AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF HUNTINGTON BEACH AND
GROUP DELTA CONSULTANTS, INC.
AS NEEDED ENVIRONMENTAL 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 GROUP DELTA CONSULTANTS, INC., a California Corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated February 6, 2017, entitled "Professional Services Contract Between the City of Huntington Beach and GROUP DELTA CONSULTANTS, INC." which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to reflect the extension of term of one (1) year,

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

1. EXTENSION OF TERM

The term of the contract is hereby extended to February 6, 2021.

2. REAFFIRMATION

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on _____, 2019.

CONTRACTOR,

GROUP DELTA CONSULTANTS, INC.

By:_____

_____
print name

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

AND

By:_____

_____
print name

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

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

_____

_____
Mayor

_____
City Clerk

INITIATED AND APPROVED:

_____
Fire Chief

REVIEWED AND APPROVED:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on Oct 16, 2019.

CONTRACTOR,

GROUP DELTA CONSULTANTS, INC.

By: _____

Glenn Burks, Director of Env Services
print name

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

AND

By: Nikhila S

NIKHILA SRIRANGPATNA, CFO
print name

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

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

_____
Mayor

_____
City Clerk

INITIATED AND APPROVED:

_____
Fire Chief

REVIEWED AND APPROVED:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney MV

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GROUP DELTA CONSULTANTS, INC.
FOR
AS-NEEDED ENVIRONMENTAL ENGINEERING 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 Group Delta Consultants, Inc., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide As-Needed Environmental Engineering 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 Glenn Burks 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 FEBRUARY 6, 2017 (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 One Hundred Fifty Thousand Dollars ($150,000).

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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.

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: Jim Merid/Kevin Justen
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Group Delta Consultants, Inc.
Att: Glenn Burks
32 Mauchly, Suite B
Irvine, CA 92618

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

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

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

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

29. EFFECTIVE DATE

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

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

CONSULTANT,

GROUP DELTA CONSULTANTS, INC.

By: _____
Shah Ghanbari
print name
ITS: *(circle one)* Chairman/President/Vice President

AND

By: _____
Shah Ghanbari
print name
ITS: *(circle one)* Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

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

_____
Mayor

_____
City Clerk
2/8/17

INITIATED AND APPROVED:

_____ 12/9/16

REVIEWED AND APPROVED:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney DKO 01/18/16

16-5488/145779.doc

EXHIBIT "A"

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

CONSULTANT shall provide consulting services on an "as-needed" basis for general environmental engineering, water quality, landfill and gas anomaly, and hazardous waste/material projects to be determined during the term of this agreement. During the term of this agreement, the CITY may elect to solicit proposals from CONSULTANT. The CITY shall issue task orders for each project based upon the scope of services, work schedule, and fee proposal submitted to the CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall follow provisions specified in the City of Huntington Beach's As-Needed Environmental Engineering Services Scope of Work as detailed below:

General Environmental Engineering

- Prepare, assist, and review Preliminary Environmental Studies;
- Review of project plans and specifications;
- Perform field investigations;
- Provide site assessment an preliminary studies;
- Prepare and review engineering analysis reports;
- Prepare and review technical and research studies;
- Process and review Grant and Federal Funding Applications;
- Assist in the development of City specifications and local fire code amendments;
- Provide training to City staff on various environmental review processes.

In general, the consultant shall perform general environmental engineering services on an "as-needed" basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

Monitoring and Inspections

- Perform maintenance, monitoring and inspections of City's facilities in accordance to requirements by various applicable regulatory agencies;
- Provide testing and sampling of various constituents and media.

Studies and Reports

- Prepare reports and studies that utilize sound practical environmental engineering analysis and principles;
- Prepare documentations that comply with applicable regulatory agency requirements for permitting;
- Review 3rd party reports and studies, and provide City staff with comments and recommendations.

Grant Applications

- Assist in preparing various grant applications to obtain additional sources of funding for various proposed City projects.

Preliminary Engineering

- Perform site investigation, prepare alternatives by providing recommendations and analyses that describes the advantages of each alternative, and prepare estimates of probable cost for each alternative;
- Prepare preliminary plans, cost estimates, engineering details, and support calculations.

Construction Documents

- Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

Permits

- Assist in obtaining approvals from applicable regulatory agencies for environmental, and/or other permits as may be required.

Bidding Stage

- Assist the City in answering bidders' questions, attend pre-bid conferences and job walks, prepare addenda, and analyze bids.

Construction Stage

- Attend pre-construction conference.

- Monitor construction schedule, visit construction sites as required for progress and quality of work evaluation.
- Assist the engineer, contractor, construction manager/contractor administrator, and inspector with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittal, and the review and negotiation of change orders.
- Prepare "as-built" drawings.

Special Requirement: Due to the fact that some of the City projects will be funded by Federal and/or State grants, the selected consulting firm must comply with various requirements including all applicable prevailing wage laws.

Public Works Department Scope of Work:

In addition to the scope of work under general environmental engineering services, the CONSULTANT shall provide the following services for the Public Works Department:

Water Quality

- Assist in reviewing, evaluating, and recommending various Low Impact Development BMPs for storm water systems;
- Perform commercial/industrial water quality inspections for compliance with latest NPDES regulations;
- Perform inspections of food facilities under the Fats, Oils, & Grease (FOG) Control program;
- Assist in reviewing and preparing documentations in various aspects of water discharge permits from applicable agencies;
- Assist in preparing and/or reviewing urban runoff plans.

Fire Department Scope of Work:

In addition to the scope of work under general environmental engineering services, the CONSULTANT shall provide the following services for the Fire Department:

Landfill & Gas Anomaly

- Prepare and review methane gas mitigation plans;
- Provide and review routine methane gas monitoring;
- Provide maintenance and inspection of active gas collection systems;
- Investigate, review and provide mitigation plans for naturally occurring gas anomaly/odor control, and/or design of a passive/active gas collection systems;
- Review oil well abandonment documents;
- Prepare and review Post Closure Maintenance Plans.

Hazardous Waste/Material

- Provide contaminated site evaluation;
- Provide and review mitigation plan for waste handling disposal;
- Investigate, review, design, and provide operation and maintenance of hazardous waste/materials management and soil remediation;
- Process, coordinate, and obtain various regulatory permits for removal and disposal of hazardous waste/materials;
- Perform, review, and prepare Phase I (Initial Site Assessment) or Phase II Reports;
- Perform, review, and prepare Phase III (remedial action plans) Reports.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

B. 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.

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.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. 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.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress 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.

4. 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.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GROUP DELTA CONSULTANTS, INC.
FOR
AS-NEEDED ENVIRONMENTAL ENGINEERING SERVICES

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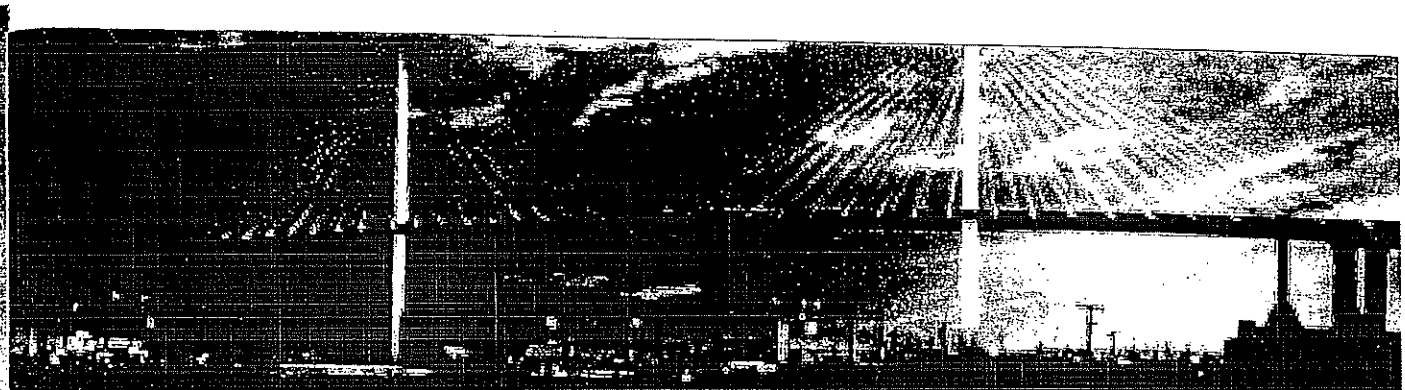


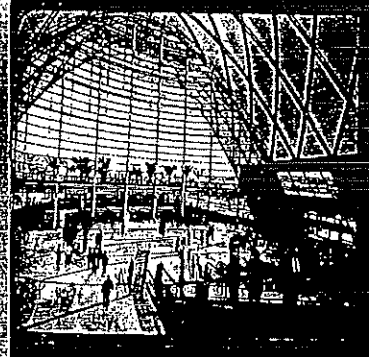
FEE SCHEDULE TO PROVIDE AS-NEEDED ENVIRONMENTAL ENGINEERING: HAZARDOUS WASTE/MATERIAL

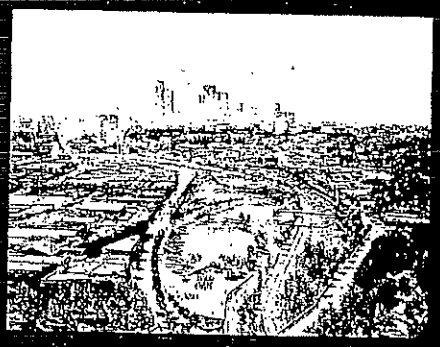
CITY OF HUNTINGTON BEACH
Public Works and Fire Departments

Public Works Department
2000 Main Street
Huntington Beach, CA 92648

June 21, 2016

Group Delta Proposal No. EN16-072





GROUP DELTA

32 Mauchly, Suite B - Irvine, CA 92618 - (949) 450-2100

GROUP DELTA

GROUP DELTA CONSULTANTS, INC.
FEE SCHEDULE

Our rates will be valid for the full three year period.

HOURLY CHARGES FOR PERSONNEL
(Engineer/Geologist/Scientist)

SENIOR PRINCIPAL	$ 295
PRINCIPAL	$225
ASSOCIATE	$195
SENIOR	$175
PROJECT	$155
STAFF	$135
DESIGNER / ILLUSTRATOR / AUTOCAD	$95
TECHNICAL / PROJECT SUPPORT / Admin	$75

TESTING & INSPECTION SERVICES

PROJECT MANAGER	$165
QUALITY CONTROL MANAGER	$145
LABORATORY MANAGER	$135
TECHNICIAN / INSPECTOR - PREVAILING WAGE	$100
TECHNICIAN / INSPECTOR – NON-PREVALING WAGE	$80

CHARGES FOR EQUIPMENT

VEHICLE:	
FIELD VEHICLE	$ 8.00/hour
MILEAGE (PER CURRENT IRS RATES)	$ 0.54/mile
NUCLEAR DENSITY GAUGE	$ 8.00/hour

OTHER CHARGES

Outside services will be charged at cost plus 15 percent.

Technician and support personnel time for work over eight (8) hours per day will be charged at 1.5 times the regular rates. Holidays and weekends hours (all hours) will be charged 2.0 times the regular rates.

LITIGATION FEES

Fees for participation in deposition, arbitration, trial, etc., will be charged at an hourly rate of $400 per hour, 4-hour minimum, portal to portal.

TERMS & CONDITIONS

RECOGNITION OF RISK

Client recognizes that the interpretations and recommendations of Group Delta Consultants, Inc. (GDC) are based solely on the information available to GDC. Client further recognizes that surface and subsurface conditions can vary from those encountered at the times and locations where data are obtained by GDC, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions despite the use of due professional care.

GDC will not be responsible for the effect on any opinion rendered hereunder of unknowns such as acts of others on adjacent properties, variables of nature including but not limited to earthquakes, masking of rocks by heavy ground cover or the works of man, acts of God or other variables beyond the control of GDC.

GDC shall write reports so as to meet the administrative requirements of local governmental agencies; however, as the decisions of such agencies are discretionary, GDC does not guarantee the approval of its reports or of Client's project by any governmental agency.

PROFESSIONAL RESPONSIBILITY

GDC represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

INDEMNIFICATION

Client agrees to indemnify, hold harmless and defend GDC from and against any and all loss, expenses, including attorney's fees, injury, damage, to property or person, liability, costs and/or claims arising out of the services performed by GDC and/or work performed by client and/or other parties upon the real property described herein above, regardless of the negligence of GDC, its agents, employees, officers, directors or shareholders, <u>except</u> where such loss, injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of GDC, its agents, employees, officers, directors or shareholders; provided, however, that any such liability resulting from any design defects (as defined in California Civil Code Section 2782.5) shall be the sole responsibility of the client.

LIMITATION OF LIABILITY

In the event the indemnification clause contained herein is found to be void, unenforceable, against public policy or otherwise inapplicable to claims advanced against GDC by Client or others, the liability for damages due to the professional negligence of GDC shall be limited to an amount not to exceed $50,000 or the fee of GDC, whichever sum is more.

For any damage caused by negligence other than professional negligence, GDC's liability, including that of its employees, agents and subcontractors, in the aggregate under this Agreement, shall not exceed the limits of GDC's comprehensive general and automobile liability insurance coverage.

In no event shall either GDC or Client be liable for consequential damages, including, without limitation, loss of use, loss of profits or the additional costs of completing the development of the property described herein above due to delays, incurred by one another or their respective subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or non-professional, of either of them or their agents, employees, subcontractors, officers, directors or shareholders.

METHOD OF CHARGING AND PAYMENT CONDITIONS

GDC will submit the invoices to Client as stated in the proposal or periodically and a final invoice will be submitted upon completion of our services. All retainers are held for credit to the final invoice. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Payments shall first be applied to accrued interest and to the principal unpaid amount. Client specifically agrees further to pay all expenses and costs, including but not limited to GDC's staff time at GDC's current Schedule of Fees, attorneys' fees, and court and other costs associated with collection of past due accounts.

If any invoice for work performed by GDC is outstanding and unpaid for a period in excess of 90 (ninety) days, the Client agrees that, in addition to any other remedy which may be available to it, GDC may stop work, withhold reports/plans, and submit such invoice to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as the same may be in effect at the date of such submission, and that judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

ESTIMATED CHARGES AND PAYMENT CONDITIONS

GDC charges are only estimated and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation unless it is expressly so stated in writing.

ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the services contemplated hereunder, time schedules are only estimated schedules which are subject to revision unless specifically described as otherwise herein.

RIGHT OF ENTRY

The Client will provide for right of entry for GDC personnel, and for any other personnel and all equipment necessary in order to complete the work. While GDC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement. The client agrees to indemnify and hold GDC harmless from any liability for any damage so caused by the performance of such work, unless caused by the gross negligence or willful misconduct of GDC or its personnel.

SUBTERRANEAN STRUCTURES OR UTILITIES

Client shall indemnify and hold GDC harmless for damage or injury arising from damage to subterranean structures or utilities (pipes, tanks, telephone cables, etc.) that are not called to the attention of GDC or are not correctly shown on the plans furnished to GDC, in connection with work performed by GDC.

CONSTRUCTION PROCEDURES

GDC shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs. GDC testing or inspection of portions of the work of other parties on project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans and specifications.

SAMPLES

GDC will retain all soil and rock samples for thirty (30) days following exploration. Further storage or transfer of samples can be made at an agreed expense upon Client's written request.

HAZARDOUS SUBSTANCES

Unless specifically included in the "Scope of Services," this Agreement does not include any services (including detection or identification) relative to any substances which might be considered hazardous by an applicable regulations.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by GDC, as instruments of service, shall remain the property of GDC. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and GDC.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other for breach of this Agreement, or for failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based on such breach or failure, shall be barred in two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the substantial completion of GDC's services.

DISPUTES

In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including GDC's staff time at GDC's Schedule of Fees in effect at the time of such dispute, court costs, attorneys' fees and all other claim related expenses.

GROUDEL-01 LYNNA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2017

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 # 0E67768
IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Ali Smith
PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No):
E-MAIL ADDRESS: Ali.Smith@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance Company	13604
INSURER B : RLI Insurance Company	13056
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Group Delta Consultants, Inc.
32 Mauchly, Suite B
Irvine, CA 92618

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 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X-C-U X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		1000066094171 APPROVED AS TO FORM By: [signature] 2/1/2017 MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	02/04/2017	02/04/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED.EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LIABI	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Comp.: $500 X Coll.: $500	X		PSA0001394	02/04/2017	02/04/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000336834171	02/04/2017	02/04/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0001750	02/04/2017	02/04/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof Liab/Clms Made			035713711	02/04/2017	02/04/2018	Per Claim	3,000,000
C	Ded.:$10k Per Claim			035713711	02/04/2017	02/04/2018	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: I-405 Improvement Project
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

CANCELLATION

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
T. Kelly Howell

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GROUDEL-01 MCGRAWM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2019

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 # 0E67768
IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Ali Smith
PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288
E-MAIL ADDRESS: Ali.Smith@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance Company	13604
INSURER B : RLI Insurance Company	13056
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Group Delta Consultants, Inc.
32 Mauchly, Suite B
Irvine, CA 92618

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 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		1000066094191	2/4/2019	2/4/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Indep Consul/BFPD						MED EXP (Any one person)	$ 5,000
	X Contractual Liab/XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						POLLUTION LIABI	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		PSA0001394	2/4/2019	2/4/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp.: $500 X Coll.: $500							$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			1000336834191	2/4/2019	2/4/2020	AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			PSW0001750	2/4/2019	2/4/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liab/Clms Made			035713711	2/4/2019	2/4/2020	Per Claim	3,000,000
C	Ded.: $10k Per Claim			035713711	2/4/2019	2/4/2020	Aggregate	5,000,000

APPROVED AS TO FORM
By: MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

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

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

CANCELLATION

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
T. Kelly Horwell

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City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk

Robin Estanislau, City Clerk

February 8, 2017

Group Delta Consultants, Inc.
ATTN: Glenn Burks
32 Mauchly, Ste. B
Irvine, CA 92618

Dear Mr. Burks:

Enclosed is a copy of the fully executed "Professional Services Contract Between the City of Huntington Beach and Group Delta Consultants, Inc. for As-Needed Environmental Engineering Services."

Sincerely,

Robin Estanislau

Robin Estanislau, CMC
City Clerk

RE:pe

Enclosure