

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SIERRA ANALYTICAL LABS, INC.
FOR
WATER QUALITY ANALYSIS & SAMPLING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and , SIERRA ANALYTICAL LABS, INC., hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to water quality analysis and sampling services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in Exhibit "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Richard K. Forsyth who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on , 20 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00).

5. EXTRA WORK

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

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not

effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Sierra Analytical Labs, Inc.
ATTN: Richard K. Forsyth
26052 Merit Circle
Laguna Hills, CA 92653

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act

contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

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

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

CONSULTANT,
SIERRA ANALYTICAL LABS, INC.

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

By: Richard K. Forsyth

RICHARD K. FORSYTH

print name

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

AND

By: Rebeka J. Arnitz

REBEKAH J. ARNITZ

print name

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

City Manager

INITIATED AND APPROVED:

[Signature]
Director of Public Works

APPROVED AS TO FORM:

[Signature]
City Attorney NW

Date 12/6/2022

RECEIVE AND FILE:

City Clerk

Date _____

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)
SEE ATTACHED EXHIBIT A
- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:
SEE ATTACHED EXHIBIT A
- C. CITY'S DUTIES AND RESPONSIBILITIES:
- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A

WATER QUALITY ANALYSIS & SAMPLING SERVICES CITY OF HUNTINGTON BEACH

B. SCOPE OF SERVICES

Sierra Analytical Labs, Inc. is located within twenty-five (25) miles of the Utilities Division Office for the City of Huntington Beach. Sierra is a State of California certified laboratory by the Department of Health Services under the E.L.A.P. Program and has been certified since 1990 (Certificate No. 2320).

Under the scope of services, Sierra will coordinate all work with the City Water Quality section and perform the following services:

- A. Sierra's personnel will provide weekly analyses of the forty-four (44) sites within the city distribution system along with the nineteen (19) source and supply waters samples.

The samples will be analyzed according to Standard Methods for the Examination of Water and Wastewater, 23rd Edition. The analyses will be: 24 Hour Presence/Absence technique (SM 9223B) and Heterotrophic Plate Count (SM 9215B). Total & Free Chlorine Residuals by the DPD Method using the HACH Colorimeter II if requested.

- B. Sierra will be available to perform the collection, and transportation, of the weekly distribution system and source samples to the laboratory if needed. The City will establish the sampling days and time and Sierra will comply with the City's schedule.
- C. Sierra's Project Manager for the City of Huntington Beach, Chris Forsyth, will coordinate all services with the City Water Quality Section. Chris has worked directly with the city in the past, plus the last 4 years under the current contract and is familiar with your requirements and needs.
- D. Sierra will transport and analyze special bacteriological samples obtained by the City staff for new construction or repairs of the distribution system, with results submitted to the City Water Quality Section. The response time will deviate based on days of the week and the requested time to be on site. The scheduled pick-ups will be picked up within 5-15 minutes of your requested time. In the case of an emergency, Sierra will respond within 1-2 hours.

Based on past experience with the City, I would estimate our sampling time for the weekly routine samples to be 4 to 5 hours. For example, the samples could be taken Monday morning, submitted to the laboratory around 2:00 PM and the analysis for the Coliforms completed by 4:00 to 5:00 PM on Tuesday, followed by the HPC's on Wednesday since they incubate 48 hours. The report would be sent either Wednesday evening or first thing Thursday

morning. Notification of any problems would be within 30-60 minutes of completion.

- E. Sierra will provide testing results in a PDF format on laboratory letterhead electronically within four (4) hours of the test completion on all samples received in the laboratory from the City of Huntington Beach. Within 48 hours of the test completion, a hard copy of the report will be mailed to the City along with an electronic excel template.
- F. The City Contact personnel will be contacted immediately by phone when Total Coliforms or E. Coli is found present, and/or the HPC results exceed 500 CFU/mL. City Contact personnel will also be notified of any interferences or invalidations of samples. Sierra maintains a logbook on all phone notifications. If authorized or requested by the City, Sierra will take the necessary steps for re-sampling and/or scheduling a pick-up.
- G. Sierra will keep Water Quality Section for the City of Huntington Beach informed of any potential problems or delays of sample analysis within the laboratory. Any delays or cancellations regarding our sample collection will be immediately reported to the Water Quality Section.
- H. Sierra will perform the sampling at the designated sampling points according to EPA/DOHS sampling protocol for Drinking Water and acceptance to the City Water Quality Section. The sample sites will be observed for any issues or hazards and noted with a report to the City.

The samples will be obtained in sterile non-reusable containers that contain the preservative, sodium thiosulfate. The sterile containers are sealed until used in sampling.

Once the sample is obtained, it will be placed in an ice chest designated for potable water only and kept chilled with wrapped blue ice to prevent any contamination at a temperature of $4^{\circ} \pm 2^{\circ}$.

- I. Sierra will provide on-call service to the City and be available to private contractors that require bacteriological sampling and testing, including re-check samples. The private contractors will be invoiced directly.
- J. At the time of sampling, Sierra will obtain samples for the testing of chlorine residual. The chlorine will be tested utilizing a Hach Chlorine DPD test kit with a portable colorimeter. The results will be recorded on the Chain of Custody form. Sierra's field chlorine test kits will be available to the City to perform random calibration checks. In addition, Sierra will provide you with our in-house checks on the portable colorimeters.

- K. Sierra will perform analysis of drinking water samples for the presence of Total Trihalomethanes (TTHM) and Haloacetic Acids (HAA5), using approved methods BPA 524.2 and EPA 552.2 respectively, for 8 locations every 3 months. Sierra will provide the City with the sampling containers to meet the method requirements. This will include 2-40mL VOAs with Sodium Thiosulfate preservative and a 125mL Amber Bottle with Ammonium Chloride preservative per sample location. Sierra will be available as needed for sample collection for the Quarterly testing. Results will be submitted to the City Water Quality Section as per item E. Pricing will be provided at time of request.
- L. Fluoride analysis will be performed for Monthly split samples or bulk fluoride delivery samples per City's request. State Health Department approved methods will always be utilized. Pricing will be provided at time of request.
- M. Various testing including samples meeting the Lead & Copper Rule, General Physicals, Volatile Organic Compounds (VOC's), Synthetic Organic Compounds, and/or other types of specialized analysis will all be manageable by Sierra. Containers and Sampling needs will be available at the City's requests. Pricing will be provided at time of request.
- N. Sierra's staff will collect and test all samples submitted by the City of Huntington Beach. Chris Forsyth will be Sierra's Project Manager for the City of Huntington Beach. Chris will be responsible for the testing and any sampling. He is our Microbiology Supervisor and has been with Sierra for over 25 years. Should there be any change in Project Management, Sierra will notify the City. Emergency Contact numbers will be provided to the Water Quality Section allowing the City around the clock availability.
- O. Sierra will be available for sample collection and/or transport on an as-needed basis with availability within four hours of notification. Sierra's on-call service to the City will have a response time of four (4) hours and in an emergency possibly two (2) hours depending on day and time of the week.

Sierra Analytical Labs, Inc. understands the Scope of Services required and will meet the needs of the City of Huntington Beach.

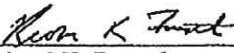

Richard K. Forsyth
Laboratory Director

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel. Charges for time during travel are not reimbursable

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

EXHIBIT B

CITY OF HUNTINGTON BEACH F. FEE PROPOSAL

To: City of Huntington Beach

From: Richard Forsyth
Sierra Analytical Labs, Inc.

The following prices are for Water Quality Analyses / Sampling

INDIVIDUAL COSTS:

Chlorine, Residual	\$3.50
Total Coliforms, E. Coli	\$9.00
HPC's	\$7.50

CONSTRUCTION SITE TESTING PER SITE/PER SAMPLE COSTS:

1a - Total Cost for Sample Analysis (Total Coliforms, HPC, Chlorine Residual)	\$20.00
1b - One Hour Sampling Cost with Travel Time (1.5 Hour Minimum)	\$50.00
1c - Total Cost	\$70.00

COLLECTION & ANALYSIS OF ROUTINE DISTRIBUTION (44 SITES) COSTS:

2a - Cost of Analysis for 44 sites (Chlorine Residual, Total Coliforms, E-Coli, HPC)	
\$20.00 ea x 44	\$880.00
2b - Hourly Cost to Perform Sample Collection (*Approximately 5 Hours to Complete Sampling)	\$50.00
2c - Total Cost for Sampling and Analysis based on 44 sites and 5 hours of sampling	
Sampling 5 hours @ \$50.00/Hr.	\$250.00
Analysis of 44 sites	\$880.00
2c - Total Cost	\$1,130.00

* - Sampling Time estimated off previous Sampling Events, could vary due to local traffic/weather conditions or other unforeseen circumstances

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



SIERANA-01

CMONTALVO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2022

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

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

PRODUCER License # OM93299 Pinnacle Brokers - Southern California 18302 Irvine Blvd., Suite 250 Tustin, CA 92780	CONTACT NAME:	
	PHONE (A/C, No, Ext): (714) 665-8700	FAX (A/C, No): (925) 952-8681
INSURED Sierra Analytica Labs Inc. 26052 Merit Circle, Ste 104 Laguna Hills, CA 92653	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Admiral Indemnity Company	
	INSURER B: Allmerica Financial Benefit Insurance Company	
	INSURER C: Admiral Insurance Company	
	INSURER D: Hanover Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION 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	X		FEI-ECC-22863-06	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> PROF Claims Made						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACTOR POLL \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AWFA993975	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			FEI-EXS-22864-06	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Property			FHF-A993976-06	2/12/2022	2/12/2023	BPP 2,389,073
A	PROF Liability			FEI-ECC-22863-06	2/12/2022	2/12/2023	General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Huntington Beach City Council Resolution #2007-3.

APPROVED AS TO FORM

By:

MICHAEL E. GATES
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach
Public Works Dept.
19001 Huntington St.; P.O. Box 190
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



Sierra Analytical Labs, Inc.

Endorsement Number: 24

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 2/12/2022, attaches to and forms a part of
Policy Number FEI-ECC-22863-06.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name and Address of Person or Organization:
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.
Location And Description of Completed Operations:
Those project locations where this endorsement is required by contract.
Additional Premium: <u>\$Applied</u>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



Sierra Analytical Labs, Inc.

Endorsement Number: 6

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 2/12/2022, attaches to and forms a part of
Policy Number FEI-ECC-22863-06.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY CONTRACTORS POLLUTION LIABILITY

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Sierra Analytical Labs, Inc.

Endorsement Number: 29

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 2/12/2022, attaches to and forms a part of
Policy Number FEI-ECC-22863-06.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY
PROFESSIONAL LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Sierra Analytical Labs, Inc.

Endorsement Number: 7

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 2/12/2022, attaches to and forms a part of
Policy Number FEI-ECC-22863-06.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/12/2022	Policy No.	QWC1196159	Endorsement No.	0
Insured	Sierra Analytical Labs Inc.			Premium \$	3,509
Insurance Company	Sequoia Insurance Company				

Countersigned by _____