named insured.

**Location of Covered Operations:**

All Operations of the Named Insured

The following is added to SECTION II. WHO IS AN INSURED, 2:

**Owner, Lessee Or Contractor - Scheduled Person Or Organization**

Each person or organization shown in the Owners, Lessees Or Contractors - Scheduled Persons Or Organizations Schedule, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

However, such person or organization is not an insured with respect to any:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury"

that does not arise out of your negligence;

- (2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of that contract or agreement;

- (3) "Property damage" to:

- (a) Property owned, used or occupied by or loaned or rented to such person or organization;

- (b) Property in the care, custody or control of such person or organization over which such person or organization is, for any purpose exercising physical control; or
  - (c) "Your work" performed for such person or organization;
- (4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service" when such person or organization is an architect, engineer or surveyor; or
- (5) "Bodily injury" or "property damage" that occurs after "your work" for such person or organization has been completed. "Your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work on the project to be done at the Location of Covered Operations shown in the Owners, Lessees or Contractors - Scheduled Persons Or Organizations Schedule has been completed; or
  - (b) When that part of the work out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

"Your work" that may need service, maintenance, correction, repair or replacement, but which is otherwise deemed completed above, will also be deemed completed.

All other terms of your policy remain the same.

**Liability Coverage Enhancement -  
Architects and Engineers  
ENDORSEMENT**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART.

1. The following replaces the final paragraph of **SECTION II. WHO IS AN INSURED, 1.:**

However, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Liability Coverage Part Declarations. This provision does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is otherwise an insured under Paragraph 2. below.

2. The following is added to **SECTION II. WHO IS AN INSURED, 2.:**

**Person Or Organization Required By  
Written Contract**

Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

However, such person or organization is not an insured with respect to any:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of:

(a) Your negligence; or

(b) The negligence of another person or organization for whom you are liable;

(2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

(3) "Property damage" to:

(a) Property owned, used or occupied by, or loaned or rented to, such person or organization;

(b) Property over which such person or organization is for any purpose exercising physical control; or

(c) "Your work" performed for the insured; or

(4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service", when such person or organization is an architect, engineer or surveyor.

3. The following is added to **SECTION II. WHO IS AN INSURED:**

**"Unnamed Joint Venture"**

You are an insured for your participation in any past or present "unnamed joint venture".

However, you are not an insured if the "unnamed joint venture" has:

- a. Direct employees; or
- b. Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

4. The following replaces **SECTION III. LIMITS OF LIABILITY, 2. b.:**

- b. Will apply separately to the sum of all:
  - (1) Damages because of "bodily injury" and "property damage", under **SECTION I. COVERAGE, A. Liability** above; and
  - (2) Medical payments for "bodily injury", under **SECTION I. COVERAGE, B. Medical Payments** above;

arising out of each location listed in the Schedule of Premises or each of "your projects"; and

5. The following replaces **SECTION IV. CONDITIONS, 5. "Other Insurance", a. Primary Insurance, (2):**

- (2) However, this insurance will be considered primary to, and non-contributory with, "other insurance" issued directly to a person or organization added as an additional insured under **SECTION II. WHO IS AN INSURED, 2.:**

(a) Paragraph **h. Certain Additional Insureds By Contract or Agreement**; or

(b) **Persons Or Organizations Required By Written Contract**;

if you specifically agree, in that written contract or agreement, that this insurance must be primary to, and non-contributory with, such "other

insurance". This insurance will then be applied as primary insurance for damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and that are incurred by such person or organization, and we will not share those damages with such "other insurance".

6. The following is added to **SECTION IV. CONDITIONS, 5. "Other Insurance", b. Excess Insurance:**

This insurance is excess over any "other insurance" whether primary, excess, contingent or on any other basis that is available to you for your participation in any past or present "unnamed joint venture".

7. The following is added to **SECTION IV. CONDITIONS, 8. Transfer Of Rights of Recovery And Proceeds Against Others To Us:**

However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an additional insured under the Paragraph **Person Or Organization Required By Written Contract** of **SECTION II. WHO IS AN INSURED, 2.:**

- a. Because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "your work" in ongoing operations or included in the "products-completed operations hazard"; and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

8. The following are added to **SECTION V. DEFINITIONS:**

"Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
- b. That joint venture is not named in the Liability Coverage Part Declarations.

"Your premises" means any premises, site, or location owned or occupied by, or rented to, you.

"Your project":

- a. Means any premises, site or location at, on, or in which "your work" is not yet completed; and
- b. Does not include "your premises" or any location listed in the Schedule of Premises.

All other terms of your policy remain the same.

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# **ATTACHMENT #3**



**CITY OF HUNTINGTON BEACH  
INTERDEPARTMENTAL COMMUNICATION  
FINANCE DEPARTMENT**

**TO:** PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR  
**FROM:** DAN T. VILLELLA, CPA, FINANCE DIRECTOR  
**SUBJECT:** FIS 2007-08-10 Approve Professional Services Contracts With IDS Group, Inc. and Transtech Engineers, Inc. for "As-Needed" Engineering Consulting Services.  
**DATE:** NOVEMBER 28, 2007

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As required by Resolution 4832, this Fiscal Impact Statement has been prepared for "Approve Professional Services Contracts With IDS Group, Inc. and Transtech Engineers, Inc. for "As-Needed" Engineering Consulting Services."

If the City Council approves this action (total appropriation for current fiscal year of \$150,000 of which \$75,000 is already budgeted, the estimated Redevelopment Capital Projects Fund Balance (Merged Area) at September 30, 2008 will be reduced to \$16,211,000.

Dan T. Vilella  
Finance Director