

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
DUDEK  
FOR  
ON CALL CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and DUDEK, hereinafter referred to as “Consultant.”

WHEREAS, City and Consultant are parties to that certain agreement, dated November 2, 2021, entitled “Professional Services Contract Between the City of Huntington Beach and Arcadis, U.S., Inc. for On Call Construction Management and Engineering Services” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Consultant wish to amend the Original Agreement to increase the amount of compensation to be paid to Consultant and to extend the term.

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Three Hundred Thousand Dollars (\$300,000.00). The additional sum shall be added to the original sum of Two Million Dollars (\$2,000,000.00), for a new contract amount not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000.00).

2. TERM

The term of the Agreement is extended for one additional year until November 1, 2025.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2024.

DUDEK

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

By: \_\_\_\_\_

print name

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

\_\_\_\_\_  
Mayor

AND


\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

print name

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

INITIATED AND APPROVED:    
\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

2. TERM

The term of the Agreement is extended for one additional year until November 1, 2025.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2024.

DUDEK

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

Signed by: Joseph Monaco  
By: Joseph Monaco, President and CEO  
61A12CB5F28F42F...  
print name

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

\_\_\_\_\_  
Mayor

AND

Signed by: Helder Guimaraes  
By: Helder Guimaraes, Chief Financial Officer  
137F17F241F8439...  
print name

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

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:    
\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

8/28/2025

DATE (MM/DD/YYYY)  
12/20/2024

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED 1474534 DUDEK 605 THIRD STREET ENCINITAS CA 92024	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C : Continental Casualty Company		20443
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 16753601 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO0146311	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2024	8/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTIONS	N	Y	AUC0146407	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0146330	8/28/2024	8/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EEH591932835 INCL POLL	8/28/2024	8/28/2025	PER CLAIM \$1,000,000 AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
ALL OPERATIONS; CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO, AND UMBRELLA LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

By: MICHAEL E. GATES  
CITY ATTORNEY

CERTIFICATE HOLDER	CANCELLATION BY CITY OF HUNTINGTON BEACH
16753601 CITY OF HUNTINGTON BEACH 2000 MAIN STREET HUNTINGTON BEACH CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph M. Agnello</i>

# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization



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

Policy No. GLO0146311	Effective Date: 8/28/2024
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This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

**A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions**

apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GL00146311	8/28/2024	8/28/2025		37385000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0146329	8/28/2024	8/28/2025	8/28/2024	37385000	INCL	

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

### **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.



POLICY NUMBER: BAP0146329

COMMERCIAL AUTO  
CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

**Named Insured: DUDEK**

**Endorsement Effective Date: 8/28/2024**

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION TO WHO OR WHICH YOU ARE REQUIRED TO  
PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT,  
AGREEMENT OR PERMIT.

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

Each person or organization shown in the schedule is an

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

WC0146330

Dudek

8/28/2024/8/28/2025

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.



## Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0146311	8/28/2024	8/28/2025	8/28/2024	37385000	INCL	

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

**Named Insured:** DUDEK

**Address (including ZIP Code):** 605 THIRD STREET ENCINITAS CA92024

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.