

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF HUNTINGTON BEACH AND
EEC ENVIRONMENTAL
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 EEC ENVIRONMENTAL, 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 EEC ENVIRONMENTAL." 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,

EEC ENVIRONMENTAL

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 *mw*

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

CONTRACTOR,

EEC ENVIRONMENTAL

By: _____

John Shaffer
print name

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

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

Mayor

AND

By: _____

John Shaffer
print name

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

City Clerk

INITIATED AND APPROVED:

Fire Chief

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney NW

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
EEC ENVIRONMENTAL
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 EEC Environmental, 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 Jeff Hensel 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 Three Hundred Seventy-Five Thousand Dollars (\$375,000).

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:

EEC Environmental
Att: Jeff Hensel
1 City Boulevard, Suite 1800
Orange, CA 92868

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.

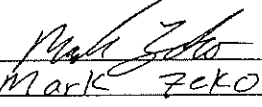
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

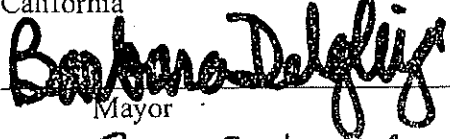

EEC ENVIRONMENTAL

By: 
print name
ITS: (circle one) Chairman/President/Vice President

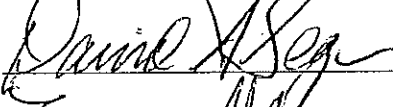

AND

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 2/8/17(P)

INITIATED AND APPROVED:

 12/9/16
 12/12/16

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:

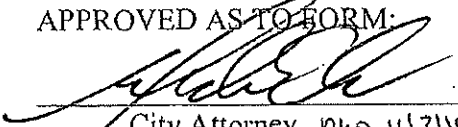

City Attorney 01/31/16

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 and 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
ENVIRONMENTAL ENGINEERING & CONTRACTING INC.
FOR
AS-NEEDED ENVIRONMENTAL ENGINEERING SERVICES

Table of Contents

1	Scope of Services.....	1
2	City Staff Assistance.....	2
3	Term; Time of Performance.....	2
4	Compensation	2
5	Extra Work.....	2
6	Method of Payment.....	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless	3
9	Professional Liability Insurance.....	4
10	Certificate of Insurance.....	5
11	Independent Contractor.....	6
12	Termination of Agreement.....	6
13	Assignment and Delegation	6
14	Copyrights/Patents	7
15	City Employees and Officials	7
16	Notices.....	7
17	Consent	8
18	Modification.....	8
19	Section Headings	8
20	Interpretation of this Agreement.....	8
21	Duplicate Original.....	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees.....	10
25	Survival.....	10
26	Governing Law	10
27	Signatories.....	10
28	Entirety.....	10
29	Effective Date.....	11

Section F – Fee Proposal

EEC will perform the proposed scope of work on a time-and-materials basis according to the fully loaded hourly fee schedule below. The proposed rates are valid for the full three year period of the contract.

2016 Environmental Fee Schedule

PERSONNEL CHARGES

The charge for all time required for the performance of the Scope of Work, including office, field and travel time, will be billed at the hourly rate according to the labor classifications set forth below:

Labor Classification	Hourly Rate
Staff Engineer/Geologist/Scientist (SP1)	\$90
Sr Staff Engineer/Geologist/Scientist (SP2)	\$100
Project Engineer/Geologist/Scientist - I (PP1)	\$120
Project Engineer/Geologist/Scientist - II (PP2)	\$135
Sr Project Engineer/Geologist/Scientist - I (PP3)	\$150
Sr Project Engineer/Geologist/Scientist - II (PP4)	\$170
Principal Engineer/Geologist/Scientist (P1)	\$200
Environmental Compliance Specialist (SP1)	\$90
Environmental Compliance Manager (PP1)	\$120
Sr Environmental Compliance Manager (PP3)	\$150
Project Assistant (AP1)	\$70
Technician (T)	\$75
Drafter (SP1)	\$90
Technical Editor (SP1)	\$90
Sr Technician (SP1)	\$90
GIS Analyst (GP1)	\$95
GIS, IT Supervisor (GP2)	\$115
Construction Field Supervisor (CP1)	\$95
Sr Construction Manager (CP2)	\$125

(SPx) - staff professional; (PPx) - project professional;
 (Px) - principal; (APx) - administrative professional;
 (T) - technician; (GPx) - graphics professional
 (CSx) - construction professional
 x - billing rate level

Emergency response and client requested work during non-standard business hours will be charged at a rate of 1.25 times the standard hourly rate.

When EEC Staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard hourly rate.

Vehicles Usage

Vehicles used on project assignments will be charged at \$50 per day. Mileage is billed at the current rate established by the Internal Revenue Service (\$0.54 per mile). Per Diem is billed at a unit cost of \$50 per day.

Field Equipment

Field Equipment is billed at standard unit costs. Rate schedules are available upon request.

Subcontractors and Reimbursable Expenses

The costs of subcontractors, materials, equipment rental and costs incurred will be charged at cost plus 10%.

Other Project Charges

The cost of additional report reproduction and special project accounting will be billed as appropriate. Plotting plans are charged by size, black and white or color, and by the number of copies supplied.

Shipping and Postage

Shipping charges include couriers and the postage necessary will be charged at cost plus markup.

Interest Charges

Interest on late payments will be charged at the rate of 1.5% per month.

Payment Terms

Net 30 days apply to all work performed and invoiced unless superseded by a specific executed contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

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 Garrett/Mosier/Griffith/Sistrunk
Risk Management & Insurance Services
12 Truman
Irvine, CA 92620

CONTACT NAME: Ashley Brewster
PHONE (A/C, No, Ext): 949-559-3377 FAX (A/C, No): 949-559-6703
E-MAIL: ashleyb@gmgs.com
ADDRESS:

www.gmgs.com

0B84519

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Divide Insurance Company

25224

INSURER B: Peerless Insurance Company

24198

INSURER C:

INSURER D: Nautilus Insurance Company

17370

INSURER E:

INSURER F:

INSURED
EEC Environmental
dba Environmental Engineering Contracting Inc.,
One City Boulevard West, Suite 1800
Orange CA 92868

COVERAGES

CERTIFICATE NUMBER: 32610714

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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP2006942-14 APPROVED AS TO FORM By: <i>[Signature]</i> 2/1/2017 MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CBP8977390	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input type="checkbox"/> N/A	WCA2008815-13	5/24/2016	5/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability Professional Liability		CCP2006941-14	10/31/2016	10/31/2017	Each Poll Occurrence \$5,000,000 Each Prof Liab Claim \$5,000,000 General Aggregate: \$5,000,000

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

As respects General Liability coverage, The City of Huntington Beach is added as Additional Insured per ENV2154A0906 attached.

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

Griff Griffith

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2019

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 GMGS Risk Management & Insurance Services
6201 Oak Canyon, Suite 100
Irvine, CA 92618

CONTACT NAME: Ashley Brewster

PHONE (A/C, No, Ext): 949-559-3377

FAX (A/C, No): 949-559-8703

E-MAIL ADDRESS: ashleyb@gmgs.com

www.gmgs.com

0B84519

INSURED
EEC Environmental
dba Environmental Engineering Contracting Inc.,
One City Boulevard West, Suite 1800
Orange CA 92668

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Divide Insurance Company

25224

INSURER B: American Fire and Casualty Company

24088

INSURER C:

INSURER D: Nautilus Insurance Company

17370

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 48889795

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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLP2006942-16	10/31/2018	10/31/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAA(19)58333458	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS	APPROVED AS TO FORM Y/N N/A By: MICHAEL E. GATES CITY ATTORNEY	WCA200881516	5/24/2019	5/24/2020	<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
D	Pollution Liability Professional Liability	CITY OF HUNTINGTON BEACH	CCP2006941-16	10/31/2018	10/31/2019	Each Poll Occurrence \$5,000,000 Each Prof Liab Claim \$5,000,000 General Aggregate: \$10,000,000

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

As respects General Liability coverage, The City of Huntington Beach is added as Additional Insured per CG20100413 and CG20370413 attached.

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

Griff Griffith

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



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

EEC Environmental
ATTN: Jeff Hensel
1 City Blvd., Ste. 1800
Orange, CA 92868

Dear Mr. Hensel:

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

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:pe