

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
MOFFATT & NICHOL  
FOR  
ON-CALL CIVIL ENGINEERING, SURVEYING & PROFESSIONAL  
CONSULTING 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 MOFFATT & NICHOL, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call civil engineering, surveying and professional consulting 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 Chris Webb, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one year 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 Two Hundred Fifty Thousand Dollars (\$250,000.00).

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

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

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

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

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) 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: Chris Tanio  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Moffatt & Nichol  
ATTN: Weixia Jin, PhD, DCE, PE  
555 Anton Blvd., Suite 400  
Costa Mesa, CA 92626

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,  
MOFFATT & NICHOL

By: \_\_\_\_\_

*Weixia Jin*

Weixia Jin, Ph.D. PE

print name

ITS: (circle one) Chairman/President Vice President

AND

By: \_\_\_\_\_

*David W. Huchel*

David W. Huchel, 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:

\_\_\_\_\_  
Director of Public Works

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*MJ*

## **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 Civil 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.



# ON-CALL OCEAN ENGINEERING & PROFESSIONAL CONSULTING SERVICES



April 8, 2021

City of Huntington Beach  
Public Works Department  
2000 Main Street  
Huntington Beach, CA 92648

Subject: Request for Qualifications for On-Call Ocean Engineering & Professional Consulting Services

Dear Members of the Evaluation Committee,

The City of Huntington Beach (City) Public Works Department is seeking a consulting firm experienced in ocean engineering to solve the challenges faced by the City and its infrastructure located in coastal and marine environments. Moffatt & Nichol (M&N) was selected by the City for the same on-call services in 2015 and 2018, and we appreciate the opportunity to continue serving as an extension of your staff to provide expertise in ocean and coastal engineering. M&N offers the City project/contract continuity and our highly qualified staff for this on-call ocean engineering contract. The following are a summary of the unique qualifications and overall benefits M&N will provide to the City:

**INCUMBENT.** As an incumbent firm with on-going and recently completed projects through our previous two ocean engineering contracts, our team requires no learning curve when responding to task orders. We know City staff, priorities, procedures, and preferences. M&N has established a proven process to get task orders completed for the City to avoid delays and conflicts.

**HISTORY.** As a firm, M&N has a very long history providing planning and engineering services for projects along the Huntington Beach coastline. This unique experience equips us to continue ocean engineering services under various conditions. Our experience extends from including:

- Older projects of original designs of Huntington Harbour in the 1960's, the Huntington Beach Pier in 1990, and the Pacific Coast Highway Bridge over the Santa Ana River in 1991;
- More recent work at Bolsa Chica Wetlands and Pacific Coast Highway Bridge, Sunset Beach Winter Dike, Huntington Beach Wetlands Restoration, the City Waterline within the Harbour, and Sand Placement at Harbour Beaches; and
- Current work of Huntington Beach Bluffs Engineering, the Anaheim Bay Entrance Channel Reconfiguration, and the Huntington Harbour Bridges Rehabilitation/Replacement Project.

**CONTINUITY.** We can continue to provide support work for on-going important projects such as Huntington Beach Bluffs restoration that is at the brink of moving into the permitting and design phases and the annual construction and removal of the Sunset Beach Winter Sand Dike.

**SIMILAR CONTRACT EXPERIENCE.** Our team has provided similar and relevant services for Cities and other agencies within Orange and Los Angeles Counties. Similar open-end contract services are provided for the Cities of Long Beach, Seal Beach, Newport Beach, Dana Point, and the County of Orange, and the State of California Department of State Parks. This experience provides us with a complete understanding of the local environments, communities, issues, coastal processes, and unique projects. It further equips us to share solutions with the City of Huntington Beach that have been proven effective elsewhere.

**LOCAL.** Founded in 1945, M&N has been headquartered in Long Beach for 75 years, and services will be mainly provided from our Costa Mesa office. With two offices within 10-15 miles of the City, our staff can respond to City staff and project needs quickly and cost effectively. A significant number of our staff, including our Project Manager are residents and homeowners within the City of Huntington Beach. As such, not only do we know the local conditions and are well informed, but we have personal stakes in the function and success of the City. M&N staff have an in-depth understanding of how the coastline functions and the marine infrastructure the City relies on to drive its economy and provide for its residents.

We will be providing project management, deliverables, and task order response from our Costa Mesa office located at 555 Anton, Suite 400, Costa Mesa, CA 92626. Please feel free to contact me at 657-261-2686 or via email at [cwebb@moffattnichol.com](mailto:cwebb@moffattnichol.com) any time to answer any questions or provide additional information.

Sincerely,  
MOFFATT & NICHOL



Chris Webb  
Project Manager



Weixia Jin, PhD, DCE, PE  
Principal-in-Charge, Vice President



# REQUIRED FORMS

**VENDOR APPLICATION FORM**

**PRE-QUALIFICATION FORM (EXHIBIT A)**



**REQUEST FOR PROPOSAL**  
**VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Moffatt & Nichol

Contact Person for Agreement: Weixia Jin, PhD, DCE, PE

Corporate Mailing Address: 555 Anton Blvd., Suite 400

City, State and Zip Code: Costa Mesa, CA 92626

E-Mail Address: wjin@moffattnichol.com

Phone: 657-261-2651 Fax: N/A

Contact Person for Proposals: Chris Webb

Title: Project Manager E-Mail Address: cwebb@moffattnichol.com

Business Telephone: 657-261-2686 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
(See attached sheet; all Board Members can be reached at (562) 590-6500)		

Federal Tax Identification Number: 95-1951343

City of Huntington Beach Business License Number: A286556  
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 5/31/2021

## ATTACHMENT

**Moffatt & Nichol**

<b>Title</b>	<b>Name</b>	<b>Address</b>
President / Chief Executive Officer	Eric A. Nichol, PE	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Senior Vice President / Chief Financial Officer	Olie R. Abbamonto	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Senior Vice President / Chief Legal Officer / Secretary	David W. Huchel	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Senior Vice President / Chief Operations Officer	Douglas J. Plasencia, PE	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Senior Vice President	Richard M. Rhoads, PE	2185 N. California Blvd., Suite 500, Walnut Creek, CA 94596
Director / Chairman	Eric A. Nichol, PE	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	M. Kathleen Broadwater	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	Michelle Anghera	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	Pierce R. Homer	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	Ralph Larison	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	Rajan Sheth, PE , SE	4225 E. Conant Street, Suite 101, Long Beach, CA 90808
Director	Richard D. Steinke	4225 E. Conant Street, Suite 101, Long Beach, CA 90808


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

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

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

Firm Name: Moffatt & Nichol

Firm Address: 555 Anton Blvd., Suite 400, Costa Mesa, CA 92626

Signature:  Date: 4/8/2021



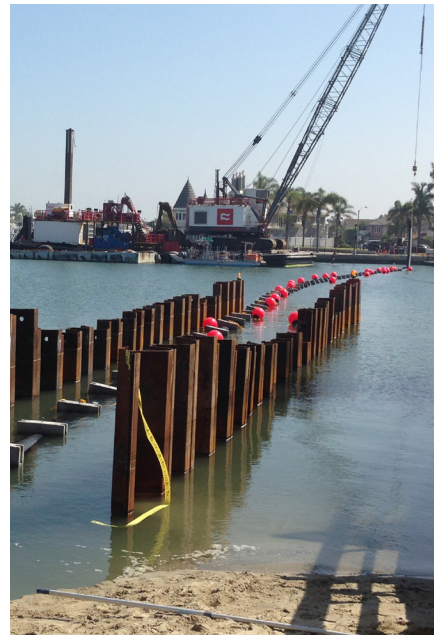
## FIRM QUALIFICATIONS

### Demonstrated Capabilities

Our experience stretches to both of the City's coastal boarders. As a firm, M&N has a very long history supporting the planning, design, and maintenance of the City's coastline, infrastructure, and marine environments. From design to construction support, our team has been here to support Huntington Harbour dredging, Huntington Beach Pier design, PCH/Bolsa Chica inlet bridge design, sea level rise (SLR) vulnerability assessment and local coastal program update, all the tidal wetlands along the coastline, engineering and environmental services for Davenport Drive and Gilbert Drive bridges, and currently we are working on the reconfiguration of the navigation channel Harbour entrance. With this grand history of working together, our team is eager and committed to supporting the City's most important economic driver—it's coastline.

M&N has extensive experience and practical knowledge of the projects outlined in the City's ocean engineering scope of work and has all the relevant technical knowledge of the City's coastline and harbor. M&N will continue to fully support the City for all ocean engineering services, as we have done with the previous Ocean Engineering On-Calls. M&N has more than 75 years' experience in ocean engineering projects and has completed designs for more than 7,500 waterfront projects worldwide. Locally, M&N has provided ocean and coastal engineering services under on-call contracts to cities and agencies stretching from Los Angeles County to San Diego County. Our team is well-versed in translating our past Southern California coastal project experience and understanding of future coastal challenges into sustainable, resilient, and maintainable designs that support the coastal infrastructure for residents, visitors, and habitat.

Our staff includes one of the largest collections of coastal planners, engineers, and scientists focused on solving global issues related to coastal, estuarine, and riverine systems of any consulting firm in the US. The firm consists of more than 850 professional and technical staff—approximately 20 specializing in coastal work in our two local offices - Long Beach and Costa Mesa. These local and qualified staff know the City's coastline, have an in-depth understanding of the unique Southern California coastal environment, and bring best practices from recently completed projects for local coastal clients.



**M&N has completed projects in support of the Huntington Harbour—an extensive list of relevant projects completed by M&N are located on pages 5-7.**



**Through previously held on-call contracts, our proposed team members have completed multiple studies and tasks regarding bluff erosion at the Huntington Beach Bluffs.**

## Unique Qualities and the Overall Benefits to the City

M&N has completed and has on-going work with the City under a current Ocean Engineering contract, allowing us to continue providing the same demonstrated level of work the City has come to expect from M&N. We offer the City a team that has recently completed or ongoing work through two similar service contracts for the City. M&N holds existing contracts with neighboring cities and agencies, as well as key stakeholders, including Orange County Public Works (OCPW), the Orange County Sanitation District, OC Parks, California Department of Parks and Recreation, the Navy, and the cities of Seal Beach and Newport Beach. These working relationships are an important benefit, as our team will take into consideration complementing and similar projects, as well as on-going projects within the City's limits and the impacts and lessons learned that can be applied to projects out of this Ocean Engineering contract. Project Manager, Chris Webb, is a familiar face with City staff and understands the City's goals, values, and objectives for this coast. He leads a team that requires no learning curve and will offer the City a unique level of project/contract continuity. He lives and surfs in Huntington Beach, so the coast is of paramount importance to him.

## Relevant Experience & References

M&N has a demonstrated understanding of the City's needs through our successful work history with the City. We have provided 12 of the most recent and relevant contracts and projects on the following pages. These projects and contracts are a testament to the M&N team's quality and commitment to the work municipalities and agencies have come to expect. Below are references that can speak to our demonstrated capabilities, well established working relationships, and successfully completed projects.



### UNIQUE BENEFITS:

- Continuity in project work
- Consistency in approach
- Contracting flexibility
- Extensive "Local" knowledge and history supporting City infrastructure

## References



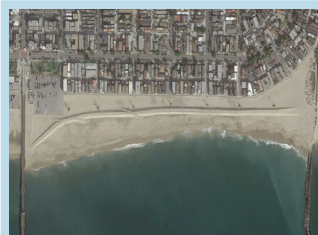
### On-Call Ocean Engineering City of Huntington Beach

Tom Herbel, City Engineer  
714-375-5077  
tom.herbel@surfcity-hb.org



### Parks & Public Works – On-Call Contracts County of Orange

Susan Brodeur, Senior Coastal Engineer  
949-585-6448  
susan.brodeur@ocparks.com



### On-Call Ocean Engineering City of Seal Beach

David Spitz, Associate Engineer  
562-431-2527 ext. 1331  
dspitz@sealbeachca.gov



### Marine Engineering On-Call City of Newport Beach

Chris Miller, Public Works Manager  
949-644-3043  
cmiller@newportbeachca.gov



## Relevant Projects/Contracts

### ON-CALL OCEAN ENGINEERING, CITY OF HUNTINGTON BEACH

**Personnel Involved:** Chris Webb, Kim Garvey, Rob Sloop, Jake Thickman

M&N continued conceptual planning work for the Huntington Beach Bluffs by identifying potential permit jurisdictions for recommended shoreline and bluff protection work, developing an outline for a long-term hazard management plan which will be required from the agencies, and worked to strategize on how to conduct pre-application meeting with the California Coastal Commission (CCC). The meeting has yet to occur under City direction due to Covid restrictions and considering City priorities, but M&N is working to provide the City with a strategy on this important first step with the CCC. M&N also continued to assist the City with recommendations on installing the annual winter sand dike project at Sunset Beach.



### SEA LEVEL RISE ANALYSIS/GENERAL PLAN UPDATE, CITY OF HUNTINGTON BEACH

**Personnel Involved:** Chris Webb, Weixia Jin, Jake Thickman

M&N analyzed vulnerability of coastal and inland waterway areas to predicted higher ocean waters as part of the City of Huntington Beach (City) General Plan. Risks were quantified and qualified, mapped, and presented in reports to provide planning-level information. The City approved the General Plan Update and EIR in September 2017.

### TPAD DIGESTER FACILITY AT PLANT NO. 2, PERIMETER SCREENING WALL, ORANGE COUNTY SANITATION DISTRICT

**Personnel Involved:** Weixia Jin, Omar Jaradat, Xiuying Xing, Shelly Anghera, Kim Garvey

M&N was retained for designing an over 1500 ft new perimeter screening wall (along Talbert Marsh toward Brookhurst Street, and continuous along Brookhurst Street and ending at Bushard Street Flood Gate) and a new Bushard Street Gate. Both the new wall and gate are climate resilient mitigation measures for protecting the plant from a 100-year flood, adjusted for potential SLR in year 2075. Tasks include simulating tsunami wave propagation from the ocean to the plant for multiple sea level conditions following ASCE 7-16 guidelines, calculating tsunami wave forces on the proposed new wall and gate, as well as engineering design, specification preparation and cost estimate of the wall and gate structures. The modeling is almost complete, and the design is currently underway.

### HUNTINGTON WETLANDS, HUNTINGTON BEACH WETLANDS CONSERVANCY

**Personnel Involved:** Chris Webb, Kim Garvey, Weixia Jin, Craig Frampton, Rob Sloop

M&N completed the wetland restoration feasibility study that addressed issues of tidal circulation, water quality, sedimentation, habitat, and public access; assisted the client in securing funding for the remaining stages of the project; completed preliminary and final engineering; secured all permits; and provided engineering support for construction. The Huntington Beach Wetlands Conservancy (HBWC) restored 140 acres the entire 190 acres of wetland area by reconfiguring the site as needed to provide for tidal connections and improved tidal conveyance to the site from the sea, with plans to restore 50 more acres at some point in the future. M&N is presently working for the HBWC at Upper Magnolia Marsh, Newland Marsh, and Talbert Marsh for additional restoration.



## Relevant Projects/Contracts

### PERMITTING AND ENGINEERING ON-CALL CONTRACTS, COUNTY OF ORANGE - PARKS & PUBLIC WORKS

**Personnel Involved:** Chris Webb, Weixia Jin, Kim Garvey, Mike Breitenstein, Omar Jaradat, Alan Alcorn, Jake Thickman

M&N has long been a partner and extension of the County of Orange Public Works and OC Parks staff, providing services under on-call contracts for projects within and surrounding their waterways. Currently, M&N is providing services to the County under three on-call contracts. The firm provided engineering services for more than 10 coastal and marine related projects including dredging and SLR assessments.



### ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES -COASTAL ENGINEERING FOR BOTH NORTHERN AND SOUTHERN SERVICE CENTERS, CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

**Personnel Involved:** Chris Webb, Kim Garvey, Weixia Jin, Jake Thickman, Xiuying Xing

**Description:** M&N has held the current on-call services since 2015 and has provided more than a dozen tasks, totaling \$1.4 million. Services include state parks renovations and maintenance services; SLR studies; state beach staircase repairs; repair studies and assessment for piers at Malibu and Gaviota; shore protection at Seacliff and Hearst San Simeon; multiple boat launch facility design and studies; dock assessment; and permit support services were also provided.

### MCON P-224, AMMUNITIONS PIER AND TURNING BASIN, NAVAL WEAPONS STATION - NAVAL FACILITIES ENGINEERING COMMAND

**Personnel Involved:** Weixia Jin, Kim Garvey, Alan Alcorn, Xiuying Xing

M&N was awarded this design-bid-build contract as the prime A/E for design of new construction and renovation of a new pile-supported concrete pier, waterfront facility buildings, dredging for pier and turning basin, small boat channel, breakwater, causeway, support facilities utilities and demolition. M&N was responsible for design of appropriate navigation areas for ships accessing the new pier. The maneuvers required for accessing the pier are relatively complex, requiring passage between two jetties that were installed with consideration for much smaller vessels than are currently in use and navigating past an additional breakwater.



### MARINE ENGINEERING ON-CALL, CITY OF NEWPORT BEACH

**Personnel Involved:** Kim Garvey, Weixia Jin, Rob Sloop, Omar Jaradat, Alan Alcorn, Shelly Anghera

M&N has held concurrent on-call contracts with the City of Newport Beach for marine engineering services since 2014. The firm is currently providing full-service marine engineering services for multiple projects and our primary role on this contract has been to support the City in maintaining public piers, bulkhead wall improvements, public vessel pump-out stations, dock and pier construction, dredging, moorings, and maintaining/improving water quality. Through our current contract, M&N has provided marine engineering services for the City on more than 22 tasks totaling \$900,000.



## Relevant Projects/Contracts

### VARIOUS RELEVANT PROJECTS, CITY OF SEAL BEACH

**Personnel Involved:** Chris Webb, Weixia Jin, Mike Breitenstein, Omar Jaradat, Jake Thickman

M&N has held multiple recent relevant contracts with the City of Seal Beach to support the maintenance of its coastal infrastructure, sand backpassing and dike erection, and plan for the effects of climate change. M&N has a long support design work at the storied Seal Beach Pier, through multiple disasters including storm surge damage and fire damage. Recently, the firm supported the completion of a sea level rise vulnerability assessment for the City of Seal Beach—a key component to their Local Coastal Program Update.



### ON-CALL MARINE ENGINEERING SERVICES, CITY OF LONG BEACH

**Personnel Involved:** Chris Webb, Weixia Jin, Kim Garvey, Shelly Anghera, Omar Jaradat, Mike Breitenstein, Alan Alcorn, Jake Thickman

M&N has held the City of Long Beach on-call engineering contract for more than 10 years and has been the primary firm for marine engineering services to the City and the Port of Long Beach. For the City on-call engineering contract, M&N has provided services on 33 tasks valued at over \$4,000,000 in the last 4 years. These tasks have included coastal structural evaluations, SLR assessments, water quality modeling and enhancement programs, and marina design.



### ON-CALL COASTAL ENGINEERING SERVICES, CITY OF DANA POINT

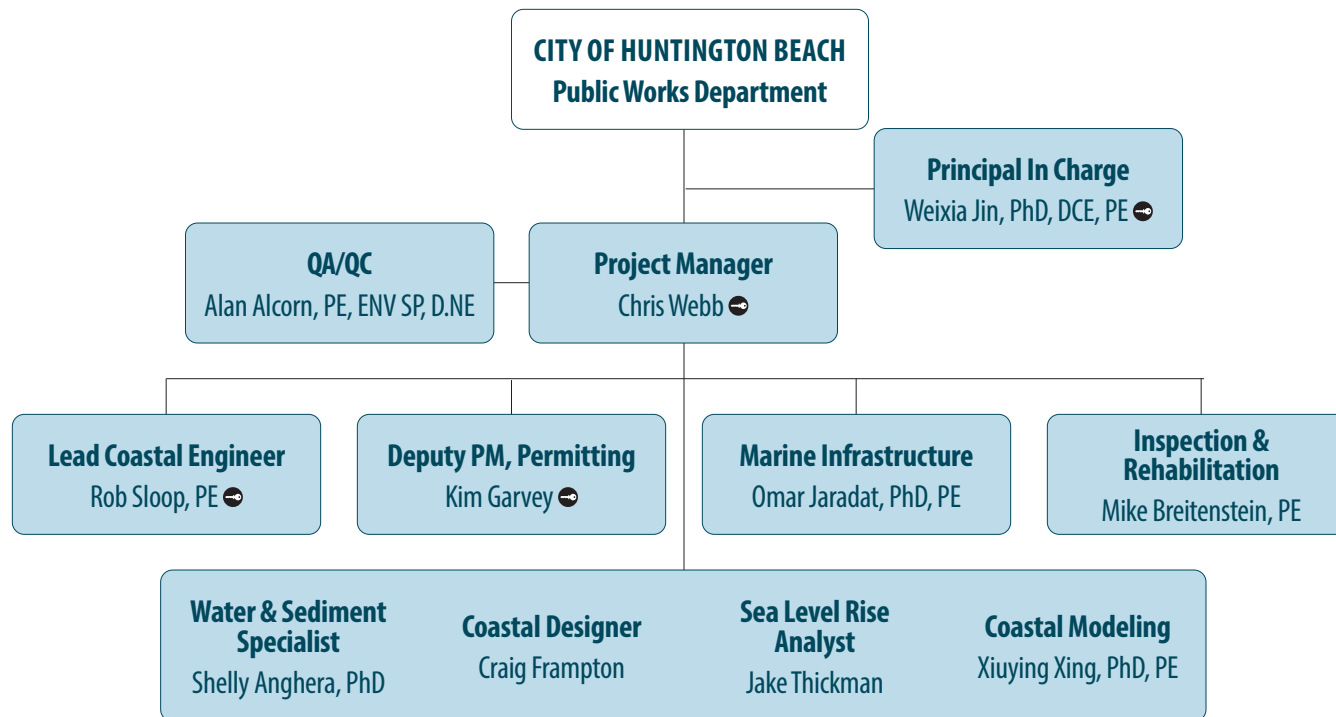
**Personnel Involved:** Weixia Jin, Jake Thickman

M&N has held the current City of Dana Point on-call Coastal Engineering Services contract since 2016. Services include performing a technical review evaluating discrepancies in Base Flood Elevations (BFEs) mapped for beach transects along the City shoreline, review of Preliminary Flood Insurance Rate Maps (PFIRMs) released by FEMA, and reviewing wave uprush studies for new development in the coastal zone.



## STAFFING

Our proposed team and organizational structure were developed with contract continuity and successful project delivery in mind. To provide maximum responsiveness, we assigned Chris Webb as the project manager and primary point of contact with the City. Chris will be supported by a solid team selected based on professional qualifications, forecasted availability, and proven success in providing professional services on City projects and similar local projects. Our team is tailor-made to provide these on-call services—they have extensive experience working together. Our organizational chart shown below.



### Experienced & Vested Project Manager

Project Manager, Chris Webb, will be the City's single point of contact, providing open lines of communication with the City to quickly respond to task order requests. He lives, plays, surfs, and works in Huntington Beach and has a vested interest in the maintenance and preservation of the City's coastal and ocean environments. Chris looks forward to leading this team in providing the highest level of responsiveness and service.



## Key Personnel

M&N will provide the City with the benefit of team members who already understand the City's coastal environment and infrastructure. The proposed team below is comprised of engineers, scientists, coastal planners that understand the current and ongoing coastal challenges the City faces and the City's goals to overcome those challenges through practical and resilient solutions. They combine their current and previous City experience with practical and resilient solutions to the complex coastal challenges experienced in Southern California. As a result, our team has the experience, expertise, capacity, and in-depth City experience to respond to task order requests quickly and effectively. Brief bios of our streamlined team can be found below. Resumes for key staff are provided in the Appendix.



### An Established Team

Our proposed team members all have worked on or are currently working on projects within the City limits, including projects for important stakeholders. This team has extensive experience working together on similar on-call contracts for coastal clients in Orange and Los Angeles counties.

## Team Member Qualifications

### CHRIS WEBB | PROJECT MANAGER | YEARS EXP: 28

Chris Webb is an experienced project manager and supervisory coastal scientist with 28 years of experience in coastal planning and geomorphology, including projects involving SLR assessments, shoreline planning, coastal impact studies, beach nourishment, wetland restoration, riverine restoration, water quality assessments, and field data measurement. He presently advises the City on construction of the Sunset Beach winter sand dike and was a contributor to the Huntington Bluffs Feasibility Study. Chris performs concept and environmental planning services, prepares sampling and analysis plans, assists with designs, secures permits, performs presentations to clients and the public, and serves as a supervisory-level principal. Chris specializes in coastal erosion/sediment transport, assessment of coastal erosion problems, environmental restoration (wetlands and rivers), water resources/planning, SLR assessments, and environmental permitting. As Project Manager, Chris will be the point of contact involved in active day-to-day management and project progress, and be accountable to the City, project stakeholders, and local community. He will be responsible for making sure that services and deliverables are within scope, on schedule, and within budget.

### WEIXIA (WAY-SHA) JIN, PHD, DCE, PE | PRINCIPAL-IN-CHARGE | YEARS EXP: 32

Dr. Weixia Jin brings 32 years of coastal and marine engineering experience, in which 23 years are in Southern California with M&N. She is extremely familiar with the coastal and marine environment of the Southern California, and Huntington Beach in particular. She is an expert in hydrology, hydraulics, hydrodynamics, wave, tsunami, and SLR modeling for a wide range of coastal, estuarine, and riverine engineering projects. Weixia is currently leading the SLR Vulnerability Assessment and Local Coastal Program update and bridge hydraulics and scour analyses for Davenport Drive and Gilbert Drive Bridges for the City; and tsunami, SLR, and flood mitigation floodwall modeling for the Orange County Sanitation District. She is highly capable in the role of Principal-in-Charge, having led projects to successful fruition and ensuring that our quality management principles are embodied on projects. Her involvement with multiple disciplines on multiple projects within the City allows her to integrate the lessons learned, project experience, and stakeholder coordination from those projects to any task order out of this contract.

## Team Member Qualifications

### **ROB SLOOP | LEAD COASTAL ENGINEER YEARS EXP: 31**

Rob has 31 years of experience in the coastal and oceanographic engineering that has encompassed project management, field data collection, design, permit support and construction observation. This experience includes coastal computer modeling of fluid dynamics and shoreline response. Typical projects have included marinas, boat ramps, beach nourishment, and wetland restoration. His field data collection experience includes underwater structural inspection, sediment sampling, pH/Temperature/DO analysis, and Doppler current profiling. Rob has been involved in a wide range of projects involving the inspection and repair of various marine structures, both as stand-alone projects and as part of larger repair and rehabilitation projects. He has also performed a life cycle cost analyses to identify repair and maintenance strategies that yield the lowest life cycle cost. Rob will utilize his extensive experience with marine infrastructure and coastal engineering to lead coastal engineering and design efforts.

### **KIM GARVEY | DEPUTY PROJECT MANAGER, PERMITTING YEARS EXP: 28**

Kimberly will serve in a supportive role as permit specialist. Since joining M&N, Kimberly has served as a permitting specialist on a variety of coastal/water projects. She has obtained permits on over 40 coastal/water projects (over 70 individual permits). Her experience includes determination of permit processing requirements and schedules, coordination with regulatory agencies, permit applications, permit follow-up, development of project descriptions and construction methods for environmental review (CEQA and NEPA) documents, wetlands restoration, coastal impact analyses, dredging design, sediment characterization, and compensatory mitigation plans. The projects have involved the U.S. Army Corps of Engineers, State and Regional Water Boards, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, and county and city agencies. Kimberly will support project manager Chris Webb as Deputy Project Manager and consult on all permitting and regulatory needs.

### **ALAN ALCORN, PE, ENV SP, D.NE | QA/QC | YEARS EXP: 40**

Alan has proven to be an excellent resource for M&N because of his extensive experience acquired on a variety of coastal engineering and civil works projects. This experience has focused on study, design, and construction documentation for coastal, marine infrastructure, dredging, and dredged material disposal projects. In addition, he provides experience in harbor layout/utilization, shoreline response, breakwater and revetment design, and oceanographic studies. In addition to the design aspects of these types of projects, Alan has shown an ability to deal with a diverse range of audiences from federal and local government officials to homeowner groups. Alan will utilize his extensive experience to lead all QA/QC of designs and project deliverables.

### **MIKE BREITENSTEIN, PE | INSPECTION & REHABILITATION | YEARS EXP: 45**

Mike has extensive training and experience in structural condition assessment, civil engineering, construction management, and commercial diving. His experience includes topside/underwater structural inspections & condition assessments as well as design and construction management/inspection of repairs, rehabilitations, and modernization for a wide range of infrastructure. Typical projects have included piers, wharves, bulkheads, seawalls, moorings, bridges, fender systems, floating docks, culverts, and slope protection systems. Mike holds US and international dive certifications and has inspected more than 750 structures in the US and abroad. These inspections have involved more than 1200 dives. Mike will lead all required and requested inspection and rehabilitation efforts for tasks that involve coastal infrastructure and marine structures.



## Team Member Qualifications

### **OMAR JARADAT, PHD, PE | MARINE INFRASTRUCTURE | YEARS EXP: 30**

Omar has more than 30 years of technical project experience with marine structures, including the design and analysis of structural systems such as piers and wharves, bridges, buildings, and retaining structures. These projects frequently involve the rehabilitation of marine structures in sensitive urban environments associated with an adjacent commercial port facility or city center. His understanding of the complex behavior of structures is especially useful for projects involving multipurpose structures, such as piers that support buildings, along with small craft berthing facilities. He is an industry-recognized expert in the seismic design of marine structures and has led the development and updates of design criteria. He is currently leading structure analyses and design for Davenport Drive and Gilbert Drive Bridges for the City and tsunami wall design for the Orange County Sanitation District. Omar will advise and lead tasks that involve complex marine structures.

### **SHELLY ANGHERA, PHD | WATER AND SEDIMENT SPECIALIST | YEARS EXP: 22**

Shelly is a principal scientist with more than 20 years of experience conducting field and laboratory studies related to eco-toxicology and sediment quality characterization. Shelly has broad experience within water quality testing, analysis, and interpretation of toxicity testing; implementation and compliance with Clean Water Act Policy in marine and estuarine systems; implementation strategies for dredged material management; Total Maximum Daily Load (TMDL) compliance; and California State sediment quality objectives for aquatic life and human health. Shelly will advise on any water quality or sediment analysis requirements that may arise on projects.

### **CRAIG FRAMPTON | COASTAL DESIGNER | YEARS EXP: 28**

Craig has been involved in a wide range of coastal, water resources and environmental projects for 28 years and has designed wetland restoration projects from conceptual study phase all the way through construction. Craig has also completed shoreline and riverine processes studies including storm surge and wave run up analyses. His water resources experience includes watershed planning, shoreline protection, flood mapping and inundation studies. He is highly skilled with CADD/Civil 3D/ GIS and routinely uses these tools for shoreline change studies and to determine beach nourishment quantities as part of restoration projects. Craig will provide coastal design and support coastal engineering efforts.

### **JAKE THICKMAN | GIS AND SEA LEVEL RISE ANALYST | YEARS EXP: 8**

Jake has worked across several coastal science fields to address issues related to coastal community hazard resilience, coastal ecosystem health, and water quality. Through these diverse projects Jake has developed broad expertise related to coastal hazards and ecology, technical writing, and coastal/ environmental planning and policy analysis. As a coastal scientist for M&N, Jake applies these skills to resilience challenges in coastal zones, providing support in the areas of coastal hazards analysis, hazard mitigation, and adaptation strategy development for at-risk communities. Jake will be responsible for SLR and coastal hazard analysis.

### **XIUYING XING, PHD, PE | COASTAL MODELING | YEARS EXP: 20**

Xiuying serves as a coastal engineer, modeler and risk analysis specialist. She has been involved extensively in probabilistic analysis and numerical modeling of the coastal and oceanographic environment, including hydrodynamic, wave, tsunami, coastal erosion and sediment transport modeling. In addition, her responsibilities include serving as a port engineer on projects involving ship mooring and berthing, propeller/thruster wash scour and slope protection, as well as ship navigation and maneuvering. Xiuying will support project planning and design efforts that require coastal modeling.

## UNDERSTANDING & METHODOLOGY

### Understanding

Ocean engineering projects within the City may include work ranging from winter beach sand dike construction, repair of Huntington Beach Bluffs, SLR assessments, pier inspection and maintenance, potential Harbour dredging, beach nourishment, shoreline protection, and coastal structures repair and reconstruction, plus technical support for various coastal studies and coastal zone management activities. Our understanding of these types of projects and our relevant qualifications are summarized on the following pages.

### Scope of Work

M&N routinely works to solve engineering problems and prepare engineering plans associated with preserving coastal resources such as piers, seawalls, bulkheads, harbors, wetlands, and beaches. We study the ocean to quantify conditions of waves, tides, currents, sand movement, water quality and determine their effects. This work is typically to support engineering analyses and designs, assess performance and functions of coastal resources, as well as maintenance and repair of coastal infrastructure. We also work to secure permits from regulatory agencies that oversee projects in the coastal zone such as the California Coastal Commission, U.S. Army Corps of Engineers, Regional Water Quality Control Board, State Lands Commission, and State Parks Department. Our experience at Huntington Beach is particularly strong. The following sub-topics are presented to demonstrate our capabilities.

**COASTAL STUDIES AND COASTAL ZONE MANAGEMENT.** M&N has licenses for, and routinely applies, numerous advanced numerical modeling tools, including both public and private domain modeling suites, known and accepted by resource and permitting agencies. M&N's experience with all levels of numerical modeling allows the firm to select the right tool for the job, the first time. We use these advanced tools to simulate winds, waves, tides, SLR and tsunami conditions, as well as water quality and sediment transport processes to support complex coastal and littoral zone projects. These projects could involve SLR vulnerability assessments, ocean circulation and water quality, sand transport, surfing, habitat restoration, marine structures, dredging and dredged material management, and shoreline protection and restoration including living shorelines. As coastal planning requirements evolve over time with regards to predicted climate change and SLR, our firm remains at the forefront of technical analyses and advising clients in meeting requirements. We are currently performing the SLR assessment and updating the local coastal program for the City, previously conducted ocean water quality studies, and recently analyzed City beaches for dynamics affecting Huntington Beach Bluffs.

**SHORELINE STABILIZATION AND BEACH NOURISHMENT.** M&N knows shoreline stabilization and beach nourishment from planning through entitlement, public outreach, preparing construction documents, and construction management. We have also successfully identified sand sources and funding opportunities for clients. Shoreline stabilization can take various forms, from hard structures (grey approaches) to soft features (green approaches). M&N is experienced at the full range of shoreline stabilization approaches from rock revetment and seawalls (grey) to beach nourishment and living shorelines. We design these projects for construction and develop monitoring and maintenance programs.

North Orange County's open coast benefits from beach nourishment at Surfside Colony by the Federal government. Beach nourishment provides a soft solution to coastal erosion and related storm damage, and opportunities for public recreation. Beaches are valuable economic engines at the local, state, and

federal level, and serve as the best antidote for predicted rising sea levels. Huntington Beach benefits from this project and also benefits from sand bypassing at Bolsa Chica Wetlands.

Our understanding of the City's coastal processes will benefit the City in its unique coastal problems at the Bluffs, Sunset Beach, and within the Harbour, and our experience with shoreline stabilization will be very helpful to address the Huntington Beach Bluffs erosion problem. Our approaches can also be applied to the Sunset Beach winter dike project and multiple other opportunities within the City, such as Harbour beaches.

**DREDGING.** M&N has completed dredging for projects totaling more than half a billion cubic yards and ranging from incidental quantities as small as 5,000 cubic yards up to port backland creation involving 26 million cubic yards (the largest land creation project in the United States to date). Many of our dredging projects include preparing dredging design plans, permitting, long term management strategies, and/or construction documents. Many also involved high-end numerical hydrodynamic and sediment fate modeling. Any Harbour area dredging can be designed and managed effectively owing to our extensive experience. We designed the dredging needed to install a new city waterline submerged/buried under the harbor's main channel during the Huntington Harbour Maintenance Dredging project.

**COASTAL STRUCTURES.** M&N serves waterfront clients worldwide and routinely provides designs for new structures and/or rehabilitation/repair of existing structures in all types of waterfront environments. We designed Huntington Beach Pier for construction. The firm provides a full range of services essential for the toughest engineering challenges in the marine environment. Our projects range from repair, rehabilitation, and/or new construction of piers, wharves, sheetpile bulkhead walls, and bridges. Our in-house underwater inspection and rehabilitation service informs this work.

M&N's experience with shoreline protection structures includes rock (and other armor type) revetments, vertical seawalls, sand dikes, groins and offshore breakwaters. M&N has been responsible for design, implementation, and rehabilitation of more than 500 miles of shore protection structures along the Pacific, Atlantic, Gulf Coasts, and the Caribbean Sea. Our coastal engineering assessment is generally completed in terms of the beach's long-term and seasonal dynamic response, and for a range of wave and water level scenarios. We designed the rock slope protection present within the Bolsa Chica Wetlands along the perimeter levees and the award winning living shoreline at Cardiff state beach.

**HARBOR FACILITY DESIGN, REPAIR AND RECONSTRUCTION.** M&N has a long and successful history of small craft harbor design, including the design of Huntington Harbour in the 1960s. M&N has recent experience with marina redevelopment, rehabilitating floating slip marinas, marina launch ramps, and marina ancillary facilities. In each, we have provided full range of services from planning through design, permitting, preparation of bid packages, contractor selection assistance, construction support services, and construction management.

## EFFORTS TO ACHIEVE CLIENT SATISFACTION

### PROJECT MANAGEMENT ORGANIZATION

The M&N team will have clearly defined roles under the leadership of the project manager and Huntington Beach resident Chris Webb. He will organize, assess, direct, integrate, coordinate, and control the work. A Project Management Plan will be developed to keep the project on schedule and within budget. M&N's project successes are based on flexibility and close coordination with clients during all phases of a project. This coordination is facilitated by supplementing the formal meeting process with action item lists, informal office visits, Newforma project management software, day-to-day communication options available such as email, shared files (FTP site), WebEx, Zoom and/or Teams video conferencing for a proactive approach to problem identification and resolution.

Ultimately, successful coordination between the City's staff and our staff will largely determine the project's success. M&N has management tools in place to facilitate this coordination. One important tool is our Project Management Plan (PMP). The PMP is a flexible document that consists of a list of common-sense items that supplements the contractual scope of work. The PMP assists the project manager to identify, define, and prioritize the directive's essential elements and describe the process for completing the directive.

### **SCHEDULE, QUALITY, AND COST CONTROL**

**Schedule Control.** Upon notice-to-proceed on specific task orders, Chris will develop a comprehensive project schedule, using Primavera or Microsoft Project, which will be submitted for the City's approval. The project schedule will illustrate:

- the tasks required to complete the work
- task durations and impact on other tasks
- critical paths and interactions
- necessary input and feedback by others
- deliverables
- key milestone dates

Project schedules are developed in accordance with the work breakdown structure and are resource loaded for both hours and rates. Project schedules are maintained through our integrated project management software Newforma. The primary components will ascertain the validity of each time estimate, determine the amount of "float" time available throughout the various elements of the project, and concentrate on elements critical or near-critical to expeditious project completion.

**Cost Control.** The cost segment of our PMP enables us to define responsibility, schedule, and direct labor budgets for each task. This information will be continually updated to reflect the current status of each task order. We will use this system to develop and review the task order financial forecasts, and to review these forecasts against actual expenditures in order to develop Cost Reports. These Cost Reports will provide detailed analyses and a summary of costs to date. Along with regular team meetings, the Cost Reports will assist in keeping the task order work on schedule and within the design budget. Any construction budgets will also be closely monitored. Estimates of probable construction costs will be prepared and updated as the design progresses. If the project scope and complexity warrants, a risk-based cost estimate can be prepared and updated on a regular basis.

### **Quality Assurance/Quality Control**

The nature of on-call type assignments, which can be driven by compressed or accelerated schedules, requires that "getting it right the first time" is more essential than ever. To this end, our work on numerous similar assignments has enabled us to develop a Quality process that meets strict international guidelines. M&N is certified as an ISO 9000 firm and we follow and meet all ISO protocol. We have a well-documented, formal in-house QA/QC program and it is M&N's policy to strive for excellence in the quality of all work performed. The basic components of our QA/QC program include:

- A Quality Manager is identified who will develop a quality plan commensurate with the needs and budget of the directive and verify that the plan is implemented.
- The Quality Plan for each directive defines the deliverables and work products to be reviewed, who will review, and when.
- Each deliverable is carefully reviewed internally for quality and consistency with industry standards and are documented and tracked with a formal procedure.

- Senior Reviewers will not have an active role in the project design and will have a level of experience that exceeds that of the work being reviewed. The M&N team provides you with the ability to compile a review team for this contract that has a significant number of years of experience.
- Quality Plans are included in the overall PMP.
- The Quality Manager audits the project and the project manager, and then compiles the records of the review process. Independent audits are also performed periodically by ISO 9000 staff and consultants.

We are very aware of the areas in a project's design and construction where things can "go wrong." One critical area of concern is utilities. Knowing what utilities exist on-site and where they are located is critical to constructing a project that will meet schedule and budget goals. The QA team will ensure the design team has done their due diligence to utilities including obtaining the latest as-built documents from the utility owner and potholing their locations if they are located in critical construction areas.

M&N is proud of its record of performance. We provide our clients with thoroughly integrated projects completed under well documented quality control standards. Our client satisfaction is illustrated by the fact that more than 90% of our work is done for repeat clients and we have been in business for more than 75 years.

## **PROJECT TRACKING AND PERFORMANCE MONITORING PROCEDURES**

The project management information system Newforma allows us to track the progress of the design effort relative to the hours expended and the progress made. The system generates a Summary Report for each task order. For monitoring purposes, the Summary Report shows all activity that is scheduled to be accomplished on a month-to-month basis. In addition, for each task order the project manager and task leader will maintain a matrix for outstanding issues and project risks. This matrix will be shared with the project team and monitored on a regular basis. This matrix lists:

- The risk or issue with a brief explanation
- Identifies which team members are responsible for its resolution
- Provides a required date for resolution to avoid schedule impacts
- Provides an estimate of potential cost impacts

## **PROJECT PROGRESS REPORTING PROCEDURES**

M&N's approach to project tracking and performance monitoring integrates the management of labor, cash flow, and schedules into one platform. This approach yields a global picture of related project elements, allowing the efficient retrieval of cost, time, and labor information at both the overall project, task order, and task order subtask level, while enabling the production of integrated project progress reporting. Further, it assists in forecasting near- term and long-term progress with respect to milestones, and fuels communications among the team.

This approach highlights the significance of competing issues, and offers a meaningful, realistic comparison of the relative importance of the task order needs by weighing the impacts against the overall directive goals. Reports will also be adapted to the City's needs. We are aware that reports must be prepared and disseminated to all levels in your organization. Working with the City's project manager, reports will be customized to the needs of those who require regular reporting on the project status. To help ensure effective and timely communications and decisions, and to allow the City to track all aspects of a task order, we will establish a file share site for this project to provide the City staff with the ability to monitor progress and access the design documents.



# KEY PERSONNEL RESUMES



## CHRIS WEBB

Project Manager



Chris is an experienced project manager and coastal scientist specializing in coastal planning and geomorphology, including projects involving shoreline planning, coastal impact studies, beach nourishment, wetland restoration, riverine restoration, water quality assessments, and field data measurement. He performs concept planning services, assists with designs, secures permits, performs presentations to clients and the public, and serves as a supervisory-level project manager. Example studies include beach nourishment, sand retention; coastal erosion/sediment transport; environmental restoration (wetlands and rivers); water resources/planning; and estuarine/ riverine hydrodynamics.

### REPRESENTATIVE PROJECT EXPERIENCE

**Ocean Engineering On-Call, City of Huntington Beach, California.** Has served as coastal scientist on task orders to provide coastal engineering and analysis. He presently advises the City on construction of the Sunset Beach winter sand dike and was a contributor to the Huntington Bluffs Feasibility Study.

**Sea Level Rise Vulnerability Assessment, Huntington Beach, California.** As coastal scientist, assisted with sea level rise assessment, adaptation strategy development, and quality control and quality assurance for the sea level rise vulnerability assessment. Guided analyses based on local experience, and reviewed and modified deliverables as needed to maximize quality and accuracy of data. Assisted with developing adaptation strategies. Participated in task force meetings associated with specific topic areas addressed in the General Plan update.

**Sunset Beach Winter Sand Dike Assessment, Huntington Beach, California.** Analyzed the need for a protective winter sand dike along Sunset Beach for the City, and provided concept design. The beach was assessed for its vulnerability to wave overtopping, and the existing practice of installing the dike was re-evaluated for its effectiveness. The dike was confirmed to be necessary, and the concept was revised to be lower and farther landward than recent installations to continue providing protection, while improving public access and views.

### EDUCATION

MA, Geography, San Diego State University, Sea Grant Trainee

BA, Physical Geography, San Diego State University

### AFFILIATIONS

Board of Directors, California Shore & Beach Preservation Association



**Talbert Marsh Living Shoreline, Huntington Beach, California.** Project Manager of the living shoreline project within the wetland that addresses two eroding habitat areas. The approach is to use nature-based solutions to protect the shoreline. The materials to be used include cobble, oysters, coir logs, and vegetation. The project consists of developing the concept design, securing permits, preparing final engineering design, and providing support during construction.

**Huntington Beach Wetlands Restoration, Huntington Beach, California.** Project manager for preparation of the plans to restore the 191-acre Huntington Beach Wetlands. The wetlands were former full tidal salt marsh areas that had been isolated by diking. The regulatory agencies selected a preferred full tidal alternative from several options. M&N conceptually designed the alternative and each option, and provided cost estimates, monitoring requirements, and a course of future actions to take to implement the project. M&N subsequently assisted the client to secure grant funds for implementation, and completed the final design for construction which was completed in 2010.

**Bolsa Chica Wetlands Restoration, Orange County, California.** Permitting Lead for the effort to restore 880 acres of former wetland. The project restored approximately 1,000 acres of wetland and constructed a new tidal inlet through Bolsa Chica State Beach. Considerations included maintaining a muted tidal regime in wetland areas surrounding a full tidal basin through hydraulic controls, and designing a stable inlet without significant interruption to long- shore sediment transport. Co-managed the hydraulic, water quality, sedimentation, and shoreline impact studies. The project was built successfully in 2006. Moffatt & Nichol monitored the beach near the inlet for erosion and reviewed tidal elevation data in the wetland for habitat.

**Newport Beach Sand Study, Newport Beach, California.** Managed the effort to study Newport Beach to identify the causes of erosion along the city's beach and sought solutions to the problem. Study relied on existing data to assess sediment transport patterns and rates, and to relate the sediment budget with sand losses along West Newport. Solutions include sand backpassing from a wide down-coast near the Santa Ana River mouth, and periodic nourishment from outside the littoral cell.

**Seal Beach Replenishment, Seal Beach, California.** Project manager for the replenishment of approximately 75,000 cubic yards of sand from the high desert in 1998, which was shipped by train to Seal Beach, and subsequent nourishment with 75,000 cy of sand from the ocean off of Surfside Colony in 2009. These projects raised and widened a narrow beach to protect homes and public property. The project successfully protected the City through the El Nino winters of 1997-98 and 2016.

**San Clemente Opportunistic Beach Fill Program, San Clemente, California.** Project manager overseeing program that proposes general permits for placing a maximum total of 300,000 cubic yards of sand on three of the city's beaches per year. The sand must meet certain criteria for grain size, chemistry and color. Placement must occur in a fashion that mimics nature to the greatest degree. Sand will be transported to the beach by train and truck. The first project occurred in summer of 2005 with 5,000 cubic yards (cy) of river sand and the second project was in 2016 with 12,000 cy of sand.



## WEIXIA JIN

Principal-in-Charge



Dr. Jin has more than 30 years of experience in coastal, estuary, marina, and riverine engineering projects. She is extremely familiar with the coastal and marine environment of the Southern California and is a modeling expert in hydrodynamics, wave, tsunami, sea level rise, sediment transport and water quality modeling for a wide range of coastal, estuarine, and riverine engineering projects. Her experience includes marina planning and circulation studies, coastal watershed hydrology and contamination studies; wetland and stream restoration studies; estuarine/riverine hydrodynamic, sedimentation and water quality modeling; ebb bar and flood shoal prediction and management studies; coastal and riverine flood control, protection and damage analysis; wave and tsunami wave propagation modeling; Permit support for estuary projects and FEMA coastal flood mapping studies.

### REPRESENTATIVE PROJECT EXPERIENCE

**Huntington Beach General Plan Update, Huntington Beach, California.** Project Engineer provided technical direction and guidance on numerical modeling of the riverine flooding, tidal hydrodynamic and sea level rises. The modeling results were used to map flood hazard zones and develop a geo-referenced inventory of affected infrastructure.

**TPAD Digester Facility at Plant No 2, Perimeter Screening Wall, OCSD, California.** Assistant project manager and lead coastal engineer for designing climate resilient mitigation measures of a new perimeter screening wall and a new Bushard Street gate for protecting the plant from a 100-year flood, SLR and Tsunami impacts.

**Huntington Beach Seawater Desalination Project – Tsunami Modeling, Huntington Beach, California.** Project Manager for performing site-specific tsunami hazard modeling in accordance with the methodology described in the 2019 California Building Code and ASCE 7-16. The primary objective is to quantify the depth and velocities at the project site and adjacent areas during the Maximum Considered Tsunami (MCT), under existing and proposed conditions for several different sea level rise scenarios. Provided the technical guidance and quality control review of the modeling and report.

### EDUCATION

PhD, Hydraulics & Water Resources,  
University of Pittsburgh

MS, Coastal and Ocean Engineering,  
Hohai University, China,

BS, Harbor and Navigation Engineering,  
Hohai University, China

### REGISTRATION

Professional Engineer: CA, Civil, #C59026

### CERTIFICATIONS

Diplomate, Coastal Engineering (DCE),  
Academy of Coastal, Ocean, Port and  
Navigation Engineers (ACOPNE)

### AFFILIATIONS

American Society of Civil Engineers  
(ASCE)

International Association of Hydraulic  
Research (IAHR)

Floodplain Mapping Association (FMA)

**Huntington Beach Urban Runoff Investigation - Oceanographic Studies, Huntington Beach, California.** Coastal Engineer. quantified ocean circulation and water quality conditions along the coast in the vicinity of Huntington City and State Beaches. Task manager performed the nearshore wave transformation modeling with MIKE21-NSW (Nearshore Spectrum Wave) model. The model simulated wave radiation stresses which drive the MIKE21-HD (Hydrodynamic) model to predict the wave and wind induced longshore currents. Those currents are the primary driving forces of the contaminant along the beach. The model predicted long-shore currents matched very well with the dye test results.

**MCON P-224 Ammunition Piers and Turning Basin, Naval Weapons Station, Seal Beach, California.** Senior Modeling Lead. The project includes new construction and renovation to design a new pile supported concrete pier, ordnance operations waterfront facility buildings, dredging for pier and turning basin, small boat channel, breakwater, causeway, supporting facilities utilities and demolition. Dr. Jin led the coastal analyses including numerical modeling of hydrodynamics, waves, water quality circulation, as well as sea level rise and potential tsunami impacts. She also supported shore protection design, shoreline stability for the shallow water habitat construction, and permit applications.

**Final Design for Bolsa Chica Lowlands Restoration, Huntington Beach, California.** Dr. Jin conducted the tidal flood hydrodynamic modeling with the RMA2 model for wetland habitat, a 350-ft wide tidal inlet, and bridge designs; developed flood shoal management plan; performed bridge scour analysis with HEC-18 methods; prepared a bridge hydraulic report reviewed by the Caltrans; designed tidal inlet, jetties, water level control structures for connections between the Full Tidal Basin and Muted Tidal Basin, and the pre-filled ebb bar. Dr. Jin also performed studies and calculations of wave setup in the jettied inlet, sea level rise at project site, wave attenuation in the jettied entrance, wave runup and overtopping over the levees, riprap and revetment protections.

**Huntington Beach Wetlands Conceptual Restoration Plan, Huntington Beach, California.** Assistant Project Manager performed 1D and 2D tidal and flood hydrodynamic and circulation modeling of the existing hydraulic system and proposed wetland restoration alternatives. The project goals were to preserve, enhance, and restore fish and wildlife habitat of a tidally-influenced ecosystem, while providing for ancillary water quality improvements, resilience with rising sea level, and public interpretive opportunities.

**Irvine Cove Coastal Engineering Service, Laguna Beach, California.** The project identified a short-term strategy to deal with the immediate threat of beach erosion and related damage to the infrastructure and a longer-term program to manage the shoreline. Dr. Jin reviewed existing hydrology calculations, performed drainage capacity calculation of the existing stormdrain system, and provided remedial concepts to control beach erosion.

**Colorado Lagoon Improvement Project Phase I Permits, Long Beach, California.** Project Engineer performed WSPG hydraulic analyses for proposed low flow storm drain system, which included trash trap devices designed by Fresh Creek Technologies Inc. This is the first project that the LACDPW permitted this type of trap device on LACDPW storm drains.

## ROB SLOOP, PE

Lead Coastal Engineer



Rob Sloop has more than 28 years of experience in the coastal and oceanographic engineering that has encompassed project management, field data collection, design, permit support and construction observation. This experience includes coastal computer modeling of fluid dynamics and shoreline response. Typical projects have included marinas, boat ramps, beach nourishment, and wetland restoration. His field data collection experience includes underwater structural inspection, sediment sampling, pH/Temperature/DO analysis, and Doppler current profiling. Rob brings expert-level knowledge in coastal, environmental, ecosystems, and waterfront design. His present focus is on applying these skills to increase the resiliency of waterfront projects with creative and practical solutions using the best of today's science, while considering future variability and the time value of investment dollars. He is presently leading efforts for three of the largest Urban Waterfront revivals in the U.S., all of which are pursuing grants on the local, state, and federal levels.

### EDUCATION

ME, Coastal and Oceanographic Engineering, University of Florida

BS, Mechanical Engineering, University of South Florida, Highest Honors, Tau Beta Pi

Minor Degrees in Philosophy, Environmental Engineering, and Marine Biology

### REGISTRATION

Professional Engineer:  
California, Civil, #C72878

### REPRESENTATIVE PROJECT EXPERIENCE

**Ocean Engineering On-Call, City of Huntington Beach, California.** Principal-in-charge for the conceptual planning work for the Huntington Beach Bluffs. The firm supported the City by identifying potential permit jurisdictions for recommended shoreline and bluff protection work and worked to strategize on how to conduct pre-application meeting for a coastal development permit with the CCC.

**Bolsa Chica Shoreline Evolution Modeling, Huntington Beach, California.** Project engineer for the computer modeling (GENESIS, RCPWAVE) of shoreline evolution and down-drift effects of creating a new ocean inlet at Bolsa Chica State Park. Models included effects of flood/ebb shoal evolution, downdrift armoring and variable inlet hydraulic parameters.

**Bolsa Chica Maintenance Dredging and Shoreline Monitoring, Bolsa Chica, California.** Project manager for the shoreline and tidal monitoring program for the Bolsa Chica State Park subsequent to the opening of the full tidal basin. The results of the monitoring were used to develop dredging triggers for the maintenance dredging of the flood shoal. The program led to the design of the maintenance-dredging project, which includes the preparation of plans and specifications along with permitting support.

## ROB SLOOP, PE

### CONTINUED

**Huntington Beach Wetlands Restoration, Huntington Beach, California.** Project engineer for the restoration of nearly 150 acres of marshland in Huntington Beach, California. Responsibilities included grading plan design, dredging and disposal planning, sediment budget analysis, permit support and subcontractor coordination and scheduling.

**San Clemente Seawall Preliminary Design and Coast Analysis, San Clemente, California.** Project manager for an analysis of potential seawall erosion controls options for the City of San Clemente. The cost effort was in support of a larger-scale US Army Corps of Engineers feasibility study for nourishing the San Clemente beaches.

**Palos Verdes Drive West Preliminary Coastal Engineering Assessment, Palos Verdes Estates, California.** Project engineer for a study of the erosion of the Palos Verdes Estates Bluff. Study identified several sources of erosion and bluff instability and identified potential geotechnical and coastal engineering solutions to the problem.

**Dana Point Harbor Boat Traffic Assessment, Dana Point, California.** Project engineer for the boat traffic analysis of several re-design options for the Dana Point Harbor. Assisted in the development of an innovative boat traffic modeling and simulation system based on road traffic principles. The results of the analysis were utilized as a part of the permitting process to allow the marina to expand to accommodate larger boats.

**Cabrillo Way Marina, Los Angeles, California.** Project engineer for the design for the reconstruction of the 700-slip Cabrillo Way Marina. Specific duties included development of the basis of design, dredging design, seawall/revetment design, and coordination of the marina layout and utility requirements.

**California Department of Boating and Waterways Dredge Feasibility Study, California.** Project manager for the analysis of whether the State of California should purchase and operate its own dredge for beach nourishment projects. The project involved identifying and beach nourishment needs, evaluating the potential benefits of increasing beach width, and matching different dredges and dredging technology to the proposed projects.

**Port Hueneme Shoreline Protection, Port Hueneme, California.** Project engineer for the renovation of an existing revetment system at Port Hueneme. The renovation included the evaluation of the existing system, identification of useable vs. non-usable stone, and development of construction scenarios based on large variations in fronting beach width and elevation.

## KIMBERLY GARVEY

Deputy PM, Permitting



Since joining Moffatt & Nichol in 2003, Kimberly has served as a permitting specialist on a variety of coastal/water projects. She has obtained permits on over 40 coastal/water projects (over 70 individual permits). Her experience includes determination of permit processing requirements and schedules, coordination with regulatory agencies, permit applications, permit follow-up, development of project descriptions and construction methods for environmental review (CEQA and NEPA) documents, wetlands restoration, coastal impact analyses, dredging design, sediment characterization, and compensatory mitigation plans. The projects have involved the U.S. Army Corps of Engineers, State and Regional Water Boards, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, NOAA National Marine Fisheries, U.S. EPA, U.S. Coast Guard, and County and City agencies.

### REPRESENTATIVE PROJECT EXPERIENCE

**Ocean Engineering On-Call, City of Huntington Beach, California.** Supported the conceptual planning work for the Huntington Beach Bluffs by identifying potential permit jurisdictions for recommended shoreline and bluff protection work and worked to strategize on how to conduct pre-application meeting for a coastal development permit with the CCC.

**Huntington Harbour Waterline Installation, Huntington Beach, California.** Project manager who led the development of engineering plans, permits acquisition, CEQA, sediment characterization, marine biology work, and construction support. Project included installation of an underchannel waterline.

**Sunset/Huntington Harbour Maintenance Dredging Project, Huntington Beach and Seal Beach, California.** Project manager who led the preparation of engineering plans and bid documents, permits acquisition, CEQA, sediment characterization, bulkhead assessment, marine biology work, and construction support. Project included maintenance dredging of the harbor, offshore disposal, beneficial reuse of material, i.e. placement of material on adjacent Wildlife Refuge for marsh restoration and on adjacent shoreline for beach nourishment, and eelgrass impacts mitigation.

### EDUCATION

MS, Aeronautical and Astronautical Engineering, Purdue University, Indiana  
BS, Mechanical Engineering, University of California, Santa Barbara,  
Certificate, Coastal Engineering, Old Dominion University, Virginia

### AFFILIATIONS

President, California Chapter of American Shore and Beach Preservation Association



## KIMBERLY GARVEY

### CONTINUED

**Huntington Beach Wetlands Restoration, Huntington Beach, California.** Led the regulatory permitting process. Permitting agencies included U.S. Army Corps of Engineers, California State Lands Commission, Regional Water Quality Control Board, California Coastal Commission, California State Parks, California Department of Fish & Game, Orange County, and City of Huntington Beach. The project objectives were to restore marsh habitat by re-introducing tidal influence and to provide public access.

**Upper Magnolia Marsh, Huntington Beach, California.** Working with Plains All American and Huntington Beach Wetlands Conservancy staff to develop concepts and obtain regulatory permits for removal of an existing oil infrastructure within the marsh and subsequent wetlands restoration.

**Bolsa Chica Wetlands Restoration, Orange County, California.** Coastal scientist who assisted in the application of permits from multiple agencies and supported design activities, including development of dewatering plan, oil spill protection, and construction traffic analysis. The project restored approximately 880 acres of wetlands and constructing a new tidal inlet through Bolsa Chica State Beach. Permitting agencies included the Regional Water Quality Control Board, U.S. Army Corps of Engineers, U.S. Coast Guard, Southern California Air Quality Management District, Orange County, and City of Huntington Beach.

**MCON P-224 Ammunition Piers and Turning Basin, Naval Weapons Station, Seal Beach, California.** Coastal and Environmental. The project includes dredging of the main channel for Navy ships, a new public navigation channel, a new wharf, and compensatory mitigation. Performed analyses and designed coastal elements including rock jetties, breakwater, revetments, and tidal habitat mitigation areas. Supported Navy NEPA document and regulatory permits. Currently, providing engineering support during construction.

**Lower Santa Ana River Maintenance Dredging Project, Orange County, California.** As project manager, led preparation of engineering plans and bid documents, permits acquisition, CEQA, sediment characterization, biology work, and construction support, and post-construction reporting. Project includes maintenance dredging of the river and beneficial reuse of the material on adjacent beaches, including Newport Beach.

**Newport Dunes Maintenance Dredging, Orange County, California.** Supported permits and CEQA processes, sediment characterization, specifications development, and construction cost estimates. Project involved dredging of the marina and offshore dredge material disposal. Currently providing annual condition assessment surveys to determine the need for dredging.

**OCPW Ocean Outlets Maintenance Program, Orange County, California.** Project manager. Completed CEQA review, obtained regulatory permits, and updated the Operations and Maintenance manual for the County's ocean outlets maintenance program. Sand is excavated from the outlet to restore flood conveyance and beneficially used for nourishment on adjacent beaches. Currently supporting the County on permit compliance including pre- and post-construction notifications, monitoring, and annual reports.

**California State Parks, San Onofre and Doheny State Beaches, California.** Supported State Parks for construction of an emergency shore protection to maintain public access and public parking. Kim developed alternatives analysis report and long-term coastal hazards management plan. She also supported CCC permitting.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

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

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

#### C. Billing

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

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

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

# EXHIBIT B



moffatt & nichol

## RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective September 1, 2020 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
<b>PROFESSIONALS</b>	Supervisory Engineer/Scientist	\$ 267.00
	Senior Engineer/Scientist	\$ 250.00
	Engineer/Scientist III	\$ 234.00
	Engineer/Scientist II	\$ 205.00
	Engineer/Scientist I	\$ 185.00
	Staff Engineer/Scientist	\$ 148.00
<b>TECHNICIANS</b>	Senior Technician	\$ 200.00
	Designer	\$ 189.00
	CADD II	\$ 162.00
	CADD I	\$ 120.00
<b>CLERICAL</b>	Project Controls/Word Processing	\$ 120.00
	General Clerical	\$ 94.00
<b>SPECIAL</b>	Principal Engineer/Scientist	\$ 282.00
	Deposition & Trial Testimony	\$ 497.00

### REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

<b>Subcontracts or Outside Services</b>		Cost +10%
<b>Reproductions</b>	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +10%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +10%
<b>Travel</b>	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2021

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).

<b>PRODUCER</b> Dealey, Renton & Associates License #0020739 600 Anton Boulevard, Suite 100 Costa Mesa CA 92626		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 714-427-6810 <b>FAX (A/C, No):</b> 714-427-6818 <b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Insurance Company	
		<b>INSURER B:</b> National Union Fire Insurance Co PA	
		<b>INSURER C:</b> Ace American Insurance Company	
		<b>INSURER D:</b> Transportation Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 1179713386

**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6056712992	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6056712989	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6079627982	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC19397907 WC19397906	11/22/2020 11/22/2020	11/22/2021 11/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			G25660225007	11/22/2020	11/22/2021	per claim \$2,000,000 annl aggr. \$2,000,000

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

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability  
Worker's Compensation extends to include Jones Act and USL&H  
Re: On-Call Engineering & Professional Consulting Services.  
The City, its officers, elected or appointed officials, employees, agents, and volunteers are named as an additional insured as respects general and automobile liability as required per written contract or agreement.  
General Liability is Primary/Non-Contributory per policy form wording.  
Auto Liability is Primary per policy form wording.  
Insurance coverage includes waiver of subrogation per the attached endorsement(s).

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

City of Huntington Beach Public Works Department 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.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: MOFFATT & NICHOL

Policy No: 6056712992

Endorsement No: 26

Effective Date: 11/22/2020



## Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

### 1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
  - (a) the **bodily injury** or **property damage**; or
  - (b) the offense that caused the **personal and advertising injury**,  
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

#### D. Lessor of Equipment



## Architects, Engineers and Surveyors General Liability Extension Endorsement

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

### I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

### 4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:





## Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

### 24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

### 27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:



## NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2.a.(2) and A.2.a.(4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE****A. Towing**

**Section III, Paragraph A.2.**, is revised to include Light Trucks up to 10,000 pounds G.V.W.

**B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**C. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**D. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**E. Personal Property**

The following is added to **Section III, Paragraph A.4.**



## NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 43; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6056712989

Policy Effective Date: 11/22/2020

Policy Page: 107 of 141





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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** MOFFATT & NICHOL

**Endorsement Effective Date:** 11/22/2020

**SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056712989

Policy Effective Date: 11/22/2020

Policy Page: 34 of 141

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2020

forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

### Schedule

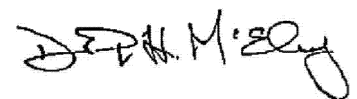
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



## BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC19397907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND

FOR

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## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Ocean & Engineering

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

**VENDOR:** Moffatt & Nichol

**OVERALL RANKING:** 1 out of 6

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Environmental Services Manager 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 83

Moffatt & Nichol – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<b>Proposal Clarity</b>	9	10
<b>Qualifications</b>	25	20
<b>Staffing</b>	25	20
<b>Understanding and Methodology</b>	14	15
<b>References and Background</b>	10	10
<b>Interview (Optional)</b>	-	15
<b>Total</b>	<b>83</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

Moffatt & Nichol – Summary of Review
<ul style="list-style-type: none"><li>• Moffatt &amp; Nichol has worked with City in the past and proposal is clear and concise</li></ul>

Moffatt & Nichol – Pricing
<ul style="list-style-type: none"><li>• Low end from \$94/hr</li><li>• High end to \$282/hr for Principal Engineer / Scientist</li></ul>

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Ocean & Engineering

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

**VENDOR:** Anchor QEA

**OVERALL RANKING:** 2 out of 6

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Environmental Services Manager 3. Project Coordinator

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: Ave. of 75

Anchor QEA – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<b>Proposal Clarity</b>	7	10
<b>Qualifications</b>	22	20
<b>Staffing</b>	22	20
<b>Understanding and Methodology</b>	14	15
<b>References and Background</b>	10	10
<b>Interview (Optional)</b>	-	15
<b>Total</b>	<b>75</b>	<b>100</b>

**II. DUE DILIGENCE REVIEW**

Anchor QEA – Summary of Review
<ul style="list-style-type: none"><li>• Anchor QEA proposal was clear and concise and their overall methodology was easy to understand</li></ul>

Anchor QEA – Pricing
<ul style="list-style-type: none"><li>• Low end from \$112/hr</li><li>• High end to \$286/hr for Principal</li></ul>



## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** On-Call Ocean & Engineering

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

**VENDOR:** COWI

**OVERALL RANKING:** 3 out of 6

**SUBJECT MATTER EXPERTS/RATERS:**

1. Principal Civil Engineer 2. Environmental Services Manager 3. Project Coordinator

### I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: Ave. of 75

<b>COWI – Minimum Qualifications Review</b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<b><i>Proposal Clarity</i></b>	9	10
<b><i>Qualifications</i></b>	22	20
<b><i>Staffing</i></b>	22	20
<b><i>Understanding and Methodology</i></b>	13	15
<b><i>References and Background</i></b>	10	10
<b><i>Interview (Optional)</i></b>	-	15
<b>Total</b>	<b>75</b>	<b>100</b>

### II. DUE DILIGENCE REVIEW

<b>COWI – Summary of Review</b>
<ul style="list-style-type: none"><li>• COWI proposal is clear and concise and has resources to meet City's project needs.</li></ul>

<b>COWI – Pricing</b>
<ul style="list-style-type: none"><li>• Low end from \$80/hr</li><li>• High end to \$300/hr for Senior Vice President</li></ul>