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Council/Agency Meeting Held: _____	2006 AUG 23 AM 10: 35
Deferred/Continued to: _____	CITY CLERK CITY OF HUNTINGTON BEACH
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	City Clerk's Signature _____
Council Meeting Date: 9/5/2006	Department ID Number: ED 06-34

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

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY: STANLEY SMALEWITZ, DIRECTOR OF ECONOMIC DEVELOPMENT
SCOTT HESS, ACTING DIRECTOR OF PLANNING *SH*

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH FREEDMAN, TUNG AND BOTTOMLEY, INC. AND ROSENOW SPEVACEK GROUP INC. FOR PREPARATION OF THE ECONOMIC REVITALIZATION STRATEGIC PLAN FOR BEACH BOULEVARD AND EDINGER CORRIDOR AND APPROPRIATE \$762,035.

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

Statement of Issue:

Transmitted for City Council and Redevelopment Agency consideration are two professional services agreements for the purposes of completing planning and economic development analyses related to the revitalization of Beach Boulevard and Edinger Avenue. This project is being initiated based on direction from the City Council in Fall 2005 and as a result of public input relative to the Edinger Corridor.

Funding Source:

A total appropriation of \$762,035: \$281,038 from Redevelopment Agency Merged Capital Funds Balance to the Redevelopment Agency Professional Services Account 30580101.69365 and \$480,997 from the General Fund to the Planning Department Professional Services Account, 10060201.69365 is being requested. (See Attachment 3)

Recommended Action:

City Action Motion to:

1. Approve the Professional Service Contract between the City of Huntington Beach, and Freedman, Tung and Bottomley, Inc. (FTB), (Attachment 1), in the amount of \$599,775 for preparation of a Corridor Revitalization Strategy and Specific Plan for Beach Boulevard (including Edinger Avenue) and authorize the Mayor and City Clerk to execute the contract; appropriate \$480,997 from the City's General Fund to account 10060201.69365.

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Agency Action Motion to:

1. Approve the Professional Services agreement between the City of Huntington Beach Redevelopment Agency and Rosenow Spevacek Group Inc. (RSG), (Attachment 2) in the amount of \$162,260 for preparation of a corridor revitalization strategy for Beach Boulevard and Edinger Corridor, and authorize the Chairman and Agency Clerk to execute the agreement and appropriate \$162,260 from undesignated Redevelopment Agency Merged Capital Funds Balance to account 30580101.69365 for the RSG contract.
2. Appropriate \$118,778 from undesignated Redevelopment Agency Merged Capital Funds Balance to account 30580101.69365 for the FTB contract; and authorize the Director of Planning to expend the Agency funds allocated to the FTB contract.

Alternative Action(s):

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

1. Deny the Professional Services Contracts between the City and Freedman, Tung and Bottomley, Inc. and Rosenow Spevacek Group Inc.
2. Continue the item and direct staff accordingly.

Analysis:

A. PROJECT BACKGROUND

Beach Boulevard, also designated State Route 39, is the main traffic artery in the City of Huntington Beach. An eight lane (divided) principal artery, Beach Boulevard runs six miles from Pacific Coast Highway in the South to the City's northern border at Interstate 405. Beach Boulevard ultimately continues beyond the City through Westminster, Stanton, and Buena Park into the City of Azusa at the base of the San Gabriel Mountains.

Beach Boulevard and Edinger Avenue are two primary economic engines for the City of Huntington Beach, including auto sales, various commercial developments, supermarkets, both large and small retail, as well as residential, institutional, and many other land-use functions. Key retail establishments along or proximate to Beach Boulevard include The Beach Boulevard of Cars, Bella Terra Regional Shopping Mall, 5-Points Shopping Center, Wal-Mart, and the Hyatt Regency Resort & Spa. Edinger Avenue includes Bella Terra and a number of retail centers.

It is the City's desire to enhance and maximize the potential of these major thoroughfares. Although the City has been able to improve economic opportunities along Beach Boulevard, this artery lacks the characteristics that provide identity and clarity of location, incorporating various nondescript strip commercial centers, a wide range of signage, and inconsistent

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landscaping. While individual establishments along the corridor have had various degrees of success, there is no synergy to the current process. Likewise, efforts to create a strategy for the Edinger Corridor have not come to fruition.

In recent years, the City has made an effort to develop specific plans for key areas within the City to maximize their unique assets. This includes the Downtown Specific Plan to maximize the City's tourism potential and create a cultural magnet for residents and visitors alike, the Holly-Seacliff Specific Plan for a major residential development, and the McDonnell Centre Business Park Specific Plan.

Although new development along Beach Boulevard has remained consistent with the City's General Plan and Zoning Code, efforts to create a unique vision for Beach Boulevard have not been realized. When the City updated its General Plan in 1996, there was discussion regarding potential mixed use or residential uses at key nodes. Although this concept did not materialize, there has been renewed interest in these concepts as well as enhancing the pedestrian experience and focusing on design solutions.

The Beach Boulevard Revitalization Strategy and Specific Plan is intended to determine and implement a clear vision for growth and change along the Beach Boulevard Corridor. This effort will incorporate Edinger Avenue. The specific configuration that new public and private investment along the corridor will take will be determined by a planning process involving city officials, citizens, stakeholders and city staff. Specifications to guide land use and development intensity, site layout, building design, site landscaping and signage will be detailed in the document created from this effort. Land use and development standards contained in the specific plan will be drafted to replace pre-existing zoning regulations, and to assist the community to more effectively attract investment and improve the evolving image and identity of the City.

B. CONSULTANT SELECTION PROCESS

Planning Staff solicited proposals from three qualified consultants for the urban design and planning aspect of this project:

- Freedman, Tung & Bottomley, Inc.
- The Planning Associates
- Torti-Gallas and Partners

Freedman, Tung & Bottomley, Inc are recognized as the leading experts in corridor revitalization. In September 2005, representatives from FTB conducted a one-day workshop for the City Council, businesses, staff and interested residents on revitalization strategies. Following this workshop, Council directed staff to solicit proposals for creating a strategy for Beach Boulevard. Although Planning Associates submitted a marginal proposal, a number of key tasks were outsourced to subcontractors creating concerns as to lines of communication and prioritization of tasks. Torti-Gallas did not respond to the RFP.

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Economic Development Staff solicited proposals from four qualified consultants for the economic market analysis aspect of this project:

- Rosenow Spevacek Group Inc.
- Economic Research Associates
- Keyser Marston Associates Inc.
- The Sedway Group

Rosenow Spevacek Group Inc. was selected from the three respondent firms. Rosenow Spevacek Group consultant team brings a wealth of knowledge in real estate economics, with first-hand experience in real estate brokerage, development, and project design. The RSG team will perform in-depth economic analysis, supply and demand, and prospects for the future that will impact the feasibility of investments along the Beach Boulevard and Edinger Avenue corridors. This analysis will be used to create the tools for economic revitalization to enhance and maximize the potential of these major thoroughfares.

C. STAFF RECOMMENDATION

Based on their expertise in this field, understanding of the City's request and competitive rates, staff recommends approval of the professional services agreements with Freedman, Tung and Bottomley and Rosenow Spevacek Group Inc.

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 City, Agency and FTB
45	2.	Professional Services Agreement between the Agency and RSG
75	3.	Fiscal Impact Statement

ATTACHMENT #1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
Freedman, Tung & Bottomley

FOR
Preparing Beach Boulevard Revitalization Strategy

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
Freedman, Tung & Bottomley
FOR
Preparing Beach Boulevard Revitalization Strategy

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of August 2006, by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and Freedman, Tung & Bottomley, a sole proprietorship hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to prepare a revitalization strategy for Beach Boulevard; 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 Ellen Greenberg 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 as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on August 21, 2009, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than 36 months from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. 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.

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 ninety-nine thousand seven hundred seventy five Dollars (\$99,775.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

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) to the extent arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its negligent 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. 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.

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, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. 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.

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. shall 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 I 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: Mary Beth Broeren
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Freedman, Tung & Bottomley
ATTN: Ellen Greenberg
74 New Montgomery Street, ste 300
San Francisco, CA 94105

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 non-prevailing 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.

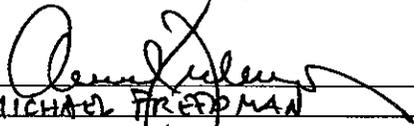
27. ENTIRETY

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 supercede 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 offices the day, month and year first above written.

CONSULTANT

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

By: 
MICHAEL FREEDMAN
print name

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

Mayor

AND

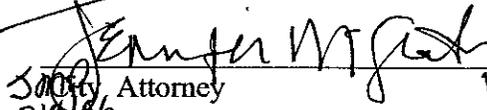
SOLE PROPRIETOR

By: _____
print name

City Clerk

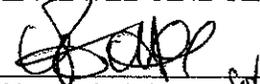
ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

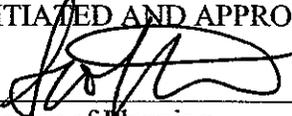
APPROVED AS TO FORM:


5000 Attorney
8/2/06

REVIEWED AND APPROVED:

INITIATED AND APPROVED:


City Administrator


Director of Planning

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco } ss.

On August 07, 2006 before me, Daniel Tondeau, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael S. Freedman
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Prof. Services Contract

Document Date: 08/22/06 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

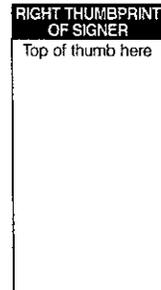


Exhibit “A”

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TECHNICAL WORK STATEMENT

PHASE I. CLARIFYING COMMUNITY ASPIRATIONS AND DEFINING OPPORTUNITIES FOR BENEFICIAL CHANGE

1. Project Start-up

- A. Core Team: Project Kick-Off Meeting and Field Work (incl travel)
- B. Project start-up administration: contact list, city protocols, request materials from City; project setup
- C. Sub-consultants: scope refinement, scheduling and start-up administration

2. Existing conditions inventory and basemap preparation

- A. Create project basemaps using electronic files provided by City
- B. Field Reconnaissance and Photography
 - 1) Fieldwork, including photography (kickoff meeting trip)
 - 2) Set up project database (slides, field notes & sketches)
 - 3) Follow-up field work on focused topics: ground-floor uses, auto-related businesses, loading and utility spaces, public spaces, character and identity
 - 4) Incorporate additional photography and field work into database
- C. Pattern of Existing and Planned Development (buildings & g.f. uses)
 - 1) Approved development: receive drawings; add footprints to base map
 - 2) Review current development proposals
- D. Corridor configuration
 - 1) Receive dimensioned street right-of-way base info from city; prepare diagrams of typical corridor segments
- E. Pattern of Land Ownership and Control - receive data from city; incorporate into database
- F. Service Issues: loading, delivery, garbage: compile data, diagram findings
- G. Character & Identity
 - 1) Historic Context - Review documents re: history of the city, corridor
 - 2) Historic and significant buildings - study inventory from City
 - 3) Prepare Initial Design Context Collage(s)
- H. Mobility, Access & Connectivity
 - 1) Consult Transportation Subconsultant re: project scope/objectives, status & schedule
 - 2) Review Circulation Element Update materials; coordination re General Plan data and output

- 3) Review info from City: transit, bike routes, volumes, etc.
- 4) Patterns of streets and blocks- prepare diagrams based on aerial

- I. Utility Infrastructure : consult with City Engineer, review data re underground/overhead utilities, potential limiting factors
- J. Environmental/Ecological Factors: Review reports on brownfield sites if applicable, review data on other environmental factors

3. Analysis of Existing Conditions

A. Prepare Diagrams Analyzing Existing Conditions

- 1) City Context and Structure of Adjoining Neighborhoods
- 2) Public Open Space
- 3) Auto-Related Businesses and Auto-Serving Surfaces
- 4) Composite Analysis - Strategy Opportunities

B. Market Opportunities & Constraints

- 1) Consult Economist regarding initial findings
- 2) Consult Economist regarding Strategy Opportunities

C. Vulnerability to change

- 1) Meet with Economist on site: assess apparent vulnerability (incl. travel)
- 2) Map apparent opportunity sites; forward to City, Economic and Traffic consultants
- 3) Consult City Staff, Economic and Traffic Consultants regarding map of vulnerable sites
- 5) Make modifications to map in response to comments

D. Development Pattern analysis (building disposition/type; parking; parcel)

- 1) Telephone call with economist regarding retail-driven development in corridor, city and region
- 2) Diagram corridor development types; highlight retail driven development
- 3) Diagram relationship of corridor retail to city and regional retail

E. Consult with Transportation Subconsultant

- 1) Prepare memo with key questions about Beach Blvd. and Edinger Avenue
- 2) Review response; teleconference
- 3) Discuss OCTA, Caltrans policies, plans and capabilities

F. Summary: Patterns of Development and Change; Opportunity for Strategic City Action (diagram)

4. Core Team Session: Existing Conditions Inventory & Analysis (includes travel)

5. Community Workshop #1 - Community Aspirations and Opportunities for Beneficial Change

- A. Prep workshop presentation/materials, coordinate logistics with City Staff
- B. Attend, set-up, facilitate community workshop #1 (including travel)
- C. Workshop follow-up (record comments, update database, phone call w/staff)

PHASE II: ENVISIONING THE FUTURE CORRIDOR: PLAN CONCEPT AND STRATEGY DEVELOPMENT

1. Corridor Frontage: "Broad-Brush" Alternatives and Tradeoffs

- A. Develop and illustrate alternative land use and urban design options (includes consultation with Economic and Traffic Consultants)
- B. Assemble relevant photos of equivalent potential development types
- C. Prepare "thorny issue" questions and accompanying diagrams

2. Community Workshop #2: "Broad-Brush" Alternatives & Tradeoffs

- A. Prepare workshop presentation and materials, coordinate logistics w City
- B. Conference call with City Staff to review Community Workshop Materials
- C. Finalize workshop materials
- D. Attend, set-up, facilitate community workshop #2 (incl travel); record comments and update database following workshop

3. Core Team Charette (with City Staff & Consultants): Broad-Brush Alternatives

- A. Logistics; Prepare charette basemaps & other materials; photo-repro as needed
- B. Charette participation (includes travel)

4. Prepare Strategy and Plan Material Using Charette Outcomes

- A. Format and touch up charette products; scan and prepare image files
- B. Follow up with Economics and Traffic Consultants
- C. Develop Design and Strategy Concepts and Regulated Graphics

- 1) Corridor-wide scale: differentiation of segments (annotated plan)
- 2) Corridor-wide scale: edge/width of change areas (plan boundaries)
- 3) Corridor scale: envisioned cross-sections across study area
- 4) Site-scale: catalyst opportunity site concepts (plan views; up to three sites)
- 5) Street scale: design opportunities (cross-sections)

D. Assemble photographs corresponding to charette solutions

5. Community Workshop #3: Future Corridor

- A. Prepare workshop presentation and materials, coordinate logistics w City
- B. Core Team Review Session in Huntington Beach (same day as workshop)
- C. Attend, set-up, facilitate community workshop #2 (including travel)
- D. Workshop follow-up (record comments, update database, call with City staff)

6. Core Team: Specifications for New Development - Policy Essentials

- A. Charette logistics and scheduling including base maps, photos and charette packets
- B. Charette participation (includes travel)
- C. Charette follow-up: photography, scanning and formatting

7. Policy Framework: Refine and Follow up on Charette Products

- A. Revitalization Strategy Diagram (on corridor basemap; annotated)
- B. Corridor Segments/Districts Policy Diagram (on parcel map; annotated)
- C. Building Height Options Diagrams
- D. Annotated diagrams describing land use policy recommendations
- E. Annotated diagrams depicting recommended design standards

8. Development Prototypes

- A. Prepare revised corridor land use & urban design concept diagram
- B. Development prototype (plan & elevation) larger property
- C. Development prototype (plan & elevation): smaller or shallower property
- D. Prepare sketch of some portion of envisioned future corridor frontage

9. Community Workshop #4: Specifications for New Development

- A. Prepare presentation & materials, coordinate logistics with City Staff
- B. City Staff Review Session in Huntington Beach (same day as workshop)
- C. Attend, set-up, facilitate community workshop #4 (incl travel)
- D. Workshop follow-up (record comments, update database)

10. Prepare material for presentation at City Council Study Session

- A. Study Session Preparation with City Staff
 - 1) Prepare outline of materials for Study Sessions; conf. call to present
 - 2) Revise outline per staff recommendations
 - 3) Conference call to review Study Session Materials
- B. Modify/refine diagrams and illustrations per workshop and City Staff input
 - 1) Revitalization Strategy Diagram
 - 2) Envisioned Long -Term (illustrative plan view)
 - 3) Envisioned Mid - Term (illustrative plan view)
 - 4) Envisioned Catalyst Projects (illustrative plan view)
 - 5) Development prototypes and building character sketch modifications
 - 6) Recommended Capital Improvement Projects: street design
 - 7) Public Space: existing vs. envisioned future
 - 8) Zoning: Existing vs. Recommended
 - 9) Rendering of key portion of envisioned future corridor frontage

11. Joint City Council & Planning Commission Study Sessions (2)

- A. Prepare presentations
- B. Attend Study Sessions: Presentation, q & a, discussion, record direction
- C. Allowance for follow-up research and modifications per City Council

12. Complete Plan Concept Level - Modify/Refine Final Phase III Deliv.

PHASE III: IMPLEMENTING COMMUNITY INTENT: THE SPECIFIC PLAN

1. Develop Coding System

- A. Develop proposed primary organizing system for regulatory policies
- B. Prepare charts and diagrams for primary regulatory controls
- C. Working Session with Planning Staff (incl. travel)

2. Coordination with EIR effort

- A. Prepare "Likely Plan Build-out" development scenarios for EIR analysis
- B. Coord. Mtg. w City Staff, EIR Consultant re: Alternatives for EIR (same day as coding system working session)
- C. Discussions as needed with EIR Consultant

3. Prepare Administrative Review Draft Corridor Specific Plan

- A. Consultation as needed with City Staff, Economics and Transportation consultants regarding Specific Plan contents; resolution of outstanding issues

A. Book I: Community Intent

- 1) Authority
- 2) Orienting Sections
- 3) Purpose, Plan Goals & Objectives
- 4) Corridor Revitalization Strategy
- 5) The Envisioned Future Corridor

B. Book II: Development Regulations

- 1) Orientation / Applicability
- 2) Site Development Standards
- 3) Street and Open Space Standards & Guidelines
- 4) Parking Standards & Guidelines (in collaboration)
- 5) Architectural Standards & Design Guidelines
- 6) Signage Standards & Guidelines

C. Book III: City Actions (includes CIP's, Parking, Mobility, Utilities, Implementation)

- 1) Portions drafted by FTB
- 2) Review portions drafted by sub-consultants, City Staff

D. Appendices

E. Document Design and Formatting

- 1) Cover Design; prep electronic file
- 2) Document Design and formatting
- 3) Annotate and format full page graphic illustrations
- 4) Document production: electronic files and hard copy master and repro

4. Plan Orientation Session with Planning Staff (incl. travel)

5. City Review of Administrative Draft Specific Plan

- A. Specific Plan draft review mtg. w City Staff and Project team (incl. travel)
- B. Receive single marked-up copy with City edits; tel. or video conf. follow-up

6. Prepare Public Review Draft Specific Plan document

- A. Modify text, illustrations as directed by City Staff
- B. Modify cover design as requested
- C. Incorporate pictures; captions (not in Book II - Regulatory Portion)
- D. Adjust electronic formatting and paste-up
- E. City Staff telephone Q&A, Coordination, last-minute issues
- F. Final edits; prepare final camera-ready document; coordinate photo-repro
- G. Forward camera-ready document, PDF Master file and copies to City, Subs

7. Coordination with EIR consultant

- A. Receive/review draft EIR
- B. Attend EIR coordination session (incl. travel)
- C. Review modified draft EIR

8. Planning Commission Hearing

- A. Review and contribute to Plan Addendum received from City Staff
- B. Prepare presentation materials; logistics coordination
- C. Attend Hearing - Presentation, respond to questions (incl. travel)

9. City Council Hearing

- A. Review Plan Addendum received from City Staff; Q&A if needed
- B. Prepare presentation materials; logistics coordination
- C. Attend Hearing - Presentation, respond to questions (incl. travel)

10. Prepare Final Version of The Beach Boulevard Corridor Specific Plan

- A. Coordinate with City Staff regarding remaining issues needing closure
- B. Modify plan; prep Master File and PDF; transmit PDF and copies to City.

Optional Project Approach: Phases 1 and 2 only with added Revitalization Strategy Document

LIST OF DELIVERABLES PER PHASE

Phase I: Clarifying Community Aspirations and Defining Opportunities for Beneficial Change
Existing Conditions and Analysis Diagrams
Community Workshop #1 presentation materials
Phase II: Envisioning the Future Corridor - Plan Concept and Strategy Development
Catalyst Project Diagrams (public and private)
Regulatory Framework Diagrams
Development Prototype Diagrams
Community Workshop #2 presentation and exhibit materials
Community Workshop #3 presentation and exhibit materials
Community Workshop #4 presentation and exhibit materials
Joint City Council and Planning Commission presentation(s) and exhibit materials
Illustrative Color Rendering of Envisioned Future Corridor Frontage
*Optional: Summary of Work completed during Phases I and II
Phase III: Implementing the Community Inten - The Specific Plan
Note: Deliverables may be modified / refined upon the completion of Phases I and II
Administrative (Screencheck) Review Draft
10 bound hard copies
Public Review Draft
20 bound hard copies, plus one unbound reproducible original hard copy
Digital copy
Final Version: The Beach Boulevard Corridor Specific Plan
20 bound hard copies, plus one unbound reproducible original hard copy
Digital copy

MEETING ATTENDANCE

As detailed in our Technical Work Statement, our approach includes FTB participation in several types of meetings as follows.

- 7 Core Team Sessions with City Staff
- 4 Community Workshops
- 2 City Council and Planning Commission Study Sessions
- 2 Public Hearings by the Planning Commission
- 2 Public Hearings by the City Council Public Hearing

Charges for meetings will reflect the number of hours spent in preparation, travel, attendance, and follow-up documentation, as detailed in Appendix A, which shows staff allocation for each meeting in the Work Statement. We will be available to participate in additional meetings should the City wish to add a contingency budget to the project contract, or authorize additional budget for meeting attendance on an as-needed basis. Cost of the additional meetings will be a factor of whether or not original presentation material is required, whether meetings require an overnight stay in Huntington Beach, and, most importantly, which Team members attend.

Exhibit “B”

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EXHIBIT B

TERMS

This is a time and materials project with a guaranteed maximum fee for completion of the Work Tasks outlined in Exhibit A. Invoicing shall be monthly, based on time and materials costs accrued during the preceding month. The summary of task-by-task costs on the Staffing & Budget spreadsheets on the following pages is provided to indicate the relative proportion of budgeted resources that each task is likely to require. It is provided for informational purposes only and is not intended as a basis for task-by-task contract provisions or invoicing.

FEE SCHEDULE

The following fee schedule is effective as of June 15, 2003. All new projects for both new and return clients will be budgeted using the following rates:

Principal I	\$ 200 per hour
Principal II	\$ 150 per hour
Senior Associate	\$ 120 per hour
Associate	\$ 100 per hour
Graphic Artist	\$ 90 per hour
Project Urban Designer	\$ 80 per hour
Project Landscape Designer	\$ 75 per hour
AutoCAD Operator I	\$ 85 per hour
AutoCAD Operator II	\$ 70 per hour
GIS Operator I	\$ 85 per hour
GIS Operator II	\$ 70 per hour
Draftsman	\$ 65 per hour
Database Operator	\$ 65 per hour
Project Assistant I	\$ 60 per hour
Project Assistant II	\$ 50 per hour
Technical Secretary	\$ 50 per hour
Office Assistant	\$ 30 per hour

SPEAKING FEES (FLAT FEE BASIS)

Principal	\$ 3,500 + travel expenses
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MISCELLANEOUS PROJECT EXPENSES

In addition to hourly rates, the following shall be charged at our standard office rates for expenses incurred when performing professional services on the clients behalf, such as for the following items: document duplication, photography, messenger and courier services, long distance telephone and fax calls, special equipment charges, travel expenses for out-of-office services, reimbursements for sub-consultant fees, governmental plan inspection fees, FTB slide library usage, FTB office database usage, plus other out-of-pocket expenses encountered in the performance of services for the Project.

City of Huntington Beach: Beach Boulevard Revitalization Strategy and Specific Plan
 Freedman Tung & Bottomley: Budget Summary (v.2 revised May 24, 2006)
 (includes Edinger Avenue)

	Total Fees
FTB Professional Fees	\$450,087
FTB Reimbursables including printing final documents	\$49,008
Renderer	\$7,500
FTB Travel	\$18,180
Subtotal - FTB Professional Services:	\$524,775
Allowance for Traffic / Transportation Subconsultant	\$75,000
TOTAL PROJECT BUDGET ESTIMATE:	\$599,775

**City of Huntington Beach: Beach Boulevard Revitalization Strategy and Specific Plan
Freedman Tung & Bottomley: Staffing and Budget Spreadsheet (v.2 revised May 24, 2006)**

Tasks: FTB Only	Principal I		Principal II		Sr Associate		Associate		Urban Designer		Draftsman		Proj Assist II		Total	
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees
PHASE I. CLARIFYING COMMUNITY ASPIRATIONS AND DEFINING OPPORTUNITIES FOR BENEFICIAL CHANGE																
1. Project Start-up																
A. Core Team: Project Kick-Off Meeting and Field Work (incl travel)	12	\$2,400	0	\$0	0	\$0	12	\$1,200	0	\$0	0	\$0	11	\$540		\$4,140
B. Project start-up administration: contact list, city protocols, request materials from City, project setup	2	\$400	0	\$0	0	\$0	6	\$600	0	\$0	0	\$0	3	\$150		\$1,150
C. Sub-consultants: scope refinement, scheduling and start-up administration	2	\$400	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	2	\$120		\$920
2. Existing conditions inventory and basemap preparation																
A. Create project basemaps using electronic files provided by City. Identify project area boundaries for Beach Blvd. and Edinger Ave.	1	\$200	0	\$0	0	\$0	4	\$400	0	\$0	18	\$1,170	5	\$266		\$2,036
B. Field Reconnaissance and Photography	0	\$0	0	\$0	0	\$0	12	\$1,200	20	\$1,600	0	\$0	8	\$420		\$3,220
1) Fieldwork, including photography	1	\$200	0	\$0	0	\$0	2	\$200	0	\$0	6	\$390	2	\$119		\$909
3) Follow-up field work on focused topics: ground-floor uses, auto-related businesses, loading and utility spaces, public spaces, character and identity	0	\$0	12	\$1,440	0	\$0	0	\$0	0	\$0	0	\$0	10	\$486		\$3,726
4) Incorporate additional photography and field work into database	0	\$0	0	\$0	0	\$0	2	\$200	0	\$0	6	\$390	2	\$89		\$679
C. Pattern of Existing and Planned Development (buildings & g.f. uses)	0	\$0	0	\$0	0	\$0	2	\$200	0	\$0	6	\$390	2	\$89		
1) Approved development: receive drawings; add footprints to base map	1	\$200	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	2	\$75		
2) Review current development proposals																
D. Corridor configuration																
1) Receive dimensioned street right-of-way base info from city; prepare diagrams of typical corridor segments	0	\$0	0	\$0	0	\$0	4	\$400	0	\$0	8	\$520	3	\$138		\$1,058
E. Pattern of Land Ownership and Control - receive data from city; incorporate into database	1	\$200	0	\$0	0	\$0	3	\$300	0	\$0	6	\$390	3	\$134		\$1,024
F. Service Issues: loading, delivery, garbage, compile data, diagram findings	0	\$0	0	\$0	0	\$0	3	\$300	0	\$0	8	\$520	2	\$123		\$943
G. Character & Identity																
1) Historic Context - Review documents re: history of the city, corridor	0	\$0	0	\$0	2	\$240	0	\$0	0	\$0	0	\$0	2	\$81		\$621
2) Historic and significant buildings - study inventory from City	0	\$0	0	\$0	2	\$240	0	\$0	0	\$0	0	\$0	1	\$36		\$276
3) Prepare Initial Design Context Collage(s)	0	\$0	0	\$0	3	\$360	2	\$200	0	\$0	8	\$520	3	\$162		\$1,242
H. Mobility, Access & Connectivity																
1) Consult Transportation Subconsultant re: project scope/objectives, status & schedule	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	2	\$90		\$690
2) Review Circulation Element Update materials; coordination re General Plan data and output	4	\$800	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	3	\$150		\$1,150
3) Review info from City: transit, bike routes, volumes, etc.	0	\$0	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	1	\$30		\$230
4) Patterns of streets and blocks- prepare diagrams based on aerial	0	\$0	3	\$450	0	\$0	4	\$400	6	\$480	0	\$0	4	\$200		\$1,530
I. Utility Infrastructure : consult with City Engineer, review data re underground/overhead utilities, potential limiting factors	0	\$0	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	1	\$30		\$230
J. Environmental/Ecological Factors: Review reports on brownfield sites if applicable, review data on other environmental factors	2	\$400	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	2	\$120		\$920
3. Analysis of Existing Conditions																
A. Rev/rev existing / previous planning studies incl Edinger, city-wide, other	2	\$400	0	\$0	0	\$0	8	\$800	4	\$320	0	\$0	5	\$228		\$1,748
B. Prepare Diagrams Analyzing Existing Conditions	4	\$800	3	\$450	0	\$0	3	\$300	8	\$640	0	\$0	7	\$329		\$2,519
1) City Context and Structure of Adjoining Neighborhoods	2	\$400	2	\$300	0	\$0	2	\$200	4	\$320	0	\$0	4	\$183		\$1,403
2) Public Open Space	2	\$400	2	\$300	0	\$0	2	\$200	4	\$320	0	\$0	4	\$183		\$1,403
3) Auto-Related Businesses and Auto-Serving Surfaces	4	\$800	4	\$600	0	\$0	4	\$400	8	\$640	0	\$0	7	\$366		\$2,806
4) Composite Analysis - Strategy Opportunities																
C. Market Opportunities & Constraints																
1) Consult Economist regarding initial findings	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	2	\$90		\$690
2) Consult Economist regarding Strategy Opportunities	2	\$400	0	\$0	0	\$0	1	\$100	0	\$0	0	\$0	2	\$75		\$575

Budget v.2
includes Edinger Ave

March 24, 2006

**City of Huntington Beach: Beach Boulevard Revitalization Strategy and Specific Plan
Freedman Tung & Bottomley: Staffing and Budget Spreadsheet (v.2 revised May 24, 2006)**
(includes Edinger Avenue)

Tasks: FTB Only	Principal I		Principal II		Sr. Associate		Associate		Urban Designer		Draftsman		Proj Assist II		Total	
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees
D. Vulnerability to change																
1) Meet with Economist on site: assess apparent vulnerability (incl. travel)	12	\$2,400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	7	\$360		\$2,760
2) Map apparent opportunity sites; forward to City, Economic and Traffic consultants	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	10	\$650	4	\$188		\$1,438
3) Consult City Staff, Economic and Traffic Consultants regarding map of vulnerable sites	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	2	\$90		\$890
5) Make modifications to map in response to comments	1	\$200	0	\$0	0	\$0	1	\$100	0	\$0	2	\$130	1	\$65		\$495
E. Development Pattern analysis (building disposition/type; parking; parcel)																
1) Telephone call with economist regarding retail-driven development in corridor, city and region																
2) Diagram corridor development types; highlight retail driven development	3	\$600	3	\$450	0	\$0	10	\$1,000	0	\$0	18	\$1,170	10	\$483		\$3,703
3) Diagram relationship of corridor retail to city and regional retail	2	\$400	3	\$450	0	\$0	4	\$400	0	\$0	6	\$390	5	\$246		\$1,886
F. Consult with Transportation Subconsultant																
1) Prepare memo with key questions about Beach Blvd. and Edinger Ave.	3	\$600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$90		\$690
2) Review response; teleconference	2	\$400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$60		\$460
3) Discuss OCTA, Caltrans policies, plans and capabilities	2	\$400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$60		\$460
G. Summary: Patterns of Development and Change; Opportunity for Strategic City Action (diagram)	3	\$600	4	\$600	0	\$0	6	\$600	16	\$1,280	0	\$0	9	\$462		\$3,542
4. Core Team Session: Existing Conditions Inventory & Analysis (includes travel)	12	\$2,400	0	\$0	0	\$0	12	\$1,200	0	\$0	0	\$0	11	\$540		\$4,140
A. Stakeholder Meetings (includes travel) - budget indep. Trip	10	\$2,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$300		\$2,300
5. Community Workshop #1 - Community Aspirations and Opportunities for Beneficial Change																
A. Prep workshop presentation/materials, coordinate logistics with City Staff	8	\$1,600	0	\$0	0	\$0	8	\$800	8	\$640	0	\$0	9	\$456		\$3,496
B. Attend, set-up, facilitate community workshop #1 (incl travel)	24	\$4,800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$720		\$5,520
C. Workshop follow-up (record comments, update database, phone call w/staff)	2	\$400	0	\$0	0	\$0	5	\$500	0	\$0	0	\$0	3	\$135		\$1,035
5. Phase I Project Management	4	\$800	0	\$0	0	\$0	16	\$1,600	0	\$0	0	\$0	7	\$360		\$2,760
Subtotal	138	\$6,800	36	\$3,600	19	\$1,900	166	\$1,660	78	\$7,800	102	\$10,200	197	\$9,855		\$73,209
PHASE II: ENVISIONING THE FUTURE CORRIDOR: PLAN CONCEPT AND STRATEGY DEVELOPMENT																
1. Corridor Frontage: "Broad-Brush" Alternatives and Tradeoffs																
A. Develop and illustrate alternative land use and urban design options (includes consultation with Economic and Traffic Consultants)	16	\$3,200	8	\$1,200	0	\$0	20	\$2,000	20	\$1,600	24	\$1,560	29	\$1,434		\$10,994
B. Assemble relevant photos of equivalent potential development types	0	\$0	0	\$0	0	\$0	2	\$200	6	\$480	0	\$0	1	\$30		\$230
C. Prepare "thorny issue" questions and accompanying diagrams	2	\$400	0	\$0	0	\$0	4	\$400	6	\$480	0	\$0	4	\$192		\$1,472
2. Community Workshop #2: "Broad-Brush" Alternatives & Tradeoffs																
A. Prepare workshop presentation and materials, coordinate logistics w/City	6	\$1,200	0	\$0	0	\$0	8	\$800	0	\$0	8	\$520	8	\$378		\$2,898
B. Conference call with City Staff to review Community Workshop Materials	3	\$600	0	\$0	0	\$0	3	\$300	0	\$0	2	\$150	3	\$155		\$1,185
C. Finalize workshop materials	2	\$400	0	\$0	0	\$0	6	\$600	0	\$0	8	\$520	5	\$228		\$1,748
D. Attend, set-up, facilitate community workshop #2 (incl travel); record comments and update database following workshop	12	\$2,400	0	\$0	0	\$0	15	\$1,500	2	\$160	0	\$0	12	\$609		\$4,669
3. Core Team Charette (with City Staff & Consultants): Broad-Brush Alternatives																
A. Logistics; Prepare charette basemaps & other materials; photo-repro as needed	1	\$200	0	\$0	0	\$0	6	\$600	0	\$0	16	\$1,040	6	\$276		\$2,116
B. Charette participation (includes travel)	24	\$4,800	12	\$1,800	0	\$0	12	\$1,200	0	\$0	0	\$0	23	\$1,170		\$8,970
4. Prepare Strategy and Plan Material Using Charette Outcomes																
A. Format and touch up charette products; scan and prepare image files	0	\$0	0	\$0	0	\$0	3	\$300	0	\$0	16	\$1,040	4	\$201		\$1,541
B. Follow up with Economics and Traffic Consultants	3	\$600	0	\$0	0	\$0	5	\$500	0	\$0	0	\$0	3	\$165		\$1,265
C. Develop Design and Strategy Concepts and Regulated Graphics																
1) corridor-wide scale: differentiation of segments (annotated plan)	4	\$800	4	\$600	0	\$0	6	\$600	12	\$960	0	\$0	9	\$444		\$3,404
2) corridor-wide scale: edge/width of change areas (plan boundaries)	4	\$800	4	\$600	0	\$0	6	\$600	12	\$960	0	\$0	9	\$444		\$3,404
3) corridor scale: envisioned cross-sections across study area	4	\$800	4	\$600	0	\$0	8	\$800	16	\$1,280	0	\$0	10	\$522		\$4,002
4) site-scale: catalyst opportunity site concepts (plan views: up to five sites)	4	\$800	4	\$600	0	\$0	24	\$2,400	28	\$2,240	0	\$0	18	\$906		\$6,946
5) street scale: design opportunities (cross-sections)	3	\$600	4	\$600	0	\$0	16	\$1,600	16	\$1,280	0	\$0	12	\$612		\$4,692

Budget v.2
includes Edinger Ave

**City of Huntington Beach: Beach Boulevard Revitalization Strategy and Specific Plan
Freedman Tung & Bottomley: Staffing and Budget Spreadsheet (v.2 revised May 24, 2006
(includes Edinger Avenue)**

Tasks: FTB Only	Principal I		Principal II		Sr Associate		Associate		Urban Designer		Draftsman		Prof Asst/II		Total Fees
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	
D. Assemble photographs corresponding to charrette solutions	3	\$600	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	3	\$150	\$1,150
5. Community Workshop #3: Future Corridor															
A. Prepare workshop presentation and materials, coordinate logistics w City	8	\$1,600	0	\$0	0	\$0	8	\$800	0	\$0	8	\$520	9	\$458	\$3,358
B. Core Team Review Session in Huntington Beach (same day as workshop)	3	\$600	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	3	\$135	\$1,035
C. Attend, set-up, facilitate community workshop #2 (incl travel)	12	\$2,400	0	\$0	0	\$0	12	\$1,200	0	\$0	0	\$0	11	\$540	\$4,140
D. Workshop follow-up (record comments, update database, call with City staff)	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	2	\$90	\$690
6. Core Team Charrette: Specifications for New Development - Policy Essentials															
A. Charrette logistics and scheduling including base maps, photos and charrette packets	2	\$400	0	\$0	0	\$0	10	\$1,000	0	\$0	16	\$1,040	7	\$366	\$2,806
B. Charrette participation (includes travel)	24	\$4,800	12	\$1,800	0	\$0	12	\$1,200	0	\$0	0	\$0	23	\$1,170	\$8,970
C. Charrette follow-up: photography, scanning and formatting	1	\$200	0	\$0	0	\$0	3	\$300	0	\$0	8	\$520	3	\$153	\$1,173
7. Policy Framework: Refine and Follow up on Charrette Products															
A. Revitalization Strategy Diagram (on corridor base map; annotated)	6	\$1,200	4	\$600	0	\$0	6	\$600	0	\$0	8	\$520	9	\$458	\$3,358
B. Corridor Segments/Districts Policy Diagram (on parcel map; annotated)	3	\$600	4	\$600	0	\$0	6	\$600	0	\$0	8	\$520	7	\$348	\$2,668
C. Building Height Options Diagrams	2	\$400	2	\$300	0	\$0	10	\$1,000	2	\$160	20	\$1,300	9	\$474	\$3,634
D. Annotated diagrams describing land use policy recommendations	4	\$800	4	\$600	0	\$0	6	\$600	2	\$160	16	\$1,040	10	\$480	\$3,680
E. Annotated diagrams depicting recommended design standards	2	\$400	4	\$600	0	\$0	10	\$1,000	0	\$0	12	\$780	8	\$417	\$3,197
8. Development Prototypes															
A. Prepare revised corridor land use & urban design concept diagram (Beach Blvd. & Edinger)	3	\$600	4	\$600	0	\$0	2	\$200	12	\$960	0	\$0	7	\$354	\$2,714
B. Development prototype (plan & elevation) larger property (Beach Blvd. & Edinger)	2	\$400	8	\$1,200	18	\$2,160	2	\$200	18	\$1,440	0	\$0	16	\$810	\$6,210
C. Development prototype (plan & elevation): smaller or shallower property (Beach Blvd. & Edinger)	2	\$400	8	\$1,200	18	\$2,160	2	\$200	18	\$1,440	0	\$0	16	\$810	\$6,210
D. Prepare sketch of some portion of envisioned future corridor frontage (Beach Blvd. & Edinger)	2	\$400	4	\$600	24	\$2,680	2	\$200	18	\$1,440	0	\$0	17	\$828	\$6,348
9. Community Workshop #4: Specifications for New Development															
A. Prepare presentation & materials, coordinate logistics with City Staff	8	\$1,600	0	\$0	0	\$0	8	\$800	0	\$0	8	\$520	9	\$458	\$3,358
B. City Staff Review Session in Huntington Beach (same day as workshop)	4	\$800	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	4	\$180	\$1,380
C. Attend, set-up, facilitate community workshop #4 (incl travel)	24	\$4,800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$720	\$5,520
D. Workshop follow-up (record comments, update database)	0	\$0	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	1	\$45	\$345
10. Prepare material for presentation at City Council Study Session															
A. Study Session Preparation with City Staff	3	\$600	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	3	\$135	\$1,035
1) Prepare outline of materials for Study Sessions; conf. call to present	2	\$400	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	2	\$90	\$690
2) Revise outline per staff recommendations	2	\$400	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	2	\$105	\$805
3) Conference call to review Study Session Materials	2	\$400	0	\$0	0	\$0	16	\$1,600	0	\$0	16	\$1,040	10	\$479	\$3,669
B. Modify/refine diagrams and illustrations per workshop and City Staff input	2	\$400	2	\$300	0	\$0	2	\$200	2	\$160	0	\$0	3	\$159	\$1,219
1) Revitalization Strategy Diagram	2	\$400	2	\$300	0	\$0	16	\$1,600	0	\$0	40	\$2,600	17	\$825	\$6,325
2) Envisioned Long - Term (illustrative plan view)	2	\$400	4	\$600	0	\$0	4	\$400	0	\$0	12	\$780	7	\$327	\$2,507
3) Envisioned Mid - Term (illustrative plan view)	2	\$400	4	\$600	0	\$0	4	\$400	0	\$0	12	\$780	7	\$327	\$2,507
4) Envisioned Catalyst Projects (illustrative plan view)	2	\$400	4	\$600	20	\$2,400	2	\$200	16	\$1,280	0	\$0	15	\$732	\$5,612
5) Development prototypes and building character sketch modifications	3	\$600	4	\$600	0	\$0	6	\$600	0	\$0	16	\$1,040	9	\$428	\$3,268
6) Recommended Capital Improvement Projects: street design	2	\$400	4	\$600	0	\$0	6	\$600	0	\$0	8	\$520	6	\$318	\$2,438
7) Public Space: existing vs. envisioned future	2	\$400	4	\$600	0	\$0	6	\$600	0	\$0	8	\$520	6	\$318	\$2,438
8) Zoning: Existing vs. Recommended	2	\$400	4	\$600	0	\$0	6	\$600	0	\$0	8	\$520	6	\$318	\$2,438
9) Rendering of key portions (up to 2) of envisioned future corridor frontage	4	\$800	6	\$900	36	\$4,320	4	\$400	29	\$2,320	4	\$260	27	\$1,350	\$10,350
11. Joint City Council & Planning Commission Study Sessions (2)															
A. Prepare presentations	10	\$2,000	0	\$0	0	\$0	4	\$400	12	\$960	0	\$0	10	\$504	\$3,864
B. Attend Study Sessions: Presentation, q&a, discussion, record direction	12	\$2,400	12	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0	13	\$630	\$4,830
C. Allowance for follow-up research and modifications per City Council	4	\$800	8	\$1,200	0	\$0	16	\$1,600	16	\$1,280	8	\$520	16	\$810	\$6,210
12. Complete Plan Concept Level - Modify/refine Final Phase III Deliv.															
A. Phase II Project Management	10	\$2,000	0	\$0	0	\$0	12	\$1,200	0	\$0	8	\$520	9	\$444	\$3,404
Subtotal	273		157		116		373		271		326		519		\$197,524

Budget v.2
includes Edinger Ave

**City of Huntington Beach: Beach Boulevard Revitalization Strategy and Specific Plan
Freedman Tung & Bottomley: Staffing and Budget Spreadsheet (v.2 revised May 24, 2006)
(Includes Edlinger Avenue)**

Tasks: FTB Only	Principal I		Principal II		Sr Associate		Associate		Urban Designer		Draftsman		Proj Assist. II		Total	
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees
PHASE III: IMPLEMENTING COMMUNITY INTENT: THE SPECIFIC PLAN																
1. Develop Coding System																
A. Develop proposed primary organizing system for regulatory policies	4	\$800	4	\$600	0	\$0	8	\$800	0	\$0	0	\$0	7	\$330	22	\$2,530
B. Prepare charts and diagrams for primary regulatory controls	1	\$200	12	\$1,800	0	\$0	16	\$1,600	40	\$3,200	0	\$0	20	\$1,020	83	\$7,620
C. Working Session with Planning Staff (incl. travel)	12	\$2,400	12	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0	13	\$630	47	\$4,830
2. Coordination with EIR effort																
A. Prepare "Likely Plan Buildout" development scenarios for EIR analysis	2	\$400	2	\$300	0	\$0	8	\$800	24	\$1,920	0	\$0	10	\$513	46	\$3,933
B. Coord. Mtg. w/ City Staff, EIR Consultant re: Alternatives for EIR (same day as coding system working session)	4	\$800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$120	6	\$920
C. Discussions as needed with EIR Consultant	2	\$400	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	2	\$120	4	\$920
3. Prepare Administrative Review Draft Downtown Specific Plan A. Consultation as needed with City Staff, Economics and Transportation consultants regarding Specific Plan contents; resolution of outstanding issues	8	\$1,600	4	\$600	4	\$480	10	\$1,000	0	\$0	0	\$0	11	\$552	27	\$4,232
A. Book I: Community Intent																
1) Authority	1	\$200	0	\$0	0	\$0	2	\$200	0	\$0	0	\$0	1	\$60	4	\$460
2) Orienting Sections	1	\$200	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	2	\$90	7	\$690
3) Purpose, Plan Goals & Objectives	4	\$800	0	\$0	0	\$0	6	\$600	0	\$0	0	\$0	4	\$210	14	\$1,610
4) Corridor Revitalization Strategy	6	\$1,200	0	\$0	0	\$0	20	\$2,000	0	\$0	0	\$0	10	\$480	36	\$3,680
5) The Envisioned Future Corridor	6	\$1,200	0	\$0	0	\$0	12	\$1,200	0	\$0	0	\$0	7	\$360	25	\$2,760
B. Book II: Development Regulations																
1) Orientation / Applicability	1	\$200	0	\$0	0	\$0	3	\$300	0	\$0	0	\$0	2	\$75	6	\$575
2) Site Development Standards	6	\$1,200	40	\$6,000	0	\$0	80	\$8,000	0	\$0	32	\$2,080	52	\$2,592	138	\$19,872
3) Street and Open Space Standards & Guidelines	4	\$800	16	\$2,400	0	\$0	40	\$4,000	0	\$0	20	\$1,300	28	\$1,275	84	\$9,775
4) Parking Standards & Guidelines (in collaboration)	4	\$800	8	\$1,200	0	\$0	16	\$1,600	0	\$0	16	\$1,040	14	\$696	42	\$6,336
5) Architectural Standards & Design Guidelines	18	\$3,600	8	\$1,200	0	\$0	32	\$3,200	0	\$0	40	\$2,600	32	\$1,590	108	\$12,190
6) Signage Standards & Guidelines	4	\$800	4	\$600	0	\$0	16	\$1,600	0	\$0	16	\$1,040	12	\$606	52	\$4,646
C. Book III: City Actions (includes CIP's, Parking, Mobility, Utilities, Implementation)																
1) Portions drafted by FTB	2	\$400	4	\$600	0	\$0	24	\$2,400	0	\$0	40	\$2,600	18	\$900	88	\$6,900
2) Review portions drafted by sub-consultants, City Staff	2	\$400	6	\$900	0	\$0	16	\$1,600	0	\$0	0	\$0	9	\$435	33	\$3,335
D. Appendices	0	\$0	2	\$300	0	\$0	8	\$800	0	\$0	20	\$1,300	7	\$360	37	\$2,760
E. Document Design and Formatting																
1) Cover Design; prep electronic file	0	\$0	0	\$0	0	\$0	1	\$100	12	\$960	0	\$0	3	\$159	15	\$1,219
2) Document Design and formatting	0	\$0	0	\$0	0	\$0	6	\$600	28	\$2,240	0	\$0	9	\$426	37	\$3,266
3) Annotate and format full page graphic illustrations	1	\$200	0	\$0	0	\$0	8	\$800	12	\$960	28	\$1,820	11	\$567	52	\$4,347
4) Document production: electronic files and hard copy master and repro	0	\$0	0	\$0	0	\$0	4	\$400	12	\$960	16	\$1,040	7	\$360	35	\$2,760
4. Plan Orientation Session with Planning Staff (incl. travel)	12	\$2,400	12	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0	13	\$630	47	\$4,830
5. City Staff Review of Administrative Draft Specific Plan																
A. Specific Plan draft review mtg. w/ City Staff and Project team (incl. travel)	12	\$2,400	12	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0	13	\$630	47	\$4,830
B. Receive single marked-up copy with City edits; tel. or video conf. follow-up	2	\$400	2	\$300	0	\$0	2	\$200	0	\$0	0	\$0	3	\$135	9	\$1,035
6. Prepare Public Review Draft Specific Plan document																
A. Modify text, illustrations as directed by City Staff	4	\$800	12	\$1,800	12	\$1,440	24	\$2,400	0	\$0	56	\$3,640	30	\$1,512	126	\$11,592
B. Modify cover design as requested	0	\$0	0	\$0	0	\$0	0	\$0	8	\$640	0	\$0	2	\$98	10	\$736
C. Incorporate pictures; captions (not in Book II - Regulatory Portion)	0	\$0	3	\$450	0	\$0	6	\$600	16	\$1,280	0	\$0	7	\$350	26	\$2,680
D. Adjust electronic formatting and paste-up	0	\$0	0	\$0	0	\$0	6	\$600	24	\$1,920	0	\$0	8	\$378	38	\$2,898
E. City Staff telephone Q&A, Coordination, last-minute issues	2	\$400	2	\$300	0	\$0	2	\$200	0	\$0	0	\$0	3	\$135	9	\$1,035
F. Final edits; prepare final camera-ready document; coordinate photo-repro	0	\$0	0	\$0	0	\$0	3	\$300	8	\$640	0	\$0	3	\$141	14	\$1,081
G. Forward camera-ready document, PDF Msr file and copies to City, Subs	0	\$0	0	\$0	0	\$0	2	\$200	2	\$160	0	\$0	1	\$54	5	\$414
7. Coordination with EIR consultant																
A. Receive/review draft EIR	2	\$400	0	\$0	0	\$0	8	\$800	0	\$0	0	\$0	4	\$180	14	\$1,380
B. Attend EIR coordination session (incl. travel)	0	\$0	0	\$0	0	\$0	12	\$1,200	0	\$0	0	\$0	4	\$180	16	\$1,380
C. Review modified draft EIR	2	\$400	0	\$0	0	\$0	6	\$600	0	\$0	0	\$0	3	\$150	11	\$1,150

Budget v.2
includes Edlinger Ave

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

liability not less than the amount shown.

General Liability Only: The City of Huntington Beach are named as additional insured but only as respects to liability arising out of the named insureds operations.

**LIABILITY COVERAGE ENHANCEMENT
ARCHITECTS AND ENGINEERS
ENDORSEMENT**

Name Insured: Freedman Tung & Bottomley	Policy No: BK01858987
Additional Insured: The City of Huntington Beach.	

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) "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 contact or agreement;

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

- (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

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.

- (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.

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;

- 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.

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:

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

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.:**

5. The following replaces SECTION IV. CONDITIONS, 5. "Other Insurance," a. Primary Insurance, (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 an "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."

(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 addition insured under SECTION II. WHO IS AN INSURED, 2.:

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

- 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.

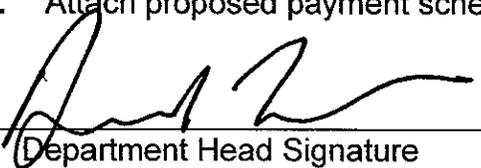
NOTICE OF CANCELLATION: If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insureds on file with the company. If we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional insureds on file with the company.

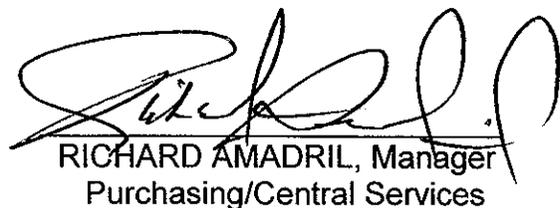


CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification

1. Date: July 19, 2006
2. Department: Planning
3. Requested by: Chris Davis
4. Name of consultant: Freedman, Tung and Bottomley, Inc.
5. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
6. Amount of the contract: \$599,775
7. Are sufficient funds available to fund this contract?¹ Yes No
8. Company number and object code where funds are budgeted: 10060201.69365,
9. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ Yes No
10. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
 Yes, No
11. Were (at least) informal written proposals requested of three consultants?
 Yes, No Explanation:
12. Attach list of consultants from whom proposals were requested (including a contact telephone number).
13. Attach proposed scope of work.
14. Attach proposed payment schedule.


Department Head Signature


RICHARD AMADRIL, Manager
Purchasing/Central Services

1.If the answer to any these questions is "No," the contract will require approval from the City Council.

Consultant List: Beach Boulevard RFP

Date Sent: February 27, 2006

Deadline: March 24, 2006

Freedman, Tung and Bottomley
Ms. Ellen Greenberg
74 New Montgomery Street, Suite 300
San Francisco, California 94105

The Planning Associates
J. David Kennon
3151 Airway Avenue, Suite R-1
Costa Mesa, CA 92626

Torti-Gallas and Partners
Mr. Neal Payton
523 West 6th Street, Suite 212
Los Angeles, CA 90014

ATTACHMENT #2

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PROFESSIONAL SERVICES CONTRACT BETWEEN
 THE REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH
 AND ROSENOW SPEVACEK GROUP, INC. FOR PREPARATION
 OF AN ECONOMIC REVITALIZATION PLAN FOR THE
 BEACH BOULEVARD AND EDINGER CORRIDORS

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH
AND ROSENOW SPEVACEK GROUP, INC. FOR PREPARATION
OF AN ECONOMIC REVITALIZATION PLAN FOR THE
BEACH BOULEVARD AND EDINGER CORRIDORS

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 ROSENOW SPEVACEK GROUP, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, AGENCY desires to engage the services of a consultant to prepare an economic revitalization plan for the Beach Boulevard and Edinger Corridors; 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 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 John Yonai and Tim Mulrenan 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 as soon as practicable after the execution of this Agreement by AGENCY (the "Commencement Date"). This Agreement shall expire on August 7, 2008, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two years from the Commencement Date of this Agreement. These times may be extended with the written permission of AGENCY. 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 AGENCY and CONSULTANT.

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 One Hundred Sixty Two Thousand Two Hundred and Sixty Dollars (\$162,260.00).

5. EXTRA WORK

In the event AGENCY 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 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 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 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

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, 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 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 AGENCY. CONSULTANT will conduct all defense at its sole cost and expense and AGENCY 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.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to AGENCY 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, "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 CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this 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. AGENCY 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 AGENCY:

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

TO CONSULTANT:

John Yonai
Rosenow Spevacek Group, Inc.
309 West 4th Street
Santa Ana, CA 92701-4502

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 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 the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing 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. 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.

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

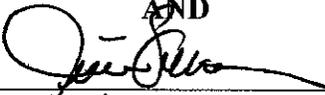
ROSENOW SPEVACEK GROUP, INC.

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

By: 
KATHLEEN ROSENOW
print name

Chairman

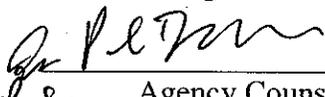
ITS: (circle one) Chairman/President/Vice President
CEO

AND
By: 
Jim Simon
print name

Agency Clerk

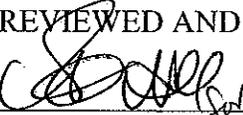
ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

APPROVED AS TO FORM:

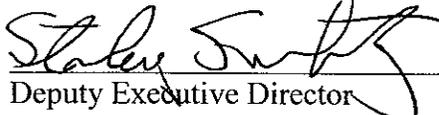
 8/4/06
Agency Counsel
7/21/06

KE
7/21/06
8/1/06

REVIEWED AND APPROVED:


Executive Director

INITIATED AND APPROVED:


Deputy Executive Director

**INTENTIONALLY
LEFT
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EXHIBIT "A"

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

Rosenow Spevacek Group Inc. ("RSG") will review the Edinger and Beach Corridors and: (1) recommend initiatives to improve marketing and outreach with businesses and property owners, (2) suggest priorities for public infrastructure and facilities capital improvements; (3) advise on the investment of General Fund and other revenues to the extent appropriate to facilitate the implementation of revitalization goals; (4) within the context of market demand, recommend alterations to land use designations and policies; and (5) recommend other activities and initiatives to stimulate economic activity and development within these corridors that will be beneficial to the corridors and the City.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Task No.	Scope of Service	Time Frame
1.	Coordinate with the Concord Group on research, investigation, and documentation to develop an economic strategy for revitalizing each study area within the broader citywide economics.	5 weeks
2.	Coordinate with the Concord Group to review economic data including taxable sales, property tax data, and other financial records from businesses within and proximate to the study areas to be analyzed and summarized into a report.	3 weeks
3.	Be able to participate as part of an integrated team consisting of community stakeholders, city staff, and the urban design firm. For the short term, identify immediate opportunities.	Ongoing
4.	Coordinate with the Concord Group to prepare a market study for each corridor. Include a discussion about current building forms and industry trends in terms of physical space. Include a fiscal analysis of multi-family (mixed use) housing to demonstrate how residential could work on these two major streets. Include an analysis of commercial development and relationship to housing.	5 weeks
5.	Develop economic strategies including short-term and long-term strategies, including possible incentives for private investment within the study areas.	3 weeks
6.	Provide for funding strategies to create or improve infrastructure within the study areas.	3 weeks
7.	Assist Freeman, Tung and Bottomley (FTB) in prioritizing site-specific opportunities for economic revitalization, and recommend specific types of users for each corridor and provide sample pro-forma analysis for those uses.	Ongoing

EXHIBIT "A"

8. Be able to participate as part of an integrated team consisting of community stakeholders, city staff, and the urban design firm. **Ongoing**
9. Provide a final report for each study area that is copy ready and prepared as an electronic document that can be posted on the City's website. The documents must be electronically indexed and searchable in a Microsoft Word format. **4 weeks**

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Coordinating and attending meetings and workshops with various stakeholders,
2. Providing information required for the assignment,
3. Providing contact information for parties to be included as part of the assignment,
4. Providing feedback on recommendations and findings,
5. Advising RSG on the political, financial, land use, and other possible aspects of the City environment that will impact the success of possible initiatives.

D. WORK PROGRAM/PROJECT SCHEDULE:

RSG anticipates completing this assignment as early as 6 months, and as late as 9 months, from receiving the assignment, depending upon the number of meetings, availability of stakeholders, and responsiveness of the outside parties contributing to the assignment. A more detailed list of the estimated schedule by task is included in Consultant's Duties and Responsibilities above.

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:

Principal/Director	\$185
Senior Associate	\$150
Associate.....	\$130
Senior Analyst	\$105
Analyst.....	\$ 95
Research Assistant	\$ 85
Word Processor/Graphic Artist.....	\$ 65
Clerical	\$ 55
Reimbursables	Cost Plus 10%

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 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.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

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.
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

EXHIBIT "B"

Payment Schedule (Hourly Payment)

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.

CM



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

JUL 20 2006

City of Huntington Beach
City Attorney's Office

1. Requested by: Doris Powell, Economic Development
2. Date: July 20, 2006
3. Name of contractor/permittee: Rosenow Spevacek Group Inc.
4. Description of work to be performed: Provide economic analysis services to the city
5. Value and length of contract: \$162,260; August 7, 2006 - August 7, 2008
6. Waiver/modification request: \$10,000 retention/professional liability insurance
7. Reason for request and why it should be granted: unable to comply with the city's zero deductible/SIR insurances requirement
8. Identify the risks to the City in approving this waiver/modification: None

Department Head Signature

July 20, 2006

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. **Risk Management**

Approved Denied

Signature

7/20/06
Date

2. **City Attorney's Office**

Approved Denied

Signature

7/24/06
Date

3. **City Administrator's Office**

Approved Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification

1. Date: July 20, 2006
2. Department: Economic Development
3. Requested by: Doris Powell
4. Name of consultant: Rosenow Spevacek Group Inc.
5. Attach the written statement of the specification, conditions and other requirements for the requested services that was provided to solicited consultants in your answer to 11 of this form.
6. Amount of the contract: \$162,260 ✓
7. Are sufficient funds available to fund this contract?¹ Yes No
8. Company number and object code where funds are budgeted: 305.80101,
9. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ Yes No
10. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
 Yes, No
11. Were (at least) informal written proposals requested of three consultants?
 Yes, No Explanation:
12. Attach list of consultants from whom proposals were requested (including a contact telephone number). ✓
13. Attach proposed scope of work.
14. Attach proposed payment schedule.

Department Head Signature

RICHARD AMADRIL, Manager
Purchasing/Central Services

**Economic Development Department
Economic Analysis RFP – May 2006
Beach Blvd / Edinger Corridor
Economic Development Revitalization Strategy
RFP DISTRIBUTION**

Frank Spevacek
Rosenow Spevacek Group, Inc.
217 North Main Street, Ste. 300
Santa Ana, CA 92701-4822
Phone: (714) 541-4585
Fax: (714) 836-1748
spevacek@aol.com

Lynn Sedway
The Sedway Group
505 Montgomery Street Ste 600
San Francisco, CA 94111
(415) 781-8900

Mr. Jim Rabe
Keyser Marston Associates, Inc.
500 S. Grand Avenue, #1480
Los Angeles, CA 90071
Phone: (213) 622-98095

Mr. David Wilcox
Economics Research Associates
10990 Wilshire Blvd, Ste. 1500
Los Angeles, CA 90024
(310) 477-9585

Request for Proposals

Economic Revitalization Strategic Plan

Beach Boulevard Corridor

And

Edinger Corridor



City of Huntington Beach
Economic Development Department
2000 Main Street, 5th Floor
Huntington Beach, CA 92648
Stanley Smalewitz, Director
(714) 536-5582

Proposals Due Friday, June 2, 2006, 4:00 pm

Introduction

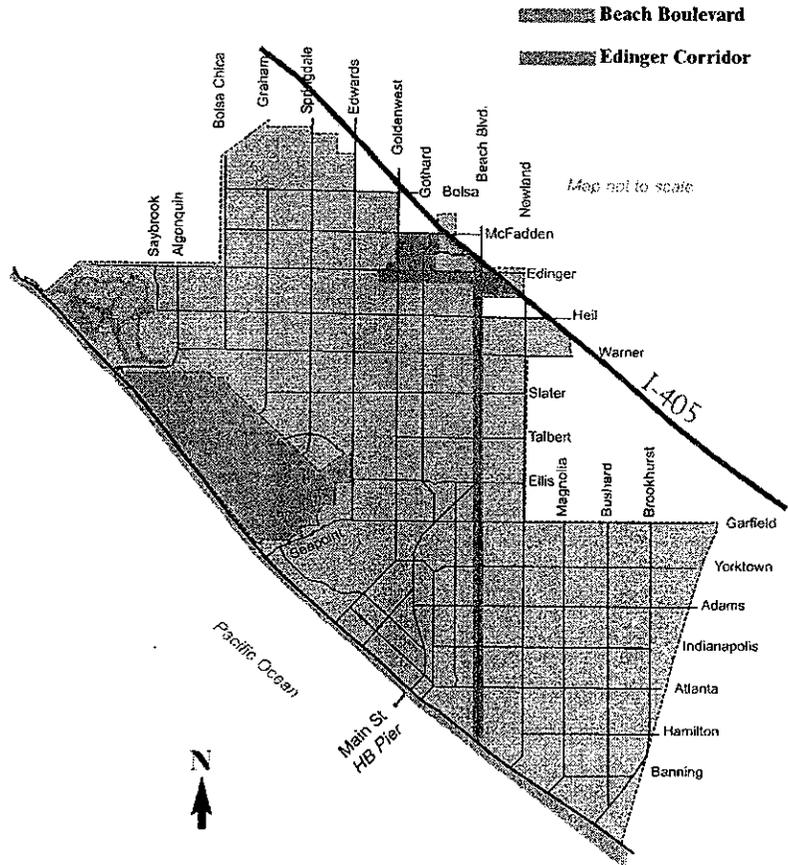
This RFP has two components that will result in an Economic Development Revitalization Strategic Plan for two important corridors: 1) Beach Boulevard and 2) Edinger Corridor. The Economic Development Revitalization Strategic Plan will support the rationale for possible land-use intensification and/or recommend a change of use based upon economic trends and community goals. Within citywide economics, the economic analysis for these two corridors needs to be tied together given their direct relationship.

Beach Boulevard

In September 2005, a workshop was held with the City Council and staff on Beach Boulevard planning and revitalization. In February 2006, a Request for Proposals (RFP) was issued to select a consultant to formulate a study of Beach Boulevard that would develop a clear and comprehensive strategy to maximize the utility of Beach Boulevard. A firm will be selected to study land-use, mobility functions, and integration with surrounding neighborhoods, as well as proposing implementation tools for use in defining the City's vision and instigating change.

Beach Boulevard is a primary north-south entry to the City for residents, shoppers and visitors. As State Route 39, Beach Boulevard is a six-mile, six-lane divided thoroughfare that is home to the majority of the City's revenue generating uses, from the redeveloped Bella Terra commercial center, to the destination resort hotels along Pacific Coast Highway.

Although new development along Beach Boulevard has remained consistent with the City's General Plan and Zoning Code, efforts to create a unique vision for Beach Boulevard have not been realized. Beach Boulevard lacks continuity and identification. Auto dealerships predominate the boulevard where smaller retail centers, medical facilities, residential, and underutilized properties are also located. Public improvements such as sidewalks are missing where there are either vacant or older developments.



Edinger Corridor

In 2000, the City Council approved this corridor as an important economic area for the City. A Specific Plan was drafted for the area, but due to recent discussions desiring increased intensification along the corridor, it is necessary to re-issue an RFP for that effort. As background, the economic study done in 2001 will be made available to the selected firm. The Draft Edinger Corridor Specific Plan is available on the City's website at: http://www.surfcity-hb.org/citydepartments/ED/current_projects/planning.cfm

The Edinger Corridor encompasses approximately 242.8± acres in the northeastern section of the City of Huntington Beach, adjacent to the City of Westminster and southwest of the San Diego Freeway (I-405). Surrounding land uses include single and multiple family residential developments, and retail development along Edinger and Beach Boulevard. A part of the corridor is within the Huntington Beach Redevelopment Project Area, Huntington Center sub-area. The newly developed Bella Terra entertainment/retail center is an economic cornerstone located at Beach Boulevard and Edinger is within The Crossings Specific Plan and within the redevelopment area. Although the Edinger Corridor excludes Bella Terra, the City desires that the economic and design influences of Bella Terra impact the surrounding area. The Edinger Corridor study area might be reconfigured before the start of the consultant's study.

Objectives:

The initial objectives of the Economic Development Revitalization Strategic Plan is to ensure that the City is doing everything it can to encourage private sector investment and success for these two corridors. The objectives for the study include:

1. Initiatives to improve marketing and outreach with businesses and property owners;
2. Prioritization of capital improvements (public infrastructure and facilities);
3. Investment of General Fund and other revenues to the extent appropriate to facilitate the implementation of revitalization goals;
4. In context of market demand, recommend alterations to land use designations and policies;
5. Other activities and initiatives as identified by the consultant team.

Scope of Services

At a minimum, the selected firm shall prepare a proposal that provides the services below for each study area, providing separate cost estimates for each: 1) Beach Boulevard and 2) Edinger Corridor. Any additional services outside those itemized should include a rationale for their pertinence to the objectives for this project.

1. Perform necessary research, investigation and documentation to develop an economic strategy for revitalizing each study area within the broader citywide economics.

2. Review economic data including taxable sales, property tax data and other financial records from businesses within and proximate to the study areas to be analyzed and summarized into a report.
3. Be able to participate as part of an integrated team consisting of community stakeholders, city staff and the urban design firm. For the short-term, identify immediate opportunities.
4. Prepare a Market Study for each corridor. Include a discussion about current building forms and industry trends in terms of physical space. Include a fiscal analysis of multi-family (mixed use) housing to demonstrate how residential could work on these two major streets.
5. Develop Economic Strategies including short-term and long-term strategies, including possible incentives for private investment within the study areas.
6. Provide for funding strategies to create or improve infrastructure within the study areas.
7. Assist in prioritizing site-specific opportunities for economic revitalization, and recommend specific types of users for each corridor and provide sample pro-forma analysis for those uses.
8. Participate in the project team by attending study sessions and public hearings.
9. Provide a final report for each study area that is copy ready and prepared as an electronic document that can be posted on the City's website. The documents must be electronically indexed and searchable in a Microsoft Word format.

Submittal Requirements

Please submit six (6) bound copies of your proposal (not to exceed 20 pages) and one electronic copy that shall include the following components:

1. Introductory letter, not to exceed three pages in length, should summarize key elements of the proposal and succinctly summarize why the consultant team is qualified for the engagement.
2. Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished, including a narrative description the consultant team's understanding of the engagement, itemization of the tasks involved, and a schedule for performance for each area: 1) Beach Boulevard and 2) Edinger Corridor.
3. Methodology Section: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. This should include the timetable of major tasks/activities, proposed milestone dates, work hours, and the estimated cost to achieve each of the milestones in the proposed schedule. The Methodology Section should include:
 - a. An implementation plan that describes in detail (i) the methods, including controls, by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

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- b. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 - c. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 - d. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to facilitate your compliance review. The tasks described will be used to provide a basis for an evaluation of the interface between the two staffs and the impact on the City's resources.
4. Staffing: Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.
 5. Qualifications: Experience summary, including an explanation as to how the consultant team is qualified and at least three examples of projects (including client references) within the past five years where similar work has been performed. Experience and references for any subconsultants shall also be included. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.
 6. Fee: Provide a not-to-exceed fee proposal for each study area, inclusive of hourly consulting services and any reimbursable costs.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. Late proposals will be returned unopened.

All proposals shall be submitted no later than **4:00 pm on Friday, June 2, 2006** to:

Stanley Smalewitz, Director
Economic Development Department
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

From the date that this RFP is issued until a firm is selected and the selection is announced, communications regarding this RFP are not allowed with any City employee other than the contracting officer listed above. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, Huntington Beach - Official City Web site - Business - Bids & RFP's; proposers should check this web page daily for new information.

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Contract / Insurance Requirements

1. The consultant will be required to have a Business License with the City of Huntington Beach before entering into a contract for services.
2. Professional Liability Coverage of \$1,000,000 per occurrence. A claims- made policy is 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 will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
 - c. 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 the contract.
 - d. The reporting of circumstances or incidents that might give rise to future claims.
3. A sample contract is included as an attachment for reference. Any proposed modification to the sample contract shall be subject to approval by the City Council and need to be identified in the Proposal.
4. All reports, drawings, photographs, and documents shall become the property of the City of Huntington Beach.

Evaluation Criteria

Proposal will be evaluated by a committee consisting of representatives from the Economic Development Department, and Planning Department on the basis of the responses to all of the provisions of this RFP. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

1. Compliance with RFP requirements
2. Understanding of the project
3. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
4. Educational background, work experience, and directly related consulting experiences.
5. Price
6. References

The City may also contact and evaluate the proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of the this request, to negotiate with any qualified consultant, or to cancel this Request for Proposal in part or in its entirety. The City may require the selected consultant to participate in negotiation and to submit such technical, fee, or other revisions of their proposals as my result from negotiations.

Contact Person

Questions regarding this RFP, please contact Carol Runzel, Assistant Project Manager at 714-536-5225 or at crunzel@surfcity-hb.org.

Attachments

- Community Profile
- Sample Contract

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ATTACHMENT #3

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

TO: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR
FROM: DAN T.VILLELLA, CPA, FINANCE DIRECTOR
SUBJECT: FIS 2005-06-29 Approval Of Professional Services Agreements With Freedman, Tung and Bottomley, Inc. and Rosenow Spevacek Group Inc. for Preperation of Economic Revitalization Strategic Plan Beach Boulevard Corridor and Edinger Corridor and Appropriation of \$762,035
DATE: JULY 19, 2006

As required by Resolution 4832, this Fiscal Impact Statement has been prepared for "Approval Of Professional Services Agreements With Freedman, Tung and Bottomley, Inc. and Rosenow Spevacek Group Inc. for Preparation of Economic Revitalization Strategic Plan Beach Boulevard Corridor and Edinger Corridor and Appropriation of \$762,035"

If the City approves the recommended action (total appropriation \$762,035 of which \$480,977 is from the General Fund and \$281,058 is from the Redevelopment Agency's Merged Capital Projects Fund), the estimated Second Tier Reserve Fund Balance in the General Fund will be reduced to \$4,610,000 and the Redevelopment Agency's Merged Capital Project Fund Balance will be reduced to \$16,039,000. In order to fund this \$480,977 of Agency debt repayments to the General Fund in fiscal year 2005-2006 will not be made.

Dan T. Villella
Finance Director

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