



APPROVED 7-0

2000 Main Street,
Huntington Beach, CA
92648

City of Huntington Beach

File #: 22-422

MEETING DATE: 6/7/2022

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sean Joyce, Interim City Manager

VIA: Sean Crumby, Director of Public Works

PREPARED BY: Ken Dills, Administrative Services Manager

Subject:

Approve Amendment No. 2 to the City's On-Call Water and Engineering Services Contract with HDR Engineering, Inc. extending the contract term for an additional two years

Statement of Issue:

The City entered into an On-Call Engineering Services agreement with HDR Engineering, Inc. that is used to provide third-party technical support for the community and City Staff related to the Ascon Landfill site. Staff is requesting City Council approval of a contract amendment extending the contract for two years to continue providing the services.

Financial Impact:

No additional compensation is being sought for this contract amendment. Costs for these services are included in the Public Works General Fund operating budget.

Recommended Action:

Approve "Amendment No. 2 to Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc. for On Call Water and Engineering Services."

Alternative Action(s):

Do not approve the contract amendment and instruct staff on how to proceed.

Analysis:

Huntington Beach residents have expressed significant concerns about the ongoing cleanup efforts at the closed Ascon Landfill site at the SW corner of Magnolia and Hamilton. Even though the City is not regulating this clean-up effort, many residents have attended Council meetings and other meetings, asked questions and expressed concerns on social media, and have more information about community safety.

In an effort to help local residents understand the environmental cleanup process being conducted by Ascon at the landfill site, the City previously hired HDR Engineering to act as an independent, third-

party technical advisor. In addition to providing regular reports to City Staff regarding on-going work, HDR also responds to resident's questions regarding the cleanup efforts at the landfill. Residents may submit questions at HBtechnicaladvisor@hdrinc.com <<mailto:HBtechnicaladvisor@hdrinc.com>>.

Amendment No. 2 will allow the City to continue providing these services with HDR Engineering in order to keep residents informed about the activities at Ascon.

Environmental Status:

Not applicable for this action.

Strategic Plan Goal:

Community Engagement

Attachment(s):

1. Amendment No. 2 to Professional Services Contract between the City of Huntington Beach and HDR Engineering, Inc. For On Call Water and Engineering Services
2. Amendment No. 1 to Professional Services Contract between the City of Huntington Beach and HDR Engineering, Inc. For On Call Water and Engineering Services
3. Original HDR Contract

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY," and HDR Engineering, Inc. a Nebraska Corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated May 21, 2018 entitled "Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc., for On-Call Water and Engineering Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to extend the term of the agreement:

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

1. EXTENSION OF TERM

Agreement is hereby extended for two (2) years and will expire on May 20, 2024.

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 June 7th, 2022.

CONSULTANT,
HDR Engineering, Inc.

By: _____

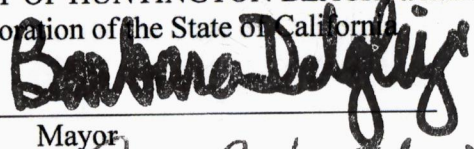
print name
ITS: (circle one) Chairman/President/Vice President

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



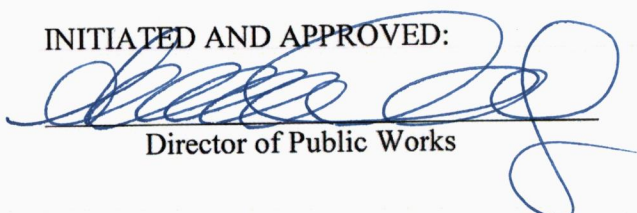
Mayor



City Clerk

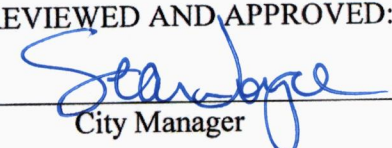
6/10/22 

INITIATED AND APPROVED:



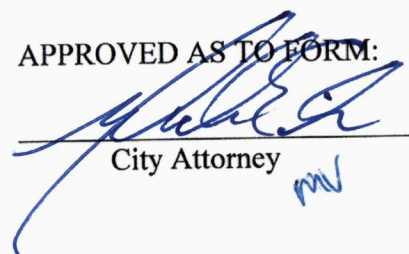
Director of Public Works

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 June 7th, 2022.

CONSULTANT,

HDR Engineering, Inc.

By: Anna Y. Lantin
Anna Lantin, Vice President

print name

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

AND

By: Elizabeth C. Buell
Elizabeth C. Buell, Assistant Secretary

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:

[Signature]
Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney mw



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)

5/16/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES * CERTIFICATE NUMBER: 15288761 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION See Attachment

15288761

City of Huntington Beach
Attention: Duncan Lee
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

June 20, 2022

HDR Engineering, Inc.
Attn: Aaron Meilleur
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377

Dear Mr. Meilleur:

Enclosed is a fully executed copy of *Amendment No. 2 to Professional Services Contract between the City of Huntington Beach and HDR Engineering, Inc. for On Call Water and Engineering Services* approved by City Council on June 7, 2022.

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds
Enclosure

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY," and HDR Engineering, Inc. a Nebraska Corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated May 21, 2018 entitled "Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc., for On-Call Water and Engineering Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to extend the term of the agreement:

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

1. EXTENSION OF TERM

Agreement is hereby extended for one (1) year and will expire on May 18, 2022.

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 April 22nd, 2021.

CONSULTANT,
HDR Engineering, Inc.

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

By: [Signature]
Kip D. Field
print name

[Signature]
Director/Chief
(Pursuant To HBMC §3.03.100)

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

APPROVED AS TO FORM:

AND
By: [Signature]
Angela M. Lisec
print name

[Signature]
City Attorney ur

Date _____

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

RECEIVE AND FILE:

[Signature]
City Clerk [Signature]

Date 4/22/2021

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER 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 HDR ENGINEERING, INC., a Nebraska corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on call water 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 Aaron Meilleur 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 May 21st, , 2018 (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 Dollars (\$1,000,000).

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: Duncan Lee
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

HDR Engineering, Inc.
Attn: Aaron Meilleur
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377
(213) 239-5840

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,

HDR Engineering, Inc.

COMPANY NAME

A Nebraska Corporation

By: _____



Aaron M. Meilleur

print name

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

AND

By: _____


Bonnie J. Kudron

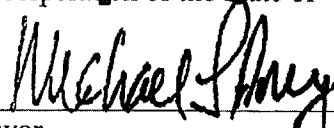
print name

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

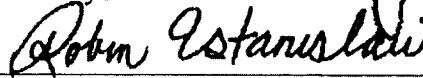
Secretary - Treasurer

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

Mayor



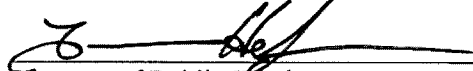
City Clerk



5.24.19 ~~28~~

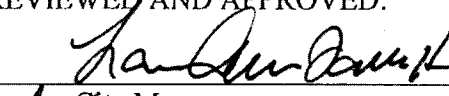
INITIATED AND APPROVED:

Director of Public Works



REVIEWED AND APPROVED:

City Manager



APPROVED AS TO FORM:

City Attorney

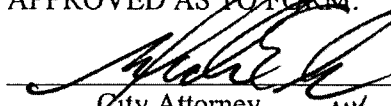


EXHIBIT "A"

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 Water and Engineering Consulting 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.

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.



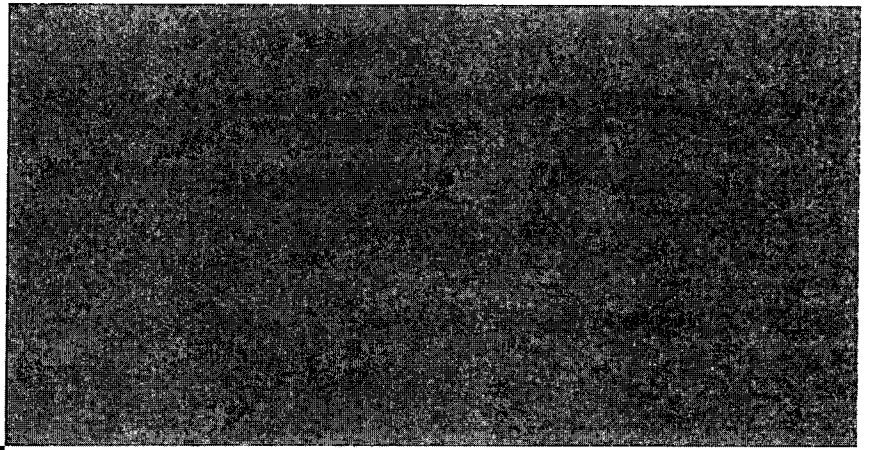
Statement of Qualifications

**On-Call Water Engineering
& Professional Consulting
Services**

Service Category A: Water Engineering
Public Works Department



January 11
2018



A Cover Letter



January 11, 2018
City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

RE: On-Call Water Engineering & Professional Consulting Services, Service Category A.
Water Engineering

Dear Selection Committee,

HDR Engineering, Inc. (HDR) understands that the City of Huntington Beach (City) is a very complete and complex organization that provides a full spectrum of water services to a service area of over 200,000. HDR is excited to submit our qualifications for On-Call Water Engineering & Professional Consulting Services (Service Category A). We are currently working with your staff on several pipeline corrosion assessment projects bringing a history working with your staff. We are prepared to assist you in all aspects and areas of your organization and to work collaboratively with you and your staff to deliver efficient and implementable designs.

Selecting HDR will provide the City with the following benefits:

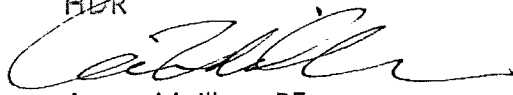
- Local team with similar experience – **Steve Friedman, PE**, our proposed Project Manager, has successfully managed similar on-calls in Southern California for 24 years including on-calls with the Metropolitan Water District of Southern California and Eastern Municipal Water District. He will lead a team of local experts who bring a wide variety of similar project experience. Our local task leads **Amy Omae, PE, LEED AP**, **Brien Clark, PE** and **Dan Ellison, PE** have served in similar roles and will leverage their lessons learned for successful project delivery.
- Proven approach to corrosion engineering – HDR has been and continues to be a leader in the field of tank inspections, cathodic protection evaluations, and condition assessments. HDR focuses on corrosion engineering, corrosivity studies, and coating-related services to assist architects/engineers and owners in designing, constructing, and operating structures with low maintenance costs and long trouble-free lives.
- A best-value approach to all task orders – As you may be aware from our previous work, we put the City's best interests first; either through our competitive rates, project approach, or collaborative approach with City staff. To help ensure a high quality, best value product, all of our work goes through an established and proven internal quality control process. This approach keeps project designs on track resulting in project savings.

hdrinc.com

3230 El Camino Real, Suite 200, Irvine, CA 92602-1377
T 714.730.2300 F 714.730.2301

We look forward to continuing our working relationship with the City. Please contact our project manager, Steve Friedman at (949) 533-6239, should you have any questions regarding our SOQ.

Sincerely,
HDR


Aaron Meilleur, PE
Vice President


Steve Friedman, PE, PMP, BCEE
Project Manager

Proposal At-A-Glance:

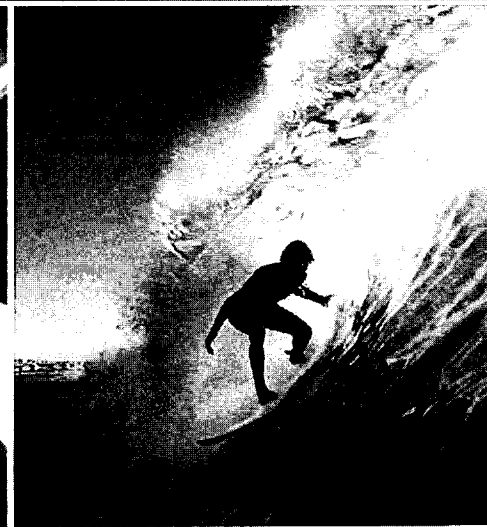
- Cover Letter Page 1
- Vendor Application Form
- Pre-Qualification Form
- Firm Qualification Page 3
- Appendix:
 - Amendment No. 1 Page 16
 - Acknowledgement
 - Key Staff Resume Page 17
- Cost Proposal/Rate Sheet (included under separate cover)

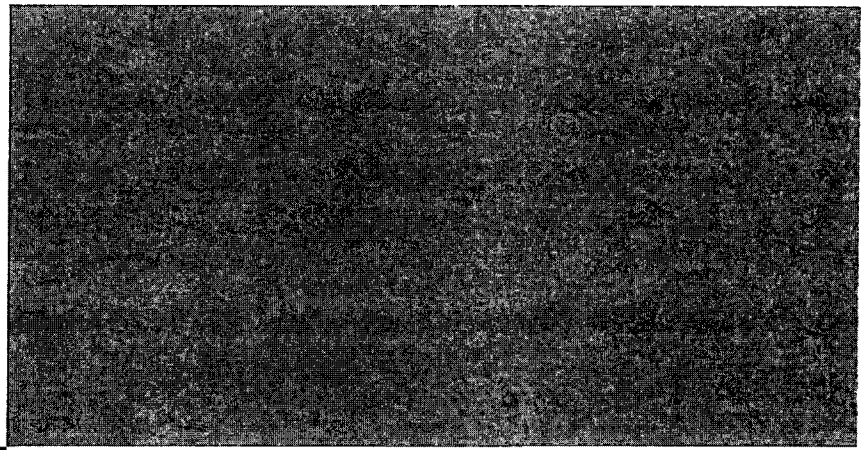
Point of Contact/Project Manager:



Steve Friedman, PE, PMP, BCEE
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377

Main: 714.730.2300
Direct: 714.368.5634
Cell: 949.533.6239
Email: steve.friedman@hdrinc.com





B Vendor Application Form

Item 15. - 151

HB -364-

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: HDR Engineering, Inc.

Contact Person for Agreement: Aaron Meilleur

Corporate Mailing Address: 3230 El Camino Real, Suite 200

City, State and Zip Code: Irvine, CA 92602-1377

E-Mail Address: aaron.meilleur@hdrinc.com

Phone: 213.239.5840 Fax: 714.730.2301

Contact Person for Proposals: Steve Friedman

Title: Project Manager E-Mail Address: steve.friedman@hdrinc.com

Business Telephone: 714.368.5634 Business Fax: 714.730.2301

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

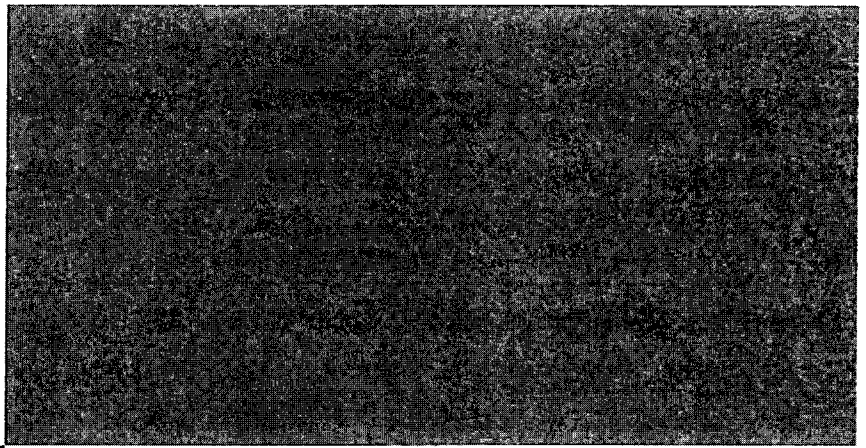
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Kip Field	So. Cal Area Manager	714.730.2400
Aaron Meilleur	So. Cal Water Business Grp. Mgr.	213.239.5840

Federal Tax Identification Number: 47-0680568

City of Huntington Beach Business License Number: A295855
 (If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 04/30/2018



C Pre- Qualification Form

EXHIBIT A: PRE-QUALIFICATION FORM
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

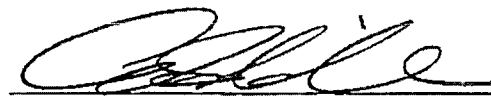
SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Water Engineering	☒ Yes ☐ No

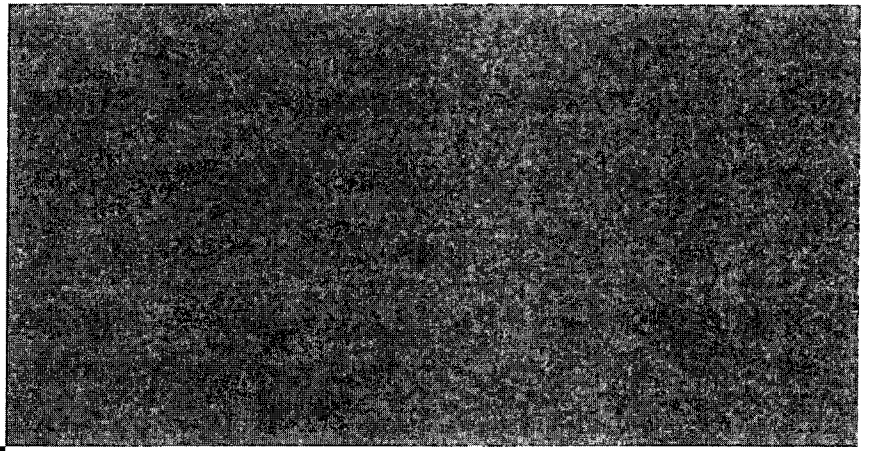
 (Initial) Consultant is willing to execute the Agreement as drafted (See Appendix B).

 (Initial) Consultant is able to provide the insurance as required (See Appendix C).

Firm Name: HDR Engineering, Inc

Firm Address: 3230 El Camino Real, Suite 200, Irvine, CA 92602-1377

Signature:  Date: 01/09/2018



D Service
Category
A. Water
Engineering

At-a-Glance

- HDR Engineering, Inc. (HDR) is an employee-owned corporation.
- Founded in 1917 in Omaha, Nebraska
- California Secretary of State Registration: 06/18/1985 (#1279161)

Location of Company Office:

10,000 Employees & 225 Offices
WORLDWIDE



Firm Qualifications

HDR specializes in meeting the varied water infrastructure needs of our clients worldwide. Since our inception in 1917, our teams have emphasized technical innovation, cost-effectiveness, and attentive client service for 100 years. We provide full service, multi-disciplinary services for a wide range of water infrastructure projects including treatment plants, distribution systems, conveyance storage facilities, and large equipment such as pumps, turbines, and control systems. We have worked with some of the nation's largest water agencies delivering complex engineering and business solutions.

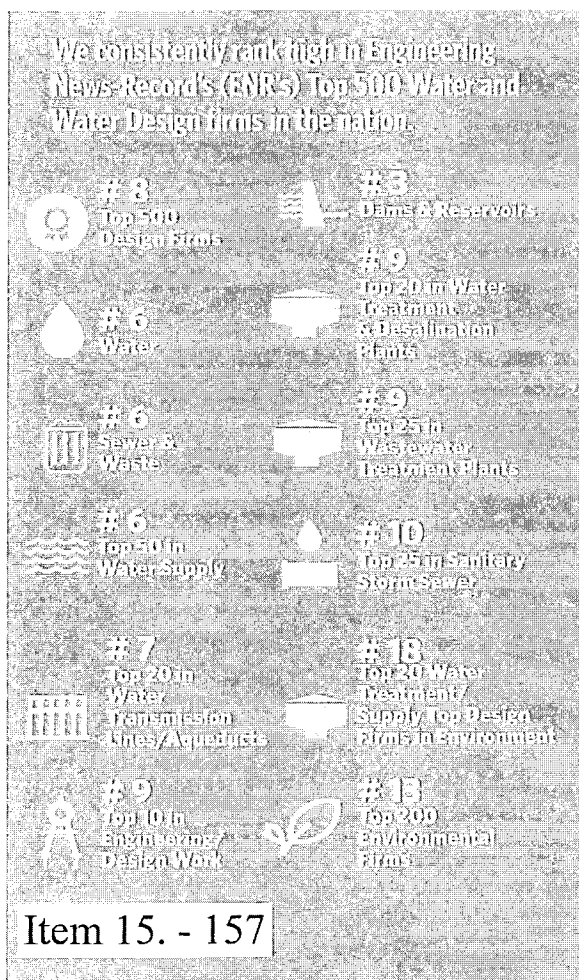
manners of conveyance and storage.

KEY PERSONNEL/STAFFING

The key to efficient project delivery is assigning qualified professional staff who can deliver results. We have established good working relationships with many municipalities and will bring those resources to the City to support tasks under this contract. As specific tasks are defined, we will find the right technical staff, either from within our team, or by engaging the appropriate specialized staff.

The City requires a highly qualified, locally based, capable team of experts that can help the District define, plan, design, and implement your CIP projects. HDR is proposing an experienced team of fully committed staff and subconsultants that will work in partnership with the City staff. Our history of partnering with other agencies, such as Metropolitan Water District and the City of Los Angeles Bureau of Sanitation and Bureau of Engineering demonstrates commitment to provide the right talent at the right time to deliver your projects. HDR's team exceeds the RFP requirements and is organized around major deliverables and areas of

As a Regional Business Enterprise providing engineering and architectural consulting in Southern California since 1960, HDR's services encompass planning, design, and construction management for water agencies throughout the City's service area. Over the years, HDR has expanded to seven Southern California offices: Riverside, Claremont, San Diego, Irvine, Los Angeles, Long Beach, and Ventura. HDR's Irvine office is located within 17 miles of the City's office. HDR's Water Group provides advanced expertise in the full cycle of water management, from water supply to treatment, and all



expertise. Our team has the resources, tools, experience, and commitment to be an effective partner for the City in implementing its CIP projects effectively.

The organization of our team, a table of qualifications of our key staff, and resumes for key team members are provided. Resumes for additional technical support staff are available upon request.



PRINCIPAL IN CHARGE

Aaron Meilleur, PE



PROJECT MANAGER

Steve Friedman, PE,
PMP, BCEE



QA/QC

Kevin Calderwood, PE

John Koreny, PE, PHG, PEG

Graham Bell, PhD, PE, FNACE

Lee Frederiksen, PE



TASK ORDER MANAGERS

Steve Friedman, PE, PMP, BCEE

Amy Omae, PE, LEED AP

Brien Clark, PE

Dan Ellison, PE

WATER PIPELINE ENGINEERING

Steve Friedman, PE, PMP, BCEE

Dan Ellison, PE

PUMP/BOOSTER STATIONS

James Wang, PE

Steve Friedman, PE, PMP, BCEE

CONDITION ASSESSMENT & REHAB

Dave Spencer, PE

Dan Ellison, PE

Eric Scherch, PE

CORROSION CONTROL/ CATHODIC PROTECTION

Brien Clark, PE

Erika Perez, EIT

WELLS

Andrew Cherene, PG, CHG

Steve Friedman, PE, PMP, BCEE

RESERVOIRS/TANKS

Janelle Moyer, PE, CFM, ENV SP

James Wang, PE

ELECTRICAL/I&C

Ray Genato, PE

Adam Nichols, PE

STRUCTURAL

Tom Hamlin, PE

CEQA/NEPA ENVIRONMENTAL

Ingrid Eich

CADD

Daniel Celaya

ARCHITECTURAL

Martin Ramirez, RA

CONSTRUCTION

Len Bystrum, PE

Jon Rohrer, PE

CONSTRUCTION

Len Beystum, PE

Jon Rohrer, PE

RIGHT-OF-WAY

Jennifer Cole

Resume included in appendix

 Staff	 Education and Professional Registration	 Skill Set Fit	 Experience
Principal-in-Charge			

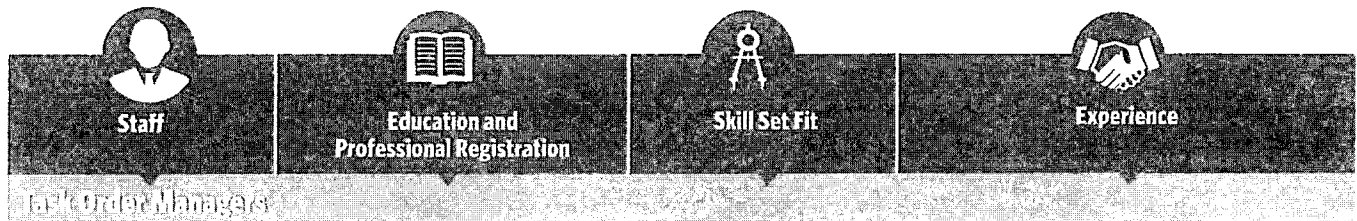
Aaron Meilleur, PE Years of Experience: 22	- Professional Engineer - Civil C62473 California - Professional Engineer - 38518 Washington - Professional Engineer - 15215 Hawaii - Bachelor of Science Civil Engineering United States Military Academy, West Point Naval Academy	Principal-in-Charge	- Pure Water Program's North City Conveyance System (NCCS) Civil Engineering Services, San Diego, CA - Michelson Water Reclamation Plant Biosolids and Energy Recovery Facilities Construction Management Support, Irvine, CA - Valley Sanitary District Requa Interceptor Design, Indio, CA
---	---	---	--

Project Manager/Point of Contact

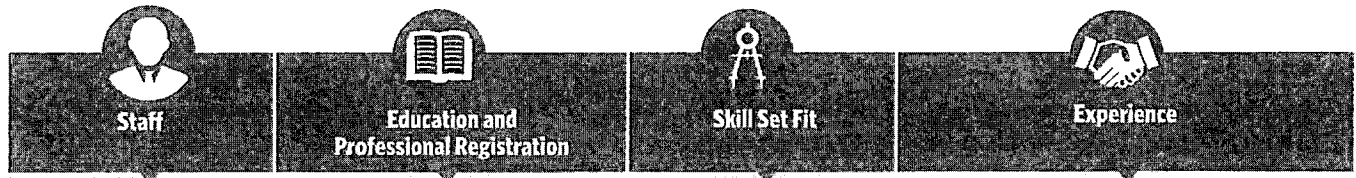
Steve Friedman, PE, PMP, BCEE Years of Experience: 24	- Professional Engineer - Civil 055566 California - Project Management Professional 293170 California - Master of Science Civil Engineering University of California, Berkeley - Bachelor of Science Civil Engineering University of California, Berkeley	Project Manager/Point of Contact, Task Order Manager, Water Pipeline Lead, Pump/Booster Stations Lead	- Metropolitan Water District - Water Treatment and Pipeline On-Call Services - City of Corona Mangular Blending Facility - P-1045: New Potable Water Conveyance On-Board Marine Corps Base - Southeast Recycled Water Pipeline - Central Basin Municipal Water District
--	--	---	---

Task Order Managers

Amy Omae, PE, LEED AP Years of Experience: 13	- Professional Engineer - Civil 76824 California - LEED Accredited Professional 10328834 - Master of Science Environmental Engineering University of Miami - Bachelor of Science Chemistry University of Miami	Task Order Manager	- Mesa Water District - Pipeline Integrity Program - Irvine Ranch Water District - Water Reliability Study - P-1046: New Potable Water Conveyance On-Board Marine Corps Base
--	---	--	--



Staff	Education and Professional Registration	Skill Set Fit	Experience
Task Order Managers			
Brien Clark, PE Years of Experience: 17	- Professional Engineer - Chemical CH 6291 California - NACE Cathodic Protection Specialist 17978 - Bachelor of Science Chemical Engineering California Polytechnic State University, Pomona	Task Order Manager, Corrosion Control/ Cathodic Protection Lead	- City of Huntington Beach - 30-inch Yorktown Transmission Main Rehabilitation - Eastern Municipal Water District - Winchester Recycled Water Transmission Pipeline Corrosion Assessment - Western Municipal Water District - Nondestructive Condition Assessment alternatives for the Mills Gravity Pipeline
Dan Ellison, PE Years of Experience: 36	- Professional Engineer - Civil C38094 California - Structural Engineer S3020 California - Bachelor of Science Civil Engineering University of Utah - Master of Business Admin Finance Univer of Southern California	Task Order Manager	- California Water Service Company - Rancho Dominguez Groundwater Optimization Study - As-Needed Wastewater Condition Assessment of Wastewater Facilities, City of San Diego - WRF 4471 Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal
Dave Spencer, PE Years of Experience: 16	- Professional Engineer C66885 California - Bachelor of Science Civil Engineering California Polytechnic State University, San Luis Obispo	Condition Assessment & Rehab	- WRF 4471 Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal - City of San Diego Metropolitan Wastewater Department (MWWD) Emergency Engineer - County of San Diego Inflow and Infiltration Study San Diego County CA
Andrew Cherene, PG, CHG Years of Experience: 14	- Registered Professional Geologist 8580 California - Hydro-Geologist 974 California - Master of Science Earth Sciences University of California, San Diego - Bachelor of Science Earth Sciences University of California, San Diego	Wells	- Antelope Valley Water Bank - Willow Springs Aquifer Storage and Recharge - City of Santa Monica, Olympic Well Field - Port of Long Beach - Pier B Pump Station Upgrade/North Harbor District Storm Drain Improvement



James Wang, PE
Years of Experience: 21

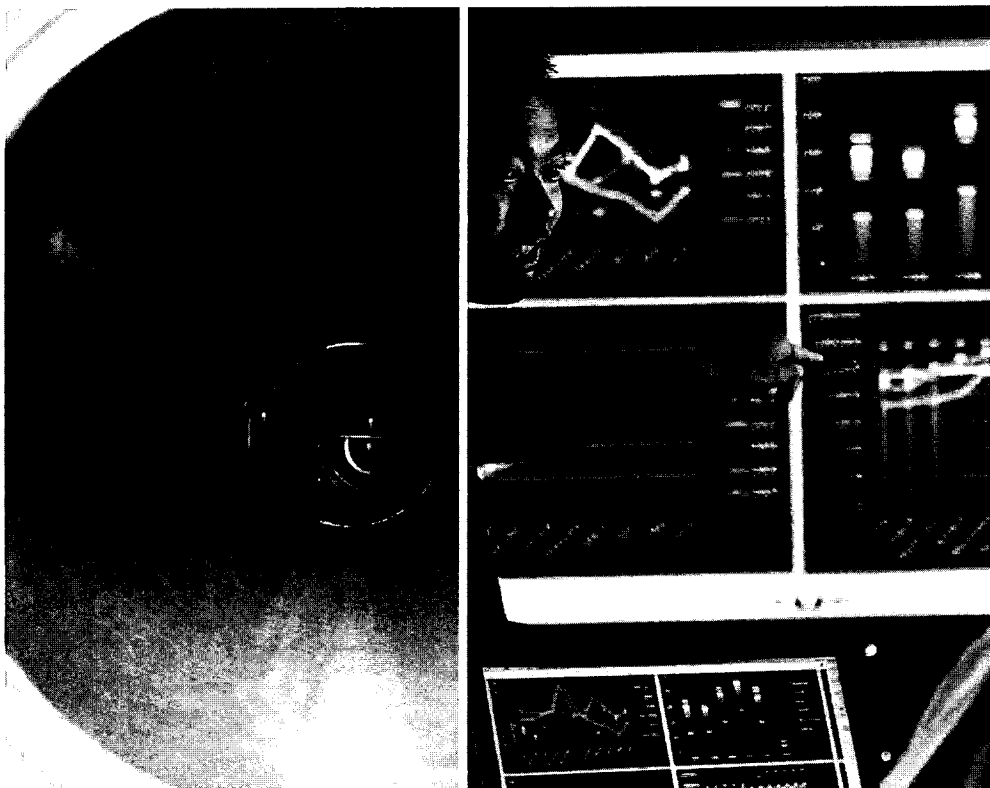
- Professional Engineer - Civil
81123, California
- Master of Science,
Environmental Engineering,
University of Windsor, Ontario,
Canada
- Bachelor of Civil Engineering,
Civil & Environmental Engineer
- Pump/Booster
Stations
- Reservoirs/Tanks
- Pipelines

- Goleta Wastewater Treatment Plant
Upgrade, Goleta Sanitary District, CA
- Edward C. Little Water Recycling Facility
Expansion Design-Build Services, West
Basin Municipal Water District
- Project P-1046, Waste Water
Conveyance Marine Corps Base, Camp
Pendleton, CA

Erika Perez, EIT
Years of Experience: 8

- Engineer in Training, California
- Bachelor of Science Chemical
Engineering California State
Polytechnic University,
Pomona
- Corrosion Control/
Cathodic Protection

- City of Huntington Beach - Pipeline
Annual Corrosion Survey
- Western Municipal Water District -
Nondestructive Condition Assessment
alternatives for the Mills Gravity Pipeline
- Eastern Municipal Water District
- Winchester Recycled Water
Transmission Pipeline Corrosion
Assessment



PROJECT EXPERIENCE AND REFERENCES

The following references and associated project descriptions demonstrate innovative solutions that may be applied to your projects' challenges. These projects represent successful partnerships with our clients—reaching performance goals and delivering within the required schedule. For each reference project, we have included a project description detailing the services provided, as well as an organization contact name, phone number, and e-mail address.

Annual Corrosion Pipeline Survey (2013-2017)

City of Huntington Beach, Huntington Beach, CA

HDR has provided condition assessment and corrosion engineering services for the City of Huntington Beach's five (5) pipeline systems.

The five (5) systems, include eleven (11) pipelines, 138 test stations, 34 insulating joint (IJ) test stations, 35 cathodic protection sacrificial anode beds, and 3 rectifiers. In addition to the facilities tested in 2012, HDR included new facilities that were subsequently added including the Huntington Beach Utility Yard, the 12-inch Harbor Crossing, and the 30-inch Yorktown Pipeline cathodic protection systems. In 2017, the City added five additional pipelines to the annual survey,

which included the 6-inch and 12-inch Algonquin Sewer List Stations, two (2) 8-inch Welded Steel Pipelines at Huntington Harbor Channel, and the Warner Avenue GCP.

Scope of services included records review; pipeline condition assessment survey of all corrosion monitoring test stations, CP rectifiers, performing instant Off survey of all impressed current systems, minor repairs at rectifiers and corrosion monitoring test stations, monitoring Slip Lined 30-inch DIP within the 42-inch steel pipeline (special CP probes), coordinating with City on locating missing CP test stations, and performing minor



Reference

City of Huntington Beach
Mr. Andrew Ferrigno
714.536.5511
aferrigno@surfcity-hb.com



Key Team Members

Brien Clark (Project Manager/
Project Engineer); Erika Perez
(EIT)

maintenance and cleaning of all CP test stations; provide a written report with findings and recommendations for future corrosion control.

Manglar Blending Facility (2012)

City of Corona, California Dept. of Water & Power, Corona, CA

The City of Corona (City) selected HDR to design the new Manglar Blending Facility which includes a dual zone Booster Pumping Station (BPS) with a total firm capacity of 5000 gpm using five pumps (two 100 HP and three 150 HP). Additional components include provisions for emergency power; chemical facilities to inject sodium hypochlorite and ammonia to

produce monochloramines for disinfection; and improvements to the existing facility blend well water with treated water. Energy saving components are also incorporated such as a micro-turbine at the blending location and solar panels on the neighboring dual reservoir roofs.



Reference

City of Corona, Dept. of Water & Power
Mr. Vernon Weisman PE
951.739.4912
vernon.weisman@ci.corona.ca.us



Key Team Members

Steve Friedman (PM); James Wang (PE)

P-1045 New Potable Water Conveyance (2012-2015)

Navy Facilities Engineering Command (NAVFAC) Southwest, Camp Pendleton, CA

HDR served as Designer-of-Record for Project P-1045, which included installation of new water conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP). The new facilities provide enhanced infrastructure throughout the MCBCP. HDR provided preliminary and final design, along with engineering services during construction. The project was completed as design-build with Filanc as the P1045 contractor.

The project included:

- 136,000 feet of 14 and 24-inch HDPE potable water pipe
- Five separate Horizontal Directional Drill locations under environmental and cultural boundaries and beneath Caltrans and Railroad rights-of-way with a total distance of about 10,000 feet.
- Two potable water pumping stations with capacities of 670,000 gallons per day and 2 million gallons per day
- 2 MG potable water storage tank

HDR's pipeline design work included alignment design, pipeline sizing calculations, scour analysis, hydraulic analyses, valve location determinations, trench



Reference

(Both Projects: P-1045 and P1046)
NAVFAC Southwest
Mr. Steve Rosenstein
619.532.1500
Steve.Rosentein@navy.mil



Key Team Members

Steve Friedman (PM for both projects); Amy Omae (Task Lead); Ray Genato (Electrical/I&C); James Wang (Pump Stations and Pipelines)

design, alignment design, multiple horizontal directional drilling designs, and permit application support.

P-1046A North Area Wastewater Conveyance (2014-2016)

Navy Facilities Engineering Command (NAVFAC) Southwest, Camp Pendleton, CA

HDR also served as Designer-of-Record for Project P-1046A, which included installation of new wastewater conveyance and pumping facilities at MCBCP. HDR provided preliminary and final design, along with engineering services during construction. The P-1046A project was completed as design-build with Reyes.

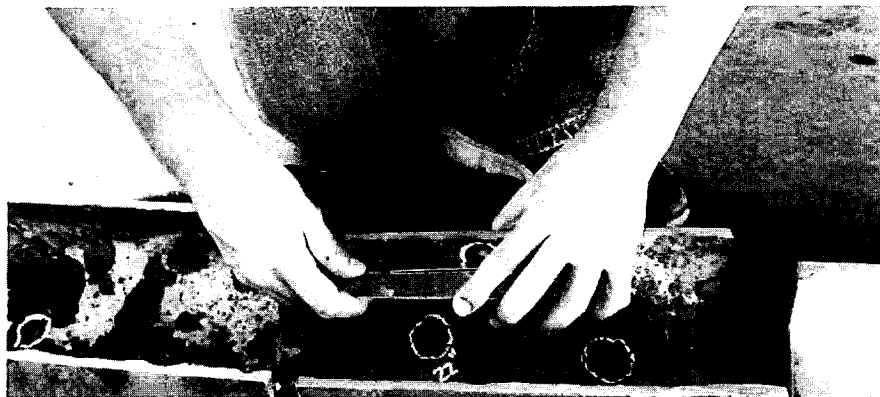
The project included:

- 28,500 feet of 6-inch through 20-inch HDPE wastewater forcemain
- 7,000 feet of gravity sewer manhole and pipe capacity increase from 8-inch to 10-inch; approximately 2,500 feet was upsized by pipe bursting.
- Four new lift stations and one lift station upgrade with capacities ranging from 500,000 gallons per day up to nearly 2 mgd
- Emergency overflow storage for four lift stations
- Demolition of existing lift stations and a 1.5 mgd wastewater treatment plant.

Similar to the P-1045 project, HDR's pipeline design work for P-1046A included alignment design, pipeline sizing calculations, hydraulic analyses, valve location determinations, trench design, alignment design, and permit application support.

WRF 4471: Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal (2014-2016)

Various Agencies including Los Angeles DWP, United States



Under a tailored collaboration effort, HDR recently completed WRF Project 4471 with project sponsors Los Angeles Department of Water and Power (LADWP), Seattle Public Utilities, Fairfax Water, Denver Water, and DC Water. The goal of the project is to leverage current NDE (Non-destructive Examination) technology to help determine when select ferrous water mains should be renewed. Traditionally, water utilities relied on pipeline leak and break data to determine when pipeline renewal was needed. In recent years, several devices have been introduced that can find structural defects or pinpoint leaks. However, the cost of using these tools can be relatively expensive and the results can be varied. The project included the testing of five different inspection technologies side-by-side on cast iron main in Los Angeles. Technologies included:

- Push-in video/audio probe (Wachs Water Service)
- In-pipe remote field electromagnetic scanning
- Acoustic velocity pipe wall analysis (Echologics)
- External scanning with broadband electromagnetic tool (Rock Solid)
- Internal scanning with broadband electromagnetic tool (Rock Solid)

Following data collection of the technologies, portions of the mains were exhumed, visually inspected, photographed and cataloged as to its actual condition, including taking corrosion pit and wall thickness measurements, and compared to the NDE technology inspection results. Initial results showed that 75% of the main had no appreciable corrosion. Only a portion of unlined pipe dating to 1933 needed to be replaced.



Reference

Water Research Foundation (WRF)

Mr. Frank Blaha, Sr. Account Manager

303.347.6244



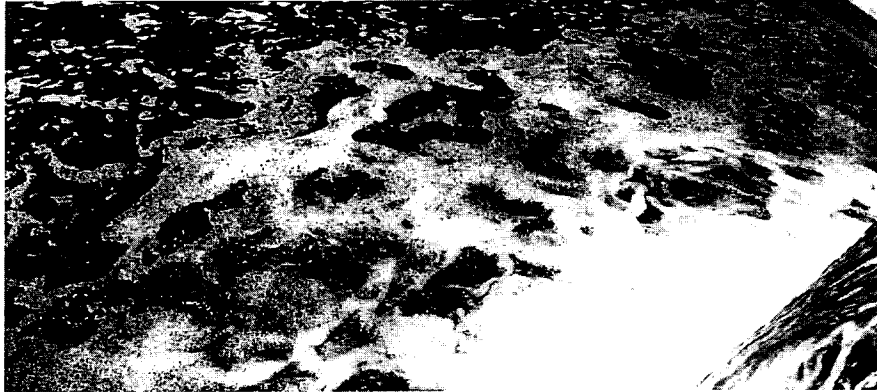
Key Team members

Dave Spencer (Technical Lead);
Dan Ellison (PM); Brien Clark
(Corrosion/Cathodic Protection),
Eric Scherch (Analyst)

Beginning in May 2015, HDR applied the technologies on mains within the five sponsoring utilities (LA, Seattle, Denver, Fairfax, and DC). In the final phase of the project, the benefits of the testing were assessed by comparing the projected life expectancies of mains, both with and without the field test data. The differences in confidence provided by the various models were also assessed.

Water Reliability Study (2014-2017)

Irvine Ranch Water District (IRWD), Irvine, CA



Reference

IRWD
Mr. Paul Cook, General
Manager
949.453.5300
cook@irwd.com



Key Team Members

Amy Omae (Project Engineer),
John Koreny (QAQC)

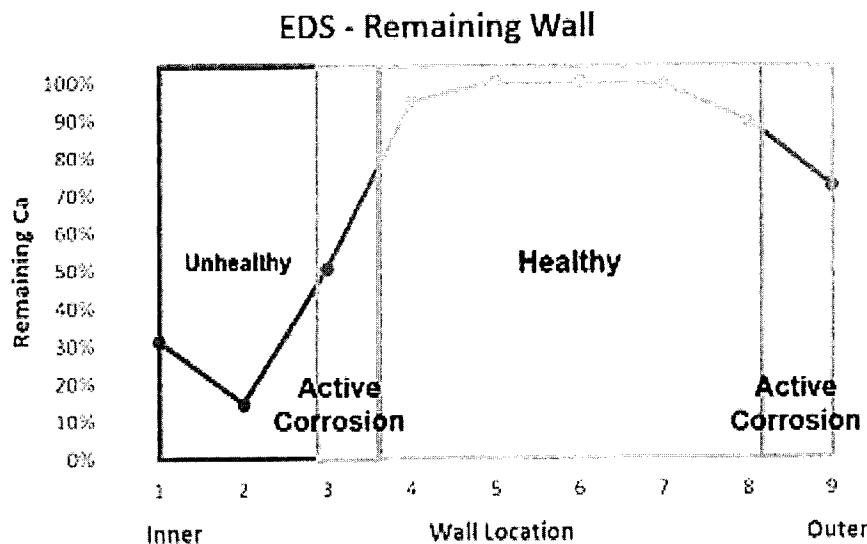
Irvine Ranch Water District (IRWD) takes a diligent approach to developing a reliable and resilient water supply system to serve its growing community. Assuming that planned capital improvement projects are constructed, IRWD has secured a surplus of water that provides sufficient supply under normal operating conditions through build-out. Through the Water Reliability Study, IRWD sought to identify and evaluate a variety of drought and emergency scenarios that could threaten the IRWD's ability to deliver water to its customers and put into place a prioritized portfolio of sound and cost-effective responses. The Water Reliability Study focuses on IRWD's ability to maintain a minimum level of service under various emergency scenarios based on a rigorous and transparent risk

analysis. With recent findings in climate change research and the projected reliability of imported water sources the district needed to reassess its definition of risk and level of service expectations to develop improved and robust mitigation strategies. With the potential for emergency conditions to be more severe than historic data could predict an updated model was required. HDR provided modeling and evaluation of local and imported water supply reliability under a variety of emergency scenarios. The comprehensive resource and supply distribution model simulates and optimizes deliveries and storage of potable water taking into account hydraulic constraints associated with the delivery system. Using an indexed sequential Monte Carlo simulation and 83 years of historical hydrology the model

projects demands supply and storage needs based on an assumed pattern of future climate. Recent climate change research and projected reliability of imported water resources were incorporated into the analysis. Level of service expectations were established and mitigation strategies developed. This analysis provides justification for future operational and capital water reliability improvements and investments from both a local and regional perspective.

Mesa Water District (Mesa) Pipeline Integrity (2017-2022)

Mesa Water District, Costa Mesa, CA



Reference

Mesa Water District,
Ms. Karyn Igar, PE
949.207.5452
KarynI@mesawater.org



Key Team Members

Dave Spencer (Condition Assessment), Amy Omae (PM)
Dan Ellison (PE), Eric Scherch (PE), Brien Clark (Cathodic Protection)

Mesa Water District (Mesa Water) owns 317 miles of water main pipelines. As the system continues to age and deteriorate, investments will be required to sustain desired levels of service. In 2013, Mesa Water completed a Master Plan which used an age-based analysis that estimated approximately \$300 million of pipeline replacement would be needed over the next 30 years. Historically, Mesa Water has not needed to replace considerable quantities of pipeline. Therefore, such an investment level would result in a significant increase in water rates.

Mesa Water pipelines have performed well with break rates similar to other water systems in Southern California and approximately four times better than the national

average. Therefore, even though some pipes have been operating for over 90 years, it is believed that substantial portions of the system may still have significant remaining useful life.

In 2014, Mesa Water began collecting and testing water mains using both destructive and non-destructive technologies. In 2017, Mesa Water hired HDR to:

- Estimate the remaining useful life of Mesa Water's pipelines based on measured pipeline properties, rather than using an age-based approach,
- Identify specific pipes that require replacement, and
- Continuously refine the testing program to provide the most value to the ratepayers.

Based on the results of this analysis, **it was determined that most of the system has significant remaining useful life saving approximately \$230 million in capital investments.**

A condition based decision making process was developed to identify pipeline that warranted near term renewal or more detailed condition assessment. **Mesa Water's pipeline testing program was also refined to focus on more cost effective opportunity condition assessment techniques which will save Mesa Water approximately \$100,000 per year in pipeline testing.** Over the next four years, HDR will continue to work with Mesa Water to refine the Pipeline Integrity Program to focus limited resources on the right pipe, at the right time, using the right technology.

UNDERSTANDING AND METHODOLOGY

The City of Huntington Beach (City) serves over 200,000 residents with safe and reliable drinking water. The City's potable water infrastructure consists of groundwater wells, storage reservoirs, pump stations, pressure regulating facilities, and about 500 miles of pipeline. New groundwater wells are being constructed to increase the City's available drinking water supply. Existing storage and pressure regulating facilities as well as the pipeline distribution system must be maintained, upgraded, and if necessary, replaced.

The majority of the City's pipe distribution system is asbestos cement (AC) material that is over 50 years old, portions of which are buried in corrosive soils below sea level and in contact with saltwater. The condition of the City's aging pipelines should be assessed to determine whether it needs to be rehabilitated or replaced. For the past 6 years, HDR's worked

closely with City staff to conduct corrosion assessment surveys on the City's existing cathodic protection system and recommend corrosion protection work to maintain distribution system integrity. In these surveyed areas, we are familiar with your existing system, pipe condition, and potential work needed to begin right away.



HDR has a proven track record of providing custom and collaborative solutions to complex projects. We will work closely with City staff to ensure the correct and efficient action is implemented. The City will furnish a task order or scope of work request for each project, and HDR is prepared to start immediately upon your Notice to Proceed. We have assigned one of HDR's most capable Project Managers, Steve Friedman, PE, to lead this effort. He has worked on past as-needed engineering contracts and has extensive experience on a variety of

drinking water projects as HDR's Southern California Water Market Sector Leader.

Steve is based locally in the HDR Irvine office, which is only 17 miles from the City's office. As the Project Manager, he will oversee a team of task leaders to effectively manage the as-needed engineering services required by the City. Steve has managed large design teams from planning, design, and construction. He is an experienced Project Manager and devoted to providing a quality product by implementing necessary quality assurance procedures for successful delivery.

Based on our experience with other as-needed contracts, we understand that projects can vary widely in size, complexity, and scope. Our approach, effort, and fee will reflect the need for flexibility. Close coordination and communication with the City and the project team is required for successful delivery



Steve Friedman, PE, PMP, BCEE **Project Manager and Point of Contact**

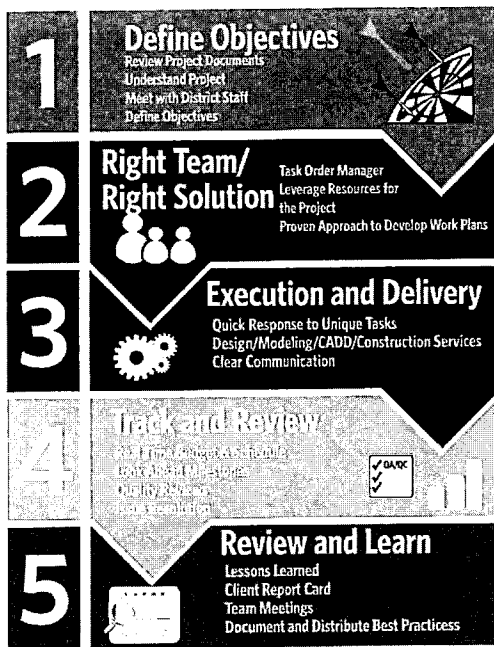
With 24 years of experience, Steve brings the following benefits to the City:

- Led A&E teams in the planning and design of over \$250M worth of water infrastructure
- Designed 50 miles of pipeline ranging between 6-inches and 66-inches in diameter.
- Career emphasis in the heavily-urbanized areas of Southern California
- Managed nearly 20 water system and conveyance design projects



Steve Friedman has personally always done the utmost to provide excellent client service. His organized, straightforward approach and responsiveness to requests have been a cornerstone to his performance. His assistance with our public outreach program really made a difference in advancing a high profile project. I personally look forward to working with Steve on other projects in the near future."

- Erik Jorgensen, PE
Eastern Municipal Water District
Senior Civil Engineer



Work plan for task orders.

of any task order, particularly multi-disciplinary projects. We believe it is important to have those who will ultimately own and operate the facilities to be involved in the project during its development. Our methodology to address and execute each task order will follow the work plan shown above.



We have extensive experience with performing multiple, simultaneous task orders for on-call contracts. Upon receipt of each task order, our Project Manager, Steve Friedman, will meet with the City's key stakeholders to understand the needs, drivers, schedules, and issues related to the task order to clearly define the project objectives. For small projects, this may be accomplished with a phone call or a few email exchanges. For more complex tasks, in-person meetings are generally best for

a clear, direct understanding.

Steve will then identify the appropriate Task Order Manager, technical staff, and QA/QC team members. We will develop a detailed task order scope, schedule, and fee that are understandable and achievable. Our scope of work assumptions will be discussed with the City's project manager to so that deliverable and performance expectations are transparent and agreed upon. Schedule is often critical to fast-tracked projects and a detailed project schedule will be prepared for each task order in a format acceptable to the City to complete projects on time and within budget. The task order proposal will be submitted to the City for review and negotiated to finalize the scope, fee, and schedule.

For as-needed task orders, flexibility and adaptability is critical for successful execution. Our team includes professionals locally-based in southern California with a wide range of experience and qualifications that are dedicated to providing high-level service and being responsive to your needs. A few of the key team members are identified.

- Amy Omae, PE (Irvine, CA) is currently managing a project for the City's neighbor, Mesa Water District, to determine the remaining useful life of their existing pipeline infrastructure as part of the

Pipeline Integrity Program. She has also been involved in the design of several pump stations and pipelines.

- James Wang, PE (Irvine, CA) has managed several projects and been the lead designer to rehabilitate several pump stations and develop design plans, specifications, and cost estimates (PS&E) documents for pipelines, groundwater wells, and storage reservoirs.
- Brien Clark, PE (Claremont, CA) has familiarity with the City of Huntington Beach. He has worked on projects with the City including the Yorktown Transmission Main Rehabilitation and is currently working with the annual corrosion assessment surveys along side Erika Perez, EIT (Claremont, CA)
- Dave Spencer, PE (San Diego, CA) is a contributing author for American Water Works Association (AWWA) M77: Condition Assessment of Water Mains and a technical lead for Water Research Foundation (WRF) studies on condition assessment for metallic and asbestos cement pipe.
- Andrew Cherene, PG, CHG (Long Beach, CA) has effectively managed several drilling programs and designs for installation of groundwater wells and test water supply wells.



Each proposal will identify those individuals that will be made available to the City for the duration of each task order. Our team will be tailored to each task order to optimize efficient execution and successful completion. Steve will assign Task Order Managers, who will identify the needed skills and obtain the commitment from team members, including specialized subconsultants, to prepare an organizational chart for approval by the City's project manager.

At each project kick-off meeting, we will identify relevant stakeholders, review procedures and design requirements, and establish clear lines of communication and authority. During project execution, HDR staff will be present for all necessary meetings and prepare detailed notes, progress reports, and interim work products as required. All deliverables will be reviewed by HDR's independent QA/QC team to verify accuracy and completeness prior to submission to the City for review.

exceed expectations. Our intent is to remain with the project until its implementation and beyond so that we confirm the work was successfully delivered. Our commitment to your project and involvement through its development and implementation will allow us to address any issues or discrepancies that should arise in design, construction, or operation.

Example scopes of work are shown in the figure below for typical task orders for engineering services provided during planning/preliminary design, design, and construction.



HDR strives to provide the City with excellent service and

EXAMPLE SCOPE OF WORK FOR TYPICAL TASK ORDERS

Our task order scope of services are detailed and thorough, outlining exactly what will be accomplished.

A typical outline for a preliminary design report may include:

- Basis of Design (Design Criteria)
- Preliminary Alternatives
 - Identify Potential Major Utility Conflicts
 - Identify Traffic and Transit Concerns
 - Identify Construction Concerns
 - Identify Local Agency and Stakeholder Concerns
- Pipeline Material Selection
- Identify type of specifications
- Construction Methods
- Environmental Concerns
- Schedule
- Preliminary Construction Cost Estimate

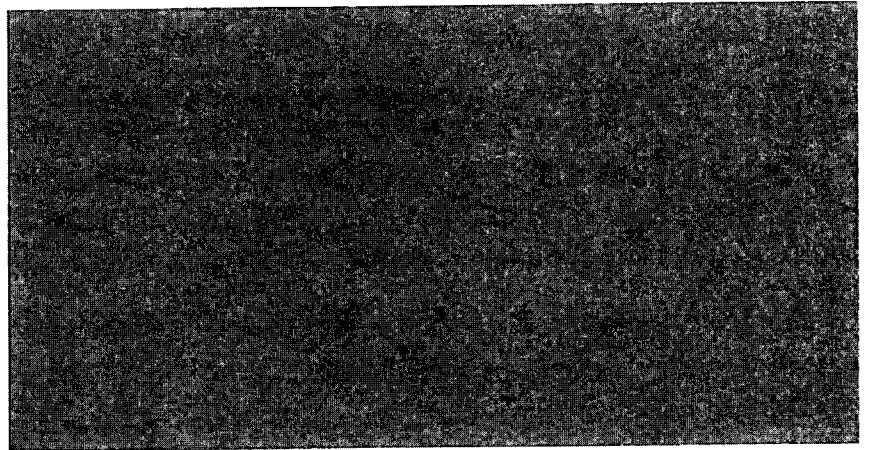
For a design project, a typical scope of work may include the following tasks:

- Project Management and Meetings
- Survey Work
- Basemap Preparation: datum, basis of bearing, utility locations, potholing, right-of-way
- Geotechnical Investigation (provided by the District)
- Environmental Documentation
 - CEQA Process (provided by the District)
 - Stormwater Pollution Prevention Plan & Permitting
- Preparation of Contract Drawings and Specifications for 30%, 60%, 90% and Final Plans
- Coordination with Stakeholders and Local Agencies

- Easement Acquisition and Permitting
- Bidding Assistance
- Preparation of As-Built Drawings

For a construction management or engineering services during construction project, a typical scope of work may include the following tasks:

- Project Management and Construction Progress Meetings
- Bidding Assistance
- Inspection
- Field Engineering
- Submittal Reviews
- RFI Responses
- Change Order Review
- As-Built Development
- O&M Manuals
- Warranty Inspection



Appendix:
Addendum 1
(Acknowledgement)
Key Staff
Resumes

City of Huntington Beach
Public Works Department
2000 Main Street
Tel. (714) 960-8820

ADDENDUM NUMBER ONE

For
RFQs – Water, Plan Check, Ocean, Architectural, Transportation, Construction
Management, Materials, Civil
in the
CITY OF HUNTINGTON BEACH

November 29, 2017

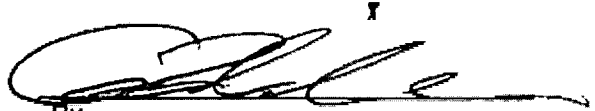
Notice To All:

City of Huntington Beach has extended the due date from January 4th, 4:00 pm 2018 to January 11th, 4:00 pm 2018 for eight (8) Request For Qualifications (RFQ) for various professional services (Water, Plan Check, Ocean, Architectural, Transportation, Construction Management, Materials, Civil).

This is to acknowledge receipt and review of Addendum Number One, dated November 29, 2017.

HDR Engineering, Inc

Company Name


By

01/09/2018

Date

All bidders must acknowledge and include the receipt of this Addendum with your RFQ packages.



Steve Friedman, PE, PMP, BCEE

Project Manager, Point of Contract

Steve has 22 years of experience in engineering planning and design of water, recycled water, industrial waste, and wastewater facilities. His background includes a variety of project types that consist of transmission and distribution system piping, wastewater treatment plant upgrades, pumping stations, pressure control stations, and water treatment. He has provided a wide range of services during construction including office engineering, observation and construction management.

His project management skills have been honed through the successful delivery of multidiscipline infrastructure projects in southern California and across the US — he is one of HDR's most experienced project managers. He will provide consistent guidance to HDR project teams, and manage the overall contract to deliver on the scope objectives while maintaining schedule and budget.

EDUCATION

Master of Science, Civil Engineering, University of California at Berkeley, 1994

Bachelor of Science, Civil Engineering, University of California at Berkeley, 1993

REGISTRATIONS

Professional Engineer - Civil, California, United States, No. 055566

Project Management Professional, California, United States, No. 293170

Risk Assessment Methodology for Water, California

PROFESSIONAL

MEMBERSHIPS

California Water Environment Association

Water Environment Federation

American Water Works Association, Water Reuse Committee/Secretary

WaterReuse Association

RELEVANT EXPERIENCE

Metropolitan Water District, Water Treatment and Pipeline On-Call Services, Los Angeles, CA

Project Manager. Steve has managed this on-call contract for Metropolitan since the end of 2013. Since that time, he has selected the appropriate project team and managed the contract for four different task orders. He is currently the project manager for one task order; providing UPS replacement at all five Colorado River Aqueduct Pumping Stations.

NAVFAC Camp Pendleton, P-1045: New Potable Water Conveyance On-Board Marine Corps Base, San Diego, CA

Project Manager. This projects connect the north and south base systems to increase the overall reliability of the MCB Camp Pendleton water systems. The project is comprised of over 31 miles of new pipelines, 3 pumping stations, and a storage reservoir.

City of Corona Department of Water and Power, Manglar Blending Facility, Corona, CA

Project Manager. Designed a new 5,000 gpm dual zone booster pumping station, which included a building to house 1060- and 1220-Zone pumps, and emergency generator, site security, chemical facilities to inject sodium hypochlorite and ammonia to produce monochloramines for disinfection, blending station improvements, and noise abatement. Energy saving components were incorporated, which included a micro-turbine at the blending location and solar panels on the neighboring dual reservoir roofs.

City of Newport Beach, Industrial Way Water Transmission Main Replacement, Newport Beach, CA

Managed the routing study, design, bidding, and construction engineering services for the replacement of a 2,000 linear feet

STEVE FRIEDMAN (CONTINUED)

(LF) of 14-inch-diameter water main located in Industrial Way between Superior Avenue and Newport Boulevard, and a 30-inch-diameter water main that traverses the city's general services department. The two existing water mains were replaced with a single 36-inch-diameter water main within the Caltrans and City of Costa Mesa public street right-of-way. The project also consisted of designing a new 8-inch-diameter water main to connect from the replaced water main to an existing water main.

City of Pomona, Perchlorate Treatment System, Pomona, CA

Project Manager. Managed the design, construction, start up, acceptance testing and permitting assistance for a 16.6 MGD perchlorate anion exchange treatment plant. Design included providing intermediate pumping to deliver the finished water to Reservoir 6, redundancy of process equipment, security for the facility, and incorporation of the system operation into the City's SCADA network and with the existing AEP processes.

Irvine Ranch Water District, IRWD-Shady Canyon Offsite Pipelines (Bonita Canyon), Irvine, CA

Project manager for design, bidding, and construction engineering services for four miles of 24-inch-diameter and one mile of 36-inch-diameter recycled water transmission mains, two miles of 16-inch-diameter domestic water transmission main, and a half mile of 15-inch-diameter sewer line. The design required close coordination with The Irvine Company, City

of Newport Beach, City of Irvine, and several other consulting firms. Developer driven schedules required three separate bid packages that further complicated the project. The total estimated construction cost for this project is approximately \$9 million.

Poseidon, Carlsbad Desalination Plant Intake Facilities Preliminary Design, Carlsbad, CA

Project Manager. Steve oversaw a diverse design team to prepare preliminary design and contract documents for design build procurement of the Carlsbad Desalination Plant's new intake facility. It consists of a new 198 mgd (368 cfs) water pumping station, modifications to the existing 127 mgd (235 cfs) process water pumping station, a new fish screening structure with a 1,000 feet long 24-inch diameter fish return pipeline, and two large diameter pipeline designs: 500 feet of 72-inch pipeline and 100 feet of 84-inch pipe. Special features include a shoring design for deep excavation and high groundwater, an electrical building for the 1,000 horsepower pumping system, ingress/egress modifications to the existing plant, and environmental. The team also prepared twenty conceptual alternatives under client direction for permitting approval in accordance with the Ocean Plan Amendment.



Amy Omae, PE, LEED AP
Task Order Manager

Amy is a proven project manager with extensive experience in water and wastewater master planning, design, and engineering services during construction projects throughout Southern California. Her expertise is in the design of treatment plant processes, pipeline alignments, mechanical pumping systems, pilot testing and research, alternative technology evaluations, mass balance and financial model development, data analysis for technically based local limits, quality assurance, and field engineering services during construction.

EDUCATION

Master of Science,
Environmental
Engineering (Civil
Engineering with
Environmental Emphasis),
University of Miami,
2006

Bachelor of Science,
Chemistry (Chemistry
and Environmental Health
Science), University of
Miami, 2004

REGISTRATIONS

Professional Engineer -
Civil, California, United
States, No. 76824

LEED Accredited
Professional, United
States National
Registration, No.
10328834

PROFESSIONAL MEMBERSHIPS

American Society of
Civil Engineers (ASCE),
Associate Member,
2007-2017

Water Environment
Federation, Member,
2011-2017

Asian American
Architects / Engineers
Association (AAa/e),
Member, 2014-2017

WaterReuse, Member,
2015-2017

RELEVANT EXPERIENCE

NAVFAC P1046 North Area Waste Water Conveyance Project Design and Construction Services, Camp Pendleton, CA

Responsible for the design of the Tributary Area Pump Station 9 (TAPS9), decommissioning and demolition of the Sanitation Treatment Plant 9 (STP9), and QA/QC review. HDR served as Designer-of-Record for the installation of new wastewater conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP) in San Diego. The new facilities provide enhanced infrastructure to convey increased sewage flows throughout the camp and convey wastewater to the Southern Regional Tertiary Treatment Plant (SRTTP). HDR provided preliminary and final design along with engineering services during construction. The P-1046A project includes 28,500 feet of 6-inch through 20-inch HDPE wastewater force main, 7,000 feet of gravity sewer manhole and pipe capacity increase from 8-inch to 10-inch, approximately 2,500 feet is upsized by pipe bursting, five separate Horizontal Directional Drill locations under environmental and

cultural boundaries and beneath Caltrans and Railroad rights-of-way with a total distance of about 10,000 feet, four new lift stations and one lift station upgrade with capacities ranging from 500,000 gpd up to nearly 2 mgd, emergency overflow storage for four lift stations, demolition of existing lifts stations and a 1.5 mgd wastewater treatment plant.

Irvine Ranch Water District, Water Supply Reliability Evaluation, Irvine, CA

Project Engineer. Prepared a Water Supply Reliability Evaluation report for the Irvine Ranch Water District (IRWD). HDR evaluated several potential future water supply scenarios. Provided modeling and evaluation of local and imported water supply reliability under a variety of emergency scenarios based on a rigorous and transparent probability of risk analysis. Recent climate change research and projected reliability of imported water resources were incorporated into the analysis. Level of service expectations were established and mitigation strategies developed.

AMY OMAE (CONTINUED)

Mesa Water District, Pipeline Integrity Testing Program, Costa Mesa, CA

Responsible for managing the overall project and defined tasks for this as-needed consulting services contract. Mesa Water District performed an age-based assessment for over 300 miles of water distribution piping, which resulted in an estimated replacement cost of \$300 million within the next 30 years. Because their break rates were not consistent with this forecast, HDR was selected to assist Mesa Water in the determining the remaining useful life of their water main pipeline by evaluating historical data, identifying the appropriate test methodology, and continuously refining the testing program to focus Mesa Water's rehabilitation and replacement efforts and provide the most value to customers. The scope expanded to include performing a survey of the cathodic protection system and a close-interval survey.

Irvine Ranch Water District, Michelson Water Reclamation Plant Phase 2 Expansion, Design and Engineering Services During Construction, Irvine, CA

Responsible for developing the financial model to evaluate biosolids and sludge handling alternatives analysis, design of the agitation aeration distribution system for the influent junction structure, headworks, primary splitter box, and primary distribution channel, managing and performing QA/QC review of submittal reviews and requests for information (RFIs), change orders, civil site grading

design, and field engineering. HDR performed the conceptual design, preliminary design, and final design, and provided engineering services during construction of the Michelson Water Reclamation Plant Phase 2 expansion to 33 mgd. Improvements included influent sewers, headworks, expansion of the primary sedimentation tanks, new primary effluent pumping station and flow control, modified flow equalization basins, secondary treatment expansion with membrane bioreactors (MBR), new high-rate clarifier to treat filter backwash, effluent filtration, new ultraviolet (UV) disinfection system, reclaimed water pumping, modifications to chlorine contact basins, chemical feed systems, new pumping and other ancillary facilities, and electrical modifications.

City of San Mateo, Clean Water Program, Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion Project, San Mateo, CA

Project Engineer and DUCT Design Lead. Responsible for design of the dual use contact tank and flow split structure and assist the design of the biological nutrient removal (BNR) system. HDR performed the conceptual design and is in the process of developing the preliminary design and final design of the San Mateo/Estero Municipal Improvement District (EMID) Wastewater Treatment Plant.



Brien Clark, PE

Task Manager, Corrosion Control/Cathodic Protection Lead

Brien Clark is the Manager of Technical Services for HDR Engineering, Inc. He has been with HDR Engineering since 2000. Brien has performed condition assessments, external direct assessments, failure analyses, soil corrosivity studies, water aggressivity studies, cathodic protection surveys, cathodic protection/corrosion control designs, and construction checkouts.

EDUCATION

Bachelor of Science
– Chemical Engineering,
California Polytechnic
University, Pomona

REGISTRATIONS

State of California,
Professional Chemical
Engineer - #6291

State of Arizona,
Professional Chemical
Engineer - #48417

State of Idaho,
Professional Chemical
Engineer - #15476

State of New Mexico,
Professional Chemical
Engineer - #21879

NACE International
Cathodic Protection
Technologist CP-3
#17978

Cathodic Protection
Specialist CP-4 #17978

Cathodic Protection
Interference

NCCER Corrosion
Prevention Field
Technician 1

NCCR Abnormal
Operating Conditions -
Field Ops

RELEVANT EXPERIENCE

City of Huntington Beach, Yorktown Transmission Main Rehabilitation - 30"

Project Manager/Project Engineer. The project entailed the installation of corrosion test stations, three impressed current cathodic protection deep wells and rectifiers, pipeline internal and external joint bonding, and electrical isolation joints for an existing 30-inch cement mortar lined and coated (CML&C) steel water transmission main. Technical construction management services were provided including interpreting design document intent for the City, responding to contractor RFIs and RFCs, and performing construction witnessing and check-out testing. Field testing included performing electrical continuity measurements along the pipeline; witnessing and testing the installation of the cathodic protection systems including deep well drilling, anode conformance and inspection, cable inspection, anode loading, well logging, and rectifier installation and testing; confirming the installation and effectiveness of electrical isolation devices; performing a pipe-to-soil potential survey of existing test stations to establish a potential baseline; and performing a pipe-to-soil potential survey after rectifiers

were energized and the pipeline had polarized to verify the effectiveness of the impressed current cathodic protection systems. Troubleshooting with respect to unusual potential fluctuation was also investigated for stray current activity.

City of Huntington Beach | Annual Corrosion Survey, Huntington Beach, CA

Cathodic Protection Design Reviewer. HDR provided condition assessment and corrosion engineering services for the City of Huntington Beach's five (5) pipeline systems. The five (5) systems, include eleven (11) pipelines, 138 test stations, 34 insulating joint (IJ) test stations, 35 cathodic protection sacrificial anode beds, and 3 rectifiers. In addition to the facilities tested in 2012, HDR included new facilities that were subsequently added including the Huntington Beach Utility Yard, the 12-inch Harbor Crossing, and the 30-inch Yorktown Pipeline cathodic protection systems. Scope of services included records review; pipeline condition assessment survey of all corrosion monitoring test stations, CP rectifiers, performing instant Off survey of all impressed current systems, minor repairs at rectifiers and

BRIEN CLARK (CONTINUED)

corrosion monitoring test stations, monitoring Slip Lined 30-inch DIP within the 42-steel pipeline (special CP probes), coordinating with City on locating missing CP test stations (16 each), and performing minor maintenance and cleaning of all CP test stations; provide a written report with findings and recommendations.

City of Huntington Beach | Feeders OC-9 and OC-35, Huntington Beach, CA

Project Manager, Project Engineer. The two pipelines were approximately 53 and 43 years old, respectively. Feeder OC-9 is a 14- to 30-inch diameter cement mortar lined and coated (CML&C) steel, PVC, and ductile iron pipeline, running approximately 46,000 feet (8.72 miles). Feeder OC-35 is a 27- to 36-inch diameter CML&C Steel pipeline, running approximately 31,300 feet (5.93 miles). HDR provided recommendations for controlling corrosion on the two pipelines based on documentation provided by the city.

Inland Empire Utilities Agency District | As-Needed Corrosion Assessment Services, Chino, CA

Contract/Project Manager. The Inland Empire Utilities Agency (IEUA) is a regional wastewater facility in southern California that operates five regional plants and processes 60 mgd. HDR was selected as a consultant to provide corrosion assessment services as-needed on this 5-year contract. Since inception, condition assessments have been conducted on numerous headworks, wet

wells, influent pump stations, grit chambers, diversion structures, primary clarifiers, secondary clarifiers, digesters, aeration basins, and various process piping across the five treatment facilities. Mr. Clark is the contract manager and has served as the project manager on the majority of the task orders to date. He is also the quality reviewer and engineer of record for the final reports.

Lower Busch Tank Cathodic Protection Design, Los Angeles Department of Public Works (LADPW), Malibu, CA.

Contracted through the tank designer, Cannon Corporation, services provided included cathodic protection design to protect the interior of a proposed welded steel 0.47 MG water reservoir. Deliverables included plan, elevation, and detail drawings, and a technical specification. Design Reviewer.

Southeast Water Reliability Project (SWRP), Central Basin Municipal Water District (CBMWD), Pico Rivera, CA.

This project entailed the design of approximately 70,000 linear feet of 42-inch diameter recycled water transmission pipeline and booster pump station. Corrosion-related deliverables included a 30% pre-design report, cathodic protection calculations, plan and detail sheet drawings, and technical specifications. Report Reviewer and Design Reviewer.



Dan Ellison, PE

Task Order Manager

Dan has gained national and international recognition as an expert on pipe assessment, rehabilitation, and trenchless construction, having authored several books on the subject. He is the former Chair of the Water Main Rehabilitation Committee of AWWA. Dan has managed groups with more than 40 employees and programs with annual budgets up to \$40 million. Projects have ranged from record-setting trenchless river crossings, to published research, to power plant retrofits, even a fish ladder. This diversity of projects along with superior management skills of people and programs make Dan tremendously flexible and creative. With more than 35 years of civil and structural engineering experience, Dan has design and construction experience in both the energy and water supply fields on projects ranging to the multi-billion dollar range.

EDUCATION

Master of Business
Admin, Finance,
University of Southern
California (USC), 1994

Bachelor of Science, Civil
Engineering, University of
Utah, 1981

Bachelor of Arts, English
Language & Literature,
University of Utah, 1978

REGISTRATIONS

Structural Engineer,
California, US, #S3020

Professional Engineer
- Civil, California, US,
#C38094

PROFESSIONAL

MEMBERSHIPS

American Public Works
Association (APWA),
Member

American Society of
Civil Engineers (ASCE)
Member

American Water
Works Association,
California Nevada,
Pipeline Rehabilitation
Committee, Former Chair

American Water Works
Association, Member

American Water
Works Association,
National AWWA, Water
Main Rehabilitation
Committee, Former Chair

RELEVANT EXPERIENCE

Otay Water District, Annual Corrosion Surveys San Diego, California

The OWD has an ongoing Cathodic Protection (CP) Program. The program consists of monitoring and maintaining 60 separate pipelines and 29 reservoirs as well as providing design services for future projects. As part of the Scope of Work HDR is responsible for repairing cathodic protection systems having deficiencies on 29 steel reservoirs.

City of San Diego, California, As- Needed Engineering Wastewater Facilities Condition Assessment San Diego, California

Provided as-needed corrosion engineering and condition assessment services for city's sewer pipeline system which includes pipelines ranging from eight- to 120-inches in diameter force mains and trunk sewers. Task orders have included a rigorous evaluation of the consequence of failure and a thorough analysis of the likelihood of failure combining both field condition data and statistical analysis. Work included the use of closed circuit television (CCTV)

to gather review and validate all available data and update the existing CCTV Tool Box. Other tasks performed included preparation of a condition assessment work plan field data collections and preparation of a repair/rehabilitation and replacement (R&R) action plan that included a comprehensive financial analysis projected timeline and cost estimate for each pipeline implementation.

City of Buena Park, Pipe Criticality Assessment Buena Park, California

The city was concerned about the system's remaining useful service life and was interested in developing a plan for future replacement of their distribution piping. HDR conducted a criticality assessment of the city's 313,436 s asbestos concrete (AC), ductile iron, and steel pipes to prioritize assets requiring immediate attention by means of replacement or repair. Over 40 percent of the existing pipelines were over 50 years old, with the oldest in service for approximately 65 years. HDR performed analysis of available break data and compared to industry norms, field corrosion survey, and acoustic velocity testing.

DAN ELLISON (CONTINUED)

**Long Beach Water Department,
Sewer Lift Station S-1 Claremont,
Los Angeles, California**

HDR was selected by Long Beach Water Department to provide engineering design and bid/construction phase services for the S-1 Sewer Lift Station Rehabilitation project. Work includes numerous lift station improvements needed to address issues with structural mechanical electrical and instrumentation components address the current condition of SLS S-1 develop rehabilitation alternatives and develop plans and specifications to implement the rehabilitation and construction bidding assistance through contract award.

**Western Municipal Water District,
- Nondestructive Condition
Assessment alternatives for the
Mills Gravity Pipeline Claremont,
Los Angeles, California**

Nondestructive Condition Assessment (NDA) for Western Municipal Water District (Western) on the Mills Gravity Pipeline (MGL) to determine existing and probable future conditions develop rehabilitation plans to reduce failure risks (if determined needed) to maximize the life of the MGL.

**Water Research Foundation, WRF
4471 Leveraging Data from Non-
Destructive Examinations to Help
Select Ferrous Water Mains for
Renewal Denver, Colorado,**

The objective of this project is to demonstrate that NDE can be used cost effectively on some mains and the results can be used to infer the condition of similar mains. Tailored Collaboration partners: DC

Water Denver Water Los Angeles Department of Water and Power Fairfax Water and Seattle Public Utilities.

**WRF 4034 Failure of Pre-stressed
Concrete Cylinder Pipe**

Dan characterized PCCP failure rates in the U.S. investigating the past 65 years. The research used an actuarial approach to PCCP pipe segments and identified and predicted based on manufacturing installation and design dates portions of the population that have the highest likelihood of failure. In addition the project developed a general evaluation matrix to help utilities identify prestressed concrete cylinder pipe (PCCP) with the highest risk of failure in their systems.

**Tahoe Keys Property Owners
Association, Water Distribution
Piping Condition Assessment
South Lake Tahoe, El Dorado,
California**

The purpose of this project is to provide waterline assessment of AC and galvanized iron pipe at four of the worse anticipated locations in the system to determine pipeline condition. HDR expects to conduct a series of laboratory and field tests to determine the corrosivity of the soil and transported water and the remaining strength of the pipe material in the distribution system by evaluating the mechanical strength and the depth of deterioration to the pipe wall.



James Wang, PE

Pump/Booster Stations, Reservoirs/Tanks

James has more than 21 years of experience with municipal and industrial wastewater treatment, water treatment, mechanical pumping systems including storm, potable, irrigation and wastewater; water distribution and sewage collection, contaminant fate during sewage treatment, water quality modeling and AutoCAD 2012. In addition, James is proficient in innovative and cost effective design with operations a top priority. He is adept at coordinating project plans with multiple disciplines and consultants. Other responsibilities include field engineering, supervision and monitoring, particularly for pump stations, sewer lift stations and water quality testing.

EDUCATION

Master of Science,
Environmental
Engineering, University
of Windsor, Ontario,
Canada, 2004

Bachelor of Civil
Engineering, Civil &
Environmental Engineer,
1997

REGISTRATIONS

Professional Engineer -
Civil, California, United
States, No. 81123

NASSCO Pipeline
Assessment and
Certification Program,
United States National
Registration, No. U-1114-
06022800

NASSCO Manhole
Assessment Certification
Program (MACP),
United States National
Registration, No. U-1114-
06022800

RELEVANT EXPERIENCE

City of Corona Department of Water and Power, Mangular Blending Facility, Corona, CA
Project Engineer. Designed the new Mangular Blending Facility which includes a dual zone Booster Pumping Station with a total firm capacity of 5,000 gpm using five pumps. Additional components include provisions for emergency power; chemical facilities to inject sodium hypochlorite and ammonia to produce monochloramines for disinfection; and improvements to the existing facility blend well water with treated water.

P-1045: New Potable Water Conveyance On-Board Marine Corps Base, San Diego, CA
Design Manager. HDR served as Designer-of-Record for Project P-1045, installation of new potable water conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1045 includes approximately 99,400 linear feet of 24-inch nominal diameter high density polyethylene (HDPE) pipeline; 26,600 linear feet of 14-inch nominal diameter HDPE pipeline; three pumping stations

(160hp, 2.0 MGD capacity; 60hp, 1.4 MGD capacity; and 225 hp, 5.0 MGD capacity); a new three million gallon capacity AWWA D-110 Type III pre-stressed concrete reservoir; and a new pressure reducing station.

Project P-1046, Waste Water Conveyance Marine Corps Base, Camp Pendleton, CA

Design Manager. HDR served as Designer-of-Record for Project P-1046, installation of new waste water conveyance, pumping, and emergency overflow storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1046 includes approximately 30,000 linear feet of high density polyethylene (HDPE) pipeline ranging from 4-inch to 10-inch; five lift station(120hp, 4.6MGD capacity; 120hp, 3.2 MGD capacity; 75hp, 1.5 MGD capacity; 30hp, 1.0 MGD capacity and 20 hp, 0.3 MGD capacity); a new emergency overflow storage structure.

JAMES WANG (CONTINUED)

Mountain House Development Tank and Booster Pump Station, Mountain House, CA

Project Engineer. Designed two twin 3.7 MG concrete tanks and a multi-zone multi-pump water booster pump station. The facility was required as part of the community's master water plan and provides pressure stabilization potable and emergency storage and inter-zone pressure regulation. The dual-zone pump station allows water from either storage tank to be boosted into either of two pressure zones. Chemical injection facilities located within the facility automatically maintain chlorine residuals within the tanks as well as water entering the distribution system. The facility serves both planned residential development and the Delta Community College.

City of Lathrop Tank and Booster Pump Station, Lathrop, CA

Project Engineer. Designed a new 3.6 MG welded steel water storage tank and booster pump station servicing the Central Lathrop Specific Planning (CLSP) area. The pump station consisted of multiple VFD controlled pumps with a domestic capacity of up to 5,500 gpm. In addition the station features a 2,500 gpm NFPA 20 certified fire pumping system. The station has a PLC based remote telemetry and SCADA control system with automated chlorine residual control. Project Engineer.

Goleta Wastewater Treatment Plant Upgrade, Goleta Sanitary District, CA.

After preparing the preliminary design report and validation study,

HDR modified the headworks, upgraded the treatment plant to full secondary standards using a trickling filter/activated sludge system, designed a new blower building, expanded secondary sedimentation capacity, designed for new flow equalization, and designed a new thickening and dewatering building. Design also included site/civil work, paving and grading. The improvements expand the capacity of full treatment to approximately 9 mgd.

Edward C. Little Water Recycling Facility Expansion Design-Build Services, West Basin Municipal Water District, El Segundo, CA.

Conducted a feasibility study and provided engineering to support design-build services to increase the capacity of barrier water to 12.5 mgd total capacity and increase the capacity of Title 22 water to 40 mgd. Phase IV improvements included upgrades and expansion of the Title 22 treatment system, solids handling system, chemical systems, microfiltration treatment system (includes a new 10.8 mgd microfiltration system), reverse osmosis treatment process, ultraviolet (UV) disinfection treatment system, and site. Title 22 treatment system improvements included demolishing the flocculation basins, constructing a 20 mgd high-rate clarifier, extending the Title 22 treatment train No. 1 conventional gravity filter gallery, adding two chlorine contact basins, and adding two medium voltage variable frequency drives (VFDs) on the Title 22 product water pumps.



Dave Spencer, PE

Condition Assessment and Rehab

David Spencer developed and implemented asset management programs encompassing over 60,000 miles of pipelines in the U.S. David specializes in developing and implementing practical results-oriented programs for aging water, recycled water, and wastewater infrastructure. He is adept in interacting with all levels of a utility organization from field staff to management. David is currently engaged in the evaluation of several emerging condition assessment technologies including acoustic testing, non-destructive examinations, an ASCE Manual of Practice, and other Water Research Foundation projects. Proficient in ESRI and Microsoft analytical tools, David has supported many high performing utilities in building and refining asset management practices including the Cities of San Diego, Poway, Vista, Phoenix and Honolulu, Vista Irrigation District, Los Angeles Bureau of Sanitation, Johnson County Wastewater, and Seattle Public Utilities.

EDUCATION

Bachelor of Science Civil
Engineering California
Polytechnic State
University, San Luis
Obispo

REGISTRATIONS

Professional Engineer
C66885 California

RELEVANT EXPERIENCE

Water Research Foundation, WRF 4471, Leveraging Data from Non- Destructive Examinations to Help Select Ferrous Water Mains for Renewal, Denver, CO.

The objective of this project is to demonstrate that NDE can be used cost effectively on some mains, and the results can be used to infer the condition of similar mains.

Mesa Water District Pipeline Integrity, Costa Mesa, CA.

Technical Lead. Scope of work for the project included estimating the remaining life of the pipelines based on measured pipeline properties, identify specific pipes that require replacement, and refine the testing program to provide the most value to the ratepayers. Through this program, HDR was able to save Mesa Water approximately \$100,000 per year in pipeline testing.

2016 Comprehensive Sewer Management Plan, City of Vista, CA.

David is developing an asset management program and plan that will close gaps in the asset registers for GIS/Cityworks/Pipelogix/hydraulic model. David will identify likelihood and consequence of failure for asset risk, replacement costs, renewal prioritization, and evaluation of levels of service and associated levels of investment. David will conduct workshops with operations staff on best practices and SOPs. The results of asset management analysis and asset information will be coordinated with GIS staff for inclusion in appropriate systems and the identification of asset management software. A continuous improvement plan will be developed that includes analysis of existing business processes and systems and identification of prioritized opportunities for improvement for policies, processes and systems.

DAVE SPENCER (CONTINUED)

Asset Management Plan, Otay Water District, Otay, CA.

Prepared a district-wide asset management plan as the framework for district staff to implement the ongoing condition assessment and associated service life estimates for all of the fixed assets. The project included the development of asset criticality criteria, condition assessment rating and ranking criteria, and asset valuation methodology that serve as the basis for future rates and bond financing.

City of Westminster, Westminster Distribution System Renewal Program Prioritization and Modeling, Denver, CO.

Evaluated the water distribution system and prioritized water main repair and replacement projects based on a number of criteria. A risk analysis and prioritization factors matrix was established and was used to develop an optimized pipe and valve replacement capital improvement program (CIP).

Vista Irrigation District, City of Vista, CA

HDR was selected by Vista Irrigation District (VID) to prepare an update to their 2000 Potable Water Master Plan. As part of that Master Plan, condition assessment of the District's reservoirs and pipelines is being conducted and prioritization of rehabilitation and replacement projects. David is leading the condition assessment and renewal prioritization components of the project which includes assessing and cleansing existing data, quantifying deterioration, identifying investment scenarios compared with level of service, and incorporating results into the master plan.

City of Poway, Utilities Operational Effectiveness Study (UOES), Poway, CA.

Project Manager who reviewed operational activities for the potable water, wastewater operations, and recycled water, then assessed their organizational efficiency and effectiveness to prepare an operational effectiveness report with competitive levels for (O&M) of the system with recommended cost savings and improvement strategies. Worked closely with the city's public works department's utilities manager and key representatives from labor, management and employees.



Andrew Cherene, PG, CHG

Wells

Andrew Cherene has 12 years of experience in the environmental field with expertise in groundwater monitoring, drilling, well installation, soil sampling, Phase I and Phase II environmental site assessments, soil vapor sampling, and groundwater resources. He manages drilling programs and designs, installs, develops, and tests water supply wells. He also conducts sampling and analysis field programs to support regulatory compliance, pre-construction site characterization, and aquifer modelling.

EDUCATION

Bachelor of Science –
Earth Sciences, University
of California, San Diego,
June 2004.

Master of Science – Earth
Sciences, University of
California, San Diego,
December 2005.

REGISTRATIONS

Registered Professional
Geologist, California,
United States, No. 8580

Certified Hydrogeologist,
California, United States,
No. 974

Drinking Water
Treatment Operator,
Level T2, California,
United States, No. 30382

Drinking Water
Distribution Operator,
Level D2, California,
United States, No. 39368

RELEVANT EXPERIENCE

City of Santa Monica, Olympic Well Field, Santa Monica, CA

Andrew Cherene was project manager and primary author of the quarterly groundwater monitoring report and manager of field tasks. Groundwater contamination surrounding the City Corporation Yard and the Bergamot Arts Center has been linked to a release of gasoline from underground storage tanks on the Corporation Yard property. Chlorinated solvents from former PaperMate and Douglas Aircraft Facilities have also migrated to the groundwater beneath this site, compromising water quality in the City's Olympic Well Field. Olympic is one of three major well fields that serve as the drinking water source for the City. The other two, Arcadia and Charnock, also have a recent history of impacts from leaking underground storage tanks.

City of Oxnard, Highway 101 at Rice Ave Reconstruction Project, Oxnard, CA.

Andrew Cherene was lead geologist for investigation and remediation activities associated with the Former Jim's Texaco service station and environmental support activities for the construction surrounding the interchange. Project tasks included site characterization of commingled fuel releases, well abandonment, development and implementation of a risk assessment sampling and analysis plan, and plume characterization for the protection of drinking water wells. This project required close coordination with regulatory agencies to obtain timely closure of the site under the schedule constraints of a major interchange and bridge reconstruction project.

ANDREW CHERENE (CONTINUED)

**Antelope Valley Water Bank,
Willow Springs Aquifer Storage
and Recharge, Antelope Valley, CA.**

Prior to initiating an aquifer storage and recovery (ASR) project, a groundwater basin and its aquifers must be adequately characterized with respect to potential yields, storage capacity, and water quality. Andrew Cherene managed a field sampling program that collected samples from idle irrigation supply wells and active domestic water supply wells to analyze for naturally occurring compounds that may present a challenge for the proposed ASR program.

**Pier B On-Dock Rail Support
Facility, Long Beach, CA.**

HDR is providing engineering services for the project. Some key components of the project include realignment of Pier B Street to accommodate new yard tracks construction of approximately 80000 feet of new trackage at the Pier B Rail Yard design of classification yard facilities and/or a potential Near Dock Intermodal Cargo Transfer Facility (ICTF) in the North Harbor Area and feasibility studies and alternative analysis for potential grade separations at 9th Street and the North Harbor Area. Since 1996 HDR has provided engineering services to the Port of Long Beach under two separate on-call contracts. In total seven final design packages have been completed on budget and on schedule under this contract.

**NextEra Energy, Blythe Solar
Generating Station.**

The design phase of the project required exploration for a source of cooling and cleaning water in California's Sonoran Desert. The program drilled a test well to a depth of over 1800 feet to sample discrete aquifer zones for water quality and test them for production potential. Separate zones were packed off to be tested for yield potential and water quality. Overdraft of near-surface drinking water source aquifers would have been met with regulatory opposition, while brackish deep zones would have provided very poor quality water. Andrew Cherene oversaw drilling and well installation activities for the test well.



Erika Perez, EIT

Corrosion Control/Cathodic Protection

Erika Perez is the Field Services Supervisor with HDR Engineering, Inc. She has been with HDR since 2007. Erika has experience in soil analysis, soil corrosivity studies, corrosion condition assessments of wastewater facilities and potable water tanks, external corrosion direct assessments, cathodic protection (CP) system design for tanks, construction support services, field surveys for existing cathodic protection systems on pipelines and reservoirs.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science –
Chemical Engineering

California State
Polytechnic University,
Pomona, CA

REGISTRATIONS

Engineer-In-Training
(EIT), State of California
#153360

NACE Cathodic
Protection Technician
(CP-2), #63436

Confined Space Certified

OSHA 30-Hours

PROFESSIONAL MEMBERSHIP

NACE International
#673147

City of Huntington Beach, Annual Corrosion Survey, Huntington Beach, CA

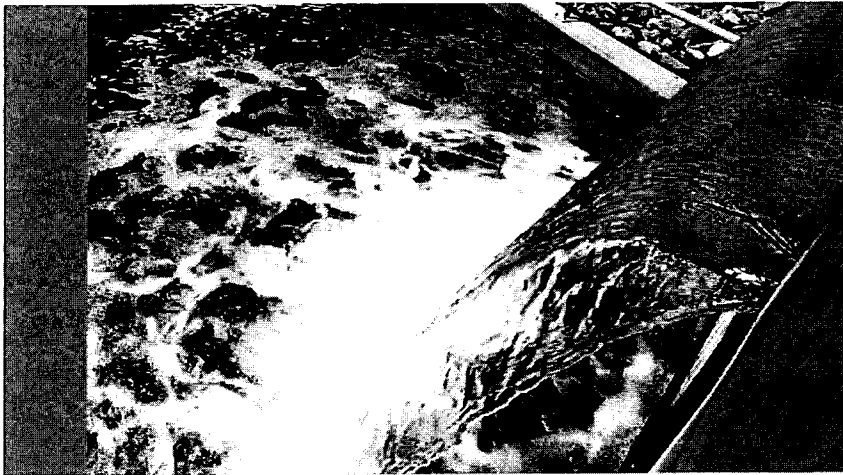
Corrosion EIT. The project was an annual corrosion survey of the City's 11 pipelines, consisting of 170 test stations, and providing recommendations for future corrosion control. Ms. Perez served as corrosion EIT. The survey was performed by the interruption of existing rectifiers and galvanic anodes and measuring the on/off potentials. A report was prepared documenting all the testing data with recommendations for general corrosion control.

Irvine Ranch Water District | Three Year Cathodic Protection Monitoring Program, Irvine, CA

Lead Field Engineer. HDR was recently awarded this cathodic protection project consisting of 35 impressed current and 4 galvanic systems, 40 rectifiers, approximately 500 corrosion test stations, and 17 reservoirs. Pipe sizes vary between 16-inches and 54-inches. Pipe materials include CCP, SCC, DIP, and CML&C. Ms. Perez performed the pipeline CP corrosion survey, including on and instant off pipe-to-soil potentials, rectifier readings, anode current output, and insulating flange and casing isolation testing.

Metropolitan Water District (MWD), Lake Mathews Forebay Condition Assessment, Riverside, CA

Erika Perez was the lead field engineer on the condition assessment of the concrete structure and rebar reinforcement at MWD's Lake Mathews Forebay. The structural assessment included exterior and interior visual inspections, concrete sounding, and pH testing. The rebar reinforcement assessment included potential mapping to determine areas of internal corroding rebar and electrical continuity testing. Concrete cores were also collected and analyzed by HDR's laboratory to determine the degree of concrete degradation. The condition assessment report included: tabulated test results, photo documentation of notable features observed during the assessment, and recommendations based on conditions found to be in need of repair, remediation, or corrosion monitoring.



3230 El Camino Real, Suite 200
Irvine, CA 92602-1377
714.730.2300

hdrinc.com

We practice increased use of sustainable
materials and reduction of material use.

© 2018 HDR, Inc., all rights reserved.

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.



January 11, 2018

City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**RE: On-Call Water Engineering & Professional Consulting Services, Service
Category A. Water Engineering - Cost Proposal/Rate Sheet**

Dear Selection Committee,

HDR appreciates the opportunity to submit our fee schedule for the On-Call Water Engineering & Professional Consulting Services. We look forward to working with the City. Should you have any questions, please feel free to contact Steve Friedman at (714) 368-5634 or via email at steve.friedman@hdrinc.com

Sincerely,
HDR

A handwritten signature in black ink, appearing to read 'Aaron Meilleur'.

Aaron Meilleur, PE
Vice President

A handwritten signature in black ink, appearing to read 'Steve Friedman'.

Steve Friedman, PE, PMP, BCEE
Project Manager

E. Cost Proposal/Rate Sheet

Billing

HDR acknowledges that all billing for work done by the end of billing period be submitted to the City on a monthly basis. Each billing will be submitted with a status report describing progress made during the billing period on each task along with percent complete for each task. Final billing will be approved for payment only after a completed status report has been approved by the City.

HDR's accounting cycle typically coincides with the first of every month and we submit invoices no later than the 10th of every month.

Minimum Time Rate

Compensation terms are defined by Direct Labor Hours times an hourly billing rate for the services of HDR's personnel engaged, plus reimbursable expenses. HDR will not apply a minimum time rate for this project.

Procedures for Overtime Pay

HDR follows fair employment practices. Hours worked in excess of eight (8) per day or forty (40) hours per week will be billed in accordance with the rate schedule presented on the following page at straight time for professional personnel and at 1.5 times for inspector, technician, and clerical personnel. If applicable, prevailing wage requirements will need to be negotiated at the issuance of each task order.

Holidays

HDR recognizes the following seven (7) holidays per year where HDR staff does not conduct normal business hours:

- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- When a holiday falls on Sunday, the offices will be closed on the following Monday.
 - When a holiday falls on a Saturday, the

offices will be closed on the previous Friday.

- Business hours on December 24th will be 8:00 AM to 4:00 PM.

Travel Time

The City's office is only 17 miles from HDR's office in Irvine, where this project will be managed. Depending on the time of day, we can be at your office on Main Street office within 35 minutes. Our vehicle mileage will be billed as a Reimbursable Expense per Federal travel regulations, which currently allots \$0.545 per mile driven.

Changes to the Rate Schedule if Contract is Extended

If the contract is extended beyond the three-year base period, the rates may be increased based on salary adjustments and changes in CPI.

Equipment, Miscellaneous Charges, and Subconsultants

Personnel charges include the indicating instruments commonly used in corrosion testing. Specialized instrumentation/test equipment and facilities may require an additional charge. Other direct costs (ODC), such as outside consultants or laboratories, rental equipment and, miscellaneous expenses (including vehicle usage, photography, reproduction, binding, overnight mail or courier services, etc.) will be charged at cost plus ten percent (10%). Permits and fees required for projects will be charged at cost. Costs for subconsultants, if any, will be charged at cost plus ten percent (10%).

Rate Schedule

Our proposed hourly rate schedule by job classification is provided below which covers payroll costs, employee benefits, and HDR overhead and profit. The hourly rate schedule will be in effect during the course of the contract or three years from the notice-to-proceed date, which-ever occurs first. Personnel time is billed in half-hour increments.

HDR RATE SCHEDULE	FROM \$/HR	TO \$/HR
Sr. Company Officer/Principal in Charge	\$345.00	\$420.00
Sr. Construction Manager	\$212.00	\$270.00
Sr. Engineer Mgr/Sr. Project Manager	\$283.00	\$353.00
Water Resources Sr. Engineer	\$277.00	\$335.00
Project Manager/Task Manager	\$202.00	\$271.00
Sr. Project Engineer	\$190.00	\$254.00
Construction Inspection	\$185.00	\$249.00
Database Programmer	\$173.00	\$230.00
Water Resources PE	\$161.00	\$219.00
CADD/BIM/Designer	\$138.00	\$197.00
Project Engineer	\$114.00	\$185.00
Project Administrator	\$99.00	\$161.00
Document Production Specialist	\$93.00	\$151.00
EIT	\$86.00	\$144.00
Technician	\$70.00	\$127.00
Intern	\$58.00	\$99.00

**Billing rates subject to 3.5% escalation (maximum) effective January 1st of each year.*

Bidder's List for Water & Engineering - 2018
--

Company Name	Phone
CivilSource, Inc.	949-585-0477
Civiltec Engineering, Inc.	626-357-0588
Dahl, Taylor & Associates	949-756-8654
DMc Engineering	949-753-9393
ERSC Inc.	951-765-6622
GEI Consultants, Inc.	916-912-4930
Geosyntec Consultants	310-957-6100
GHD Inc	949-585-5218
HDR Engineering, Inc.	213-239-5800 ext. 5817
LEE & RO, Inc.	626-667-5385
Lockwood Andrews and Newnam	714-620-6520
Michael Baker Intl	281-908-5335
Pacific Advanced Civil Engineering, Inc.	714-481-7203
Psomas	714-481-8026
Quantum Quality Consulting, Inc.	310-891-3994
SA Associates	626-821-3456
Tetra Tech	949-809-5208
West & Associates Engineering, Inc.	949-716-7670



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)
3/26/2018

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1429583 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	NAIC # 19437

COVERAGES *HDRIN01 CERTIFICATE NUMBER: 15288761 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

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

CERTIFICATE HOLDER

15288761
City of Huntington Beach
Attention: Duncan Lee
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

© 1988/2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER 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

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER AND ENGINEERING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY," and HDR Engineering, Inc. a Nebraska Corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated May 21, 2018 entitled "Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc., for On-Call Water and Engineering Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to extend the term of the agreement:

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

1. EXTENSION OF TERM

Agreement is hereby extended for one (1) year and will expire on May 18, 2022.

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 April 22nd, 2021.

CONSULTANT,

HDR Engineering, Inc.

By: [Signature]

Kip D. Fried
print name

ITS: (circle one) Chairman/President Vice President

AND

By: [Signature]
Angela M. Lisec
print name

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

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

[Signature]

Director/Chief

(Pursuant To HBMC §3.03.100)

APPROVED AS TO FORM:

[Signature]
City Attorney ur

Date _____

RECEIVE AND FILE:

[Signature]
City Clerk [Signature]

Date 4/22/2021



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/20/2020

REV

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	NAIC # 19437

COVERAGES * CERTIFICATE NUMBER: 14718876 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPROP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS-NEED CORROSION ENGINEERING SERVICES.

CERTIFICATE HOLDER

14718876
CITY OF HUNTINGTON BEACH
ATTN: ANDREW FERRIGNO
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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No.): 1-888-467-2378
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	E-MAIL: certificates@willis.com	
	ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	
	INSURER B: Ohio Casualty Insurance Company	
	INSURER C: Liberty Insurance Corporation	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W16481193

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	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	TD2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒ Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GENERAL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$ 4,000,000
	OTHER:						PRODUCTS - COMPIOP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	Y	A92-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB ☒ OCCUR	Y	Y	EVO(21)57919363	06/01/2020	06/01/2021	EACH OCCURRENCE	\$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	☐ OED ☒ RETENTION \$ 0							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							APPROVED AS TO FORM - POLICY LIMIT	\$ 1,000,000

APPROVED AS TO FORM

By: MICHAEL E. GATES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

Re: Corrosion Services CP Testing and Maintenance of Pipeline Electrical Continuity at Overmyer Reservoir Unit No. 3

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach
Attn: Brian Eynon
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

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68105	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Pumpint Plant.

Additional Insureds: The City of Huntington Beach, It's Officers, Elected or Appointed Officials, Employees, Agents and Volunteers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Huntington Beach its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street Huntington Beach, CA 92648	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Huntington Beach its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street Huntington Beach, CA 92648	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-030

Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT - SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

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

As required by written contract

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

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

Policy Number: AS2-641-444950-040
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-030

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
--

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies Insurance provided under the following:

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

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

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-010
\$

Effective Date 06/01/2020

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-040
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

NAME

ADDRESS

As required by written contract or written agreement

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation Premium:

Effective Date: 08/01/2020 Expiration Date 06/01/2021 For

attachment to Policy No: WA7-64D-444950-010

Countersigned by _____
Authorized Representative End.

Serial No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

	Schedule
Name of Other Person(s) / Organization(s):	
As required by written contract or agreement	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-010 Effective Date

06/01/2020 Premium \$

Issued to HDR Engineering, Inc.



CITY OF HUNTINGTON BEACH

Public Works Department

Sean Crumby, PE
Director of Public Works

March 22, 2021
Attn: Kip Field
HDR Engineering, Inc.
3230 El Camino Real, Suite 200
Irvine, CA 92602

RECEIVED
MAR 29 2021
HDR

RE: Amendment No. 1 to Professional Services Contract between the City of Huntington Beach and HDR Engineering, Inc.

The City of Huntington Beach wishes to extend the duration of the existing on call services contract between HDR Engineering, Inc. and the City. Our legal services have drafted the attached amendment to extend the duration by one year, the maximum allowed per City code. Please review, sign, and return the original wet copy to the below address:

Attn: Keegan Olds
Public Works Department
2000 Main Street
1st Floor City Hall
Huntington Beach, CA 92648

If you have any questions please feel free to call me at 714-375-5118.

Thank you,

Keegan Olds
Associate Engineer
City of Huntington Beach

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

"RESOLVED, that effective immediately, and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

. . . Kip D. Field – Senior Vice President . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED January 7, 2020.

(CORPORATE SEAL)


Elizabeth C. Buell, Assistant Secretary

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

April 22, 2021

Mr. Sean Crumby
Director of Public Works
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Subject: As Needed Professional Service Contract Extension for HDR Engineering Inc., and Pacific Advanced Civil Engineering Inc.

The professional service contracts between HDR Engineering Inc. (HDR), and the City of Huntington Beach commenced on May 21, 2018. This contract was for a three year term, with a contract limit not to exceed \$1,000,000. To date purchase orders toward this contract total \$390,050. HDR is acting as a technical advisor for the City of Huntington Beach regarding the ASCON Site.

The professional service contracts between Pacific Advanced Civil Engineering Inc. (PACE) and the City of Huntington Beach commenced on May 21, 2018. This contract was for a three year term, with a contract limit not to exceed \$1,000,000. To date purchase orders toward this contract total \$380,006. Presentably PACE is providing consulting services for the Peck Reservoir Security project, which is entering the second phase in fiscal year 21/22.

The Public Works Department has requested a one year extension of these contracts in accordance with Section 303.120 of the City of Huntington Beach Municipal Code. This section allows the City Manager to authorize, in writing, that professional service agreements be amended to extend an agreement beyond three years not to exceed four years.

The City Manager's Office has examined this request and found it to be reasonable and provides consent to extend the contracts between HDR and PACE,



Oliver Chi
City Manager
City of Huntington Beach

Attachments:

HDR Amendment 1, with approved insurance
PACE Amendment 1 with approved insurance

APPROVED 5-0-2
(PETERSON, SEMETA-ABSENT)**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION****MEETING DATE:** 5/21/2018**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 Water and Engineering Services with GHD, Inc., Pacific Advanced Civil Engineering (PACE), Inc., HDR Engineering, Inc., and SA Associates, each in an amount not to exceed \$1,000,000**Statement of Issue:**

The Public Works Department requires on-call/as-needed water and other engineering services to support staff for the design of capital improvement projects which are identified in the approved Water Master Plan.

Financial Impact:

The City's FY 2017/18 Capital Improvement Program (CIP) Budget totals \$28 million (All Funds) 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 four (4) recommended water and engineering service contracts have a maximum value of \$4 million over the next 3 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 \$1,000,000 "Professional Services Contract Between the City of Huntington Beach and GHD, Inc. for On Call Water and Engineering Services;" and, *** SEE SEPARATE FILE**

B) Approve and authorize the Mayor and City Clerk to execute \$1,000,000 "Professional Services Contract Between the City of Huntington Beach and Pacific Advanced Civil Engineering, Inc. for On Call Water and Engineering Services;" and, *** SEE SEPARATE FILE**

C) Approve and authorize the Mayor and City Clerk to execute \$1,000,000 "Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc. for On Call Water and Engineering Services;" and,

D) Approve and authorize the Mayor and City Clerk to execute \$1,000,000 "Professional Services Contract Between the City of Huntington Beach and SA Associates for On Call Water 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. Eighteen (18) proposals were received for water and engineering services. In accordance with a 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, an Associate Civil Engineer, and an Engineering Aid. After conducting the entire evaluation process, including negotiation for competitive rates, the top four (4) firms were selected to increase opportunity for competitive proposals for future projects from qualified on call consultants, and they are GHD, Inc., Pacific Advanced Civil Engineering (PACE), Inc., HDR Engineering, Inc., and SA Associates. Summary of evaluation sheets for the top four (4) firms, and the fifth (5th) firm not selected are shown in Attachment 5.

The contracts recommended in this Request for Council Action (RCA) are to support staff for water and design engineering of 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 contract services are necessary.

The City's Capital Improvement Program ("CIP") is approximately \$24.6 million in Fiscal Year 2017/18 and exceeds \$28 million with continuing of funds for projects approved from previous years. In addition, the proposed 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 million to the City for total CIP projects or \$6 million within the next three (3) years.

Water and engineering services are typically required for water related CIP projects. Therefore, these consultants were selected to meet projected workload over the next three years with a total contract limit of \$4 million.

Public Works Commission Action: Not applicable.

Environmental Status: Not applicable.

Strategic Plan Goal: Enhance and Maintain Infrastructure.

Attachment(s):

1. "Professional Services Contract Between the City of Huntington Beach and GHD, Inc. for On Call Water and Engineering Services"
2. "Professional Services Contract Between the City of Huntington Beach and Pacific Advanced Civil Engineering, Inc. for On Call Water and Engineering Services"
3. "Professional Services Contract Between the City of Huntington Beach and HDR Engineering, Inc. for On Call Water and Engineering Services"

4. "Professional Services Contract Between the City of Huntington Beach and SA Associates for On Call Water and Engineering Services"
5. Professional Service Award Analysis for GHD, Inc., Pacific Advanced Civil Engineering (PACE), Inc., HDR Engineering, Inc., SA Associates, and Vendor #5.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER 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 HDR ENGINEERING, INC., a Nebraska corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on call water 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 Aaron Meilleur 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 May 21st, , 2018 (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 Dollars (\$1,000,000).

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: Duncan Lee
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

HDR Engineering, Inc.
Attn: Aaron Meilleur
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377
(213) 239-5840

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,

HDR Engineering, Inc.

COMPANY NAME

A Nebraska Corporation

By: _____



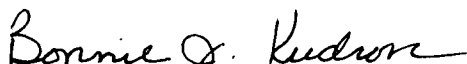
Aaron M. Meilleur

print name

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

AND

By: _____



Bonnie J. Kudron

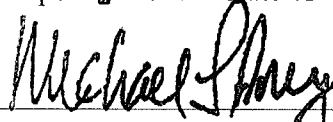
print name

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

Secretary - Treasurer

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

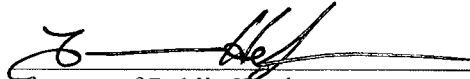
Mayor



City Clerk

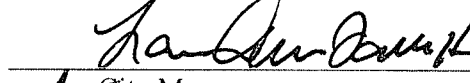
5.24.18 ~~28~~

INITIATED AND APPROVED:



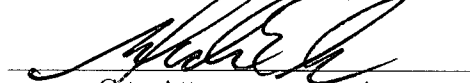
Director of Public Works

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney

AW

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 Water and Engineering Consulting 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.

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.



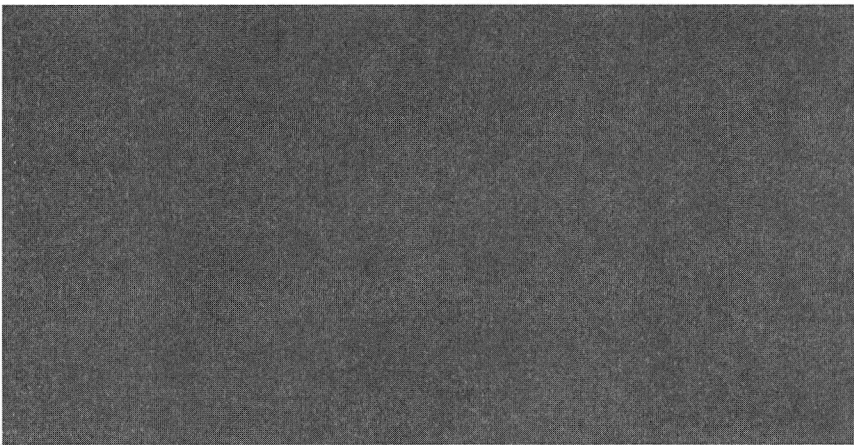
Statement of Qualifications

**On-Call Water Engineering
& Professional Consulting
Services**

Service Category A: Water Engineering
Public Works Department



January 11
2018



A Cover Letter



January 11, 2018
City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**RE: On-Call Water Engineering & Professional Consulting Services, Service Category A.
Water Engineering**

Dear Selection Committee,

HDR Engineering, Inc. (HDR) understands that the City of Huntington Beach (City) is a very complete and complex organization that provides a full spectrum of water services to a service area of over 200,000. HDR is excited to submit our qualifications for On-Call Water Engineering & Professional Consulting Services (Service Category A). We are currently working with your staff on several pipeline corrosion assessment projects bringing a history working with your staff. We are prepared to assist you in all aspects and areas of your organization and to work collaboratively with you and your staff to deliver efficient and implementable designs.

Selecting HDR will provide the City with the following benefits:

- **Local team with similar experience – Steve Friedman, PE**, our proposed Project Manager, has successfully managed similar on-calls in Southern California for 24 years including on-calls with the Metropolitan Water District of Southern California and Eastern Municipal Water District. He will lead a team of local experts who bring a wide variety of similar project experience. Our local task leads **Amy Omae, PE, LEED AP, Brien Clark, PE** and **Dan Ellison, PE** have served in similar roles and will leverage their lessons learned for successful project delivery.
- **Proven approach to corrosion engineering** – HDR has been and continues to be a leader in the field of tank inspections, cathodic protection evaluations, and condition assessments. HDR focuses on corrosion engineering, corrosivity studies, and coating-related services to assist architects/engineers and owners in designing, constructing, and operating structures with low maintenance costs and long trouble-free lives.
- **A best-value approach to all task orders** – As you may be aware from our previous work, we put the City's best interests first; either through our competitive rates, project approach, or collaborative approach with City staff. To help ensure a high quality, best value product, all of our work goes through an established and proven internal quality control process. This approach keeps project designs on track resulting in project savings.

hdrinc.com

3230 El Camino Real, Suite 200, Irvine, CA 92602-1377
T 714.730.2300 F 714.730.2301

We look forward to continuing our working relationship with the City. Please contact our project manager, Steve Friedman at (949) 533-6239, should you have any questions regarding our SOQ.

Sincerely,
HDR


Aaron Meilleur, PE
Vice President


Steve Friedman, PE, PMP, BCEE
Project Manager

Proposal At-A-Glance:

- Cover Letter Page 1
- Vendor Application Form
- Pre-Qualification Form
- Firm Qualification Page 3
- Appendix:
 - Amendment No. 1 Page 16
 - Acknowledgement
 - Key Staff Resume Page 17
- Cost Proposal/Rate Sheet (included under separate cover)

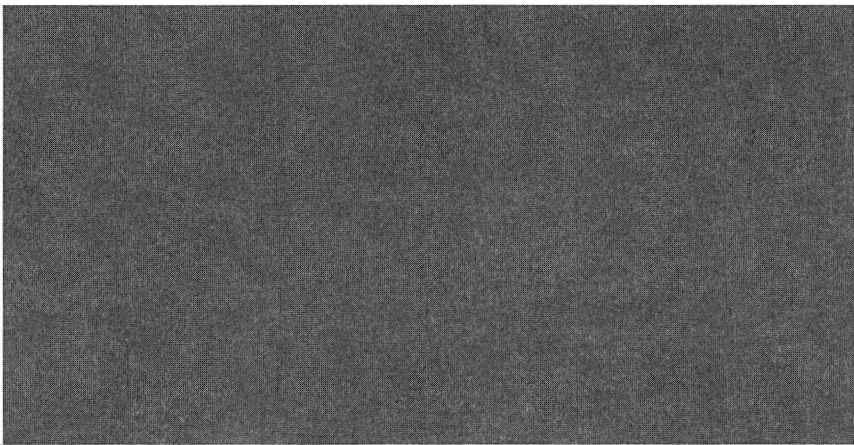
Point of Contact/Project Manager:



Steve Friedman, PE, PMP, BCEE
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377

Main: 714.730.2300
Direct: 714.368.5634
Cell: 949.533.6239
Email: steve.friedman@hdrinc.com





B Vendor Application Form

Item 15. - 151

HB -364-

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: HDR Engineering, Inc.

Contact Person for Agreement: Aaron Meilleur

Corporate Mailing Address: 3230 El Camino Real, Suite 200

City, State and Zip Code: Irvine, CA 92602-1377

E-Mail Address: aaron.meilleur@hdrinc.com

Phone: 213.239.5840

Fax: 714.730.2301

Contact Person for Proposals: Steve Friedman

Title: Project Manager

E-Mail Address: steve.friedman@hdrinc.com

Business Telephone: 714.368.5634

Business Fax: 714.730.2301

Is your business: (check one)

☐ NON PROFIT CORPORATION

☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ LIMITED LIABILITY PARTNERSHIP

☐ SOLE PROPRIETORSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

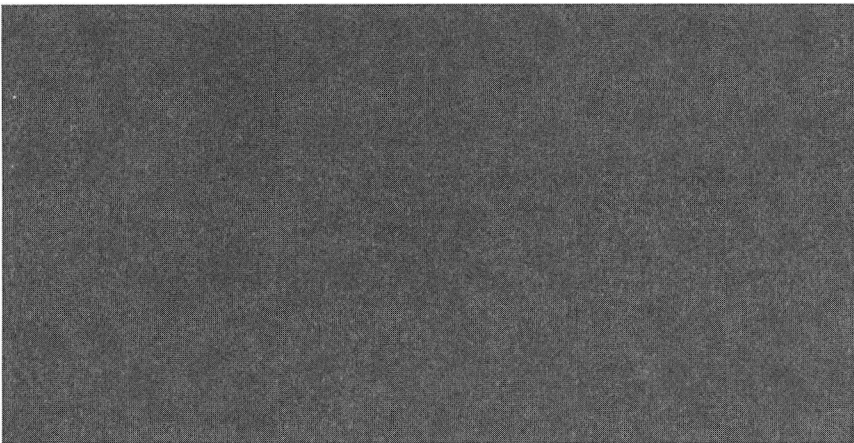
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Kip Field	So. Cal Area Manager	714.730.2400
Aaron Meilleur	So. Cal Water Business Grp. Mgr.	213.239.5840

Federal Tax Identification Number: 47-0680568

City of Huntington Beach Business License Number: A295855
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 04/30/2018



C Pre-
Qualification
Form

EXHIBIT A: PRE-QUALIFICATION FORM
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Water Engineering	☒ Yes ☐ No

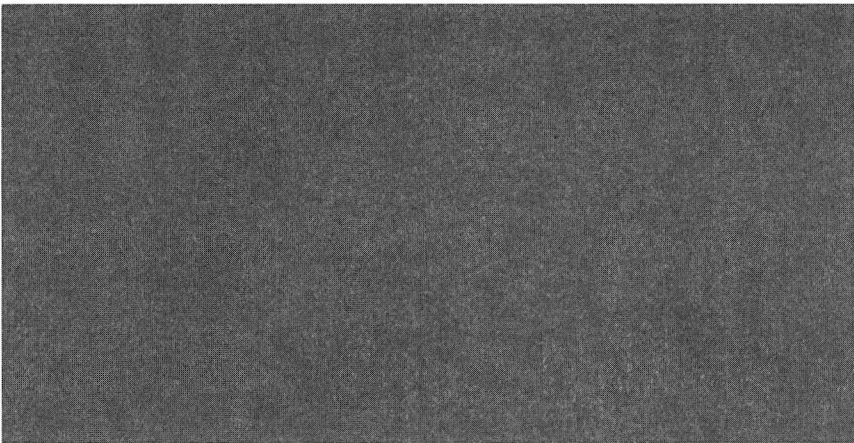
 (Initial) Consultant is willing to execute the Agreement as drafted (See Appendix B).

 (Initial) Consultant is able to provide the insurance as required (See Appendix C).

Firm Name: HDR Engineering, Inc

Firm Address: 3230 El Camino Real, Suite 200, Irvine, CA 92602-1377

Signature:  Date: 01/09/2018



D Service
Category
A. Water
Engineering

At-a-Glance

- HDR Engineering, Inc. (HDR) is an **employee-owned corporation**.
- Founded in **1917** in Omaha, Nebraska
- California Secretary of State Registration: 06/18/1985 (#1279161)

Location of Company Office:

10,000 & **225**
Employees & Offices
WORLDWIDE

Corporate headquarters is located in Omaha, Nebraska

14 offices throughout California

1960

CA Practice opens!

- **Locally:** 831 employees in California
- **Nationally:** 9,894 employees
- **Southern California:** 413 employees

Total Number of Employees in CA

831 employees

We consistently rank high in Engineering News-Record's (ENR's) Top 500 Water and Water Design firms in the nation.

8
Top 500
Design Firms

3
Dams & Reservoirs

6
Water

9
Top 20 in Water
Treatment
& Desalination
Plants

6
Sewer &
Waste

9
Top 25 in
Wastewater
Treatment Plants

6
Top 50 in
Water Supply

10
Top 25 in Sanitary
Storm Sewer

7
Top 20 in
Water
Transmission
Lines/Aqueducts

18
Top 20 Water
Treatment/
Supply Top Design
Firms in Environment

9
Top 10 in
Engineering/
Design Work

13
Top 200
Environmental
Firms

Firm Qualifications

HDR specializes in meeting the varied water infrastructure needs of our clients worldwide. Since our inception in 1917, our teams have emphasized technical innovation, cost-effectiveness, and attentive client service for 100 years. We provide full service, multi-disciplinary services for a wide range of water infrastructure projects including treatment plants, distribution systems, conveyance storage facilities, and large equipment such as pumps, turbines, and control systems. We have worked with some of the nation's largest water agencies delivering complex engineering and business solutions.

As a Regional Business Enterprise providing engineering and architectural consulting in Southern California since 1960, HDR's services encompass planning, design, and construction management for water agencies throughout the City's service area. Over the years, HDR has expanded to seven Southern California offices: Riverside, Claremont, San Diego, Irvine, Los Angeles, Long Beach, and Ventura. HDR's Irvine office is located within 17 miles of the City's office. HDR's Water Group provides advanced expertise in the full cycle of water management, from water supply to treatment, and all

manners of conveyance and storage.

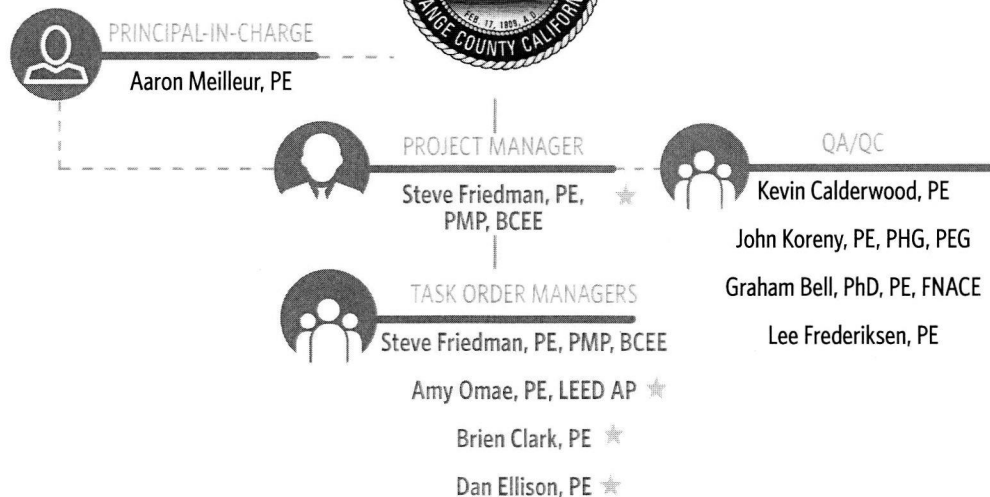
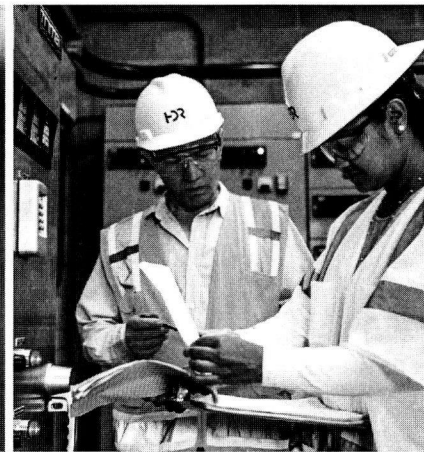
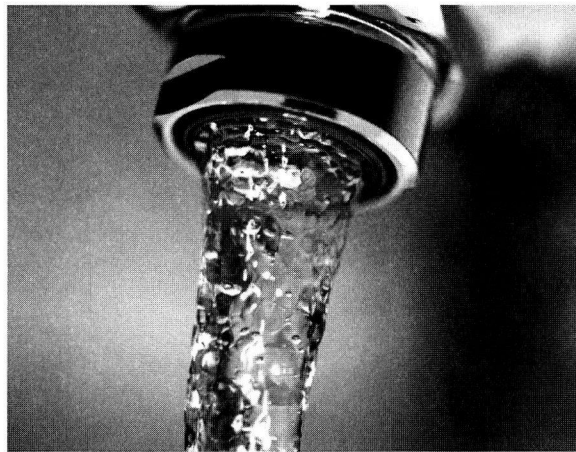
KEY PERSONNEL/ STAFFING

The key to efficient project delivery is assigning qualified professional staff who can deliver results. We have established good working relationships with many municipalities and will bring those resources to the City to support tasks under this contract. As specific tasks are defined, we will find the right technical staff, either from within our team, or by engaging the appropriate specialized staff.

The City requires a highly qualified, locally based, capable team of experts that can help the District define, plan, design, and implement your CIP projects. HDR is proposing an experienced team of fully committed staff and subconsultants that will work in partnership with the City staff. Our history of partnering with other agencies, such as Metropolitan Water District and the City of Los Angeles Bureau of Sanitation and Bureau of Engineering demonstrates commitment to provide the right talent at the right time to deliver your projects. HDR's team exceeds the RFP requirements and is organized around major deliverables and areas of

expertise. Our team has the resources, tools, experience, and commitment to be an effective partner for the City in implementing its CIP projects effectively.

The organization of our team, a table of qualifications of our key staff, and resumes for key team members are provided. Resumes for additional technical support staff are available upon request.



WATER PIPELINE ENGINEERING		PUMP/BOOSTER STATIONS		CONDITION ASSESSMENT & REHAB		CORROSION CONTROL/ CATHODIC PROTECTION			
Steve Friedman, PE, PMP, BCEE		James Wang, PE ★		Dave Spencer, PE ★		Brien Clark, PE ★			
Dan Ellison, PE		Steve Friedman, PE, PMP, BCEE		Dan Ellison, PE		Erika Perez, EIT ★			
				Eric Scherch, PE					
WELLS		RESERVOIRS/TANKS		ELECTRICAL/I&C		STRUCTURAL		CEQA/NEPA ENVIRONMENTAL	
Andrew Cherene, PG, CHG ★		Janelle Moyer, PE, CFM, ENV SP		Ray Genato, PE		Tom Hamlin, PE		Ingrid Eich	
Steve Friedman, PE, PMP, BCEE		James Wang, PE		Adam Nichols, PE					
CADD		ARCHITECTURAL		CONSTRUCTION		CONSTRUCTION		RIGHT-OF-WAY	
Daniel Celaya		Martin Ramirez, RA		Len Bystrum, PE		Len Beystum, PE		Jennifer Cole	
				Jon Rohrer, PE		Jon Rohrer, PE			

★ Resume included in appendix



Staff

Education and
Professional Registration

Skill Set Fit



Experience

Principal-in-Charge

Aaron Meilleur, PE
Years of Experience: 22

- Professional Engineer - Civil C62473 California
- Professional Engineer - 38518 Washington
- Professional Engineer - 15215 Hawaii
- Bachelor of Science Civil Engineering United States Military Academy, West Point Naval Academy

- Principal-in-Charge

- Pure Water Program's North City Conveyance System (NCCS) Civil Engineering Services, San Diego, CA
- Michelson Water Reclamation Plant Biosolids and Energy Recovery Facilities Construction Management Support, Irvine, CA
- Valley Sanitary District Requa Interceptor Design, Indio, CA

Project Manager/Point of Contact

Steve Friedman, PE,
PMP, BCEE
Years of Experience: 24

- Professional Engineer - Civil 055566 California
- Project Management Professional 293170 California
- Master of Science Civil Engineering University of California, Berkeley
- Bachelor of Science Civil Engineering University of California, Berkeley

- Project Manager/Point of Contact, Task Order Manager, Water Pipeline Lead, Pump/Booster Stations Lead

- Metropolitan Water District - Water Treatment and Pipeline On-Call Services
- City of Corona Manglar Blending Facility
- P-1045: New Potable Water Conveyance On-Board Marine Corps Base
- Southeast Recycled Water Pipeline - Central Basin Municipal Water District

Task Order Managers

Amy Omae, PE,
LEED AP
Years of Experience: 13

- Professional Engineer - Civil 76824 California
- LEED Accredited Professional 10328834
- Master of Science Environmental Engineering University of Miami
- Bachelor of Science Chemistry University of Miami

- Task Order Manager

- Mesa Water District - Pipeline Integrity Program
- Irvine Ranch Water District - Water Reliability Study
- P-1046: New Potable Water Conveyance On-Board Marine Corps Base

 Staff	 Education and Professional Registration	 Skill Set Fit	 Experience
Task Order Managers			

Brien Clark, PE

Years of Experience: 17

- Professional Engineer - Chemical CH 6291 California
- NACE Cathodic Protection Specialist 17978
- Bachelor of Science Chemical Engineering California Polytechnic State University, Pomona

- Task Order Manager, Corrosion Control/ Cathodic Protection Lead

- City of Huntington Beach - 30-inch Yorktown Transmission Main Rehabilitation
- Eastern Municipal Water District - Winchester Recycled Water Transmission Pipeline Corrosion Assessment
- Western Municipal Water District - Nondestructive Condition Assessment alternatives for the Mills Gravity Pipeline

Dan Ellison, PE

Years of Experience: 36

- Professional Engineer - Civil C38094 California
- Structural Engineer S3020 California
- Bachelor of Science Civil Engineering University of Utah
- Master of Business Admin Finance Univer of Southern California

- Task Order Manager

- California Water Service Company - Rancho Dominguez Groundwater Optimization Study
- As-Needed Wastewater Condition Assessment of Wastewater Facilities, City of San Diego
- WRF 4471 Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal

Key Team Members

Dave Spencer, PE

Years of Experience: 16

- Professional Engineer C66885 California
- Bachelor of Science Civil Engineering California Polytechnic State University, San Luis Obispo

- Condition Assessment & Rehab

- WRF 4471 Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal
- City of San Diego Metropolitan Wastewater Department (MWWD) Emergency Engineer
- County of San Diego Inflow and Infiltration Study San Diego County CA

Andrew Cherene, PG, CHG

Years of Experience: 14

- Registered Professional Geologist 8580 California
- Hydro-Geologist 974 California
- Master of Science Earth Sciences University of California, San Diego
- Bachelor of Science Earth Sciences University of California, San Diego

- Wells

- Antelope Valley Water Bank - Willow Springs Aquifer Storage and Recharge
- City of Santa Monica, Olympic Well Field
- Port of Long Beach - Pier B Pump Station Upgrade/North Harbor District Storm Drain Improvement



Staff

Education and
Professional Registration

Skill Set Fit



Experience

Key Team Members

James Wang, PE

Years of Experience: 21

- Professional Engineer - Civil
81123, California
- Master of Science,
Environmental Engineering,
University of Windsor, Ontario,
Canada
- Bachelor of Civil Engineering,
Civil & Environmental Engineer

- Pump/Booster
Stations
- Reservoirs/Tanks
- Pipelines

- Goleta Wastewater Treatment Plant
Upgrade, Goleta Sanitary District, CA
- Edward C. Little Water Recycling Facility
Expansion Design-Build Services, West
Basin Municipal Water District
- Project P-1046, Waste Water
Conveyance Marine Corps Base, Camp
Pendleton, CA

Erika Perez, EIT

Years of Experience: 8

- Engineer in Training, California
- Bachelor of Science Chemical
Engineering California State
Polytechnic University,
Pomona

- Corrosion Control/
Cathodic Protection

- City of Huntington Beach - Pipeline
Annual Corrosion Survey
- Western Municipal Water District -
Nondestructive Condition Assessment
alternatives for the Mills Gravity Pipeline
- Eastern Municipal Water District
- Winchester Recycled Water
Transmission Pipeline Corrosion
Assessment

PROJECT EXPERIENCE AND
REFERENCES

The following references and associated project descriptions demonstrate innovative solutions that may be applied to your projects' challenges. These projects represent successful partnerships with our clients—reaching performance goals and delivering within the required schedule. For each reference project, we have included a project description detailing the services provided, as well as an organization contact name, phone number, and e-mail address.

Annual Corrosion Pipeline Survey (2013-2017)

City of Huntington Beach, Huntington Beach, CA

HDR has provided condition assessment and corrosion engineering services for the City of Huntington Beach's five (5) pipeline systems.

The five (5) systems, include eleven (11) pipelines, 138 test stations, 34 insulating joint (IJ) test stations, 35 cathodic protection sacrificial anode beds, and 3 rectifiers. In addition to the facilities tested in 2012, HDR included new facilities that were subsequently added including the Huntington Beach Utility Yard, the 12-inch Harbor Crossing, and the 30-inch Yorktown Pipeline cathodic protection systems. In 2017, the City added five additional pipelines to the annual survey,

which included the 6-inch and 12-inch Algonquin Sewer List Stations, two (2) 8-inch Welded Steel Pipelines at Huntington Harbor Channel, and the Warner Avenue GCP.

Scope of services included records review; pipeline condition assessment survey of all corrosion monitoring test stations, CP rectifiers, performing instant Off survey of all impressed current systems, minor repairs at rectifiers and corrosion monitoring test stations, monitoring Slip Lined 30-inch DIP within the 42-steel pipeline (special CP probes), coordinating with City on locating missing CP test stations, and performing minor



Reference

City of Huntington Beach
Mr. Andrew Ferrigno
714.536.5511
aferrigno@surfcity-hb.com



Key Team Members

Brien Clark (Project Manager/
Project Engineer); Erika Perez
(EIT)

maintenance and cleaning of
all CP test stations; provide a
written report with findings and
recommendations for future
corrosion control.

Manglar Blending Facility (2012)

City of Corona, California Dept. of Water & Power, Corona, CA

The City of Corona (City) selected HDR to design the new Manglar Blending Facility which includes a dual zone Booster Pumping Station (BPS) with a total firm capacity of 5000 gpm using five pumps (two 100 HP and three 150 HP). Additional components include provisions for emergency power; chemical facilities to inject sodium hypochlorite and ammonia to

produce monochloramines for disinfection; and improvements to the existing facility blend well water with treated water. Energy saving components are also incorporated such as a micro-turbine at the blending location and solar panels on the neighboring dual reservoir roofs.



Reference

City of Corona, Dept. of Water
& Power
Mr. Vernon Weisman PE
951.739.4912
vernon.weisman@ci.corona.ca.us



Key Team Members

Steve Friedman (PM); James
Wang (PE)

P-1045 New Potable Water Conveyance (2012-2015)

Navy Facilities Engineering Command (NAVFAC) Southwest, Camp Pendleton, CA

HDR served as Designer-of-Record for Project P-1045, which included installation of new water conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP). The new facilities provide enhanced infrastructure throughout the MCBCP. HDR provided preliminary and final design, along with engineering services during construction. The project was completed as design-build with Filanc as the P1045 contractor.

The project included:

- 136,000 feet of 14 and 24-inch HDPE potable water pipe

- Five separate Horizontal Directional Drill locations under environmental and cultural boundaries and beneath Caltrans and Railroad rights-of-way with a total distance of about 10,000 feet.
- Two potable water pumping stations with capacities of 670,000 gallons per day and 2 million gallons per day
- 2 MG potable water storage tank

HDR's pipeline design work included alignment design, pipeline sizing calculations, scour analysis, hydraulic analyses, valve location determinations, trench



Reference

(Both Projects: P-1045 and P1046)
NAVFAC Southwest
Mr. Steve Rosenstein
619.532.1500
Steve.Rosentein@navy.mil



Key Team Members

Steve Friedman (PM for both projects); Amy Omae (Task Lead); Ray Genato (Electrical/I&C); James Wang (Pump Stations and Pipelines)

design, alignment design, multiple horizontal directional drilling designs, and permit application support.

P-1046A North Area Wastewater Conveyance (2014-2016)

Navy Facilities Engineering Command (NAVFAC) Southwest, Camp Pendleton, CA

HDR also served as Designer-of-Record for Project P-1046A, which included installation of new wastewater conveyance and pumping facilities at MCBCP. HDR provided preliminary and final design, along with engineering services during construction. The P-1046A project was completed as design-build with Reyes.

The project included:

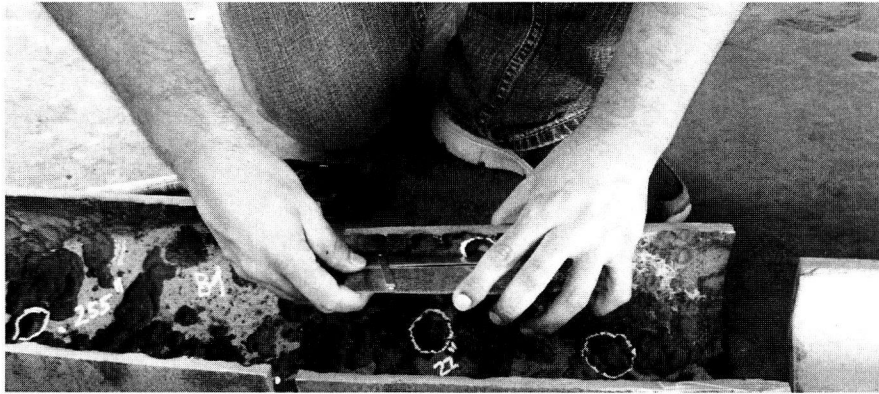
- 28,500 feet of 6-inch through 20-inch HDPE wastewater forcemain

- 7,000 feet of gravity sewer manhole and pipe capacity increase from 8-inch to 10-inch; approximately 2,500 feet was upsized by pipe bursting.
- Four new lift stations and one lift station upgrade with capacities ranging from 500,000 gallons per day up to nearly 2 mgd
- Emergency overflow storage for four lift stations
- Demolition of existing lift stations and a 1.5 mgd wastewater treatment plant.

Similar to the P-1045 project, HDR's pipeline design work for P-1046A included alignment design, pipeline sizing calculations, hydraulic analyses, valve location determinations, trench design, alignment design, and permit application support.

WRF 4471: Leveraging Data from Non-Destructive Examinations to Help Select Ferrous Water Mains for Renewal (2014-2016)

Various Agencies including Los Angeles DWP, United States



Under a tailored collaboration effort, HDR recently completed WRF Project 4471 with project sponsors Los Angeles Department of Water and Power (LADWP), Seattle Public Utilities, Fairfax Water, Denver Water, and DC Water. The goal of the project is to leverage current NDE (Non-destructive Examination) technology to help determine when select ferrous water mains should be renewed. Traditionally, water utilities relied on pipeline leak and break data to determine when pipeline renewal was needed. In recent years, several devices have been introduced that can find structural defects or pinpoint leaks. However, the cost of using these tools can be relatively expensive and the results can be varied. The project included the testing of five different inspection technologies side-by-side on cast iron main in Los Angeles. Technologies included:

- Push-in video/audio probe (Wachs Water Service)
- In-pipe remote field electromagnetic scanning
- Acoustic velocity pipe wall analysis (Echologics)
- External scanning with broadband electromagnetic tool (Rock Solid)
- Internal scanning with broadband electromagnetic tool (Rock Solid)

Following data collection of the technologies, portions of the mains were exhumed, visually inspected, photographed and cataloged as to its actual condition, including taking corrosion pit and wall thickness measurements, and compared to the NDE technology inspection results. Initial results showed that 75% of the main had no appreciable corrosion. Only a portion of unlined pipe dating to 1933 needed to be replaced.



Reference

Water Research Foundation
(WRF)

Mr. Frank Blaha, Sr. Account
Manager
303.347.6244



Key Team Members

Dave Spencer (Technical Lead);
Dan Ellison (PM); Brien Clark
(Corrosion/Cathodic Protection),
Eric Scherch (Analyst)

Beginning in May 2015, HDR applied the technologies on mains within the five sponsoring utilities (LA, Seattle, Denver, Fairfax, and DC). In the final phase of the project, the benefits of the testing were assessed by comparing the projected life expectancies of mains, both with and without the field test data. The differences in confidence provided by the various models were also assessed.

Water Reliability Study (2014-2017)

Irvine Ranch Water District (IRWD), Irvine, CA



Irvine Ranch Water District (IRWD) takes a diligent approach to developing a reliable and resilient water supply system to serve its growing community. Assuming that planned capital improvement projects are constructed, IRWD has secured a surplus of water that provides sufficient supply under normal operating conditions through build-out. Through the Water Reliability Study, IRWD sought to identify and evaluate a variety of drought and emergency scenarios that could threaten the IRWD's ability to deliver water to its customers and put into place a prioritized portfolio of sound and cost-effective responses. The Water Reliability Study focuses on IRWD's ability to maintain a minimum level of service under various emergency scenarios based on a rigorous and transparent risk

analysis. With recent findings in climate change research and the projected reliability of imported water sources the district needed to reassess its definition of risk and level of service expectations to develop improved and robust mitigation strategies. With the potential for emergency conditions to be more severe than historic data could predict an updated model was required. HDR provided modeling and evaluation of local and imported water supply reliability under a variety of emergency scenarios. The comprehensive resource and supply distribution model simulates and optimizes deliveries and storage of potable water taking into account hydraulic constraints associated with the delivery system. Using an indexed sequential Monte Carlo simulation and 83 years of historical hydrology the model



Reference

IRWD
Mr. Paul Cook, General
Manager
949.453.5300
cook@irwd.com



Key Team Members

Amy Omae (Project Engineer),
John Koreny (QAQC)

projects demands supply and storage needs based on an assumed pattern of future climate. Recent climate change research and projected reliability of imported water resources were incorporated into the analysis. Level of service expectations were established and mitigation strategies developed. This analysis provides justification for future operational and capital water reliability improvements and investments from both a local and regional perspective.

UNDERSTANDING AND METHODOLOGY

The City of Huntington Beach (City) serves over 200,000 residents with safe and reliable drinking water. The City's potable water infrastructure consists of groundwater wells, storage reservoirs, pump stations, pressure regulating facilities, and about 500 miles of pipeline. New groundwater wells are being constructed to increase the City's available drinking water supply. Existing storage and pressure regulating facilities as well as the pipeline distribution system must be maintained, upgraded, and if necessary, replaced.

The majority of the City's pipe distribution system is asbestos cement (AC) material that is over 50 years old, portions of which are buried in corrosive soils below sea level and in contact with saltwater. The condition of the City's aging pipelines should be assessed to determine whether it needs to be rehabilitated or replaced. For the past 6 years, HDR's worked

closely with City staff to conduct corrosion assessment surveys on the City's existing cathodic protection system and recommend corrosion protection work to maintain distribution system integrity. In these surveyed areas, we are familiar with your existing system, pipe condition, and potential work needed to begin right away.

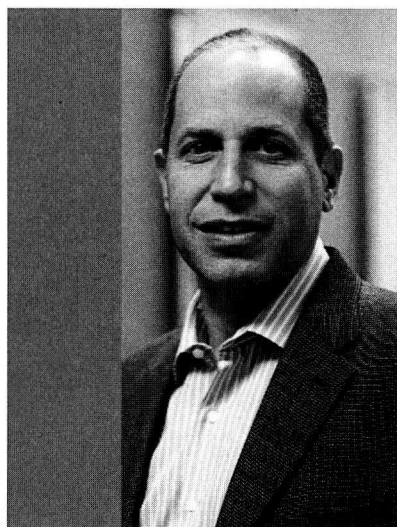


HDR has a proven track record of providing custom and collaborative solutions to complex projects. We will work closely with City staff to ensure the correct and efficient action is implemented. The City will furnish a task order or scope of work request for each project, and HDR is prepared to start immediately upon your Notice to Proceed. We have assigned one of HDR's most capable Project Managers, **Steve Friedman, PE**, to lead this effort. He has worked on past as-needed engineering contracts and has extensive experience on a variety of

drinking water projects as HDR's Southern California Water Market Sector Leader.

Steve is based locally in the HDR Irvine office, which is only 17 miles from the City's office. As the Project Manager, he will oversee a team of task leaders to effectively manage the as-needed engineering services required by the City. Steve has managed large design teams from planning, design, and construction. He is an experienced Project Manager and devoted to providing a quality product by implementing necessary quality assurance procedures for successful delivery.

Based on our experience with other as-needed contracts, we understand that projects can vary widely in size, complexity, and scope. Our approach, effort, and fee will reflect the need for flexibility. Close coordination and communication with the City and the project team is required for successful delivery



Steve Friedman, PE, PMP, BCEE **Project Manager and Point of Contact**

With 24 years of experience, Steve brings the following benefits to the City:

- Led A&E teams in the planning and design of over \$250M worth of water infrastructure
- Designed 50 miles of pipeline ranging between 6-inches and 66-inches in diameter.
- Career emphasis in the heavily-urbanized areas of Southern California
- Managed nearly 20 water system and conveyance design projects



Steve Friedman has personally always done the utmost to provide excellent client service. His organized, straightforward approach and responsiveness to requests have been a cornerstone to his performance. His assistance with our public outreach program really made a difference in advancing a high profile project. I personally look forward to working with Steve on other projects in the near future."

- Erik Jorgensen, PE
Eastern Municipal Water District
Senior Civil Engineer



Work plan for task orders.

of any task order, particularly multi-disciplinary projects. We believe it is important to have those who will ultimately own and operate the facilities to be involved in the project during its development. Our methodology to address and execute each task order will follow the work plan shown above.



We have extensive experience with performing multiple, simultaneous task orders for on-call contracts. Upon receipt of each task order, our Project Manager, Steve Friedman, will meet with the City's key stakeholders to understand the needs, drivers, schedules, and issues related to the task order to clearly define the project objectives. For small projects, this may be accomplished with a phone call or a few email exchanges. For more complex tasks, in-person meetings are generally best for

a clear, direct understanding.

Steve will then identify the appropriate Task Order Manager, technical staff, and QA/QC team members. We will develop a detailed task order scope, schedule, and fee that are understandable and achievable. Our scope of work assumptions will be discussed with the City's project manager to so that deliverable and performance expectations are transparent and agreed upon. Schedule is often critical to fast-tracked projects and a detailed project schedule will be prepared for each task order in a format acceptable to the City to complete projects on time and within budget. The task order proposal will be submitted to the City for review and negotiated to finalize the scope, fee, and schedule.

For as-needed task orders, flexibility and adaptability is critical for successful execution. Our team includes professionals locally-based in southern California with a wide range of experience and qualifications that are dedicated to providing high-level service and being responsive to your needs. A few of the key team members are identified.

- **Amy Omae, PE** (Irvine, CA) is currently managing a project for the City's neighbor, Mesa Water District, to determine the remaining useful life of their existing pipeline infrastructure as part of the

Pipeline Integrity Program. She has also been involved in the design of several pump stations and pipelines.

- **James Wang, PE** (Irvine, CA) has managed several projects and been the lead designer to rehabilitate several pump stations and develop design plans, specifications, and cost estimates (PS&E) documents for pipelines, groundwater wells, and storage reservoirs.
- **Brien Clark, PE** (Claremont, CA) has familiarity with the City of Huntington Beach. He has worked on projects with the City including the Yorktown Transmission Main Rehabilitation and is currently working with the annual corrosion assessment surveys along side **Erika Perez, EIT** (Claremont, CA)
- **Dave Spencer, PE** (San Diego, CA) is a contributing author for American Water Works Association (AWWA) M77: Condition Assessment of Water Mains and a technical lead for Water Research Foundation (WRF) studies on condition assessment for metallic and asbestos cement pipe.
- **Andrew Cherene, PG, CHG** (Long Beach, CA) has effectively managed several drilling programs and designs for installation of groundwater wells and test water supply wells.



Each proposal will identify those individuals that will be made available to the City for the duration of each task order. Our team will be tailored to each task order to optimize efficient execution and successful completion. Steve will assign Task Order Managers, who will identify the needed skills and obtain the commitment from team members, including specialized subconsultants, to prepare an organizational chart for approval by the City's project manager.

At each project kick-off meeting, we will identify relevant stakeholders, review procedures and design requirements, and establish clear lines of communication and authority. During project execution, HDR staff will be present for all necessary meetings and prepare detailed notes, progress reports, and interim work products as required. All deliverables will be reviewed by HDR's independent QA/QC team to verify accuracy and completeness prior to submission to the City for review.



HDR strives to provide the City with excellent service and

exceed expectations. Our intent is to remain with the project until its implementation and beyond so that we confirm the work was successfully delivered. Our commitment to your project and involvement through its development and implementation will allow us to address any issues or discrepancies that should arise in design, construction, or operation.

Example scopes of work are shown in the figure below for typical task orders for engineering services provided during planning/preliminary design, design, and construction.

EXAMPLE SCOPE OF WORK FOR TYPICAL TASK ORDERS

Our task order scope of services are detailed and thorough, outlining exactly what will be accomplished.

A typical outline for a preliminary design report may include:

- Basis of Design (Design Criteria)
- Preliminary Alternatives
 - Identify Potential Major Utility Conflicts
 - Identify Traffic and Transit Concerns
 - Identify Construction Concerns
 - Identify Local Agency and Stakeholder Concerns
- Pipeline Material Selection
- Identify type of specifications
- Construction Methods
- Environmental Concerns
- Schedule
- Preliminary Construction Cost Estimate

For a design project, a typical scope of work may include the following tasks:

- Project Management and Meetings
- Survey Work
- Basemap Preparation: datum, basis of bearing, utility locations, potholing, right-of-way
- Geotechnical Investigation (provided by the District)
- Environmental Documentation
 - CEQA Process (provided by the District)
 - Stormwater Pollution Prevention Plan & Permitting
- Preparation of Contract Drawings and Specifications for 30%, 60%, 90% and Final Plans
- Coordination with Stakeholders and Local Agencies

- Easement Acquisition and Permitting
- Bidding Assistance
- Preparation of As-Built Drawings

For a construction management or engineering services during construction project, a typical scope of work may include the following tasks:

- Project Management and Construction Progress Meetings
- Bidding Assistance
- Inspection
- Field Engineering
- Submittal Reviews
- RFI Responses
- Change Order Review
- As-Built Development
- O&M Manuals
- Warranty Inspection

Appendix:
Addendum 1
(Acknowledgement)
Key Staff
Resumes

City of Huntington Beach
Public Works Department
2000 Main Street
Tel. (714) 960-8820

ADDENDUM NUMBER ONE

For
RFQs – Water, Plan Check, Ocean, Architectural, Transportation, Construction
Management, Materials, Civil
in the
CITY OF HUNTINGTON BEACH

November 29, 2017

Notice To All:

City of Huntington Beach has extended the due date from January 4th, 4:00 pm 2018 to January 11th, 4:00 pm 2018 for eight (8) Request For Qualifications (RFQ) for various professional services (Water, Plan Check, Ocean, Architectural, Transportation, Construction Management, Materials, Civil).

This is to acknowledge receipt and review of Addendum Number One, dated November 29, 2017.

HDR Engineering, Inc

Company Name

By 

01/09/2018

Date

All bidders must acknowledge and include the receipt of this Addendum with your RFQ packages.



Steve Friedman, PE, PMP, BCEE

Project Manager, Point of Contract

Steve has 22 years of experience in engineering planning and design of water, recycled water, industrial waste, and wastewater facilities. His background includes a variety of project types that consist of transmission and distribution system piping, wastewater treatment plant upgrades, pumping stations, pressure control stations, and water treatment. He has provided a wide range of services during construction including office engineering, observation and construction management.

His project management skills have been honed through the successful delivery of multidiscipline infrastructure projects in southern California and across the US — he is one of HDR's most experienced project managers. He will provide consistent guidance to HDR project teams, and manage the overall contract to deliver on the scope objectives while maintaining schedule and budget.

EDUCATION

Master of Science, Civil Engineering, University of California at Berkeley, 1994

Bachelor of Science, Civil Engineering, University of California at Berkeley, 1993

REGISTRATIONS

Professional Engineer - Civil, California, United States, No. 055566

Project Management Professional, California, United States, No. 293170

Risk Assessment Methodology for Water, California

PROFESSIONAL

MEMBERSHIPS

California Water Environment Association

Water Environment Federation

American Water Works Association, Water Reuse Committee/Secretary

WaterReuse Association

RELEVANT EXPERIENCE

Metropolitan Water District, Water Treatment and Pipeline On-Call Services, Los Angeles, CA

Project Manager. Steve has managed this on-call contract for Metropolitan since the end of 2013. Since that time, he has selected the appropriate project team and managed the contract for four different task orders. He is currently the project manager for one task order; providing UPS replacement at all five Colorado River Aqueduct Pumping Stations.

NAVFAC Camp Pendleton, P-1045: New Potable Water Conveyance On-Board Marine Corps Base, San Diego, CA

Project Manager. This projects connect the north and south base systems to increase the overall reliability of the MCB Camp Pendleton water systems. The project is comprised of over 31 miles of new pipelines, 3 pumping stations, and a storage reservoir.

City of Corona Department of Water and Power, Manglar Blending Facility, Corona, CA

Project Manager. Designed a new 5,000 gpm dual zone booster pumping station, which included a building to house 1060- and 1220-Zone pumps, and emergency generator, site security, chemical facilities to inject sodium hypochlorite and ammonia to produce monochloramines for disinfection, blending station improvements, and noise abatement. Energy saving components were incorporated, which included a micro-turbine at the blending location and solar panels on the neighboring dual reservoir roofs.

City of Newport Beach, Industrial Way Water Transmission Main Replacement, Newport Beach, CA

Managed the routing study, design, bidding, and construction engineering services for the replacement of a 2,000 linear feet

STEVE FRIEDMAN (CONTINUED)

(LF) of 14-inch-diameter water main located in Industrial Way between Superior Avenue and Newport Boulevard, and a 30-inch-diameter water main that traverses the city's general services department. The two existing water mains were replaced with a single 36-inch-diameter water main within the Caltrans and City of Costa Mesa public street right-of-way. The project also consisted of designing a new 8-inch-diameter water main to connect from the replaced water main to an existing water main.

City of Pomona, Perchlorate Treatment System, Pomona, CA

Project Manager. Managed the design, construction, start up, acceptance testing and permitting assistance for a 16.6 MGD perchlorate anion exchange treatment plant. Design included providing intermediate pumping to deliver the finished water to Reservoir 6, redundancy of process equipment, security for the facility, and incorporation of the system operation into the City's SCADA network and with the existing AEP processes.

Irvine Ranch Water District, IRWD-Shady Canyon Offsite Pipelines (Bonita Canyon), Irvine, CA

Project manager for design, bidding, and construction engineering services for four miles of 24-inch-diameter and one mile of 36-inch-diameter recycled water transmission mains, two miles of 16-inch-diameter domestic water transmission main, and a half mile of 15-inch-diameter sewer line. The design required close coordination with The Irvine Company, City

of Newport Beach, City of Irvine, and several other consulting firms. Developer driven schedules required three separate bid packages that further complicated the project. The total estimated construction cost for this project is approximately \$9 million.

Poseidon, Carlsbad Desalination Plant Intake Facilities Preliminary Design, Carlsbad, CA

Project Manager. Steve oversaw a diverse design team to prepare preliminary design and contract documents for design build procurement of the Carlsbad Desalination Plant's new intake facility. It consists of a new 198 mgd (368 cfs) water pumping station, modifications to the existing 127 mgd (235 cfs) process water pumping station, a new fish screening structure with a 1,000 feet long 24-inch diameter fish return pipeline, and two large diameter pipeline designs: 500 feet of 72-inch pipeline and 100 feet of 84-inch pipe. Special features include a shoring design for deep excavation and high groundwater, an electrical building for the 1,000 horsepower pumping system, ingress/egress modifications to the existing plant, and environmental. The team also prepared twenty conceptual alternatives under client direction for permitting approval in accordance with the Ocean Plan Amendment.



Amy Omae, PE, LEED AP
Task Order Manager

EDUCATION

Master of Science,
Environmental
Engineering (Civil
Engineering with
Environmental Emphasis),
University of Miami,
2006

Bachelor of Science,
Chemistry (Chemistry
and Environmental Health
Science), University of
Miami, 2004

REGISTRATIONS

Professional Engineer -
Civil, California, United
States, No. 76824

LEED Accredited
Professional, United
States National
Registration, No.
10328834

**PROFESSIONAL
MEMBERSHIPS**

American Society of
Civil Engineers (ASCE),
Associate Member,
2007-2017

Water Environment
Federation, Member,
2011-2017

Asian American
Architects / Engineers
Association (AAa/e),
Member, 2014-2017

WateReuse, Member,
2015-2017

Amy is a proven project manager with extensive experience in water and wastewater master planning, design, and engineering services during construction projects throughout Southern California. Her expertise is in the design of treatment plant processes, pipeline alignments, mechanical pumping systems, pilot testing and research, alternative technology evaluations, mass balance and financial model development, data analysis for technically based local limits, quality assurance, and field engineering services during construction.

RELEVANT EXPERIENCE

**NAVFAC P1046 North Area Waste
Water Conveyance Project Design
and Construction Services, Camp
Pendleton, CA**

Responsible for the design of the Tributary Area Pump Station 9 (TAPS9), decommissioning and demolition of the Sanitation Treatment Plant 9 (STP9), and QA/QC review. HDR served as Designer-of-Record for the installation of new wastewater conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP) in San Diego. The new facilities provide enhanced infrastructure to convey increased sewage flows throughout the camp and convey wastewater to the Southern Regional Tertiary Treatment Plant (SRTTP). HDR provided preliminary and final design along with engineering services during construction. The P-1046A project includes 28,500 feet of 6-inch through 20-inch HDPE wastewater force main, 7,000 feet of gravity sewer manhole and pipe capacity increase from 8-inch to 10-inch, approximately 2,500 feet is upsized by pipe bursting, five separate Horizontal Directional Drill locations under environmental and

cultural boundaries and beneath Caltrans and Railroad rights-of-way with a total distance of about 10,000 feet, four new lift stations and one lift station upgrade with capacities ranging from 500,000 gpd up to nearly 2 mgd, emergency overflow storage for four lift stations, demolition of existing lifts stations and a 1.5 mgd wastewater treatment plant.

**Irvine Ranch Water District, Water
Supply Reliability Evaluation,
Irvine, CA**

Project Engineer. Prepared a Water Supply Reliability Evaluation report for the Irvine Ranch Water District (IRWD). HDR evaluated several potential future water supply scenarios. Provided modeling and evaluation of local and imported water supply reliability under a variety of emergency scenarios based on a rigorous and transparent probability of risk analysis. Recent climate change research and projected reliability of imported water resources were incorporated into the analysis. Level of service expectations were established and mitigation strategies developed.

AMY OMAE (CONTINUED)

Mesa Water District, Pipeline Integrity Testing Program, Costa Mesa, CA

Responsible for managing the overall project and defined tasks for this as-needed consulting services contract. Mesa Water District performed an age-based assessment for over 300 miles of water distribution piping, which resulted in an estimated replacement cost of \$300 million within the next 30 years. Because their break rates were not consistent with this forecast, HDR was selected to assist Mesa Water in the determining the remaining useful life of their water main pipeline by evaluating historical data, identifying the appropriate test methodology, and continuously refining the testing program to focus Mesa Water's rehabilitation and replacement efforts and provide the most value to customers. The scope expanded to include performing a survey of the cathodic protection system and a close-interval survey.

Irvine Ranch Water District, Michelson Water Reclamation Plant Phase 2 Expansion, Design and Engineering Services During Construction, Irvine, CA

Responsible for developing the financial model to evaluate biosolids and sludge handling alternatives analysis, design of the agitation aeration distribution system for the influent junction structure, headworks, primary splitter box, and primary distribution channel, managing and performing QA/QC review of submittal reviews and requests for information (RFIs), change orders, civil site grading

design, and field engineering. HDR performed the conceptual design, preliminary design, and final design, and provided engineering services during construction of the Michelson Water Reclamation Plant Phase 2 expansion to 33 mgd. Improvements included influent sewers, headworks, expansion of the primary sedimentation tanks, new primary effluent pumping station and flow control, modified flow equalization basins, secondary treatment expansion with membrane bioreactors (MBR), new high-rate clarifier to treat filter backwash, effluent filtration, new ultraviolet (UV) disinfection system, reclaimed water pumping, modifications to chlorine contact basins, chemical feed systems, new pumping and other ancillary facilities, and electrical modifications.

City of San Mateo, Clean Water Program, Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion Project, San Mateo, CA

Project Engineer and DUCT Design Lead. Responsible for design of the dual use contact tank and flow split structure and assist the design of the biological nutrient removal (BNR) system. HDR performed the conceptual design and is in the process of developing the preliminary design and final design of the San Mateo/Estero Municipal Improvement District (EMID) Wastewater Treatment Plant.



Brien Clark, PE

Task Manager, Corrosion Control/Cathodic Protection Lead

Brien Clark is the Manager of Technical Services for HDR Engineering, Inc. He has been with HDR Engineering since 2000. Brien has performed condition assessments, external direct assessments, failure analyses, soil corrosivity studies, water aggressivity studies, cathodic protection surveys, cathodic protection/corrosion control designs, and construction checkouts.

EDUCATION

Bachelor of Science
– Chemical Engineering,
California Polytechnic
University, Pomona

REGISTRATIONS

State of California,
Professional Chemical
Engineer - #6291

State of Arizona,
Professional Chemical
Engineer - #48417

State of Idaho,
Professional Chemical
Engineer - #15476

State of New Mexico,
Professional Chemical
Engineer - #21879

NACE International
Cathodic Protection
Technologist CP-3
#17978

Cathodic Protection
Specialist CP-4 #17978

Cathodic Protection
Interference

NCCER Corrosion
Prevention Field
Technician 1

NCCR Abnormal
Operating Conditions -
Field Ops

RELEVANT EXPERIENCE

City of Huntington Beach, Yorktown Transmission Main Rehabilitation - 30"

Project Manager/Project Engineer. The project entailed the installation of corrosion test stations, three impressed current cathodic protection deep wells and rectifiers, pipeline internal and external joint bonding, and electrical isolation joints for an existing 30-inch cement mortar lined and coated (CML&C) steel water transmission main. Technical construction management services were provided including interpreting design document intent for the City, responding to contractor RFIs and RFCs, and performing construction witnessing and check-out testing. Field testing included performing electrical continuity measurements along the pipeline; witnessing and testing the installation of the cathodic protection systems including deep well drilling, anode conformance and inspection, cable inspection, anode loading, well logging, and rectifier installation and testing; confirming the installation and effectiveness of electrical isolation devices; performing a pipe-to-soil potential survey of existing test stations to establish a potential baseline; and performing a pipe-to-soil potential survey after rectifiers

were energized and the pipeline had polarized to verify the effectiveness of the impressed current cathodic protection systems. Troubleshooting with respect to unusual potential fluctuation was also investigated for stray current activity.

City of Huntington Beach | Annual Corrosion Survey, Huntington Beach, CA

Cathodic Protection Design Reviewer. HDR provided condition assessment and corrosion engineering services for the City of Huntington Beach's five (5) pipeline systems. The five (5) systems, include eleven (11) pipelines, 138 test stations, 34 insulating joint (IJ) test stations, 35 cathodic protection sacrificial anode beds, and 3 rectifiers. In addition to the facilities tested in 2012, HDR included new facilities that were subsequently added including the Huntington Beach Utility Yard, the 12-inch Harbor Crossing, and the 30-inch Yorktown Pipeline cathodic protection systems. Scope of services included records review; pipeline condition assessment survey of all corrosion monitoring test stations, CP rectifiers, performing instant Off survey of all impressed current systems, minor repairs at rectifiers and

BRIEN CLARK (CONTINUED)

corrosion monitoring test stations, monitoring Slip Lined 30-inch DIP within the 42-steel pipeline (special CP probes), coordinating with City on locating missing CP test stations (16 each), and performing minor maintenance and cleaning of all CP test stations; provide a written report with findings and recommendations.

City of Huntington Beach | Feeders OC-9 and OC-35, Huntington Beach, CA

Project Manager, Project Engineer. The two pipelines were approximately 53 and 43 years old, respectively. Feeder OC-9 is a 14- to 30-inch diameter cement mortar lined and coated (CML&C) steel, PVC, and ductile iron pipeline, running approximately 46,000 feet (8.72 miles). Feeder OC-35 is a 27- to 36-inch diameter CML&C Steel pipeline, running approximately 31,300 feet (5.93 miles). HDR provided recommendations for controlling corrosion on the two pipelines based on documentation provided by the city.

Inland Empire Utilities Agency District | As-Needed Corrosion Assessment Services, Chino, CA

Contract/Project Manager. The Inland Empire Utilities Agency (IEUA) is a regional wastewater facility in southern California that operates five regional plants and processes 60 mgd. HDR was selected as a consultant to provide corrosion assessment services as-needed on this 5-year contract. Since inception, condition assessments have been conducted on numerous headworks, wet

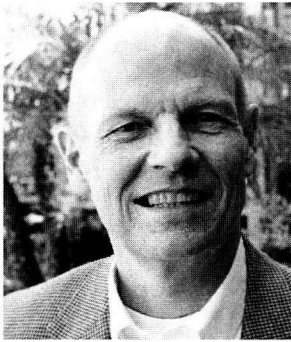
wells, influent pump stations, grit chambers, diversion structures, primary clarifiers, secondary clarifiers, digesters, aeration basins, and various process piping across the five treatment facilities. Mr. Clark is the contract manager and has served as the project manager on the majority of the task orders to date. He is also the quality reviewer and engineer of record for the final reports.

Lower Busch Tank Cathodic Protection Design, Los Angeles Department of Public Works (LADPW), Malibu, CA.

Contracted through the tank designer, Cannon Corporation, services provided included cathodic protection design to protect the interior of a proposed welded steel 0.47 MG water reservoir. Deliverables included plan, elevation, and detail drawings, and a technical specification. Design Reviewer.

Southeast Water Reliability Project (SWRP), Central Basin Municipal Water District (CBMWD), Pico Rivera, CA.

This project entailed the design of approximately 70,000 linear feet of 42-inch diameter recycled water transmission pipeline and booster pump station. Corrosion-related deliverables included a 30% pre-design report, cathodic protection calculations, plan and detail sheet drawings, and technical specifications. Report Reviewer and Design Reviewer.



Dan Ellison, PE

Task Order Manager

Dan has gained national and international recognition as an expert on pipe assessment, rehabilitation, and trenchless construction, having authored several books on the subject. He is the former Chair of the Water Main Rehabilitation Committee of AWWA. Dan has managed groups with more than 40 employees and programs with annual budgets up to \$40 million. Projects have ranged from record-setting trenchless river crossings, to published research, to power plant retrofits, even a fish ladder. This diversity of projects along with superior management skills of people and programs make Dan tremendously flexible and creative. With more than 35 years of civil and structural engineering experience, Dan has design and construction experience in both the energy and water supply fields on projects ranging to the multi-billion dollar range.

EDUCATION

Master of Business
Admin, Finance,
University of Southern
California (USC), 1994

Bachelor of Science, Civil
Engineering, University of
Utah, 1981

Bachelor of Arts, English
Language & Literature,
University of Utah, 1978

REGISTRATIONS

Structural Engineer,
California, US, #S3020

Professional Engineer
- Civil, California, US,
#C38094

PROFESSIONAL MEMBERSHIPS

American Public Works
Association (APWA),
Member

American Society of
Civil Engineers (ASCE)
Member

American Water
Works Association,
California Nevada,
Pipeline Rehabilitation
Committee, Former Chair

American Water Works
Association, Member

American Water
Works Association,
National AWWA, Water
Main Rehabilitation
Committee, Former Chair

RELEVANT EXPERIENCE

Otay Water District, Annual Corrosion Surveys San Diego, California

The OWD has an ongoing Cathodic Protection (CP) Program. The program consists of monitoring and maintaining 60 separate pipelines and 29 reservoirs as well as providing design services for future projects. As part of the Scope of Work HDR is responsible for repairing cathodic protection systems having deficiencies on 29 steel reservoirs.

City of San Diego, California, As- Needed Engineering Wastewater Facilities Condition Assessment San Diego, California

Provided as-needed corrosion engineering and condition assessment services for city's sewer pipeline system which includes pipelines ranging from eight- to 120-inches in diameter force mains and trunk sewers. Task orders have included a rigorous evaluation of the consequence of failure and a thorough analysis of the likelihood of failure combining both field condition data and statistical analysis. Work included the use of closed circuit television (CCTV)

to gather review and validate all available data and update the existing CCTV Tool Box. Other tasks performed included preparation of a condition assessment work plan field data collections and preparation of a repair/rehabilitation and replacement (R&R) action plan that included a comprehensive financial analysis projected timeline and cost estimate for each pipeline implementation.

City of Buena Park, Pipe Criticality Assessment Buena Park, California

The city was concerned about the system's remaining useful service life and was interested in developing a plan for future replacement of their distribution piping. HDR conducted a criticality assessment of the city's 313,436 feet of asbestos concrete (AC), ductile iron, and steel pipes to prioritize assets requiring immediate attention by means of replacement or repair. Over 40 percent of the existing pipelines were over 50 years old, with the oldest in service for approximately 65 years. HDR performed analysis of available break data and compared to industry norms, field corrosion survey, and acoustic velocity testing.

DAN ELLISON (CONTINUED)

**Long Beach Water Department,
Sewer Lift Station S-1 Claremont,
Los Angeles, California**

HDR was selected by Long Beach Water Department to provide engineering design and bid/construction phase services for the S-1 Sewer Lift Station Rehabilitation project. Work includes numerous lift station improvements needed to address issues with structural mechanical electrical and instrumentation components address the current condition of SLS S-1 develop rehabilitation alternatives and develop plans and specifications to implement the rehabilitation and construction bidding assistance through contract award.

**Western Municipal Water District,
- Nondestructive Condition
Assessment alternatives for the
Mills Gravity Pipeline Claremont,
Los Angeles, California**

Nondestructive Condition Assessment (NDA) for Western Municipal Water District (Western) on the Mills Gravity Pipeline (MGL) to determine existing and probable future conditions develop rehabilitation plans to reduce failure risks (if determined needed) to maximize the life of the MGL.

**Water Research Foundation, WRF
4471 Leveraging Data from Non-
Destructive Examinations to Help
Select Ferrous Water Mains for
Renewal Denver, Colorado,**

The objective of this project is to demonstrate that NDE can be used cost effectively on some mains and the results can be used to infer the condition of similar mains. Tailored Collaboration partners: DC

Water Denver Water Los Angeles Department of Water and Power Fairfax Water and Seattle Public Utilities.

**WRF 4034 Failure of Pre-stressed
Concrete Cylinder Pipe**

Dan characterized PCCP failure rates in the U.S. investigating the past 65 years. The research used an actuarial approach to PCCP pipe segments and identified and predicted based on manufacturing installation and design dates portions of the population that have the highest likelihood of failure. In addition the project developed a general evaluation matrix to help utilities identify prestressed concrete cylinder pipe (PCCP) with the highest risk of failure in their systems.

**Tahoe Keys Property Owners
Association, Water Distribution
Piping Condition Assessment
South Lake Tahoe, El Dorado,
California**

The purpose of this project is to provide waterline assessment of AC and galvanized iron pipe at four of the worse anticipated locations in the system to determine pipeline condition. HDR expects to conduct a series of laboratory and field tests to determine the corrosivity of the soil and transported water and the remaining strength of the pipe material in the distribution system by evaluating the mechanical strength and the depth of deterioration to the pipe wall.



James Wang, PE

Pump/Booster Stations, Reservoirs/Tanks

James has more than 21 years of experience with municipal and industrial wastewater treatment, water treatment, mechanical pumping systems including storm, potable, irrigation and wastewater; water distribution and sewage collection, contaminant fate during sewage treatment, water quality modeling and AutoCAD 2012. In addition, James is proficient in innovative and cost effective design with operations a top priority. He is adept at coordinating project plans with multiple disciplines and consultants. Other responsibilities include field engineering, supervision and monitoring, particularly for pump stations, sewer lift stations and water quality testing.

EDUCATION

Master of Science,
Environmental
Engineering, University
of Windsor, Ontario,
Canada, 2004

Bachelor of Civil
Engineering, Civil &
Environmental Engineer,
1997

REGISTRATIONS

Professional Engineer -
Civil, California, United
States, No. 81123

NASSCO Pipeline
Assessment and
Certification Program,
United States National
Registration, No. U-1114-
06022800

NASSCO Manhole
Assessment Certification
Program (MACP),
United States National
Registration, No. U-1114-
06022800

RELEVANT EXPERIENCE

City of Corona Department of Water and Power, Mangular Blending Facility, Corona, CA

Project Engineer. Designed the new Mangular Blending Facility which includes a dual zone Booster Pumping Station with a total firm capacity of 5,000 gpm using five pumps. Additional components include provisions for emergency power; chemical facilities to inject sodium hypochlorite and ammonia to produce monochloramines for disinfection; and improvements to the existing facility blend well water with treated water.

P-1045: New Potable Water Conveyance On-Board Marine Corps Base, San Diego, CA

Design Manager. HDR served as Designer-of-Record for Project P-1045, installation of new potable water conveyance, pumping, and storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1045 includes approximately 99,400 linear feet of 24-inch nominal diameter high density polyethylene (HDPE) pipeline; 26,600 linear feet of 14-inch nominal diameter HDPE pipeline; three pumping stations

(160hp, 2.0 MGD capacity; 60hp, 1.4 MGD capacity; and 225 hp, 5.0 MGD capacity); a new three million gallon capacity AWWA D-110 Type III pre-stressed concrete reservoir; and a new pressure reducing station.

Project P-1046, Waste Water Conveyance Marine Corps Base, Camp Pendleton, CA

Design Manager. HDR served as Designer-of-Record for Project P-1046, installation of new waste water conveyance, pumping, and emergency overflow storage facilities at Marine Corps Base Camp Pendleton (MCBCP). Project P-1046 includes approximately 30,000 linear feet of high density polyethylene (HDPE) pipeline ranging from 4-inch to 10-inch; five lift station(120hp, 4.6MGD capacity; 120hp, 3.2 MGD capacity; 75hp, 1.5 MGD capacity; 30hp, 1.0 MGD capacity and 20 hp, 0.3 MGD capacity); a new emergency overflow storage structure.

JAMES WANG (CONTINUED)

**Mountain House Development
Tank and Booster Pump Station,
Mountain House, CA**

Project Engineer. Designed two twin 3.7 MG concrete tanks and a multi-zone multi-pump water booster pump station. The facility was required as part of the community's master water plan and provides pressure stabilization potable and emergency storage and inter-zone pressure regulation. The dual-zone pump station allows water from either storage tank to be boosted into either of two pressure zones. Chemical injection facilities located within the facility automatically maintain chlorine residuals within the tanks as well as water entering the distribution system. The facility serves both planned residential development and the Delta Community College.

**City of Lathrop Tank and Booster
Pump Station, Lathrop, CA**

Project Engineer. Designed a new 3.6 MG welded steel water storage tank and booster pump station servicing the Central Lathrop Specific Planning (CLSP) area. The pump station consisted of multiple VFD controlled pumps with a domestic capacity of up to 5,500 gpm. In addition the station features a 2,500 gpm NFPA 20 certified fire pumping system. The station has a PLC based remote telemetry and SCADA control system with automated chlorine residual control. Project Engineer.

**Goleta Wastewater Treatment
Plant Upgrade, Goleta Sanitary
District, CA.**

After preparing the preliminary design report and validation study,

HDR modified the headworks, upgraded the treatment plant to full secondary standards using a trickling filter/activated sludge system, designed a new blower building, expanded secondary sedimentation capacity, designed for new flow equalization, and designed a new thickening and dewatering building. Design also included site/civil work, paving and grading. The improvements expand the capacity of full treatment to approximately 9 mgd.

**Edward C. Little Water Recycling
Facility Expansion Design-Build
Services, West Basin Municipal
Water District, El Segundo, CA.**

Conducted a feasibility study and provided engineering to support design-build services to increase the capacity of barrier water to 12.5 mgd total capacity and increase the capacity of Title 22 water to 40 mgd. Phase IV improvements included upgrades and expansion of the Title 22 treatment system, solids handling system, chemical systems, microfiltration treatment system (includes a new 10.8 mgd microfiltration system), reverse osmosis treatment process, ultraviolet (UV) disinfection treatment system, and site. Title 22 treatment system improvements included demolishing the flocculation basins, constructing a 20 mgd high-rate clarifier, extending the Title 22 treatment train No. 1 conventional gravity filter gallery, adding two chlorine contact basins, and adding two medium voltage variable frequency drives (VFDs) on the Title 22 product water pumps.



Dave Spencer, PE

Condition Assessment and Rehab

David Spencer developed and implemented asset management programs encompassing over 60,000 miles of pipelines in the U.S. David specializes in developing and implementing practical results-oriented programs for aging water, recycled water, and wastewater infrastructure. He is adept in interacting with all levels of a utility organization from field staff to management. David is currently engaged in the evaluation of several emerging condition assessment technologies including acoustic testing, non-destructive examinations, an ASCE Manual of Practice, and other Water Research Foundation projects. Proficient in ESRI and Microsoft analytical tools, David has supported many high performing utilities in building and refining asset management practices including the Cities of San Diego, Poway, Vista, Phoenix and Honolulu, Vista Irrigation District, Los Angeles Bureau of Sanitation, Johnson County Wastewater, and Seattle Public Utilities.

EDUCATION

Bachelor of Science Civil
Engineering California
Polytechnic State
University, San Luis
Obispo

REGISTRATIONS

Professional Engineer
C66885 California

RELEVANT EXPERIENCE

Water Research Foundation, WRF 4471, Leveraging Data from Non- Destructive Examinations to Help Select Ferrous Water Mains for Renewal, Denver, CO.

The objective of this project is to demonstrate that NDE can be used cost effectively on some mains, and the results can be used to infer the condition of similar mains.

Mesa Water District Pipeline Integrity, Costa Mesa, CA.

Technical Lead. Scope of work for the project included estimating the remaining life of the pipelines based on measured pipeline properties, identify specific pipes that require replacement, and refine the testing program to provide the most value to the ratepayers. Through this program, HDR was able to save Mesa Water approximately \$100,000 per year in pipeline testing.

2016 Comprehensive Sewer Management Plan, City of Vista, CA.

David is developing an asset management program and plan that will close gaps in the asset registers for GIS/Cityworks/Pipelogix/hydraulic model. David will identify likelihood and consequence of failure for asset risk, replacement costs, renewal prioritization, and evaluation of levels of service and associated levels of investment. David will conduct workshops with operations staff on best practices and SOPs. The results of asset management analysis and asset information will be coordinated with GIS staff for inclusion in appropriate systems and the identification of asset management software. A continuous improvement plan will be developed that includes analysis of existing business processes and systems and identification of prioritized opportunities for improvement for policies, processes and systems.

DAVE SPENCER (CONTINUED)

Asset Management Plan, Otay Water District, Otay, CA.

Prepared a district-wide asset management plan as the framework for district staff to implement the ongoing condition assessment and associated service life estimates for all of the fixed assets. The project included the development of asset criticality criteria, condition assessment rating and ranking criteria, and asset valuation methodology that serve as the basis for future rates and bond financing.

City of Westminster, Westminster Distribution System Renewal Program Prioritization and Modeling, Denver, CO.

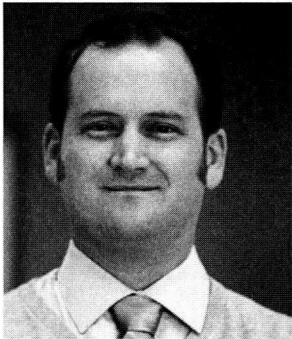
Evaluated the water distribution system and prioritized water main repair and replacement projects based on a number of criteria. A risk analysis and prioritization factors matrix was established and was used to develop an optimized pipe and valve replacement capital improvement program (CIP).

Vista Irrigation District, City of Vista, CA

HDR was selected by Vista Irrigation District (VID) to prepare an update to their 2000 Potable Water Master Plan. As part of that Master Plan, condition assessment of the District's reservoirs and pipelines is being conducted and prioritization of rehabilitation and replacement projects. David is leading the condition assessment and renewal prioritization components of the project which includes assessing and cleansing existing data, quantifying deterioration, identifying investment scenarios compared with level of service, and incorporating results into the master plan.

City of Poway, Utilities Operational Effectiveness Study (UOES), Poway, CA.

Project Manager who reviewed operational activities for the potable water, wastewater operations, and recycled water, then assessed their organizational efficiency and effectiveness to prepare an operational effectiveness report with competitive levels for (O&M) of the system with recommended cost savings and improvement strategies. Worked closely with the city's public works department's utilities manager and key representatives from labor, management and employees.



Andrew Cherene, PG, CHG

Wells

Andrew Cherene has 12 years of experience in the environmental field with expertise in groundwater monitoring, drilling, well installation, soil sampling, Phase I and Phase II environmental site assessments, soil vapor sampling, and groundwater resources. He manages drilling programs and designs, installs, develops, and tests water supply wells. He also conducts sampling and analysis field programs to support regulatory compliance, pre-construction site characterization, and aquifer modelling.

EDUCATION

Bachelor of Science –
Earth Sciences, University
of California, San Diego,
June 2004.

Master of Science – Earth
Sciences, University of
California, San Diego,
December 2005.

REGISTRATIONS

Registered Professional
Geologist, California,
United States, No. 8580

Certified Hydrogeologist,
California, United States,
No. 974

Drinking Water
Treatment Operator,
Level T2, California,
United States, No. 30382

Drinking Water
Distribution Operator,
Level D2, California,
United States, No. 39368

RELEVANT EXPERIENCE

City of Santa Monica, Olympic Well Field, Santa Monica, CA

Andrew Cherene was project manager and primary author of the quarterly groundwater monitoring report and manager of field tasks. Groundwater contamination surrounding the City Corporation Yard and the Bergamot Arts Center has been linked to a release of gasoline from underground storage tanks on the Corporation Yard property. Chlorinated solvents from former PaperMate and Douglas Aircraft Facilities have also migrated to the groundwater beneath this site, compromising water quality in the City's Olympic Well Field. Olympic is one of three major well fields that serve as the drinking water source for the City. The other two, Arcadia and Charnock, also have a recent history of impacts from leaking underground storage tanks.

City of Oxnard, Highway 101 at Rice Ave Reconstruction Project, Oxnard, CA.

Andrew Cherene was lead geologist for investigation and remediation activities associated with the Former Jim's Texaco service station and environmental support activities for the construction surrounding the interchange. Project tasks included site characterization of commingled fuel releases, well abandonment, development and implementation of a risk assessment sampling and analysis plan, and plume characterization for the protection of drinking water wells. This project required close coordination with regulatory agencies to obtain timely closure of the site under the schedule constraints of a major interchange and bridge reconstruction project.

ANDREW CHERENE (CONTINUED)

**Antelope Valley Water Bank,
Willow Springs Aquifer Storage
and Recharge, Antelope Valley, CA.**

Prior to initiating an aquifer storage and recovery (ASR) project, a groundwater basin and its aquifers must be adequately characterized with respect to potential yields, storage capacity, and water quality. Andrew Cherene managed a field sampling program that collected samples from idle irrigation supply wells and active domestic water supply wells to analyze for naturally occurring compounds that may present a challenge for the proposed ASR program.

**Pier B On-Dock Rail Support
Facility, Long Beach, CA.**

HDR is providing engineering services for the project. Some key components of the project include realignment of Pier B Street to accommodate new yard tracks construction of approximately 80000 feet of new trackage at the Pier B Rail Yard design of classification yard facilities and/or a potential Near Dock Intermodal Cargo Transfer Facility (ICTF) in the North Harbor Area and feasibility studies and alternative analysis for potential grade separations at 9th Street and the North Harbor Area. Since 1996 HDR has provided engineering services to the Port of Long Beach under two separate on-call contracts. In total seven final design packages have been completed on budget and on schedule under this contract.

**NextEra Energy, Blythe Solar
Generating Station.**

The design phase of the project required exploration for a source of cooling and cleaning water in California's Sonoran Desert. The program drilled a test well to a depth of over 1800 feet to sample discrete aquifer zones for water quality and test them for production potential. Separate zones were packed off to be tested for yield potential and water quality. Overdraft of near-surface drinking water source aquifers would have been met with regulatory opposition, while brackish deep zones would have provided very poor quality water. Andrew Cherene oversaw drilling and well installation activities for the test well.



Erika Perez, EIT

Corrosion Control/Cathodic Protection

Erika Perez is the Field Services Supervisor with HDR Engineering, Inc. She has been with HDR since 2007. Erika has experience in soil analysis, soil corrosivity studies, corrosion condition assessments of wastewater facilities and potable water tanks, external corrosion direct assessments, cathodic protection (CP) system design for tanks, construction support services, field surveys for existing cathodic protection systems on pipelines and reservoirs.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science –
Chemical Engineering

California State
Polytechnic University,
Pomona, CA

REGISTRATIONS

Engineer-In-Training
(EIT), State of California
#153360

NACE Cathodic
Protection Technician
(CP-2), #63436

Confined Space Certified

OSHA 30-Hours

PROFESSIONAL MEMBERSHIP

NACE International
#673147

City of Huntington Beach, Annual Corrosion Survey, Huntington Beach, CA

Corrosion EIT. The project was an annual corrosion survey of the City's 11 pipelines, consisting of 170 test stations, and providing recommendations for future corrosion control. Ms. Perez served as corrosion EIT. The survey was performed by the interruption of existing rectifiers and galvanic anodes and measuring the on/off potentials. A report was prepared documenting all the testing data with recommendations for general corrosion control.

Irvine Ranch Water District | Three Year Cathodic Protection Monitoring Program, Irvine, CA

Lead Field Engineer. HDR was recently awarded this cathodic protection project consisting of 35 impressed current and 4 galvanic systems, 40 rectifiers, approximately 500 corrosion test stations, and 17 reservoirs. Pipe sizes vary between 16-inches and 54-inches. Pipe materials include CCP, SCC, DIP, and CML&C. Ms. Perez performed the pipeline CP corrosion survey, including on and instant off pipe-to-soil potentials, rectifier readings, anode current output, and insulating flange and casing isolation testing.

Metropolitan Water District (MWD), Lake Mathews Forebay Condition Assessment, Riverside, CA

Erika Perez was the lead field engineer on the condition assessment of the concrete structure and rebar reinforcement at MWD's Lake Mathews Forebay. The structural assessment included exterior and interior visual inspections, concrete sounding, and pH testing. The rebar reinforcement assessment included potential mapping to determine areas of internal corroding rebar and electrical continuity testing. Concrete cores were also collected and analyzed by HDR's laboratory to determine the degree of concrete degradation. The condition assessment report included: tabulated test results, photo documentation of notable features observed during the assessment, and recommendations based on conditions found to be in need of repair, remediation, or corrosion monitoring.



3230 El Camino Real, Suite 200
Irvine, CA 92602-1377
714.730.2300

hdrinc.com

We practice increased use of sustainable
materials and reduction of material use.

© 2018 HDR, Inc., all rights reserved.

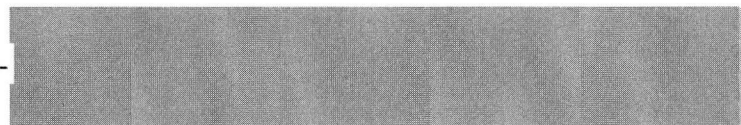


EXHIBIT "B"

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.



January 11, 2018

City Clerk's Office, 2nd Floor
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

**RE: On-Call Water Engineering & Professional Consulting Services, Service
Category A. Water Engineering - Cost Proposal/Rate Sheet**

Dear Selection Committee,

HDR appreciates the opportunity to submit our fee schedule for the On-Call Water Engineering & Professional Consulting Services. We look forward to working with the City. Should you have any questions, please feel free to contact Steve Friedman at (714) 368-5634 or via email at steve.friedman@hdrinc.com

Sincerely,
HDR

A handwritten signature in black ink, appearing to read 'Aaron Meilleur'.

Aaron Meilleur, PE
Vice President

A handwritten signature in black ink, appearing to read 'Steve Friedman'.

Steve Friedman, PE, PMP, BCEE
Project Manager

E. Cost Proposal/Rate Sheet

Billing

HDR acknowledges that all billing for work done by the end of billing period be submitted to the City on a monthly basis. Each billing will be submitted with a status report describing progress made during the billing period on each task along with percent complete for each task. Final billing will be approved for payment only after a completed status report has been approved by the City.

HDR's accounting cycle typically coincides with the first of every month and we submit invoices no later than the 10th of every month.

Minimum Time Rate

Compensation terms are defined by Direct Labor Hours times an hourly billing rate for the services of HDR's personnel engaged, plus reimbursable expenses. HDR will not apply a minimum time rate for this project.

Procedures for Overtime Pay

HDR follows fair employment practices. Hours worked in excess of eight (8) per day or forty (40) hours per week will be billed in accordance with the rate schedule presented on the following page at straight time for professional personnel and at 1.5 times for inspector, technician, and clerical personnel. If applicable, prevailing wage requirements will need to be negotiated at the issuance of each task order.

Holidays

HDR recognizes the following seven (7) holidays per year where HDR staff does not conduct normal business hours:

- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- When a holiday falls on Sunday, the offices will be closed on the following Monday.
 - When a holiday falls on a Saturday, the

offices will be closed on the previous Friday.

- Business hours on December 24th will be 8:00 AM to 4:00 PM.

Travel Time

The City's office is only 17 miles from HDR's office in Irvine, where this project will be managed. Depending on the time of day, we can be at your office on Main Street office within 35 minutes. Our vehicle mileage will be billed as a Reimbursable Expense per Federal travel regulations, which currently allots \$0.545 per mile driven.

Changes to the Rate Schedule if Contract is Extended

If the contract is extended beyond the three-year base period, the rates may be increased based on salary adjustments and changes in CPI.

Equipment, Miscellaneous Charges, and Subconsultants

Personnel charges include the indicating instruments commonly used in corrosion testing. Specialized instrumentation/test equipment and facilities may require an additional charge. Other direct costs (ODC), such as outside consultants or laboratories, rental equipment and, miscellaneous expenses (including vehicle usage, photography, reproduction, binding, overnight mail or courier services, etc.) will be charged at cost plus ten percent (10%). Permits and fees required for projects will be charged at cost. Costs for subconsultants, if any, will be charged at cost plus ten percent (10%).



Rate Schedule

Our proposed hourly rate schedule by job classification is provided below which covers payroll costs, employee benefits, and HDR overhead and profit. The hourly rate schedule will be in effect during the course of the contract or three years from the notice-to-proceed date, whichever occurs first. Personnel time is billed in half-hour increments.

HDR RATE SCHEDULE	FROM \$/HR	TO \$/HR
Sr. Company Officer/Principal in Charge	\$345.00	\$420.00
Sr. Construction Manager	\$212.00	\$270.00
Sr. Engineer Mgr/Sr. Project Manager	\$283.00	\$353.00
Water Resources Sr. Engineer	\$277.00	\$335.00
Project Manager/Task Manager	\$202.00	\$271.00
Sr. Project Engineer	\$190.00	\$254.00
Construction Inspection	\$185.00	\$249.00
Database Programmer	\$173.00	\$230.00
Water Resources PE	\$161.00	\$219.00
CADD/BIM/Designer	\$138.00	\$197.00
Project Engineer	\$114.00	\$185.00
Project Administrator	\$99.00	\$161.00
Document Production Specialist	\$93.00	\$151.00
EIT	\$86.00	\$144.00
Technician	\$70.00	\$127.00
Intern	\$58.00	\$99.00

*Billing rates subject to 3.5% escalation (maximum) effective January 1st of each year.

Bidder's List for Water & Engineering - 2018
--

Company Name	Phone
CivilSource, Inc.	949-585-0477
Civiltec Engineering, Inc.	626-357-0588
Dahl, Taylor & Associates	949-756-8654
DMc Engineering	949-753-9393
ERSC Inc.	951-765-6622
GEI Consultants, Inc.	916-912-4930
Geosyntec Consultants	310-957-6100
GHD Inc	949-585-5218
HDR Engineering, Inc.	213-239-5800 ext. 5817
LEE & RO, Inc.	626-667-5385
Lockwood Andrews and Newnam	714-620-6520
Michael Baker Intl	281-908-5335
Pacific Advanced Civil Engineering, Inc.	714-481-7203
Psomas	714-481-8026
Quantum Quality Consulting, Inc.	310-891-3994
SA Associates	626-821-3456
Tetra Tech	949-809-5208
West & Associates Engineering, Inc.	949-716-7670



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

3/26/2018

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE: (A/C, No., Ext): E-MAIL: ADDRESS:	FAX: (A/C, No.):
INSURED 1429583 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437

COVERAGES *HDRIN01 CERTIFICATE NUMBER: 15288761 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Per occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Per accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A ☐	NOT APPLICABLE			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

15288761
City of Huntington Beach
Attention: Duncan Lee
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

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HDR ENGINEERING, INC.
FOR
ON CALL WATER 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

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Water & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: GHD, Inc.

OVERALL RANKING: 1 out of 18

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Associate Civil Engineer 3. Engineering Aid

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 94

GHD – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
Proposal Clarity	8.7	10
Qualifications and experience of Firm, key individuals and sub-consultants.	23.7	25
Staffing	23.7	25
Understanding & Methodology	13	15
References	10	10
Local Vendor Preference	5	5
Interview (Optional)	10	15
Total	94	105

II. DUE DILIGENCE REVIEW

- Clients such as City of Irvine, City of Long Beach, City of Oceanside, and City of Huntington Beach (to name a few)

GHD – Summary of Review	
• GHD's proposal was good, with extensive experience with water facilities design.	

GHD – Pricing	
• Low end from \$70/Hr for Project Assistant • High end to \$245/Hr for Principal-In-Charge	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Water & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Pacific Advanced Civil Engineering (PACE), Inc.

OVERALL RANKING: 2 out of 18

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Associate Civil Engineer 3. Engineering Aid

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 92

<u>PACE – Minimum Qualifications Review</u>		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	9	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	23.7	25
<i>Staffing</i>	22.3	25
<i>Understanding & Methodology</i>	12	15
<i>References</i>	10	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	10	15
Total	92	105

II. DUE DILIGENCE REVIEW

- Clients such as City of Anaheim, El Toro Water District, County of Los Angeles, and City of Huntington Beach (to name a few)

<u>PACE – Summary of Review</u>
• PACE's proposal was good, staff highly skilled in water treatment design, pump station, and have performed well for City projects

<u>PACE – Pricing</u>
• Low end from \$75/Hr for Assistant Designer • High end to \$240/Hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Water & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: HDR Engineering, Inc.

OVERALL RANKING: 3 out of 18

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Associate Civil Engineer 3. Engineering Aid

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 89.7

PACE – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8.7	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	23.7	25
<i>Staffing</i>	23	25
<i>Understanding & Methodology</i>	13.3	15
<i>References</i>	7	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	9	15
Total	89.7	105

II. DUE DILIGENCE REVIEW

- Clients such as Metropolitan Water District, City of Corona, Irvine Ranch Water District, and City of Huntington Beach (to name a few)

HDR – Summary of Review
• HDR's proposal contains relevant important projects to the City, such as AC pipe study, and corrosion control.

HDR – Pricing
• Low end from \$58/Hr for Intern • High end to \$420/Hr for Senior Company Officer

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Water & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: SA Associates

OVERALL RANKING: 4 out of 18

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Associate Civil Engineer 3. Engineering Aid

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 85

SA Associates – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	7.7	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	21.7	25
<i>Staffing</i>	22	25
<i>Understanding & Methodology</i>	12.6	15
<i>References</i>	7	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	9	15
Total	85	105

II. DUE DILIGENCE REVIEW

- Clients such as City of Anaheim, Long Beach Water Department, County of Los Angeles, and City of Irvine (to name a few)

SA Associates – Summary of Review
• SA Associates's proposal was good, staff highly skilled in water projects similar to those from the City

SA Associates – Pricing
• Low end from \$82/Hr for Secretary • High end to \$245/Hr for Principal

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Water & Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Vendor #5.

OVERALL RANKING: 5 out of 18

SUBJECT MATTER EXPERTS/RATERS:

1. Senior Civil Engineer 2. Associate Civil Engineer 3. Engineering Aid

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Avg. of 84.8

Vendor #5 – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	8.7	10
<i>Qualifications and experience of Firm, key individuals and sub-consultants.</i>	22.5	25
<i>Staffing</i>	21.6	25
<i>Understanding & Methodology</i>	13	15
<i>References</i>	7	10
<i>Local Vendor Preference</i>	5	5
<i>Interview (Optional)</i>	7	15
Total	84.8	105

II. DUE DILIGENCE REVIEW

VENDOR #5 – Summary of Review

- Vendor #5's proposal was good, but just below the top four consultants

VENDOR #5 – Pricing

- Low end from \$65/Hr for Engineering Assistant
- High end to \$235/Hr for Senior Project Manager



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

May 24, 2018

HDR Engineering, Inc.
Attn: Aaron Meilleur
3230 El Camino Real, Suite 200
Irvine, CA 92602-1377

Dear Mr. Meilleur:

Enclosed is a copy of the fully executed "Professional Services Contract between the City of Huntington Beach and HDR Engineering, Inc. For On Call Water and Engineering Services."

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds

Enclosure