



CITY OF HUNTINGTON BEACH
Professional Service Approval Form
Amendment # 1

RECEIVED
AUG 06 2020
Finance Department

1. Date Requested: 8/6/2020
2. Contract Number to be Amended: 11/5/2018 - 11/5/2021
3. Department: Public Works
4. Requested By: John Martin
5. Name of Consultant: Dudek
6. Amount of Original/Prior Contract: \$1,500,000
7. Additional Compensation Requested: \$375,000
8. Original Commencement Date: 11/5/2018
9. Original Termination Date: 11/5/2021
10. Extended Date Requested: N/A
11. Reason for Contract Amendment:
Increase the budget limit for the contract in order to sustain inspection services for commercial utility and capital project inspection work.


Purchasing Approval Signature

8/10/20
Date

12. Are sufficient funds available to fund this contract?

Yes ☒ No ☐

13. Business Unit and Object Code where funds are budgeted:

Account number Business unit. object #	Contractual Dollar Amount			
	Fiscal Year 20/21	Fiscal Year 21/22	Fiscal Year	Fiscal Year
10085201.69365	\$40,000	\$	\$	\$
51185201.69365	\$130,000	\$75,000	\$	\$
50685201.69365	\$130,000	\$	\$	\$

SRB 
Budget Approval Signature

8/10/20
Date


Department Head Signature

8/6/2020
Date


City Manager Approval Signature

8/14/20
Date



JOE DATE
RECOMMENDED ACTIONS A-C
APPROVED 7-0

City of Huntington Beach

File #: 18-451

MEETING DATE: 11/5/2018

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Fred A. Wilson, City Manager

PREPARED BY: Travis K. Hopkins, PE, Director of Public Works

Subject:

Approve and authorize execution of Professional Services Contracts for On-Call Construction Management and Engineering Services with Wallace and Associates Consulting, Inc., Dudek, and Vali Cooper and Associates, Inc., each in the amount of \$1,500,000

Statement of Issue:

The Public Works Department requires on call construction management, inspection, and other engineering services to support staff for the construction of capital improvement projects, which are identified in the annual capital improvement program.

Financial Impact:

The City's adopted FY 2018/19 Capital Improvement Programs (CIP) Budget totals \$24.7 million for approved projects citywide. Each approved CIP project has a budget containing sufficient funding for design, environmental, engineering, construction, project management, and other required costs. The three (3) recommended construction management and engineering service contracts have a maximum value of \$4,500,000 over the next three years and will be funded on an as-needed basis within each project's individual CIP budget. As such, no additional funding is required by this action.

Recommended Action:

- #A) Approve and authorize the Mayor and City Clerk to execute \$1,500,000 Professional Services Contract between the City of Huntington Beach and Wallace and Associates Consulting, Inc. for On Call Construction Management and Engineering Services; and, **See separate file*
- B) Approve and authorize the Mayor and City Clerk to execute \$1,500,000 Professional Services Contract between the City of Huntington Beach and Dudek for On Call Construction Management and Engineering Services; and,
- #C) Approve and authorize the Mayor and City Clerk to execute \$1,500,000 Professional Services Contract between the City of Huntington Beach and Vali Cooper and Associates, Inc. for On Call Construction Management and Engineering Services. **See separate file*

Alternative Action(s):

Do not authorize the contracts and direct staff with an alternate action. Budgeted Capital Projects could be delayed until new contracts are approved.

Analysis:

On November 28, 2017, the City advertised a Request for Qualifications ("RFQ") for On-Call Engineering and Professional Consulting Services. Proposals were requested and submitted in compliance with Chapter 3.03 of the Huntington Beach Municipal Code. Nineteen (19) proposals were received for construction management and engineering services. In accordance with qualifications based selected procurement per the Federal "Brooks Act," State SB 419, and the City of Huntington Beach Municipal Code Section 3.03 "Professional Services," the Public Works Department established a review board.

Proposals were evaluated and ranked by a three (3)-member panel review team established by the Public Works Department. The reviewers were a Senior Civil Engineer, and two (2) Public Works Contract Administrators. After conducting the entire evaluation process, including negotiation for competitive rates, the top four (4) firms were selected to increase the opportunity for competitive proposals for future projects from qualified on call consultants. They are Wallace and Associates Consulting, Inc.; Dudek; Vali Cooper and Associates, Inc.; and Arcadis, U.S., Inc. Due to the need for professional engineering services for a high profile transmission water main relocation project, on April 2, 2018, City Council approved the on call contract with Arcadis, U.S., Inc., leaving the remaining top three (3) firms to seek approval at a later date. The Summary of evaluation sheets for the top (4) firms, and the fifth (5th) firm not selected are shown in Attachment 4.

The contracts recommended in this Request for Council Action (RCA) are to support construction management and engineering services for various capital improvement projects. These services have historically been utilized to supplement City staff to meet annual CIP goals, as an extension of staff and/or to provide required expertise for unique projects. It is anticipated that these services will be required based on past years. Each project is evaluated on a case-by-case basis to determine if these as-needed contracts are necessary.

The City's Capital Improvement Program ("CIP") Fiscal Year 2018/19 CIP totals \$24.7 million in new projects. Typical design and construction support costs from use of consultants on a CIP project can vary between ten (10) to twenty (20) percent of total costs for a CIP project. Therefore, it is practical to conservatively estimate minimum annual consultant costs would be approximately \$2.4 million to the City for total CIP projects or \$6 million within the next three (3) years.

Construction management and engineering services are typically required for all CIP projects, such as street improvements, traffic signal improvements, water improvements, sewer improvements, and other City infrastructure improvements. Therefore, these consultants were selected to meet projected workload over the next three years with a total contract limit of \$4,500,000.

This agenda item does not require Public Works Commission Action.

Environmental Status:

Not applicable.

Strategic Plan Goal:

Enhance and maintain infrastructure

Attachment(s):

1. Professional Services Contract between the City of Huntington Beach and Wallace and Associates Consulting, Inc. for On Call Construction Management and Engineering Services
2. Professional Services Contract between the City of Huntington Beach and Dudek for On Call Construction Management and Engineering Services
3. Professional Services Contract between the City of Huntington Beach and Vali Cooper and Associates, Inc. for On Call Construction Management and Engineering Services
4. Professional Service Award Analysis for Wallace and Associates Consulting, Inc., Dudek, Vali Cooper and Associates, Inc., Arcadis, U.S., Inc., and Vendor #5

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DUDEK
FOR
ON CALL CONSTRUCTION MANAGEMENT AND 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 Dudek, a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on call construction management and 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 Dave Carter 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 November 5th, 20 18 (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 Million and Five Hundred Thousand Dollars (\$1,500,000).

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: Joseph Dale
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Dudek
ATTN: Dave Carter
605 Third Street
Encinitas, CA 92024
(760) 942-5147

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,

Dudek

COMPANY NAME

A California Corporation

By: 

Dudek

Frank Dudek

print name

Chairman / CEO

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

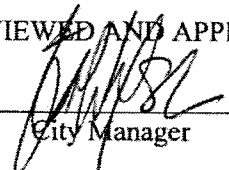

City Clerk

12/3/18 

INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:


City Attorney 

EXHIBIT "A"

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

CONSULTANT shall provide consulting services on an 'as-needed' basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S Statement of Qualification (Exhibit A), consistent with the City of Huntington Beach Request for Qualifications for On Call Construction Management and Engineering Services. Upon award, and the contract period, if CONSULTANT chooses to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work. CONSULTANT shall comply with all Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, the Federal Highway Administration requirements, and Caltrans A&E Sample Contract Language known as Exhibit 10-R, which includes, Caltrans Consultant Proposal DBE Commitment known as Exhibit 10-O1 and/or 10-O2, and Caltrans Disclosure of Lobbying Activities known as 10-Q (Exhibit C).

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Furnish scope of work request for each project.
2. Furnish construction plans and specifications to the CONSULTANT.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.

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.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DUDEK
FOR
ON CALL CONSTRUCTION MANAGEMENT AND 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2018

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 Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga Licesnse #0K93926	
	PHONE (A/C, No, Ext): 360-626-2007	FAX (A/C, No): 360-626-2007
	E-MAIL ADDRESS: abarga@hallandcompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Dudek
605 3rd Street
Encinitas CA 92024

25

COVERAGES

CERTIFICATE NUMBER: 2057423335

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO014631102	8/28/2018	8/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
APPROVED AS TO FORM By: <i>Scott Field</i> MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BAP014631102	8/28/2018	8/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC014640702	8/28/2018	8/28/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014633002	8/28/2018	8/28/2019	<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
B	Professional Liab Claims Made Contractors Pollution Liab. Occur			PEC014631402	8/28/2018	8/28/2019	\$1,000,000 Per Claim \$2,000,000 Aggregate

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

Re: As Needed Construction Management and Administrative Support

The City of Huntington Beach is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Abby Z. Zeph

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO014631102	08/28/2018	08/28/2019	08/28/2018	N/A	^S N/A	^S N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

All Company - All Dept Revised Department - Run Date:08/10/2020

Object Account	Actual FY 14/15	Actual FY 15/16	Actual FY 16/17	Actual FY 17/18	Actual FY 18/19	Adopted Budget FY 19/20	Revised FY 19/20	YTD Actual FY 19/20	Funds Avail FY 19/20	Adopted Budget FY 20/21	Revised FY 20/21	YTD Actual FY 20/21	Encumb FY 20/21	Funds Avail FY 20/21
00100 - General Fund														
10085201 - Engineering Design/Construct														
51100 - Salaries - Permanent	383,961	492,985	556,710	440,668	495,624	499,179	459,615	305,593	154,022	507,530	507,530	18,241		489,289
52000 - Salaries - Temporary				142	6,688	15,300	12,800	12,626	174	15,300	15,300	1,054		14,246
53000 - Salaries - Overtime	1,250	61	486			5,040	2,540	482	2,059	5,040	5,040			5,040
54000 - Termination Pay Outs	14,315	7,867	8,550	10,045	10,739			35,519	(35,519)			17,395		(17,395)
55000 - Benefits	230,211	283,766	313,490	269,397	309,133	346,852	340,470	255,633	84,837	316,775	316,775	6,338		310,438
51000 - PERSONNEL SERVICES	629,738	784,679	879,236	720,252	822,185	866,372	815,425	609,853	205,573	844,645	844,645	43,028		801,617
61000 - Utilities												165		(165)
63000 - Equipment and Supplies	15,281	40,744	16,315	11,721	13,282	5,000	40,000	6,566	33,434	5,000	43,568	38,077	11,618	(6,127)
64520 - Repairs and Maintenance		162						166	(166)					
68500 - Conferences and Training	441	3,111	4,426	2,225	710	4,500	4,500	34	4,466	4,500	4,500			4,500
69300 - Professional Services	278,515	249,252	251,754	212,302	252,888	142,900	242,900	220,050	22,850	142,900	162,636	45,408	74,328	42,900
69450 - Other Contract Services					720			620	(620)					
78000 - Expense Allowances	4,743	5,161	5,214	4,193	5,038	1,000	1,000	1,987	(987)	1,000	1,000	159		841
79000 - Other Expenses					20									
60000 - OPERATING EXPENSES	298,980	298,430	277,709	230,442	272,658	153,400	288,400	229,423	58,977	153,400	211,704	83,808	85,946	41,950
82000 - Improvements			192	2,966										
80000 - CAPITAL EXPENDITURES			192	2,966										
50000 - EXPENDITURES	928,718	1,083,109	1,157,136	953,660	1,094,844	1,019,772	1,103,825	839,275	264,550	998,045	1,056,349	126,836	85,946	843,567
Total 10085201 - Engineering Design/Construct	928,718	1,083,109	1,157,136	953,660	1,094,844	1,019,772	1,103,825	839,275	264,550	998,045	1,056,349	126,836	85,946	843,567
00506 - Water														
50685201 - Water Engeer Design/Const														
51100 - Salaries - Permanent	348,221	403,348	607,944	569,646	617,563	799,772	799,772	606,542	193,229	698,107	698,107	46,231		651,876
52000 - Salaries - Temporary	31,134	37,828	32,576	16,611	19,633	30,000	30,000	21,276	8,724	20,517	20,517	4,214		16,303
53000 - Salaries - Overtime			2,548	917	6,333			4,208	(4,208)			577		(577)
54000 - Termination Pay Outs	20,298	38,143	22,138	23,852	8,260			16,265	(16,265)			2,925		(2,925)
55000 - Benefits	172,949	214,006	326,036	311,431	428,458	518,472	518,472	425,208	93,265	435,523	435,523	15,024		420,499
51000 - PERSONNEL SERVICES	572,602	693,325	991,242	922,457	1,080,248	1,348,244	1,348,244	1,073,499	274,745	1,154,147	1,154,147	68,971		1,085,176
63000 - Equipment and Supplies	35,105	18,542	33,513	34,107	12,594	22,500	22,753	18,485	4,268	85,500	86,447	294	2,447	83,706
64520 - Repairs and Maintenance			1,950	750	750			750	(750)	275,000	275,000		750	274,250
68500 - Conferences and Training	1,106	3,548	325	4,106	1,933	4,000	4,000	1,813	2,187	4,000	4,000	6,455		4,000
69300 - Professional Services	64,792	111,175	175,095	61,439	175,946	150,000	165,408	125,065	40,343	200,000	234,230	669		200,000
69450 - Other Contract Services	216	2,099	994	275	1,357	3,000	3,000	2,178	822	3,000	4,172	669	3,003	500
78000 - Expense Allowances	2,240		2,360	1,462	2,237	2,000	2,000	2,527	(527)	2,000	2,000	115		1,885
60000 - OPERATING EXPENSES	103,459	135,364	214,239	102,138	194,816	181,500	197,161	150,818	46,342	569,500	605,848	7,533		564,341
82000 - Improvements	133,934				120,000	250,000	250,000		250,000	150,000	250,000			150,000
80000 - CAPITAL EXPENDITURES	133,934				120,000	250,000	250,000		250,000	150,000	250,000			150,000
50000 - EXPENDITURES	809,995	828,690	1,205,480	1,024,594	1,395,064	1,779,744	1,795,404	1,224,317	571,088	1,873,647	2,009,996	76,504	133,975	1,799,517
Total 50685201 - Water Engeer Design/Const	809,995	828,690	1,205,480	1,024,594	1,395,064	1,779,744	1,795,404	1,224,317	571,088	1,873,647	2,009,996	76,504	133,975	1,799,517

Object Account	Actual FY 14/15	Actual FY 15/16	Actual FY 16/17	Actual FY 17/18	Actual FY 18/19	Adopted Budget FY 19/20	Revised FY 19/20	YTD Actual FY 19/20	Funds Avail FY 19/20	Adopted Budget FY 20/21	Revised FY 20/21	YTD Actual FY 20/21	Encumb FY 20/21	Funds Avail FY 20/21
00511 - Sewer Service Fund														
51185201 - Waste Water														
51100 - Salaries - Permanent	1,412,970	1,310,505	1,389,084	1,072,156	1,432,173	1,481,709	1,481,709	1,379,933	101,776	1,575,093	1,575,093	106,690		1,468,403
52000 - Salaries - Temporary	44,455	44,102	27,531	17,696	28,639	56,550	56,550	20,136	36,414	57,035	57,035	1,560		55,475
53000 - Salaries - Overtime	114,038	150,410	132,383	96,011	200,445	82,500	82,500	185,479	(102,979)	150,000	150,000	12,474		137,526
54000 - Termination Pay Outs	67,410	90,235	162,127	84,841	23,907			99,655	(99,655)			14,781		(14,781)
55000 - Benefits	882,654	871,638	944,672	811,414	1,011,367	1,128,086	1,128,086	1,046,264	81,822	1,106,484	1,106,484	45,728		1,060,756
51000 - PERSONNEL SERVICES	2,521,527	2,466,890	2,655,797	2,082,118	2,696,531	2,748,845	2,748,845	2,731,467	17,378	2,888,612	2,888,612	181,233		2,707,379
61000 - Utilities	128,163	130,351	136,899	92,027	140,991	110,000	110,000	127,603	(17,603)	110,000	124,397	14,337		(32,445)
63000 - Equipment and Supplies	139,357	105,400	149,774	147,054	138,589	348,350	376,720	183,178	193,542	327,100	360,589	16,716		275,480
64520 - Repairs and Maintenance	1,259,261	1,634,739	1,601,125	809,709	1,131,915	1,629,000	1,652,302	695,131	952,916	1,960,000	2,882,234	166,926		1,971,564
68500 - Conferences and Training	3,541	3,370	15,543	37,962	33,657	23,000	23,000	19,066	3,934	3,100	12,057			(21,900)
69300 - Professional Services	56,789	35,993	40,904	22,642	40,379	50,000	55,863	89,527	(33,664)	50,000	51,676	1,676		50,000
69450 - Other Contract Services					46,441	48,000	48,000	46,446	1,554	60,000	61,554	1,554		55,440
70000 - Rental Expense	3,326	4,794	5,781	79	67	3,500	3,500		3,500	3,500	8,500			(1,500)
78000 - Expense Allowances	4,964	1,137	5,806	4,931	4,525	5,800	5,800	2,268	3,532	5,800	5,800	376		5,424
79000 - Other Expenses	13,504	13,078	1,956	1,150	539	75,000	75,000	28	74,972	75,000	75,000			75,000
60000 - OPERATING EXPENSES	1,608,903	1,928,864	1,957,788	1,115,554	1,537,101	2,292,650	2,350,185	1,163,247	1,182,683	2,594,500	3,531,807	201,585		1,098,363
82000 - Improvements	2,646	4,848	3,373	81,746				5,479	(5,479)	75,000	75,000			75,000
83000 - Equipment	252,306	308,839	470							80,000	80,000			80,000
85000 - Vehicles	748,077	482,685	69,793	129,924		515,000	859,222	344,222	515,000	342,500	845,385			342,500
87000 - Capitalized PP&E Offset	(4,839,171)	(647,514)	(158,927)	(151,669)										
80000 - CAPITAL EXPENDITURES	(3,836,143)	148,857	(85,291)	60,002		515,000	859,222	349,701	509,521	497,500	1,000,385			497,500
88700 - Depreciation	1,914,019	2,036,720	1,985,039	1,502,672										
88000 - NON-OPERATING EXPENSES	1,914,019	2,036,720	1,985,039	1,502,672										
50000 - EXPENDITURES	2,208,306	6,581,331	6,513,333	4,760,345	4,233,633	5,556,495	5,958,253	4,244,415	1,709,583	5,980,612	7,470,805	382,818	2,784,745	4,303,242
Total 51185201 - Waste Water	2,208,306	6,581,331	6,513,333	4,760,345	4,233,633	5,556,495	5,958,253	4,244,415	1,709,583	5,980,612	7,470,805	382,818	2,784,745	4,303,242