

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
ARDURRA GROUP, INC.**

THIS AGREEMENT is made and entered into this 19th day of September 2023 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and **ARDURRA GROUP, INC.**, a Florida corporation ("Consultant").

W I T N E S S E T H :

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional water engineering services on an as-needed basis, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall be based on each proposal the Consultant submits and the City accepts for the services requested on a particular project.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Consultant's receipt of the written Notice to Proceed (NTP) from the City for a particular project. The professional services to be performed shall be completed in compliance with the time schedule approved by the City or as amended by mutual agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until September 30, 2026 unless terminated as provided herein. The term of this Agreement may be renewed for one additional two-year period upon mutual written agreement by both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant.

The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. **Business Automobile Liability Insurance.** Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. (ENVIRONMENTAL CONTRACTS ONLY) If Consultant's subcontractors or suppliers haul hazardous material (including, without limitation, waste), they must carry Auto Liability insurance applicable to all hazardous waste hauling vehicles, and include MCS 90 and ISO Form CA 99 48 03 06 – Pollution Liability – Broadened Coverage for Covered Autos,

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

E. Pollution Legal Liability or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). Consultant shall maintain project specific pollution or asbestos pollution liability insurance with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 policy aggregate. If the coverage provided applies to asbestos related losses, the policy shall be endorsed to cover losses caused by either work performed or by any occurrence. Completed operations shall not be limited.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782.8. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used). Such coverage as an additional insured shall not be limited to the period of time during which the Consultant is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no additional special limitations, outside standard coverage exclusions and coverage limits, on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers at least as broad as ISO CG 20 01 04 13 and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and designated volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability and Pollution or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). If these policies are written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a

minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review. (ENVIRONMENTAL CONTRACTS ONLY: If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability shall not contain lead based paint or asbestos exclusions. If the services involve mold identification/remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.)

D. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City and shall endorse the policy with a waiver of subrogation.

E. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

F. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

G. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Lisa Penna, Vice President
Ardurra Group, Inc.
3737 Birch Street, Suite 250
Newport Beach, CA 92660

IF TO CITY:
Public Works Director
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term

of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence, active negligence or willful misconduct of the City; and does not apply to any passive negligence of the City unless caused in part by the Consultant. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from

a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

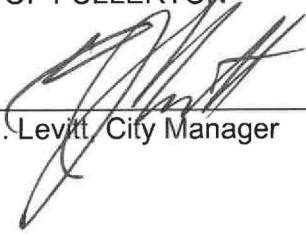
6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Executive Order N-6-22. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by a government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON


Eric J. Levitt, City Manager

Date:

9/27/23

CONSULTANT


Signature

Date:

Sept 22, 2023

Carmen Kasner Vice President
Name and Title

On File
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

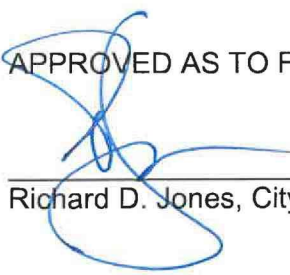

Richard D. Jones, City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF FULLERTON
REQUEST FOR QUALIFICATIONS



RFQ #4391 ON-CALL PROFESSIONAL ENGINEERING SERVICES

PROPOSAL DUE: MAY 18, 2023 @ 2 P.M. PST

**SUBMIT BIDS ELECTRONICALLY AT:
WWW.PUBLICPURCHASE.COM**

RFQ Posted: April 13, 2023

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SECTION I
NOTICE OF REQUEST FOR QUALIFICATIONS
On-Call Professional Engineering Services

NOTICE IS HEREBY GIVEN that the City of Fullerton is requesting statement of qualifications from professional engineering consulting firms to provide on-call engineering services related to our Public Works Capital Improvement Program and General Engineering/Private Development divisions. The City intends to select up to three (3) consultants for each respective service category, but the actual number of consultants selected may be subject to change based on number of responses and qualifications.

This Request for Qualifications (RFQ) provides information on the City of Fullerton, the required scope of services, the consultant selection process, and the minimum information that must be included in the RFQ Response. Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price, and any other criteria set out herein including but not limited to, the proposer's ability to meet the requirements, qualifications, and competencies set out herein.

BACKGROUND

The City of Fullerton is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County. Fullerton is a full-service, general law city that was incorporated in 1904. Fullerton is renowned for its unique mix of residential, commercial, industrial, educational, and cultural environments and is known for being "the education community". Fullerton has 52 City parks, a museum, a cultural center, a public library, a golf course, and 29 miles of recreational trails. Fullerton provides an outstanding quality of life for both residents and businesses. At 22.4 square miles, Fullerton is also one of the largest cities in Orange County by area and is the sixth most populous.

SUBMITTAL DEADLINE

COMPLETE ELECTRONIC PROPOSALS MUST BE SUBMITTED NO LATER THAN Thursday, May 18, 2023 at 2:00 PM PST via the City's eProcurement portal, Public Purchase, at www.publicpurchase.com. Proposals submitted by email, mail, or fax will not be accepted nor considered. Failure to upload due to electronic glitches is not a legitimate reason for proposals submitted after the deadline. The City may extend the deadline at its discretion. Please see instructions in **Section III** for details on how to submit a qualified statement of qualifications.

It is not the responsibility of the City to notify potential bidders. Prospective bidders shall register as a vendor and will be notified via the City's eProcurement portal, Public Purchase at www.publicpurchase.com. Registration is free and organizations may select to be notified of all future bids posted by the City of Fullerton.

SECTION II

SCOPE OF SERVICES/SCOPE OF WORK

The City of Fullerton would like the selected firms to provide professional on-call engineering services (design, plan checking, studies, investigations, testing, etc.) for City projects to support the Public Works Department, Engineering Division. The City intends to award an agreement for the solicited on-call services for a term of three (3) years with an option to renew for an additional two (2) year period at the City's discretion. The City encourages firms to submit qualifications for any or all parts of the key services listed below to be eligible for placement on the qualified on-call/as-needed list for each service category.

At the City's discretion, successful firms will be assigned projects based on qualifications in relation to the project(s) scope of work on an as-needed basis for various projects in the city. **The City does not guarantee successful firms will be provided any projects.**

MINIMUM QUALIFICATIONS

Only those consultants with verifiable experience as it relates to the services requested in this solicitation will be considered during the evaluation process. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state and local agencies.

SCOPE OF WORK

Selected firms will report to, and operate under, the direction of the City of Fullerton Public Works staff, to provide professional engineering services to the City. In general, the selected consultant will be expected to provide services and staffing for the following categories:

- Civil Engineering Design
- Water Engineering Design
- Geotechnical Engineering and Materials Testing
- Survey and Mapping Design and Plan Check
- Private Development Plan Check
- Staff Augmentation

Consultants may submit qualifications for one or more of the service categories requested; however, **separate proposals and letter of transmittals must be submitted for each category.**

Civil Engineering Design

Provide complete design services for Capital Improvement Program projects. Examples of services include, but not limited to:

- Plan preparation for street improvements, repair, rehabilitation or other related street improvements.

- Plan preparation for traffic signal installations or modifications.
- Plan preparation for storm drain and sewer improvements, upgrades, modifications, extensions, repair, or rehabilitation.
- Preparation of hydrology and hydraulic analysis and reports.
- Preparation of WQMP's, SWPPP's or related NDPES documents/reports.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Perform mapping and prepare legal descriptions for right of way acquisitions, easements, vacations, etc.
- Provide construction survey staking.
- Provide construction assistance.
- Coordination with, and obtain approvals from, other permitting agencies and utility companies.

Water Engineering Design

Provide various engineering services for new and rehabilitation of existing municipal water system facilities as related to the conveyance, storage, treatment, and distribution of water.

As part of assigned preliminary and/or final design work, Consultant may be required to incorporate sustainable infrastructure practices consistent with the Institute for Sustainable Infrastructure's (ISI) Envision Rating System and/or LEED (Leadership in Energy and Environmental Design) frameworks.

Services provided will include planning; investigations; technical analysis; technical reviews; conceptual, preliminary, and final design; cost estimation, engineering support during bid advertisement and construction, and other project support tasks. Examples of services include, but not limited to:

- Design package preparation for new conveyance and distribution water system improvements and/or rehabilitation of existing facilities.
- Design package preparation for multi-discipline improvements or repairs to storage tanks, pump stations, wells, etc.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Preparation of studies and analyses of water system facilities such as storage tanks, pump stations, wells, etc.
- Provide pipeline assessment and pipeline integrity testing.
- Perform surge and fire flow analyses.
- Perform hydraulic calculations & modeling.
- Provide regulatory and environmental compliance support, including jurisdictional permitting services.
- Provide equipment condition assessment and testing.
- Provide plan check services and technical guidance on civil, mechanical, structural, hydrogeology, electrical, and instrumentation and control (I&C) designs.
- Provide technical guidance on water treatment processes including problem-solving

consultations.

- Provide construction management support services.

Firms should indicate their ability and experience with SCADA integration consulting for water systems.

Geotechnical Engineering and Material Testing

Provide complete design and construction services for City improvement projects. Services include, but not limited to:

- Complete soils investigation and preparation of Geotechnical Engineering reports and studies such as pavement design, grading requirements, retaining wall parameters, slope stability analysis, etc.
- Laboratory work related to all aspects of Geotechnical Engineering.
- Provide construction inspection of items such as asphalt concrete, aggregate base and concrete placement during construction, grading excavation and backfill.
- Provide testing services such as field compaction and lab testing of soils, aggregates, asphalt and concrete.

Survey and Mapping

Provide complete land survey services for Capital Improvement Program projects and/or plan check services for private development improvements. Including, but not limited to:

- Design and Construction related services
 - Perform design topographic surveys.
 - Perform aerial topographic surveys.
 - Perform boundary surveys and boundary analysis.
 - Perform mapping and prepare legal descriptions for right of way acquisitions, easements, vacations, etc.
 - Prepare pre- and post-construction corner records.
 - Prepare Record of Surveys
 - Perform construction staking
- Private Development Plan Check related services
 - Provide plan check for tentative maps, final maps, lot line adjustments, certificate of compliance, easements, vacations, etc.
 - Prepare plan check comments in concise and understandable manner.
 - Interact with private and public personnel.

Private Development Plan Check

Provide complete plan check services for the private development projects. Including, but not limited to:

- Perform review of civil related improvement plans, grading, sewer, storm drain, erosion control, etc. plans.
- Perform review of traffic signal installation or modification plans.
- Perform review of studies and reports such as sewer, drainage, WQMP, etc.

- Have good working knowledge of commonly used software programs and Orange County Hydrology and Local Drainage Manuals.
- Prepare plan check comments in concise and understandable manner.
- Interact with private and public personnel.

Staff Augmentation Services - *Firms may submit only for positions or services they provide.*

Provide qualified and available personnel to provide professional staff augmentation services and/or backfill various positions and classifications within the Engineering Division on short notice. Positions include, but are not limited to: Engineers, Permit Technicians, Administrative/Financial Analysts, Inspectors, etc. Positions may require personnel reporting to City offices.

Sample duties include, but not limited to:

- Provide staff to supplement various duties/responsibilities in the Engineering Division
- Provide permit technicians to assist public at Engineering public counter
- Project GIS support and data analytics
- Provide support for preparation and/or monitoring of budget reports; compliance reports (Federal, State, etc.); grant applications and reporting; administrative support for purchasing documents; invoice processing, etc.
- Provide Construction Inspection services, such as:
 - CIP projects such as street rehabilitation; sewer or storm drain improvements, facility modifications and improvements; park rehabilitation and improvements.
 - Private development including grading, drainage, erosion control measures, paving, utilities, etc.
 - Water projects such as tank and pump station rehabilitation, well construction, and trenchless rehabilitation.
 - Private utility company repairs and improvements
 - Deputy inspection services
- Project staff to fill vacant positions and perform duties as an “Acting” City representative

SECTION III

INSTRUCTIONS TO PROPOSERS

Examination of Proposal Documents

By submitting a proposal, firm represents that it has thoroughly examined and become familiar with the work required under this RFQ and is capable of performing quality work to achieve the City's objectives.

Addenda

Any changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Firms shall acknowledge receipt of addenda in their proposals.

If a firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the proposer should immediately provide the City written notice of the problem and request that the RFQ be clarified or modified. Without disclosing the source of the request, the City may modify the documents prior to the date fixed for submission of proposals by issuing an addendum.

If prior to the date fixed for submissions, a firm(s) knows of or should have known of an error in the RFQ but fails to notify the City of the error, the firm shall submit a proposal at their own risk, and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

California Public Records Act (CPRA)

All proposals submitted in response of this RFQ become the property of the City and under the Public Records Act (Government Code Section 6250 et. Seq.) are public record, and as such, may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and/or recommendation for action is made to the City Manager and/or City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California Law, price proposal to a public agency is not a trade secret.

Request for Information

Submitting Questions

All questions must be submitted and received by the City no later than 4:00 P.M. PST on **Tuesday, May 2, 2023.**

Request for clarifications, questions and comments must be submitted through the City's eProcurement Portal via Public Purchase (www.publicpurchase.com), a third-party website that hosts the City's eProcurement's. Registration is free and interested firms can select to receive automatic bid notifications from the City.

City Responses

Responses from the City will be posted on the City's bid webpage and the City's eProcurement Portal, Public Purchase, tentatively scheduled to be posted on May 9, 2023.

City's Bid Webpage: www.cityoffullerton.com/business/bids-rfps
City's eProcurement Portal – Public Purchase: www.publicpurchase.com

CITY CONTACT

General questions regarding this RFQ are to be directed to the following:

Karen Chung, Buyer

Email: Karen.Chung@cityoffullerton.com

****Any contact outside of the City staff/representative shall be cause for disqualification****

Submission of Proposals

Date and Time

Proposals must be submitted at or before 2:00 PM on Thursday May 18, 2023.

Proposals received after the above specified date and time will not be accepted by the City and will not be considered evaluation.

How to Submit

Firm shall submit one (1) complete electronic copy of the proposal and (1) letter of transmittal for each applicable category through the City's eProcurement Portal via Public Purchase (www.publicpurchase.com). The cover page of the proposal must bear the firm's name and address with the following clearly marked as follows:

RFQ #4391 On-Call Professional Engineering Services
City of Fullerton – Purchasing
Attn: Karen Chung, Buyer

Proposer shall ensure that proposals are received by the City on or before the specified date and time. Failure to adhere to the deadline will result in disqualification.

Acceptance of Proposals

1. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
2. City reserves the right to withdraw or cancel this RFQ at any time without prior notice, and the

City makes no representations that any contract will be awarded to any proposer responding to this RFQ.

3. City reserves the right to postpone proposal openings for its own convenience.
4. Submitted proposals are not to be copyrighted.
5. City does not guarantee any work upon award of an agreement.

Pre-Contractual Expenses

City shall not, in any event, be liable for any pre-contractual expenses incurred by firm in the preparation of its proposal. Firm shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by firm(s) in:

1. Preparing its proposal in response to this RFQ;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or any other expenses incurred by firm prior to date of award, if any, of the Agreement.

Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFQ, they should do so on a prime-sub-consultant basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Exceptions and Deviations

The firm shall enter into an agreement with the City based upon the contents of the RFQ and the firm's proposal. The City's standard form of agreement is included in **Section VI**. The firm shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. **If there are exceptions or if there are no exceptions, a statement to the effect shall be included in the proposal as well. See the exceptions attachment included in Section VIII that must be included with your proposal.**

Insurance Requirements

The consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

See attached sample Professional Services Agreement for insurance requirements.

City Business License

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Fullerton business license. The license shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the qualifications.

SECTION IV

REQUIRED PROPOSAL CONTENT

Proposal Format and Content

This section provides the requirements which the City will look for and expect to be included in the proposal.

Electronic proposals shall be submitted electronically in a format that will print on 8 ½" x 11" size paper. Charts and schedules must adhere to this requirement as well. Offers should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. There is no page limitation, however, excessive or irrelevant material will not be favorably received. Links to sample work should be clearly labeled and identified in the proposal.

The proposal should be in the order shown and include the following:

Letter of Transmittal

A Letter of Transmittal shall be submitted for each category in which the proposer is submitting a proposal for. The Letter of Transmittal shall be addressed to the City of Fullerton and, at a minimum, contain the following:

- (1) Clearly indicate the on-call service category(ies).
- (2) Express why firm is interested in the RFQ.
- (3) Identification of proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and email address. Include name, title, address, email and telephone number of the contact person identified during period of proposal evaluation.
- (4) Identification of all proposed sub-consultants (if known) including legal name of company, contact person's name and address, phone number and email address. Relationship between proposer and sub-consultant if applicable.
- (5) Acknowledgment of receipt of all RFQ addenda, if any.
- (6) A statement to the effect that the proposal shall remain valid for a period of no less than 120 days from the date of submittal.
- (7) Signature of a person authorized to bind proposer to the terms of the proposal.
- (8) Signed statement attesting that all information submitted with the proposal is true and correct.
- (9) Note - All licensed professionals in "responsible charge" working on City projects (Engineer and/or surveyor) are required to disclose all disciplinary actions against them, including

any future actions. Provide a copy of the actions with submittal of proposal. Please provide statement if there are no disciplinary actions.

Technical Proposal

Qualifications, Related Experience, and References of Proposer

This section of the proposal should establish the ability of the firm(s) to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with other public agencies; strength and stability of the firm(s); staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Most recent references preferred.

Proposer to:

- (1) A brief description of your firm's background, size, office locations in California, and relevant experience history as it may be relevant to the services required. Include subconsultants as applicable.
- (2) Describe your experience providing similar services for other public agencies and authorities, with an emphasis on local area jurisdictions and agencies.
- (3) Similar Projects/Contracts – Provide a brief description of the project scope, personnel involved and their roles, plus agency and contact information for agency Project Manager. Indicate firm's role in project (prime or sub).
- (4) References – Please provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFQ during the past five (5) years. For each client, please provide the name, street address, telephone number, and email address.
- (5) Other Services – Please provide list of other services that your firm provides which are not identified in the Scope of Work but could be beneficial to the City.

Work Plan

- (1) Describe your firm's general approach to projects related to the requested scope of work, including how your firm produces deliverables free of errors and how you will address errors if they occur.
- (2) Describe your firm's strengths.
- (3) Provide any unique attributes or distinguishing characteristics which would be of value to the City.

Proposed Staffing and Organization

This section of the proposal should establish the method that will be used by the firm to manage the contract as well as identify key personnel assigned. Proposed staffing and organization are to be presented by firm identified in the Scope of Work.

Proposer to:

- (1) Provide current position, education, experience and applicable professional credentials of contract staff. Include applicable professional credentials of "key" contract staff only and how long each person has been with the firm.
- (2) Furnish brief resumes (no more than one page each) for key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, and how long each person has been with the firm.
- (4) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub-consultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City.

Fee Schedule

Submit a rate sheet of key personnel who will be assigned to perform the services outlined in the "Scope of Work" of this RFQ. Describe how customary reimbursable expenses will be charged, including attendance at meetings in the City. Respondents verify the proposed costs are their best offer. The City may seek to enter into cost negotiations over various aspects of the fee proposal with the selected firm(s) based on the needs of the City.

The fee schedule shall include a comprehensive list of positions and labor rates for all services provided by the prime consultant and all subconsultants. Rates shall include all necessary resources including labor, equipment, materials, incidental report, transportation, etc. Any percentage markup of subconsultant invoices shall be specified.

The fee schedule shall remain fixed for each City fiscal year of the Agreement, unless formally amended by the City Council. Adjustment of the fee schedule can be negotiated at the beginning of each fiscal year, however, the maximum increase shall be based on the applicable consumer price index (CPI) rate. Rate increases must be approved in writing by the City.

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to, Field Soils Materials Testers, Operating Engineers, Surveyors, and Building/Construction and Specialty Inspectors.

Prevailing wage requirements apply when a Consultant and/or Consultant Team is awarded a contract for a specific project which is designated by the issuance of a City Purchase Order. Invoices will not be paid unless accompanied with copies of applicable certified payroll.

Appendices

Information considered by proposer to be pertinent to this contract and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Status of Past and Present Contracts Form

Firm(s) are required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. The firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the firm confirming that the information provided is true and accurate. The firm(s) are required to submit a copy of the completed form(s) as part of the proposal.

SECTION V

EVALUATION AND AWARD

Evaluation Criteria

City will evaluate the proposals received based on the following criteria outlined below. Respondents who are not actively engaged in providing services of the nature proposed in their response to this request and/or who cannot clearly demonstrate to the satisfaction of the City their ability to satisfactorily perform the work in accordance with the requirements set forth in this request will not be considered. The City shall be the sole judge of the qualifications and services and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award. Any changes to the RFQ requirements will be made by addendum. All addenda shall be signed by firms and attached to the proposal. Failure to attach any addenda may render the proposal non-responsive and cause it to be eliminated from consideration.

City will evaluate the proposals received based on the following criteria:

1. Presentation, completeness, clarity, organization, and conformance to the RFQ content.
2. Qualifications of the Firm - Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
3. Project Management Approach - Qualifications of proposed key personnel; logic of organization; and adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.
4. Work Plan - Understanding of the City's requirements, objectives, and approach.
5. Fee Schedule - Reasonableness of proposed fees.

The City will select a firm based upon the responding firms' qualifications and experience, together with its responses to the requests for information set forth above. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select a firm on any basis that is in the best interests of the City. The City may contact firms in response to questions raised in their proposals and the City reserves the right to cancel this solicitation without selecting any firms.

Evaluation Procedure

An Evaluation Committee will review all proposals. The committee will be comprised of City staff and may include outside consultants. After the submittals are evaluated, The City, at its sole discretion, may elect to interview all, some, or none of the firms for clarification of additional information at any time. Firms may be asked to submit additional documentation at or after the interview stage. Based upon evaluation of the proposals and any interviews (if requested) and, the committee will recommend to the City Manager the top-ranked firm(s) whose proposal(s) are the most advantageous

to the City of Fullerton. If required, the City Manager will then forward its recommendation to the City Council for final action.

The City reserves the right to select a firm without conducting interviews or abandon this RFQ.

Award

The City of Fullerton may negotiate agreement terms with the selected firm(s) prior to award, and expressly reserves the right to negotiate with several firms simultaneously. However, since the selection and award may be made without discussion with any firm, the proposal(s) submitted should contain firm's most favorable terms and conditions.

City Manager and/or City Council action will be requested by City staff to award agreement(s) to the selected firm(s).

Notification of Award

Firms who submit a proposal(s) in response to this RFQ shall be notified regarding the firm(s) awarded an agreement. Such notification shall be made within seven (7) days of the date the agreement is awarded. Notification of Intent to Award will be emailed to firms who submitted a proposal, and will also be available on the City's bid webpage www.cityoffullerton.com/business/bids-rfps and on the City's eProcurement platform (www.publicpurchase.com).

Tentative Schedule

**** Tentative Schedule may be changed at the City's discretion, Interviews and Negotiations will be scheduled if required ****

Release of RFQ	April 13, 2023
Question Submittal Deadline	May 2, 2023 at 4:00 P.M. PST
Response to Questions Posted	May 9, 2023
RFQ Submittal Deadline	May 18, at 2:00 P.M. PST
Consultant Interviews/Contract Scope Negotiations	TBD
Contract Award	July/August 2023

SECTION VI
SAMPLE PROFESSIONAL SERVICES AGREEMENT

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
[VENDOR/CONSULTANT BUSINESS NAME]**

THIS AGREEMENT is made and entered into this ___ day of [MONTH, YEAR] ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and [VENDOR/CONSULTANT BUSINESS NAME], a [California corporation] ("Consultant").

WITNESSETH:

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain [INSERT BRIEF DESCRIPTION OF SCOPE OF SERVICE] services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the **fee schedule set forth in Exhibit "B"**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal set forth in **Exhibit "B"** unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through **[INSERT TERMINATION DATE (i.e. December 31, 2020)]**, unless terminated as provided herein. **[Add renewal language if applicable.]**

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

For Architects and Engineers, use the above paragraph and delete following paragraph.
For non-architect/engineer consultants, delete the above paragraph and use the following paragraph.

Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. **Business Automobile Liability Insurance.** Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form

CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

E. Employee/Officer Fidelity Bond. Consultant shall maintain a fidelity bond with a minimum limit of \$1,000,000, providing coverage for the acts of all employees, officers and directors of Consultant. (Required if the consultant will be handling City funds otherwise omit).

F. Cyber Liability Insurance. Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations. (Required if the consultant is providing IT services/software and or will have access to City's network otherwise omit)

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Commercial General Liability. This insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects City,

its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of work.

D. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. Employee/Officer Fidelity Bond, City shall be named as third party beneficiary for losses arising from work done on behalf of City. (Omit if the consultant is not handling City project funds)

F. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

G. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

H. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance

which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[VENDOR/CONSULTANT NAME]
[MAILING ADDRESS]
Attn: [NAME AND TITLE]

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: [NAME AND TITLE]

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence, active negligence or willful misconduct of the City; and does not apply to any passive negligence of the City unless caused in part by the Consultant. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

For Architects and Engineers, use the above paragraph and delete following paragraph.

For non-architect/engineer consultants, delete the above paragraph and use the following.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation

provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to

Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall

constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27 Executive Order N-6-22. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by an government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Eric J. Levitt, City Manager

Date: _____

CONSULTANT

[NAME AND TITLE]

Date: _____

On File
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested.

Public Agency city/county/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature_____

Date_____

Name: _____

Title: _____

SECTION VIII
EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Qualifications, please indicate below and describe details: (check any that apply).

- ☐ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items

PROPOSING FIRM _____ DATE _____

BUSINESS ADDRESS _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE _____

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If proposer is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:



CITY OF FULLERTON

RFQ 4391 On-Call Professional Engineering Services

Addendum No. 1 – Questions & Responses

1. We are a firm of consulting engineers who specialize with public safety communication systems, including City-owned systems as well as ERRCS (Emergency Responder Radio Communications Systems) which are in-building system boosters generally provided by building-owners but are required to be approved by both the AHJ and the licensee of the frequencies being amplified by the system. Two of the services we provide for our clients is plan-checking the design and testing the systems.

Would any of these services pertain to your section on "Staff Augmentation Services" or are you primarily looking for public works related engineering?

Response – Firms are welcome to submit for services they provide, however, this on-call is primarily for public works related services.

2. Would it be possible to just submit for the Geotechnical and Materials testing? This is a specialty scope of engineering services.

Response – Firms are welcome to submit only for services they provide under the appropriate category.

3. Can we submit on 1 discipline?

Response – Firms are welcome to submit only for services they provide under the appropriate category.

4. Can you please confirm that a proposer is allowed to submit qualifications to only provide 1 specific service, like construction inspectors, if that is the service they choose?

Response – Confirmed.

The RFP also says to "Please provide list of other services that your firm provides which are not identified in the Scope of Work but could be beneficial to the City."

We would like to clarify how much detail is needed for those additional services are required.

Response – Please keep brief and concise. City can ask for additional information. Excessive material is not required and will not be well received.

5. Page 29 of the RFQ, the "Status of Past and Present Contract Form" mentions to submit a copy of this form "on the one (1) USB Drive requested." Can you please confirm that this form is to be included as part of our proposal package submitted on Public Purchase and that we are not required to submit this form on a USB drive to the City? Thank you.

Response – Correct. Please include the "Status of Past and Present Contract Form" as part of the proposal as no USB drive proposal submissions will be accepted. Please see updated "Status of Past and Present Contract Form" below with the USB drive requirement language removed.

6. We are interested in providing regulatory services. Would we be allowed to provide a bid just for that service?

Response – Firms are welcome to submit only for services they provide under the appropriate category.

7. Are subconsultants required to provide the "Status of Past and Present Contracts" form?

Response – Prime is required. Subs are optional, but City reserves the right to request the form from subconsultant if deemed necessary.

8. Since separate proposals are required for each category we propose on, can separate files be uploaded? Or do we need to upload a single .zip file that contains all of our submittals?

Response – Separate files are required for each category. Separate files can be uploaded.

9. Does a firm need to provide every service within a category to be considered?

Response – No.

10. How many firms will be selected for each category?



CITY OF FULLERTON

RFQ 4391 On-Call Professional Engineering Services Addendum No. 1 – Questions & Responses

Response – Actual number will depend on number of proposals received, but in general between 3 and 5 firms are expected to be selected for each category.

11. Within the Status of Past and Present Contract Form, there is a line that states, "Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested." However, per the Submission of Proposal instructions within the RFQ it states, "Firm shall submit one (1) complete electronic copy of the proposal and (1) letter of transmittal for each applicable category through the City's eProcurement Portal via Public Purchase (www.publicpurchase.com)." Must a USB Drive be provided?

Response – See question 5.

12. Can we submit to a specific sub category? For example, under civil engineering specifically stormdrain, or do we have to submit to the civil category as a whole?

Response – Firms are welcome to submit for services they provide under the appropriate category.

13. For Construction Inspection Services, will the assigned Construction Inspector be using a City provided Daily Report Template or one their firm has provided them?

Response – Dependent on the type of project.

14. Can you please clarify what the Section VII form means by "Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested."

Is the USB Drive sentence an error?

Response – See question 5.

15. Are the required forms in Section VII and VIII to be included as part of the appendix of the proposal?

Response – Inclusion in the Appendix is acceptable.

16. Does the City have a calibrated hydraulic model? What software package is used for the model?

Response – Yes, the City has a hydraulic model that was calibrated in 2016. The model was built using Innovyze InfoWater software.

17. Please expand on what type of surge analysis might be required.

Response – Examples of surge analysis may be required include but are not limited to; installation of new or replacement of pumps and wells; recommendations on control valve placement; locating potential sources of transients.

18. Our sample reports are 30+ pages each. Should any of these items be included in the Appendices of the proposal? We do not have a place internally to link the work to.

Response – If a link is not provided, provide as an Appendix. Excessive material is not required and will not be well received.

19. Can copies of key personnel licenses and certifications be included in an Appendix of the proposal? Can copies of our firm's laboratory certificates be included in the Appendix of the proposal?

Response – Copies of certificates, licenses, etc. are not required at this time.

20. Are there any stipulations on where the proposing company can be located?

Response – No.

21. If we are submitting for more than one category, are we able to submit multiple PDF documents through Public Purchase or should we combine each proposal into one PDF to upload?

Response – Upload separate proposals. Public Purchase allows submittal of multiple files.

22. Under item 4 of the Letter of Transmittal requirements (RFQ page 10), what is meant by "Relationship between proposer and sub-consultant if applicable"?

Response – Note if firms are legally connected (i.e. same owner), etc.



CITY OF FULLERTON

RFQ 4391 On-Call Professional Engineering Services Addendum No. 1 – Questions & Responses

23. The Status of Past and Present Contract Form on page 29 of the RFQ states: "Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested." Does the City want a USB drive delivered in addition to the upload to Public Purchase?
Response – See question 5.
24. Will the Private Land Development Plan Check services category include review of Water Improvements and Reports?
Response – Yes, Private Land Development Plan Check services may include review of onsite water improvement plans and water demand studies.
25. Under Item (1) of "Proposed Staffing and Qualifications," the RFQ requests that "current position, education, experience, and applicable professional credentials of contract staff" be provided, but also says that "applicable professional credentials of 'key' contract staff only" should be provided, along with the length of time employed with the firm. Should proposals include the professional credentials of all proposed staff (including or excluding subconsultants), or only key staff?
Response – An extensive list of staff is not preferred. Provide information for the key staff only.
26. For the "Status of Past and Present Contract Forms", please clarify if firms should list contracts that are currently ongoing, but have a possibility of ending in termination, settlement or litigation?
Response – Yes. Firms should list all contracts where the firm has provided services as a prime consultant or a sub-consultant within the last (5) years that have been closed or ongoing contracts with issues that could result in termination, settlement or litigation. A separate form must be filled out for each contract.
27. Do subconsultants need to complete and sign the Status of Past and Present Contracts and Proposal Exceptions and/or Deviations forms as well?
Response – Prime is required. Subs are optional, but City reserves the right to request the form from subconsultant if deemed necessary.
28. Is there one or more incumbent firm(s) under contract to the City of Fullerton at present for these on-call services?
Response – All the current on-call contracts will expire in Summer 2023.
29. What was the total dollar volume of contracted services awarded under this/ these on-call contracts in 2022? What number of Task Orders did that total represent?
Response – Unknown. Task orders and dollar totals vary for each category.
30. Are there any other land survey services which might be appropriate but have not been included in the list provided under Survey and Mapping? Is there any prohibition against proposing such services that the City might not have foreseen?
Response – Per page 11 of the RFQ, firms are welcome to provide other services that could be beneficial to the City.
31. Is there any documentation or past report that the City of Fullerton has released that would be helpful to consult, as an example for instance of work expected in the Survey and Mapping category.
Response – None available.
32. In the last year, what are the main categories of projects for which contracted On-Call Engineering Services were required?
Response – Water Engineering Design, Geotechnical Engineering and Material Testing, Survey and Mapping.
33. How many contracted hours of professional engineering time have been utilized in each of these categories to support the City's efforts in each of the past three years?
Response – Unknown.



CITY OF FULLERTON

RFQ 4391 On-Call Professional Engineering Services

Addendum No. 1 – Questions & Responses

34. How do you expect that level of contracted support to change in the next three years?
Response – Significant changes are not expected at this time, but dependent on budget revisions.
35. What was the total number of Task Orders issued for On-Call professional Engineering Services in 2022?
Response – Unknown.
36. What kind of information systems are currently in use at the City of Fullerton?
Response – ArcGIS Desktop 10.8.1, ArcGIS Pro 3.0.1 and Central Square Enterprise Asset Management (Lucity) 20.3.
37. Are there any specific requirements for the design topographic surveys, such as the level of detail needed?
Response – Design topographic surveys will be used to prepare detailed construction plans. Industry standard is expected. Final deliverable shall be approved and signed by a CA licensed land surveyor.
38. Are there any specific requirements for tools to be used to perform aerial topographic surveys? Will the use of drones be acceptable or do these need to be performed by a plane or helicopter?
Response – No requirements. Industry standard accuracy and quality is expected. Final deliverable shall be approved and signed by a CA licensed land surveyor.
39. What is the purpose of the boundary surveys and boundary analysis mentioned in the RFP and what is included in this service?
Response – The majority of right of way/property lines will be based on record maps, however, there may be situations that require detailed field and office survey to determine and/or confirm City right of way/property lines and as applicable, associated record of survey maps, corner records, etc.
40. Page 29 - STATUS OF PAST AND PRESENT CONTRACT FORM:
"Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested."
- Question:
Is this a requirement in addition to submitting via the City's e-Procurement portal, "Public Purchase"?
Response – See question 5.
41. Page 12 - Fee Schedule:
"The fee schedule shall include a comprehensive list of positions and labor rates for all services provided by the prime consultant and all subconsultants. Rates shall include all necessary resources including labor, equipment, materials, incidental report, transportation, etc. Any percentage markup of subconsultant invoices shall be specified."
- Question:
About the rates for the Fee Schedule. Do you want us to include a companywide fee schedule, or rates just for the services we are offering in the proposal?
Response – Preferably, only the rates for the proposed services.
42. How many firms does the City plan to select in each category?
Response – See question 10
43. Page 10 of the RFP (Proposal Format and Content), second paragraph, states, "Links to sample work should be clearly labeled and identified in the proposal." In reviewing the RFP, this is the only mention of linking sample work. Is this a required element of the submittal? If so, will the City please define the body/bodies of sample work expected, acceptable file formats, size limits, and how the City would like the links to be included in the proposal?
Response – Sample work is not required.



CITY OF FULLERTON

RFQ 4391 On-Call Professional Engineering Services Addendum No. 1 – Questions & Responses

44. Section II, Minimum Qualifications section states "verifiable experience." Please clarify what satisfies as verifiable.
Response – Ability of City to confirm statements/information provided by proposer.
45. Can pages be rotated to be 8.5 x 11 landscape?
Response – Yes
46. Section IV, Technical Proposal, Proposed Staffing and Organization section states "Proposed staffing and organization are to be presented by firm identified in the Scope of Work." Please clarify if this is a format requirement and if so, what it is.
Response – No format requirement.
47. Section VII, Past and Present Contracts Form - is this required for all closed projects in the last five years or only projects with settlement, litigation or terminated? Are subs required to complete this form also?
Response – See question 26 and 27.
48. Section 5.2E & 5.4E of the agreement, do they require the consultants to post a "Bond" or not?
Response – Consultants under this on-call RFQ will not be handling City funds.
49. The RFQ lists as a potential scope of service to be included: "Provide construction management support services". Could you clarify what is expected for these services? Are services only to include engineering construction support services (such as bidding support, shop drawing submittal reviews, responding to rfq's, record drawings, etc.) or full construction management?
Response – Services are expected to involve full construction management.

SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal.

Public Agency city/county/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature_____

Date_____

Name: _____

Title: _____

EXHIBIT B
CONSULTANT'S PROPOSAL



RFQ #4391
On-Call Professional Engineering Services
WATER ENGINEERING DESIGN

May 18, 2023



RFQ #4391 On-Call
Professional Engineering Services
City of Fullerton – Purchasing
Attn: Karen Chung, Buyer

Submitted By:
Ardurra Group, Inc.
3737 Birch Street, Suite 250
Newport Beach, CA 92660



May 18, 2023

City of Fullerton
Attn: Karen Chung, Buyer
303 W. Commonwealth Avenue
Fullerton, CA 92832

Subject: RFQ #4391 On-Call Professional Engineering Services
Category: Water Engineering Design

Dear Selection Committee Members,

As one of the largest cities in Orange County, the City of Fullerton has a diverse range of capital improvement projects to maintain its mission of providing outstanding quality of life for its residents and businesses.

Ardurra Group, Inc., can help! Our basic philosophy focuses on understanding our client's goals, enabling us to successfully serve as an extension of your staff.

We appreciate the opportunity to present our qualifications for the **Water Engineering Design category**. As an experienced and reliable engineering firm and a well-respected staple of the Southern California water market, we are ready to support the City's Public Works Capital Improvement Program and General Engineering/Private Development divisions. As our proposal demonstrates, we are water planning, design, and construction management experts with the capabilities and experience to assist the City with a variety of water improvement projects.

Selecting the Ardurra team offers the City the following benefits:

- **Strong leadership enables smoothly run projects.** Ardurra offers a comprehensive team of professionals covering the wide range of resources needed to provide various engineering services for new and rehabilitation of existing municipal water system facilities as related to the conveyance, storage, treatment, and distribution of water. With our team, you get industry leaders looking for cost-effective and time-sensitive solutions to your toughest challenges.
- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. We have a deep bench of in-house engineers, hydraulic modelers, environmental compliance specialists, condition assessment experts, and SCADA integration experts. With more than 120 professionals in Southern California, we have the depth of resources and expertise to respond quickly to your needs.
- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of municipal water infrastructure projects, from scoping to design to construction to startup. Our time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, and streamlines delivery.

COMPANY INFORMATION

FIRM NAME/CORPORATE ADDRESS

Ardurra Group, Inc.
4921 Memorial Hwy, Suite 300
Tampa, FL 33634
Telephone: 813.880.8881

CONTRACTUAL CONTACT

Lisa M. Penna, PE, F.ASCE, QSD
Vice President, Regional Director
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Telephone: 949.922.2800
Email: lpenna@ardurra.com

PROPOSAL CONTACT

Robert Weber, PE
California Water Practice Director
14271 Danielson Street
Poway, CA 92064
Telephone: 858.842.6978
Email: rweber@ardurra.com

REQUIREMENTS

Addenda Acknowledgment:

Addendum No. 1 released 5-8-23

Statements:

This proposal shall remain valid for a period of 120 days from the date of submittal.

Our licensed professionals are in good standing and have no disciplinary actions against them.



- **Experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. From preliminary design studies and site and condition assessments, through system hydraulic analyses and Title 22 compliance, to full construction phase support, our experience also includes pump stations, large- and small-diameter pipeline installations, pipeline rehabilitation, trenchless and tunneling installations, steel and concrete reservoirs, and treatment facilities. Our service is greatly facilitated by the working relationships we have in place with our local specialty subconsultants to assist with any specialty services that may arise. As requested, the contact information for our subconsultants is listed in the table below.

SUBCONSULTANTS

FIRM NAME/ROLE	CONTACT NAME	ADDRESS	TELEPHONE/EMAIL
BCR Consulting LLC <i>Archaeology, Paleontology, and Historical Resources</i>	David Brunzell	505 West 8th Street Claremont, CA 91711	909.525.7078 david.brunzell@yahoo.com
CL Surveying and Mapping <i>Surveying</i>	Lam Le, PLS	400 East Rincon Street, Suite 202 Corona, CA 92879	909.484.4200 lam@cl-survey.com
ELMT Consulting <i>Biology</i>	Travis McGill	2201 N. Grand Avenue #10098 Santa Ana, CA 92711	714.716.5050 travismcgill@elmtconsulting.com
Ganddini Group, Inc. <i>Traffic, Air, and Noise</i>	Giancarlo Ganddini, PE, PTP	555 Parkcenter Drive, Suite 225 Santa Ana, CA 92705	714.795.3100, Ext. 101 giancarlo@ganddini.com
GMU Pavement Engineering <i>Geotechnical Engineering</i>	Roger Schlierkamp, M.Sc., PE	30336 Esperanza Rancho Santa Margarita, CA 92688	949.888.6513, Ext. 104 rschlierkamp@GMUgeo.com
IDS Group <i>Architecture and Mechanical, HVAC</i>	Said Hilmy, PhD, SE, LEED AP	1 Peters Canyon Road, Suite 130 Irvine, CA 92606	949.387.8500, Ext. 116 said.hilmy@idsgi.com
Kelsey Structural <i>Structural</i>	Guy Kelsey, SE	8064 Allison Avenue, No. 1706 La Mesa, CA 91942-9994	619.920.1262 gkelsey@kelseystructural.com
Kyle Groundwater <i>Hydrogeology</i>	Russell John Kyle, PG, CHG	309 E. Jefferson Avenue Pomona, CA 91767	626.379.7569 russell.kyle@kylegroundwater.com
RFYeager Engineering <i>Corrosion Engineering</i>	Rick Yeager, PE	1016 Broadway, Suite A El Cajon, CA 92021	619.312.0195 rfyeager@rfyeager.com

Ardurra has authorized Lisa Penna to sign this proposal and bind the firm. By signing this letter, we attest that all information submitted with this proposal is true and correct.

We look forward to serving the City of Fullerton on this on-call engineering services contract. Please feel free to contact Lisa at 949.922.2800 or lpenna@ardurra.com or Rob Weber at 858.842.6978 or rweber@ardurra.com if you have any questions or need additional information.

Respectfully submitted,

Lisa M. Penna, PE, F.ASCE, QSD
Vice President, Regional Director

Robert Weber, PE
California Water Practice Director



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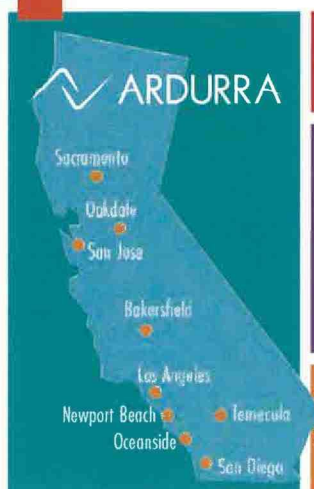
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SECTION 1
**QUALIFICATIONS, RELATED EXPERIENCE
AND REFERENCES**



1

QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES



9 offices in
CALIFORNIA

more than
200
professionals
available in CA

NATIONWIDE
resources of
1,250+
employees
in **70** OFFICES

just **20 MILES** from
the **CITY OF FULLERTON**



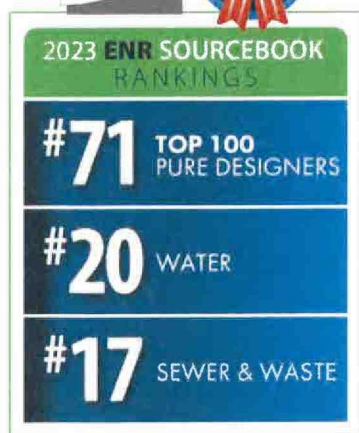
1) COMPANY OVERVIEW

Ranked 89 in *Engineering News-Record's* Top 500, Ardurra offers the resources of a large national firm with more than 1,250 employees in 70 offices across the country. We focus on seven key service areas including: water/wastewater planning design and construction management, public works/civil planning, design and construction management, environmental, land development, emergency management, structural engineering, and survey. In our local offices we also provide public outreach, plan review and plan check, code compliance enforcement, labor compliance, and grant administration.

Water, Wastewater, and Recycled Water is Ardurra's core practice area. For over 50 years, our staff has provided practical and economical engineering solutions for numerous utilities across the country, ranging from small communities to large utilities. Our diverse experience and expertise spans the entire project delivery cycle from planning and modeling through design, hazard mitigation, construction management, commissioning, and operation of all aspects of water and wastewater utilities. Our services (*highlighted on the following page*) incorporate resiliency and hardening measures to extend the lifecycle of your investment in your infrastructure and mitigate the impacts of sea-level rise and natural disasters. We always take a team approach to our projects to ensure we will meet our clients' goals for design, quality, schedule, budget and success.

From preliminary design studies and site assessments, through system hydraulic analyses and Title 22 compliance, to full construction phase support, our experience includes wells, pump stations, large- and small-diameter pipeline installations, pipeline rehabilitation, trenchless and tunneling installations, steel and concrete reservoirs, and treatment facilities. Our engineers are well-versed in CADD, and we have experts who can assist with electrical engineering, SCADA implementation, development review, permitting, environmental compliance, GIS, and surveying. We also help deliver projects as an extension of staff to several cities and municipalities throughout Southern California.

Our clients get successful projects and services, well-managed budgets, and thoroughly satisfied stakeholders because we work side-by-side with local and regional agency staff. This close working relationship develops collaboration with community and business stakeholders, and partners effectively with state and federal regulatory agencies.



CAPABILITIES TO MEET YOUR NEEDS

DESIGN SERVICES

- Steel Tanks
- Conventional Reinforced Concrete Reservoirs
- Circular Prestressed Concrete Reservoirs
- Major Transmission Mains
- Interceptor Sewers
- Collections Mains
- Distribution Systems
- Water Pump Stations
- Wastewater Lift Stations
- Well Head Facilities
- Treatment Plants
- General Civil
- Grading Plans
- Storm Drain Facilities
- Street Improvements
- Site Improvements
- Trenchless Technologies
- Microtunnel/Pipe Jacking
- Directional Drill
- Pipebursting
- Sliplining
- Trenchless Rehabilitation
- Pressure Reducing Stations
- Flow Control/Meter Facilities
- Disinfection Facilities
- Cost Estimating

PLANNING SERVICES

- Potable/Wastewater/Recycled Water Master Plans
- Hydraulic Modeling
- Feasibility Studies
- Pipeline/Reservoir Siting Studies
- Preliminary Design Reports
- GIS
- Hydraulic Model Training
- Inflow/Infiltration (I/I) Studies

FLOW MONITORING SERVICES

- Flow Monitoring Services
- Short Term/Long Term
- Permanent
- Manhole Condition Assessment
- Dry and Wet Weather
- Large Pipe Installations
- Inflow/Infiltration (I/I) Studies
- Smoke Testing
- Remote Data Capability
- Data Analysis and Reporting
- Ongoing O&M
- Dye Testing
- Water Sampling
- CCTV Review
- ADFM Installation Specialists
- ADFM Certifications

CONSTRUCTION MANAGEMENT

- Constructability Review
- Value Engineering
- Project Start-Up
- Scheduling/Cost Estimating
- Resident Engineering
- Construction Administration
- Change Order Review & Preparation
- Field Inspection Services
- O&M Manuals
- Record Drawings
- Project Closeout

ELECTRICAL, I & C, SCADA

- Electrical Analysis
- Electrical Design
- Modification/Improvement for Water and Wastewater Treatment Plants
- SCADA Condition Assessment
- SCADA Implementation
- Staff Augmentation

ENVIRONMENTAL SERVICES

- CEQA, NEPA, and Joint Compliance
- Regulatory Permitting (Clean Water Act (CWA), Endangered Species Acts (FESA/CESA), California Lake and Streambed Alteration Agreement (Fish and Game Code §1602))
- Resource-Specific Baseline Surveys, Technical Studies
- Natural Resources and Sensitive Species Management Planning
- Mitigation Planning, Implementation, Monitoring, and Reporting
- NPDES Stormwater Quality Services (QSD/QSP)
- Land Use Compatibility Assessments and Planning
- Phase I Environmental Site Assessments (ESA) Compliance
- Needs and Strategy Advising
- Pre-Construction Surveys & Construction Monitoring
- Community Outreach and Stakeholder Engagement

MUNICIPAL SERVICES

- As-Needed Engineering Staff Extension
- Plan Checking and Development Review
- Streetscape and Traffic Calming
- Capital Improvement Program Management
- NPDES Stormwater Quality Management Programs
- Grant Funds Procurement
- Assessment Engineering
- Permitting Support
- Municipal Consulting/Strategic Planning

Local agencies like you get our unique management approach, which carefully monitors program effectiveness and closely tracks work quality and cost. With these abilities and proven processes, our clients get a partner that routinely delivers projects under aggressive schedules and provides careful management, administration, and oversight of project development teams from inception to completion with committed and complete ownership of all aspects.

ARDURRA'S HISTORY

In 2017, a number of firms combined to offer a broader range of services to clients across the country. These firms included King Engineering Associates, Inc., Ardurra Group, LLC, BCG Engineering, Inc., 3PL Consulting, Inc., CG|3PL Engineering, DPC, Stouten Cramer, Inc., and Criser Troutman Tanner Consulting Engineers, Inc. Combined, the group was renamed Ardurra Group, Inc. and offered a large pool of experts with the same commitment to quality service and community contributions. Many of these companies were established in the 70's and 80's, offering decades of experience. Through these and more acquisitions, Ardurra grew from 230 employees in 11 offices in 2017 to more than 1,250 employees in 70 offices nationwide by the end of 2022, as shown in the illustration.



STRENGTH & STABILITY

Ardurra Group Inc., is a firm of strong financial health, including steady revenue, strong backlog, stabilized expenses and positive cash flow. The business has grown substantially since its roots dating back more than 65 years. Incorporated in 1977, the company has maintained profitability and built positive net worth on its balance sheet.

There is no history of bankruptcy and no pending bankruptcies, no planned office closures or impending merger plans, and no litigation that would affect the successful delivery of this contract.

We are in good standing with the State of California and in full compliance with state and federal Equal Employment Opportunity laws and regulations.

CALIFORNIA LOCATIONS

We currently have nine office locations with more than 200 employees throughout California. As neighbors—with our nearby offices in Newport Beach and El Segundo, and many of our team members being residents of surrounding communities—we are deeply invested in the City's success. With more than 120 professionals in Southern California, we have the depth of resources to respond quickly to your needs. Below is a list of our California office locations.

Newport Beach Office 3737 Birch Street, Suite 250 Newport Beach, CA 92660 949.428.1500	Oceanside Office 301 Mission Avenue, Suite 202 Oceanside, CA 92054 760.529.0795	Oakdale Office 440 S. Yosemite Avenue, Suite A Oakdale, CA 95361 209.847.8726
Los Angeles Office 1960 E. Grand Avenue, Suite 300 El Segundo, CA 90245 310.359.1203	San Diego Office 14271 Danielson Street Poway, CA 92064 619.413.2400	Bay Area Office 1735 North First Street, Suite 304 San Jose, CA 95112 408.495.4107
Riverside County Office 43410 Business Park Drive Temecula, CA 92590 951.396.4980	Central Valley Office 9100 Ming Avenue, Suite 202 Bakersfield, CA 93309 661.529.2190	Sacramento Office 2515 Venture Oaks Way, Suite 120 Sacramento, CA 95833 916.314.0413

SUBCONSULTANTS

Our service is greatly facilitated by the working relationships we have in place with our local specialty subconsultants. Ardurra has worked extensively with these exceptional firms. This long-standing alliance enables a streamlined approach and smooth coordination. Below is a list of our subconsultant partners and their role on this contract, followed by a brief overview of the qualifications of each firm.



BCRCONSULTING LLC

BCR Consulting LLC | Archaeology, Paleontology, and Historical Resources

BCR Consulting is made up of a highly qualified team of professionals that provide cultural resource compliance services for publicly and privately funded projects pursuant to the California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act (NHPA), and the National Environmental Policy Act (NEPA). BCR Consulting clients are accustomed to receiving excellent results ahead of schedule and within budget limits. Fields of specialization are detailed below and include archaeology (both prehistoric and historic), historic preservation (history and architectural history), paleontology, and geographic information systems (GIS). BCR Consulting is based in Claremont, California, with offices in Napa, Tehachapi, and San Diego, California. This allows the firm to expedite projects throughout the entire state at extremely competitive rates.

The BCR Consulting management team exceeds the Secretary of the Interior's Professional Qualification Standards for cultural resource management. The management team quickly and effectively prepares and carries out complex cultural resource scopes of work. Careful maintenance of an in-house database allows scoping for positive findings prior to conducting fieldwork, which minimizes the need for contract augmentations and helps to expedite production of superior technical reports.

BCR Consulting is a certified Small Business Enterprise (SBE), recognized by the Coalition of Southern California Public Agencies. BCR Consulting maintains the necessary permits and insurance to perform all phases of cultural resource work on public and private land.



CL Surveying & Mapping | Surveying

CL Surveying & Mapping, founded in 2007, is a Certified DBE, MBE and SBE Land Surveying Firm with 3 licensed Professional Land Surveyors. CL Surveying's teams of qualified and experienced surveyors provide clients the most cost-efficient, professional and personalized services in the industry. The firm's principals are all experienced, licensed land surveyors; and are signatory to the labor agreement with the Operating Engineers Local 12 allowing the firm to access a large pool of experienced surveyors to staff any size project.

Working with clients in the public and private sectors, CL Surveying prepares records of survey, engineering drawings, stake-out services, as-built surveys, parcel maps and parcel map exemption applications (lot line adjustments), tract maps, legal descriptions and ALTA Surveys. Staff is well-versed and proficient in the preparation of legal descriptions and exhibit maps for easements and property descriptions. Staff provides field and office survey services for construction staking of utilities, street construction and site developments; and prepares design surveys as base mapping for street improvement designs, utility routing, drainage studies and site development or redevelopment. CL Surveying is expert in the integration of field survey and record data with digital aerial mapping and orthophotography.

CL Surveying currently has 28 employees spread over two offices located in Southern California. The corporate office is located in Corona, and a field office is in San Diego.



ELMT Consulting | Biology

ELMT is the leader in the field of environmental resources and planning, offers full service biological consulting services specializing in endangered species compliance.

- Biological Inventories
- Jurisdictional Delineations
- Vegetation/Sensitive Habitat Mapping
- Focused Endangered Species Surveys
- Sensitive Plant Surveys
- Impact Assessments
- Mitigation/Conservation Planning
- Resource Management Plans
- Revegetation/Restoration Planning
- Endangered Species Permitting
- Regulatory Permitting

ELMT has expert in-house biologists experienced in the Federal and State Endangered Species Acts, Migratory Bird Treaty Act, California Department of Fish and Game Code, Clean Water Act, and biological analysis under CEQA and NEPA. ELMT's relationships with wildlife agencies, regulatory agencies, federal land managers and various conservation groups allow the firm to serve as a liaison between the applicant and these agencies/organizations.



Ganddini Group, Inc. | Traffic, Air, and Noise

Ganddini Group, Inc., is a technical consulting services firm dedicated to helping our clients succeed through a context-sensitive and cost-effective approach to every project. Ganddini Group's team consists of licensed engineers and highly qualified environmental specialists offering expertise in transportation planning, traffic engineering, parking, noise and vibration, air quality, greenhouse gas, and energy, with a strong emphasis in the preparation of technical studies for CEQA compliance.

The firm's transportation team consists of licensed engineers and experienced transportation planners highly knowledgeable of industry standards such as the Highway Capacity Manual, Caltrans Highway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, California Manual on Uniform Traffic Control Devices (CA MUTCD), ITE Trip Generation and Parking Generation Manuals, and the Urban Land Institute (ULI) Shared Parking method. Technical knowledge is supplemented with the latest software applications for traffic and parking analysis, such as Vistro, Synchro/SimTraffic, Highway Capacity Software, and the ULI Shared Parking Model.

Ganddini Group's noise and air quality team consists of highly educated environmental analysts with a successful history of preparing a comprehensive range of technical analyses, including acoustical modeling, regulatory review and impact assessment, emissions inventories, greenhouse gas/climate change analysis, air dispersion modeling, and energy consumption. Ganddini Group is proficient in the various software programs necessary for noise, air quality, and related analyses, including Sound32, TNM, SoundPLAN, RCNM, FHWA Traffic Noise Prediction Model, CalEEMod, AERMOD, EMFAC, and CALINE.



GMU | Geotechnical

Established in 1967, GMU has built a long reputation as a trusted consultant for some of the most challenging and recognizable projects located throughout Southern California. GMU approaches each project with the objective of developing innovative pavement and geotechnical engineering solutions. GMU makes it a goal to find cost-effective and implementable solutions.

Client history and retention attest to GMU's commitment to service excellence. GMU's 50+ years of service excellence has been validated by over 50 awards and special recognition, while also providing on-time/on-budget performance. Acknowledgment of the firm's achievements has come from national organizations such as CELSOC to regional accolades such as CalGeo and local chapters of ASCE and APWA. GMU is continually ranked by the County of Orange as one of the top geotechnical and pavement consulting firms in Orange County.

GMU's office is located in Rancho Santa Margarita with a team of 45, including highly qualified professional engineers, geologists, and engineering technicians with experience in all phases of pavement engineering, geotechnical engineering, engineering geology, and materials testing. GMU's staff includes seven professional and geotechnical engineers licensed in California, six certified engineering geologists licensed in California, and five pavement engineers with experience in all phases of pavement engineering.

GMU's engineering technicians and registered special inspectors have an average of 15 to 25+ years of experience. Engineering technicians hold certifications from Caltrans, American Concrete Institute (ACI), International Code Council (ICC), American Welding Society (AWS), and County of Orange. GMU's in-house laboratory is approved by Caltrans, AASHTO Materials Reference Lab (AMRL), County of Orange, and other public agencies.



IDS Group | Architecture and Mechanical, HVAC

IDS Group (IDS) is a multidisciplinary engineering and architectural consulting firm with roots spanning over 60 years. Widely recognized for its core values of quality, innovation, efficiency, and safety, IDS has successfully provided turn-key design and management solutions to the building and infrastructure industries with state-of-the-art sustainable projects throughout the United States, Middle East, Europe, and Asia. IDS's integrated design team provides added value through its specialized divisions, including structural, mechanical, plumbing, and electrical and civil engineering, as well as power and energy and architecture by operating under the same QA/QC principles and seamlessly coordinating the sharing of project data. IDS corporate infrastructure creates optimum utilization of resources for its staff of nearly 80 professionals, maximizing service efficiency. IDS Group is headquartered in Irvine, with offices in Los Angeles, San Diego, Arizona, and Abu Dhabi.



Kelsey Structural | Structural

Kelsey Structural was founded in 2014 by Guy Kelsey, a San Diego native who has structural engineering experience with a wide array of structure types, encompassing water and wastewater treatment plants, water storage reservoirs and facilities, infrastructure and military buildings, commercial buildings, and residential structures. The primary purpose of Kelsey Structural is to provide efficient subconsultant design services that exceed clients' expectations. Kelsey Structural's objective is to ensure the success of its clientele by providing innovative structural engineering expertise to meet project goals and deadlines. Kelsey Structural takes pride in its design services and strives to build strong client relationships based on trust, hard work, and performance.



Kyle Groundwater | Hydrogeology

KYLE Groundwater, Inc., was founded in 2018 in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients. We have established a local client base of engineers, water agencies, and purveyors and are continuing to grow. We have a reputation of approaching each of our projects with fresh eyes and providing a high-quality customized work product. We hold the philosophy that an honest, well-thought-out, innovative, and scientifically-based approach coupled with a high-quality work product, leads to success. Services include:

- Water Wells
 - Siting
 - Feasibility Studies
 - Permitting
 - Preliminary Design
 - Technical Specifications
 - Bidding
 - Construction Management
 - Construction Inspection
 - Final Design
 - Well Development
 - Aquifer Testing
 - Water Quality Sampling
 - Peer Review
- Groundwater Exploration
 - Exploratory Drilling
 - Test Wells
 - Monitoring Wells
 - Depth-Specific Sampling
 - Well Canvassing
- Well Rehabilitation & Redevelopment
 - Well Condition Assessment
 - Well Efficiency Testing
 - Down-Hole Video Interpretation
 - Flow Profiling
 - Water Quality Assessment
 - Technical Specifications
 - Bidding
 - Mechanical Cleaning
 - Chemical Cleaning
 - Well Modification
 - Well Repair
 - Liner Design
- Groundwater Basin Studies
 - Regional Studies
 - Groundwater Quality Characterization
 - Perennial Yield Estimates
 - Artificial Recharge Feasibility
 - Well Field Optimization
 - Groundwater Protection
- Permitting Support
 - Water Supply Studies
 - Source Assessments
 - Domestic Water Supply Permit
 - NPDES
 - Control Zone Compliance
 - Setback Compliance
 - Water Rights Inquiries
 - Professional Opinion
- Technical Specifications
 - Mobilization
 - Conductor Casing & Sanitary Seal
 - Pilot Borehole Drilling
 - Geophysical Logging
 - Isolated Aquifer Zone Testing
 - Borehole Reaming
 - Well Construction
 - Initial & Final Well Development
 - Aquifer Testing
 - Flowmeter Survey
 - Plumbness & Alignment Survey



RFYeager Engineering | Corrosion

RFYeager Engineering is a DVBE/SBE, SLBE/ELBE, and SCOOP certified corrosion engineering firm providing work primarily in the water and wastewater industries since 2004. RFYeager Engineering has extensive experience in corrosivity assessments, corrosion control/cathodic protection designs, corrosion control/cathodic protection inspections, corrosion assessments, and engineering support services. The firm is highly qualified in areas of corrosion control for water and wastewater systems, pipelines, reservoirs, treatment plants, pump stations, and pressure reducing stations. All work is conducted under qualified and certified personnel with over 60 years of combined experience and service in the corrosion engineering industry. As corrosion engineers, RFYeager Engineering's goal is to ensure the preservation of existing facilities and to maximize the life of new facilities. RFYeager Engineering has the expertise needed to recommend solutions to a variety of corrosion control issues, which ultimately saves clients time and money.

2) EXPERIENCE WITH LOCAL AGENCIES

Ardurra has successfully delivered hundreds of projects and has served as extension of staff providing various engineering, municipal, construction management, and inspection services to numerous public agencies throughout Southern California in the last five years. Our staff has extensive experience with a multitude of local municipal, water, wastewater, and recycled water agencies. Our local projects have given us experience with local, state, and federal regulatory/resource agencies such as the California Coastal Commission, Regional Water Quality Control Board, California Department of Fish and Game, U.S. Fish and Wildlife Service, Army Corps of Engineers, U.S. Navy, Caltrans, Transit Districts, and others. We are thoroughly familiar with the local policies and procedures affecting pipeline and underground utility construction.

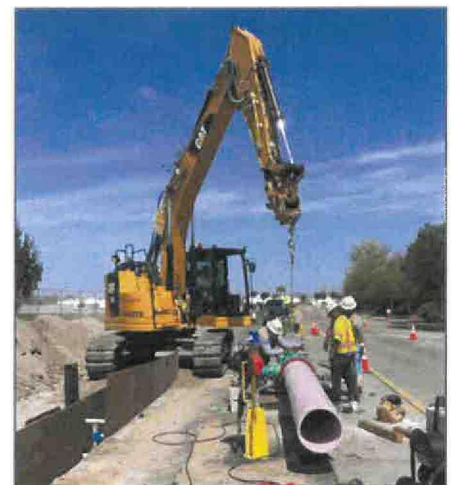
Our experience has led us to be involved in coordinating with many of the local franchise and public utility companies. From coordinating utility mark-outs, obtaining record drawings, potholing, conflict resolutions, and extension of services, to formation of assessment districts, we have worked with SDG&E, SBC Pacific Bell, Cable TV and Fiber Optic companies, and other utility agencies. We have working relationships with individuals at many of the utility companies, which will prove invaluable during utility coordination components of projects. In addition, we are members of the USA Dig-Alert network, which provides us with instant online access to a listing of all utility companies with facilities in the project area.

Having worked for many of the public agencies throughout Southern California, we have a working knowledge of local codes, standards, and permit requirements. Our team members have prepared plat and legal documents, as well as environmental documents requiring a full range of mitigation measures for habitat, wildlife, archaeological, traffic, noise, etc. We will add required mitigation measures to the plans and specifications as necessary to obtain approval from the regulatory agencies with jurisdictional control over the project.

Our staff is active in local professional and engineering societies including the American Water Works Association, American Society of Civil Engineers, American Public Works Association, Society of Women Engineers, etc. Our local involvement extends beyond professional societies and into personal commitments to the community. We believe that the work we do improves the quality of life of our community. Our staff members are involved in local charities, church groups, civic organizations, and mentoring programs. We provide internships to local university students and provides donations for scholarship funds.

Below is a partial list of our recent on-call contracts in the region.

- South Coast Water District On-Call Engineering
- Anaheim Public Utilities Department As-Needed Engineering and Hydraulic Modeling
- City of Hawaiian Gardens On-Call City Engineering/Construction Management/Testing and Inspection Services
- Huntington Beach On-Call Civil Engineering, Surveying, and Professional Consulting Services
- Orange County Project Management
- City of Cypress On-Call City Engineering/Construction Management/Testing and Inspection Services
- Leucadia Wastewater District As-Needed Engineering Design Services
- Signal Hill On-Call City Engineering Services
- Seal Beach Municipal Engineering and Project Management
- Lake Forest On-Call Municipal Engineering
- Laguna Hills On-Call Municipal Engineering and Project Management
- Anaheim Project/Construction Management for Various CIP Projects
- City of Long Beach On-Call Program/Project Management Public Works CIP
- City of Ontario On-Call Construction Management and Inspection Services
- City of Manhattan Beach On-Call Project Management Services for Various Projects
- City of Lakewood City Engineering Services/CIP Development Services
- City of Long Beach Alamitos Beach Concession Building
- City of Laguna Beach Project Management
- Long Beach Water Dept. Engineering Services for CIP Program/Project Management
- Elsinore Valley Municipal Water District Near Term Water Supply & CIP Program Management
- Oceanside As-Needed Project Management Services
- Coachella Valley Water District On-Call Project Management Support Services



CITY OF FULLERTON EXPERIENCE

We are familiar with the City of Fullerton and sensitive to the needs of the community, having assisted the City with the following projects:

- **On-Call Public Works Inspection Services (2022)** – Performed public works inspection services including observing micro-trenching activities for the installation of fiber optic conduits within the City's right-of-way; and monitoring traffic control placement, asphalt & base removals up to required elevation, installation of conduits, backfilling, compaction of trench and repaving of roadway per City standards. Also responsible for verifying that the contractor's BMPs comply with plans.
- **State College Boulevard Grade Separation (2017)** – Served as project manager overseeing this complex project undertaken by the OCTA and the City of Fullerton. The project included an underpass on State College Boulevard just south of Commonwealth Avenue. The project enhanced motorist and pedestrian safety at the location. By driving through the underpass, vehicles and pedestrians no longer cross the same double railroad tracks used by several passenger and freight trains each day. As resident engineer, Ardurra's project manager oversaw all aspects of the project, including safety and quality assurance programs. Responsibilities included directing the field and office construction management team and issuing field and contract directives; reviewing all change order requests; preparing independent cost estimates and conducting price negotiations; answering field questions; proactively solving unforeseen plan conflicts; and responding to requests for information (RFIs) and submittals.

3) SIMILAR PROJECTS/CONTRACTS

ON-CALL ASSIGNMENTS IS WHAT WE DO

Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with agencies throughout California. Our team's experience, together with our constant team communication and our quality control approach, has provided us with a solid track record of meeting schedules, effectively adapting to unforeseen challenges, and maintaining costs.

Our team has the experience and resources to match the services detailed in the RFQ, and then some. Below is a brief overview of our experience with different types of projects. This overview is followed by descriptions of some of our recent and similar on-call contracts.

Planning/Hydraulic Modeling

To assist agencies with moving master planned projects to the next level of detail, Ardurra is often called upon to prepare the preliminary design for a specific facility. We can also prepare water supply assessment for new development. These projects help our clients reach decisions about hydraulic analysis and pump selection, lift station site layouts, and construction phasing. In many instances, the preparation of such a preliminary design is the first step that we perform as part of the overall facility design. Example projects include:

- Anaheim Public Utilities Department As-Needed Engineering and Hydraulic Modeling (Ardurra is the primary hydraulic modeling firm supporting the City)
- City of El Monte Sewer Master Plan and GIS Improvements (development of a sewer GIS database and associated sewer atlas maps through record drawing conversion; CCTV inspection of 330,000 LF sewer main; development of hydraulic model using InfoSWMM; asset management plan using CapPlan for InfoSWMM)
- City of Hesperia Water, Wastewater, and Recycled Water Master Plan (preparation of a water, wastewater, and recycled water master plan update that included the development of a water, sewer, and recycled water system hydraulic model through GIS integration, system demand projections to the year 2040, and a capital improvement program)
- City of Oceanside As-Needed Hydraulic Modeling Services [water and sewer hydraulic modeling (InfoWater and InfoSWMM) to perform water and sewer utility impact studies for proposed developments within the city]
- Elsinore Valley Municipal Water District Water and Sewer Utility Impact Study (digitized proposed water and sewer facilities into water and sewer models and performed hydraulic analysis to confirm the recommended sizes for the proposed water lines, water booster station, and sewer lines)

Pipeline Design

Our team's pipeline experience with public agencies extends from alignment planning and hydraulic modeling to condition assessment and rehabilitation of existing pipelines. Trenchless pipeline design and construction is also one of our specialties.

Our pipeline experience encompasses water and recycled water pipes, gravity sewers and force mains, with sizes up to 96-inch diameter and all pipe types including commonly used welded steel, PVC, and DI, as well as pipe materials selected for special applications such as FRP, and HDPE and fusible PVC for trenchless construction. Our services have spanned hydraulic analyses, alignment studies, preliminary and final design, and construction support. We are experienced at designing and constructing pipelines under emergency conditions, through sensitive habitats and creeks, in highly developed residential areas, across open rural property, and within existing pavement traveled by daily commuters. Some example pipeline projects include:

- South Coast Water District Via Sacramento Water Main Improvements (560 LF of 8-inch ACP with 8-inch PVC pipe, 10 services, 2 fire hydrants, and 1 valve cluster)
- Vallecitos Water District High Point Waterline (condition assessment)
- City of Pomona District 1, 4, & 6 Water Main Replacement (11,127 LF 6-inch, 16-inch, and 18-inch ductile iron)
- City of San Diego Upas Street Pipeline Replacement (14,980 LF 8-inch to 12-inch PVC; 8,160 LF 24-inch CML&C; 1,640 LF 30-inch HDPE HDD)
- Fallbrook Public Utility District Santa Margarita Conjunctive Use Project Pipelines (2 miles 24-inch CML&C)
- City of Carlsbad La Costa Recycled Water Pipeline (5,800 LF 8-inch PVC)
- City of Solana Beach Recycled Water Pipeline Extension – Phase 1 (5,900 LF 4-inch to 6-inch PVC)
- Leucadia Wastewater District Recycled Water Pipeline Repair Project (381 LF HDD 14-inch fusible PVC)
- Vallecitos Water District Discovery Street Sewer Replacement (4,000 LF 12-inch/15-inch gravity sewer)
- Vallecitos Water District Land Outfall Canyon (6,000 LF 24-inch DIP inverted siphon sewer)
- City of Encinitas Olivenhain Trunk Sewer Improvements (2,800 LF 15-inch trunk sewer)
- City of Oceanside Buena Vista Force Main Replacement (9,000 LF 24-inch PVC Auger bore & microtunnel)
- City of Oceanside Condition Assessment and Sewer Improvements (17,000 LF 24-inch sewer; 12,000 LF 42-inch force main)

Lift/Pump Stations

Our lift/pump station experience encompasses the design and condition assessment of pumping systems ranging from 130 gpm to 11,000+ gpm capacities and includes under constant- and variable-speed pumping conditions. Our experience includes siting studies, conceptual and final design of facilities located in areas constrained by existing improvements, high volume traffic, or environmentally sensitive habitat. We have completed numerous designs requiring the continued operation of existing pumping systems or joint-use facilities during construction with special requirements for temporary pumping and highlining of existing facilities, and commissioning of new facilities. Example projects include:

- Eastern Municipal Water District Murrieta Road Booster Pump Station (10,400 gpm potable water pump station)
- City of Oceanside 511 Pump Station (3,125 gpm potable water pump station)
- Eastern Municipal Water District Post Road Booster Pump Station (275 gpm pump station)
- City of Mountain View Graham Pump Station (10,000 gpm pump station, 900 gpm well)
- Olivenhain Municipal Water District Village Park Recycled Water Project [1,200 gpm (prefabricated) potable water pump station]
- Helix Water District Calavo Pump Station (3,000 gpm pump station)



Village Park Recycled Water Project
Olivenhain Municipal Water District

Water Storage Tanks

Ardurra has extensive experience on a variety of reservoir and storage facility planning and design projects, including several reservoir rehabilitation projects. Our experience encompasses both small and large facilities, from prestressed concrete to steel, ranging from 0.10 MG to 53.0 MG; including the world's largest prestressed concrete reservoir – Vallecitos Water District's 40.0 MG Twin Oaks Reservoir No. 2. Example projects include:

- Vallecitos Water District Wulff Tank Replacement (0.35 MG steel tank)
- California Water Service Company Stations 119 & 120 Tanks (two 0.4 MG concrete tanks)

- City of San Diego Miramar Clearwells (two 29.5 MG partially buried/rectangular/cast-in-place clearwell basins with hopper bottoms)
- City of Mountain View Graham Reservoir (8.0 MG buried, circular, prestressed concrete tank)
- Eastern Municipal Water District Post Road (Ellis) Tank Replacement (3.5 MG welded steel tank)

Wells

Our well experience includes production and monitoring wells constructed in various aquifer types including alluvium, fractured rock, and others. Some example projects include:

- City of Menlo Park Water Supply Emergency Backup Well Facility at City Corporation Yard (200-hp deep well submersible pump 5,000 gallon hydropneumatic tank)
- Elsinore Valley Municipal Water District Flagler Wells Project (conversion of two agricultural wells to potable service installation of vertical turbine well pumps)
- Elsinore Valley Municipal Water District Palomar Well Project (2,520 LF 16-inch PVC well flushing pipeline, 20-inch 1,000 deep new potable well designed at 1,200 gpm)
- Rancho California Water District Equipping Well 240 & Well 205 Replacement (demolition of existing Well 205; site plan and equipping for new Well 240 1,800 gpm vertical turbine wellhead)



Wulff Tank Replacement Project
Vallecitos Water District

Water/Wastewater Treatment Plants

Ardurra has worked on several process modifications to both water and wastewater treatment plants of sizes ranging from small, medium, and large throughout California. These improvements have helped our clients mitigate flow violations, comply with regulatory requirements, and upgrade treatment plant processes to optimize plant operations. Example projects include:

- City of San Diego Alvarado Algae Plugging of Ozone Sample Lines Process Assistance (120 MGD plant)
- Fallbrook Public Utility District Santa Margarita Conjunctive Use Project (new 8 MGD RO plant)
- Leucadia Wastewater District Gafner Advanced Water Treatment Plant Rehabilitation (1.0 MGD plant)
- San Jose-Santa Clara Regional Wastewater Facility Emergency Diesel Generator Package 2A (110 MGD plant design-build)
- Lake Arrowhead Community Services District Bernina Water Treatment Plant Modifications (process upgrades, 4 MGD)

Stormwater Facilities

Ardurra has designed numerous storm drain and stormwater facilities including collection systems, and complex pump stations and rehabilitation projects. Some examples include:

- City of San Diego Mission Hills NE Storm Drain Project (replacement of 9 existing corrugated metal pipe storm drain facilities)
- City of San Diego San Carlos Storm Drain Project (6,500 feet of 18- to 54-inch storm drains to replace deteriorated facilities)
- City of Sunnyvale Storm Pump Station No. 1 (two engine-driven pumps, 21,000 gpm each; one electric pump, 8,000 gpm)

Environmental Compliance

We are known for providing robust and reader-friendly documents that are practical yet defensible, and are based on current legal precedents that shape CEQA/NEPA implementation. We understand that the lead agency often has more than one option in terms of how to proceed through environmental reviews, and that CEQA/NEPA compliance may require choices based on a balance between schedule urgency, cost, community sentiment, and risk of legal challenge. Our central responsibility is providing our clients with the information needed to consider the pro's, con's and potential outcomes of all options, allowing the client to make the best and most informed choices for project and long-term success. Examples of our environmental services are presented below:



San Elijo Hills Pump Station
Vallecitos Water District

- Vallecitos Water District San Elijo Hills Pump Station – Program EIR Addendum Agency Negotiations (Permit Triggers Avoided)
- City of Encinitas Olivenhain Trunk Sewer Improvements Project – EIR, CEQA Technical Studies and Community Outreach
- City of Menlo Park Emergency Water Supply Program – CEQA Constraints Assessment, Community Outreach, & Water Well Siting Evaluations
- Oceanside Boulevard Lift Station – Alternatives Development, IS/MND, and Community Outreach

Construction Management

The objective of the construction management team is to achieve a quality project on time and within budget while maintaining a safe construction site. The most important aspect of construction support service is documentation. All Ardurra construction personnel are well-versed in CPM scheduling, construction means and methods, WATCH requirements, and Greenbook General Specifications. Not only is Ardurra successful at delivering CM and inspection services, but our CM and inspection professionals are considered leaders in the industry. They are frequently engaged to train public agency staffs and develop or improve standardized public agency department systems, procedures, and processes that incorporate industry best practices across capital project and development permit delivery.

Our CM team has experience with a wide range of projects, including water and sewer treatment and pumping facilities, storage, pipeline installation/rehabilitation, pavement rehabilitation, sidewalk and ADA pedestrian ramp installation, drainage improvement, and streetscape revitalization involving roadway reconstruction, decorative concrete sidewalks, landscaping, irrigation, traffic signals, and street lighting.

Examples of our construction management services are presented below:

- Long Beach Water Department Equipping of Well Commission 22A (0-0746)
- City of Oceanside Lower 1 Recycled Water Conveyance
- City of Anaheim La Palma Water Complex - Reservoir Rehabilitation and Pump Station Replacement
- City of Anaheim Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRRA
- Elsinore Valley Municipal Water District Clay Canyon and City Reservoir Steel Tank Rehabilitation Projects
- Helix Water District Calavo Pump Station and El Cajon Tank Modification Project
- City of Carlsbad Foxes Landing Lift Station Upgrades
- City of Carlsbad Poinsettia Lift Station Standby Pump System

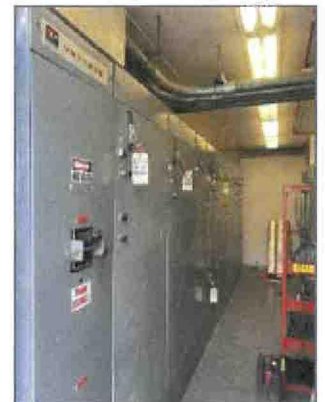


La Palma Water Complex
City of Anaheim

Electrical, Instrumentation & Control and SCADA

Our team has experience with design, implementation, and project management of electrical system improvement and SCADA projects for water and wastewater treatment plants. Our expertise includes performing SCADA condition assessments, data analysis, creating HMI and PLC programming standards, and upgrading software and hardware. We have performed significant work helping clients decide how to move forward and then implement new solutions. Ardurra does this by working closely with staff, sometimes as staff augmentation, to learn what their concerns and needs are. Based on our extensive experience we then make recommendations on how to remedy those concerns. Example projects include:

- City of Oceanside Water Department SCADA System Upgrade (overall system redesign, various system and application upgrades, replacement of 3 legacy HMIs and 100 PLCs, installation of 2.4-GHz radio network, installation of over 20 new servers)
- San Bernardino Municipal Water Department 1724 – Electrical Infrastructure Improvements & Digester Gas Beneficial Use Program SCADA Integration and Coordination (installation of over 4,000 LF of mega duct bank to energize the new equipment constructed as a part of SBMWD's Digester Gas Beneficial Use Program)
- City of Oceanside SCADA Extension of Staff (project management and design services for the upgrade of the City's SCADA system)
- Monterey Wastewater Treatment Facility (sequencing batch reactor plant improvements included a new electrical building with new automatic transfer switches, switchboards, motor control centers, variable frequency drives, and panelboards, and a new diesel engine standby generator)



Some example assignments similar to the City's on-call water engineering design RFP are highlighted below. Since these as-needed contracts spanned multiple years and involved numerous projects, we would be happy to provide further information on the projects we managed.

On-call contracts are our "bread and butter," and we are proud that many of our clients renew or extend these contracts.

City of Anaheim Public Utilities Department | As-Needed Engineering

Contact: Jake Hester, Water Engineering and Design Manager, 714.765.4421, jhester@anaheim.net

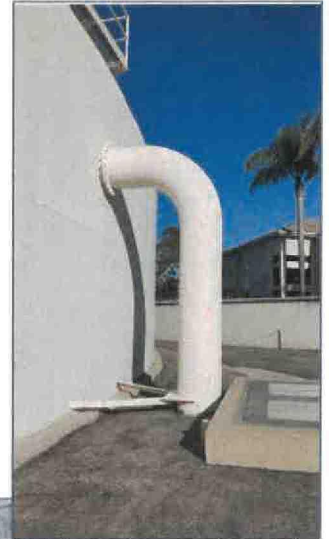
Role: Prime **Services:** Engineering Design **Start:** 2019 **Complete:** Ongoing

Team Members: Rob Weber (Principal-in-Charge/Project Manager); Amy Czajkowski (QA/QC); Patrick Mulvey (Project Manager); Rick Kennedy (Project Manager); Sheila McAtee (Project Engineer); IDS Group (Electrical/Instrumentation)

Under an as-needed engineering contract, Ardurra is currently working on or recently completed the following projects for the City of Anaheim:

- **Oak Hills Reservoir Recoating and Upgrades Project.** This project involves various improvements at the Oak Hills Reservoir site, including recoating of the reservoir exterior roof and spot repair of coating on the exterior walls; reservoir safety upgrades; repairs to the reservoir vents; modifications to the reservoir overflow to meet DDW requirements; modifications to the reservoir cathodic protection system; replacement of the reservoir level sensor; replacement of existing valving and piping on the inlet and outlet pipelines to improve operation of the reservoir and overall water system; installation of new onsite water and sewer connections; and remediation of ground settlement issues in the northwest corner of the site. The project also includes other tasks at different sites nearby the Oak Hills Reservoir site, such as replacement of the existing electrical cabinet at the Summit Inlet/Outlet Structure; and coating touch-up of the recovery vessel and associated piping and appurtenances at the Lenain Wash Water Recovery Facility (LWWRF). Key project components and issues included:

- The existing overflow is not compliant with DDW regulations, creating a risk of cross contamination via the overflow pipe. The piping must be modified to correct this deficiency.
- The NW corner of the site has experienced ground settlement likely due to poor compaction and site features that failed allowing stormwater to reach the subgrade. This area will require remedial grading and compacted and reconstruction of the site paving.
- Schedule was critical to the project, and the project required special permitting for work within the ROW. A separate plan set was generated to expedite the permitting process while the construction contract documents were being finalized.



- **WRDF Present Worth Analysis 2021201-01.** The City tasked Ardurra with the responsibility of reviewing the net present value for three alternative directions moving forward regarding the City of Anaheim Water Recycling Demonstration Facility (WRDF). The three alternatives evaluated include: 1) expanding the facility capacity from 50,000 to 100,000 gpm; 2) shutting down and repurposing the facility; and 3) maintaining the facility as is and proceeding with equipment replacement and maintenance as required for operation. Key project components include evaluating costs in the current climate for capital equipment replacement and additions, maintenance, operations, and labor; determining the fiscal, environmental, political, social, and logistical benefits for each option; and utilizing data from research, analysis, and correspondence with the City to provide a full and accurate picture of the current and possible future status of the City's WRDF.
- **Safety Improvements at 18 Sites.** The project included design services for 18 sites requiring safety upgrades. A Preliminary Design Report was prepared as well as final design services including drawings and specifications. Key components of the project included design of safety handrails, ladder anchor posts, sealed block-self retracting lifeline, fixed ladders, safety guardrails, davit arms, and other safety improvements and retrofits at existing sites.

South Coast Water District | On-Call Engineering

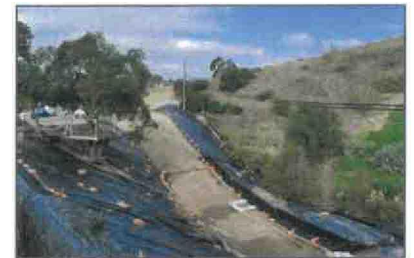
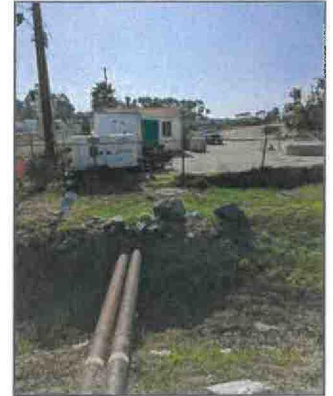
Contact: Taryn Kjolsing, PE, Engineering Manager; 949.342.1154; tkjolsing@scwd.org

Role: Prime **Services:** Engineering Design **Start:** 2021 **Complete:** Ongoing

Team Members: Aric Gnesa (Project Manager); Viet Duy Vo (Design Engineer); Lori Trottier (Environmental Lead)

Ardurra has worked on the following projects under its current on-call contract with South Coast Water District:

- **30 Acres Site Water and Sewer Facilities.** South Coast Water District plans to locate three new portable buildings at the site for District's use as temporary office space. The buildings require new water service, new sewer service, and a new gravity sewer main to connect the site laterals to existing sewer facilities approximately 500 LF south of the building site. The project includes a civil site plan, design of new electrical power service, and communications connection to the District's Groundwater Recover Facility with approximately 2,000 LF of new buried fiber optic. Key project components and issues include:
 - New water and sewer services
 - Electrical service and fiber optic communications
- **LTM Replacement/Repair Options at Calle Vista Torito.** The LTM is approximately 34,000 linear feet (6.5 miles) of pipeline, ranging in size from 24 to 36 inches in diameter, primarily constructed of concrete cylinder pipe (CCP). Due to several recent leaks, the District identified four potential repair, replacement or rehabilitation alternatives. The project includes engineering services to evaluate these alternatives with all pertinent factors, develop additional alternatives if feasible, and provide recommendations. Key project components and issues include:
 - A Planning Study to evaluate repair, relocation, or rehabilitation alternatives
 - Evaluate each alternative based construction cost, schedule, service risk, construction risk, community impact, permitting, and other factors using a pair-wise comparison to weigh each criterion and score each alternative.
- **Via Sacramento Water Main Improvements.** This project involves the replacement of approximately 560 LF of 8-inch ACP with 8-inch PVC pipe, 10 services, 2 fire hydrants, and 1 valve cluster. The existing pipeline is located in the parkway off of Via Sacramento from Camino Capistrano to Via Espinoza in Dana Point. The project includes design, surveying, potholing, and construction phase services. The project also involves developing PS&E for the proposed pipeline replacement. Key project components and issues include:
 - Installing a new 8-inch PVC water main
 - Reconnecting 10 water services
 - Reconnecting an existing fire hydrant
 - Installing a new fire hydrant
 - Replacing an 8-inch x 8-inch x 6-inch tee and valve cluster



City of Seal Beach | Various Public Works Design Projects

Contact: Iris Lee, Public Works Director/City Engineer; 562.431.2527, Ext. 1322; ilee@sealbeachca.gov

Role: Prime **Services:** Engineering Design, Project Management, Constructability Review, Staff Augmentation, Plan Checking, Inspection

Start: 2012 **Complete:** Ongoing

Team Members: Anissa Voyiatzes (Principal-in-Charge); Mark Lewis (Project Manager); Joe Stoakley (Inspector); Chip Vanderbeek (Inspector); Bob Merrell (Hydrology)

Ardurra has completed several projects for the City of Seal Beach during the last 5 years. Engineering services have included providing civil engineering, geotechnical, traffic, and survey services for various projects within the city. Improvements have included the design of water and sewer main reconstruction, alley paving, the upgrade or addition of ADA ramps, pavement rehabilitation, H&H calculations, and the preparation of a proposed storm drain report. Plan check services have included review of the hydrology and hydraulic analysis, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping and planting, WQMP, sewer and water plans. A few projects include:

- **Ocean Place Development.** Providing plan checking and inspection for grading and construction of the road and utility infrastructure that will support Ocean Place, which is a neighborhood of 30 luxury homes in an environmentally sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines. Of importance will be ensuring the use of stormwater management best practices and compliance with the terms of a California Coastal Commission development permit since the project is in an environmentally sensitive area. The project will include a 6.5-acre public park to be turned over to the City by the developer.
- **6th Street Alley Improvement Project.** Improvements include the design of water and sewer main reconstruction, alley paving, installation of empty fiber optic conduit for future fiber, and ancillary improvements followed by concrete paving of the entire width of the alley. The Pump Station #35 project provides for upgraded/new dry well and wet well for the pump station.
- **Ocean Avenue Alley Waterline and Sewer Replacements from Main Street to First Street.** Prepared the design of over 0.5 miles of alley improvements in the downtown area of Seal Beach. The project included the design of sewer and water mains and pavement. As a part of the project, Ardurra completed an extensive utility investigation including significant potholing and GPR to locate the existing utilities. The design also included solving numerous existing drainage problems within the alleys.
- **7th Street Alley Waterline and Sewer Replacement.** Ardurra prepared complete PS&E for the 7th Street Alley Waterline and Sewer Replacements Project CIP No. WT1607. The project consisted of designing the replacement of approximately 450 LF of existing 6-inch water and sewer mains. In conjunction with the utility replacement, rehabilitation of approximately 6,750 SF of asphalt and concrete pavement was also designed.
- **Westminster Avenue Storm Drain Study Report from Seal Beach Boulevard to Federal Storm Channel C01S06.** Ardurra prepared a report to determine the adequate size to replace a trapezoidal open channel drainage facility with a pipe on the north side of Westminster Avenue from Seal Beach Boulevard to the Federal Storm Channel (C01S06). The project required conducting hydrologic studies of the tributary area and develop discharges at various concentration points for 5, 10, 25, and 100-year storm events. Preparation of the report involved coordination with Orange County Flood Control District and meeting with Orange County Public Works staff to discuss the most up-to-date planning for the Federal Storm Channel and to identify the interim and ultimate conditions for the confluence with the Federal Storm Channel. Work also included hydraulic analyses of the existing system with the 5, 10, 25, and 100-year storm flows to establish existing level of protection and facility constraints. Ardurra developed alternative enclosed facilities (box culverts and pipes) to handle the runoff from the 100-year storm event. Cost estimates were prepared including design, construction, and contract administration/inspection for each alternative.



City of Ontario/Ontario Municipal Utilities Company | Ontario Ranch, Phase 2 Water Main Improvements

Contact: Omar Gonzalez, Principal Engineer; 909.395.2578; oegonzalez@ontarioca.gov

Role: Prime **Services:** Engineering Design **Start:** 01/2021 **Complete:** 03/2022

Team Members: Rob Weber (Principal-in-Charge); Dolores Salgado (Project Manager); Dalia Mulato (Design Engineer)

The City of Ontario is anticipating major development within the 925 pressure zone (PZ), including the New Model Colony that began construction in 2021. To meet the immediate water demands of Phase 1 entitlements, the City is moving forward with final design and construction of:

- Approximately 2 miles of 18-inch potable water main in Chino Avenue between Grove Avenue and the Cucamonga Creek channel (1010 PZ), where it will connect to an existing 18-inch potable water main west of the channel crossing
- Approximately 1.5 miles of 42-inch potable water main in Grove Avenue between Eucalyptus Avenue and Chino Avenue (925 PZ), where it will connect to a 24-inch potable water main
- Pressure reducing station at the intersection of Grove Avenue and Chino Avenue to break pressure from the 1010 PZ to 925 PZ

Future development within the 925 PZ is expected in the next several years. To meet future water demands of Phase 2 entitlements, the City hired Ardurra to develop a comprehensive technical study to evaluate and select a preferred alignment for approximately 2.6 miles of a future 42-inch water main. The water main will convey water between the 1010 PZ to a future water supply site, which will include a 9-MG reservoir and two wells with total capacity of 2,500 gpm. The future water supply site will be located on Bon View Avenue north of Francis Street. The future 42-inch water main will convey water north to the future reservoir for storage and convey water south to Phase 2 entitled developments.

Phased development poses a challenge when locating the water mains in streets that are programmed to be widened in the future. The City's Water System Design Criteria states, "Potable water lines shall be located on south side or east side of the street and out of the main traveled lanes of the road where possible. Locate 8 feet from the curb face or berm." The project includes analyzing ROW impacts and providing recommendations.

The new water mains and pressure reducing station are a part of the Ontario Ranch – West, Phase 2 planned region backbone infrastructure, where Phase 1 will allow for the development of up to 5,600 gpm maximum day water demand. New water mains are to be installed prior to roadway widening and ROW acquisition. Alternative alignment locations factor in City standards, existing utilities, existing ROW, and future ROW.

Key Project Components & Issues

- Expedited schedule to meet immediate water demands
- Grove Avenue and Chino Avenue were constructed prior to City being incorporated, so no available Street Improvements plans or records
- Major Southern California Edison corridor, 220kV and 500kV transmission lines along Grove Avenue
- Coordination with multiple stakeholders, including developers, Inland Empire Utilities Agency, San Bernardino County Flood Control District, Southern California Edison (high voltage transmission corridor), Southern California Gas (high priority gas line), private property owners, and the City of Ontario

Ontario Municipal Utilities Company | San Antonio Avenue 30-inch-Diameter Transmission Water Main

Contact: Cynthia Heredia-Torres, Assistant Engineer; 909.395.2647; ctorres@ontarioca.gov

Role: Prime **Services:** Engineering Design **Start:** 07/2019 **Complete:** 03/2022

Team Members: Rob Weber (Principal-in-Charge); Dolores Salgado (Project Manager); Dalia Mulato (Design Engineer); Brandin Checkos (Design Engineer)

The Ontario Municipal Water Company (OMUC) owns a 20-MG reservoir (1212-1A) and a 2-MG reservoir (1212-1B), both located at Fern Reservoir Park on 8th Street between Euclid Avenue and San Antonio Avenue in the city of Upland. The reservoirs serve pressure zone (PZ) 1212 via an existing 18-inch-diameter steel pipeline.

The project proposes to construct a new 30-inch-diameter pipeline that connects to the Reservoir 1212-1A outlet and abandon the existing 18-inch-diameter pipeline in place.

The project consists of approximately 2,900 linear feet of new 30-inch cement mortar lined and coated welded steel pipe (CML&C WSP); and abandonment of approximately 3,700 linear feet of existing 18-inch steel pipe.

Key Project Components & Issues

- Multi-agency coordination included Caltrans, City of Upland, Riverside County Flood Control District, and over 10 utility companies. Phasing the project resolved the issue with concurrent construction projects in the project area.
- Bore and jack required to cross underneath a 144-inch-diameter concrete culvert used for flood control.
- Highly congested utility corridor required preliminary investigations by conducting over 40 utilities potholes to find an available corridor for the 30-inch-diameter water main.
- Geological conditions included hard material and cobbles, indicating that site excavation would be difficult. Ardurra recommended classifying the material characteristics and included pay items for rock removal.

City of Oceanside Water Department | Staff Augmentation– SCADA Services

Contact: Al Ramirez, SCADA Supervisor; 760.801.0068; ARamirez@oceansideca.org

Role: Prime **Services:** SCADA, Engineering Design, Extension of Staff **Start:** 03/2013 **Complete:** 07/2019

Team Members: Chuck Reuck (Project Manager)

Ardurra was chosen by the City as staff augmentation to provide project management and design services to upgrade the City's SCADA system. We were responsible for upgrading software and hardware at four treatment plants and over 70 remote sites.

Our team managed over 50 servers during the conversion process, many of which were virtualized. The work involved replacing over 100 PLCs and replacing two legacy iFix SCADA systems and one standalone Intouch SCADA system and integrated them into one SCADA system running Wonderware System Platform.

As part of the project, we designed new network layouts that increased system autonomy and redundancy. We were heavily involved in troubleshooting the new 2.4-GHz radio network connectivity issues. Additionally, we assisted with implementing new WIMs for department wide use. While working at the City, we attended the Water Loss Prevention class and assisted Oceanside staff in data gathering for their annual water loss audit for 2017 and 2018.

Key Project Components & Issues

- Overall system redesign
- Various system and application upgrades
- Replacement of 3 legacy HMIs and 100 PLCs
- Installation of 2.4-GHz radio network
- Installation of over 20 new servers and 25 Thin clients

City of Anaheim | Capital Improvement Projects Construction Management and Inspection

Contacts: Brenda Medina, Construction Contract Administrator, 714.765.5157, BMedina@anaheim.net; and Jake Hester, Water Engineering and Design Manager, 714.765.4421, jhester@anaheim.net

Services: Project/Construction Management, Inspection, Contract Administration **Start:** 03/2017 **Complete:** Ongoing

Team Members: Dino D'Emilia (Principal-in-Charge); Omar Alameddine (Contract Manager/Construction Manager); Gafur Oyewo (Construction Manager); Dustin Blackwell, Mahina Payo, and Rakan Khraisat (Project/Documents Control)

Ardurra provides PM/CM services to oversee completion of more than \$57 million in capital improvement projects involving telecommunications, structural, water/wastewater, and utility undergrounding. Some representative projects include:

- **Indiana Street Water Main Replacement.** We are proud to have successfully delivered the City with its first water main design-build project. The Indiana Street project consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Imperial Highway and Big Sky Lane Water Main Replacement.** This design-build project consists of the construction of approximately 3,580 LF of 12-inch C909 water main, 1,542 LF of 8-inch C909 water main, and 250 LF of 4-inch C909 water main located along the

intersection of Imperial Highway and Big Sky Lane. This project included the same design-build team of Harris & Associates and Teichert Energy & Utilities Group, Inc. that is working on APU's Holbrook Street Phase 1 Water Main Replacement Project.

- **Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA.** This project for the City's water main crossing the Metrolink/SCRRA on Santa Ana Street consists of boring and jacking trenchless installation method, furnishing and installing approximately 70 LF of 24-inch steel casing pipe (1/2-inch thickness) welded joints and 12-inch zinc-coated ductile iron pipe class 56 and by open-cut construction method, furnishing and installing approximately 75 LF of 12-inch zinc-coated ductile iron pipe class 52. Work also consisted of installing fittings, appurtenances, all valves, and thrust blocks, abandon in place existing water main and water services including interfering portions removal and disposal, pressure test and disinfect the water pipeline, and restoring the site to the original conditions including paving and striping restoration and disposal off site.
- **Olive Street 16-inch Water Main Replacement and Roadway Restoration Project.** Ardurra provided contract administration, construction management, and resident engineer services for completion of the Olive Street 16-inch Water Main Replacement Phase 2 project. The work consisted of mobilization/demobilization to the site, potholing as required, compliance with water pollution prevention and best management practices, and traffic control. The project involved installation of approximately 1,220 LF of 16-inch and 650 LF of restrained DIP, that included approximately 64 LF of 16-inch with 28-inch ID steel casing mainline pipeline jack and bore under BNSF railroad, service lateral tie-in connections, replacement of isolation valves, constructing water service replacements and fire hydrant assemblies, removal of existing fire hydrant assemblies, abandon in place existing water main and appurtenances, main line shut-down/tie-in connection coordination with local businesses, and paving and striping restoration. This project increased system reliability by replacing aging infrastructure. Ardurra also provided as-built review and AutoCAD drafting of final as-built project drawings as part of project closeout services.
- **La Palma Water Complex.** Reservoir Rehabilitation and Pump Station Replacement. Provided contract administration for \$9.3-million reservoir and pump station project. Managed demolition of 3-mg reservoir and pump station. Directed rehabilitation of 4-mg reservoir, construction of new pump station and abandonment of inactive well.
- **Rehabilitation of Pressure Regulating Stations (PRS) 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73.** Ardurra is providing contract administration and CM services for completion of various on-call water utilities projects for the Water Utilities Engineering group. The work consists of contract administration and construction management services for PRS 30, 31, 32, 43, and 73 project, and construction management services overseeing the closeout of the PR-58, M-2 and M-8 projects.



City of Oceanside | Lower 1 Recycled Water Conveyance

Contact: Philip Tunnell, PE, Senior Civil Engineer; 760.435.5848; PTunnell@oceansideca.org
Role: Prime **Services:** Construction Management, Inspection **Start:** 05/2020 **Complete:** Ongoing
Team Members: Scott Adamson (Senior Construction Manager); Anthony Dazzo (Assistant Construction Manager); Rob Fitzgerald (Construction Manager); Bob Barrett (Resident Engineer); Joe McMahon and Josh Fretwell (Senior Construction Inspector)

In order to expand its availability of recycled water and take advantage of the City's new upgraded treatment facility, the City of Oceanside undertook this major pipeline project. This project installed 7+ miles of 8- to 16-inch PVC recycled water main from the San Luis Rey treatment plant to a reservoir on Fire Mountain Drive along El Camino Real. The project began in the residential neighborhoods surrounding the treatment plant and eventually progressed to one of the City's busiest arterial roadways. In addition, the pipeline alignment crossed under the San Luis Rey River via Horizontal Directional Drilled HDPE sleeve. The alignment also included two Jack & Bore tunneled sections involving both NCTD and Caltrans right of way encroachment permits.



Ardurra provided a complete construction management and inspection team for this project. Ardurra's field team consisted of a full-time construction manager and one to two site inspectors depending on the volume of work being performed or number of shifts.

Due to the location of the project, within the San Luis Rey river valley, the project had a significant environmental component. The project MMRP required a number of different bird and plant surveys, as well as sound mitigation measures during breeding seasons. Though most of the alignment was in previously disturbed soils, there were a number of areas that required paleontological and archaeological monitoring as well. Ardurra worked with our subconsultant to provide the required studies and monitoring, and coordinate efforts required by the contractor.

Key Project Components & Issues

- Traffic Control on Major Arterial Roadway
- Caltrans and NCTD Encroachment Permits
- Large Diameter HDD
- Environmentally Sensitive Habitat
- Long-Term Night Operations

4) REFERENCES

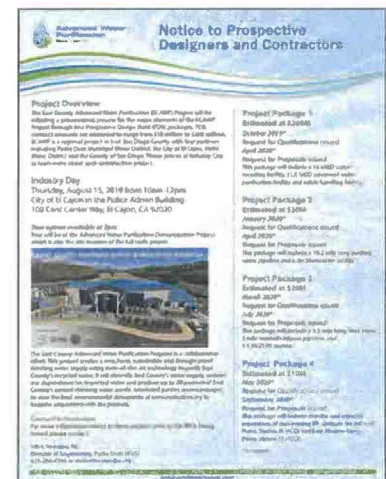
We are proud of our track record of successfully delivering quality services, to which our references will attest.

Agency/Address	Contact Name, Phone, Email	Associated Project
City of Anaheim 200 S. Anaheim Boulevard Anaheim, CA 92807	Jake Hester, Water Engineering and Design Manager 714.765.4421 jhester@anaheim.net	Capital Improvement Projects (ongoing since 2017); As-Needed Engineering (ongoing since 2021)
City of Seal Beach 211 8th Street Seal Beach, CA 90740	Iris Lee, Public Works Director/City Engineer 562.431.2527, Ext. 1322 ilee@sealbeachca.gov	Seal Beach Various Public Works Design Projects (ongoing since 2012)
City of Ontario/Ontario Municipal Utilities Company 1425 S Bon View Avenue Ontario, CA 91761	Omar Gonzalez, Principal Engineer 909.395.2578 oegonzalez@ontarioca.gov	San Antonio Ave 30-inch Diameter Transmission Water Main and Ontario Ranch Phase 2, Water Main Improvements (2022)

5) OTHER SERVICES

In addition to the scope items listed under the Water Engineering Design category in the RFQ, as a full-service firm Ardurra has the resources and experts to offer the following services in-house:

- Civil Engineering Design
- Community Relations
- Construction Inspection
- Labor Compliance
- Master Planning
- Municipal Consulting
- Plan Check
- Program/Project Management
- Staff Augmentation
- Structural Engineering
- Traffic/Transportation Engineering



Example event flyer prepared by Ardurra's Community Relations group



SECTION 2 **WORK PLAN**





2 WORK PLAN

Our goal is to be a true partner with the City, and we share your commitment to maintaining Fullerton's infrastructure and quality of life.



City of Fullerton CIP capital project breakdown
(as shown on the City's website)

1) UNDERSTANDING AND APPROACH

We understand the City's goal is to work with an experienced and reliable multidisciplinary team with strong leadership to supplement the City's engineering staff by providing various engineering services for new and rehabilitation of existing municipal water system facilities as related to the conveyance, storage, treatment, and distribution of water. The City's website shows several water projects under its CIP, such as Christlieb Well 15A Rehabilitation, Hollydale Area Water Main Replacement, Tank Farm Tank 2 Rehabilitation, Well 6 Rehabilitation, and Well 7A Equipping and Distribution Pipeline Replacement.

This on-call contract consists of an initial 3-year term, with a City option for an additional 2-year extension. General areas of work may entail the following services, as listed in the RFQ:

- Design package preparation for new conveyance and distribution water system improvements and/or rehabilitation of existing facilities.
- Design package preparation for multi-discipline improvements or repairs to storage tanks, pump stations, wells, etc.
- Preparation of project technical provisions.
- Preparation of detailed cost estimates.
- Preparation of studies and analyses of water system facilities such as storage tanks, pump stations, wells, etc.
- Provide pipeline assessment and pipeline integrity testing.
- Perform surge and fire flow analyses.
- Perform hydraulic calculations & modeling.
- Provide regulatory and environmental compliance support, including jurisdictional permitting services.
- Provide equipment condition assessment and testing.
- Provide plan check services and technical guidance on civil, mechanical, structural, hydrogeology, electrical, and instrumentation and control (I&C) designs.
- Provide technical guidance on water treatment processes including problem-solving consultations.
- Provide construction management support services.
- Provide SCADA integration consulting for water systems.

In our team organization chart on page 30, we matched our resources to each element of the scope. As demonstrated in the Relevant Project Experience section (starting on page 7), we have the experience necessary to respond to the City's needs.

This section includes our typical approach to providing on-call engineering services and our general approach to construction management. Our time-tested proactive approach will be incorporated into your projects to ensure quality control from start to finish.

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

With a large contingent of local resources to draw from, the Ardurra project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Ardurra can respond within a day to meet with the City. This helps keep the project momentum moving forward so that the Ardurra team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, Ardurra has the technical expertise and experience to provide all project types as requested in the RFP as well as the administrative management experience for all funding sources used to support your CIP program.

GENERAL TASK APPROACH

Once a project has been identified through the master planning process, it must be brought to preliminary design through a careful evaluation of size, alignment or layout, location, constraints, costs, and O&M requirements, all of which must be thoroughly vetted with the appropriate City departments. Once there is consensus on the project elements, final design can commence and move forward in a focused and cost-effective manner. The specific technical approach we would employ will depend on the nature of the specific task at hand. Presented below is an overview of the steps that are common to most Ardurra's pipeline, tank, and pump station design tasks.

- **Kickoff.** Meet with the City and visit the project site to gain a thorough understanding of the project parameters, goals, constraints, and measures of success. Assign the right team for the task.
- **Scoping.** Prepare a clear and concise scope of services that describes the project. Keep the City's team and project manager apprised of any factors that may affect the project budget or schedule so that there is time to identify and implement agreed-upon adjustments. Ardurra will consider the following during development of each project scope:
 - Think creatively to generate a broad range of potential solutions. For example, look for opportunities to modify or combine the project with other proximate facilities to simplify/improve City operations or reduce costs.
 - Identify project opportunities that may allow the City to delay capital costs or reduce operational costs. For example, on the discharge side of a pump station, selecting a slightly oversized pipe may yield significant long-term energy savings that outweigh the added cost of the pipe.
 - Make early assessment of potential environmental triggers and seek to configure the project and/or incorporate features that will streamline regulatory compliance by avoiding or reducing trigger conditions.
 - Reference the appropriate City guidelines. Think about possible guideline modifications that may benefit the City and forward these as suggestions for the City to consider.
- **Work Plan.** Execute the work independently, but with enough communication that the City knows the progress and decisions being made. Obtain City input and reviews at appropriate stages. Where appropriate, conduct workshops with presentations to review the project progress and achieve consensus on key project decisions. This will streamline the design review process and promote stakeholder “buy-in” to the final recommendations. Look out for potential challenges or time sensitive factors such as permitting and ROW acquisition.
- **Reports.** Prepare technical memoranda or project reports that describe the background information, data, assumptions, and analysis approach utilized. Use clearly labeled graphics and tables, and provide a thorough description of the basis for the recommendations made. Our written documents are well-organized, easy to read, and tailored to the audience, with a concise Executive Summary section for documents to be reviewed by senior management.
- **EOPCC.** Develop Engineer's Opinion of Probable Construction Costs (EOPCC) that utilize locally representative unit cost factors, reflect the level of detail used to define the project, and include appropriate levels of contingency based on well-established methods by the American Association of Cost Engineers.

- **QA/QC.** Perform ongoing quality control during project execution. This entails QC at multiple levels—from the project engineer checking his/her work, to the “arms-length” review of project deliverables by a senior staff member prior to submittal to the City.
- **Attitude.** Provide our services in the spirit of a positive and collaborative team environment, resulting in cost-efficient and successful projects.

Critical Technical Elements

Our design team's technical approach involves considering the following critical technical elements, depending on the type of project.

Pipeline Design Technical Approach

- System and pump hydraulics/surge effects
- Alignment selection and easement acquisition
- Pipeline separation requirements
- Utility crossings, summarized on plan and profile sheets
- Corrosion issues, specialty coatings and materials
- Geotechnical/foundation conditions
- Environmental constraints
- Operation and maintenance issues
- Contracting strategies, scheduling, and budget control
- Traffic control
- Construction impacts (i.e., noise, dust)
- Compliance with regulatory requirements
- Where trenchless pipe construction is utilized, classification by OSHA
- Mining and tunnel unit (>30-inch diameter)
- Preparation of SWPPPs and other compliance requirements for the State's General Construction Permit and County
- For pipes in the public right-of-way, compliance with local agency municipal codes and ordinances regarding utility installations, traffic control, street resurfacing, and potholing activities



Typically, the most challenging aspect of underground pipeline design and construction is definition of existing facilities or utilities, particularly when there is sparse or no information. Our team utilizes a methodical and detailed utility research and plotting procedure that provides for a high level of confidence with respect to the locations of subsurface utilities. Our procedure is generally outlined as follows:

- Upon authorization by the City, contact USA Dig-Alert to obtain a pre-planning request, which provides a listing of existing utility agencies in the project areas. Establish one point of contact at Ardurra to serve as project utility coordinator and be responsible for tracking and documenting all utility requests and responses.
- From the USA Dig-Alert pre-planning list, contact all utility agencies in or around the proposed work area to establish contact information and lines of communication.
- Send to each utility agency a Utility Notice of Planned Improvements to formally request their system maps and record drawings.
- The project utility coordinator will review information received for responsiveness and completeness, and will follow up with phone calls or in-person visits to agencies as necessary.
- Plot the utilities, along with proposed horizontal and vertical alignments (depending on submittal milestone). Send to each agency a set of plans for conflict check at each submittal milestone. Incorporate comments as necessary.
- Once the utility base map is established, perform QA/QC including a field review to determine if all the plotted information is accurate with field conditions.
- If necessary, perform potholing to obtain actual field data for key utility crossings or parallel utilities of interest.

- Document and track the process at each step. Agencies are sent plans at each milestone regardless of whether or not there are conflicts, or conflicts have been resolved, due to potential changes in alignment, existing utilities, or agency review personnel.
- All utility information is plotted in the plan and profile sheets and summarized in a crossing table.

Our utility research procedure has resulted in an excellent track record of avoiding conflicts during pipeline construction.

Pump Station Technical Approach

- Review of system hydraulics and pump selection
- Booster station control strategies and integration into SCADA system
- Integration into energy management system and time of use pumping
- Electrical/instrumentation requirements
- Power supply and standby power
- Site selection and acquisition
- Seismic/structural issues
- Corrosion issues, specialty coatings and materials
- Operation and maintenance issues
- Contracting strategies, scheduling, and budget control
- Noise, aesthetics, and community concerns
- Safety pre-use analysis



Storage Facility Technical Approach

- System hydraulics
- Tank type
- Site configuration
- Geotechnical/foundation conditions
- Earthwork and grading
- Water quality and circulation
- Operational and maintenance requirements
- Safety features for roof access and confined space entry
- Integration into SCADA system
- Stormwater control facilities
- Visual aesthetics
- Traffic and noise impacts during construction



Special Considerations for Non-Potable Facilities

- Stored water quality can be more difficult to maintain and therefore requires special attention regarding the tank volume, residence time in the tank and circulation.
- A higher degree of settlement in storage facilities can lead to the need for more frequent and special equipment for clean-out operations.
- Configuring facilities to properly handle planned discharges such as wash down, as well as unplanned discharges like tank overflows, must respect regulatory constraints and may require special features to control flows (e.g., discharge to a sewer).
- Compliance with regulatory requirements, coupled with early coordination with regulators, is paramount to smooth project approval.

QUALITY MANAGEMENT APPROACH

Providing Deliverables Free From Error

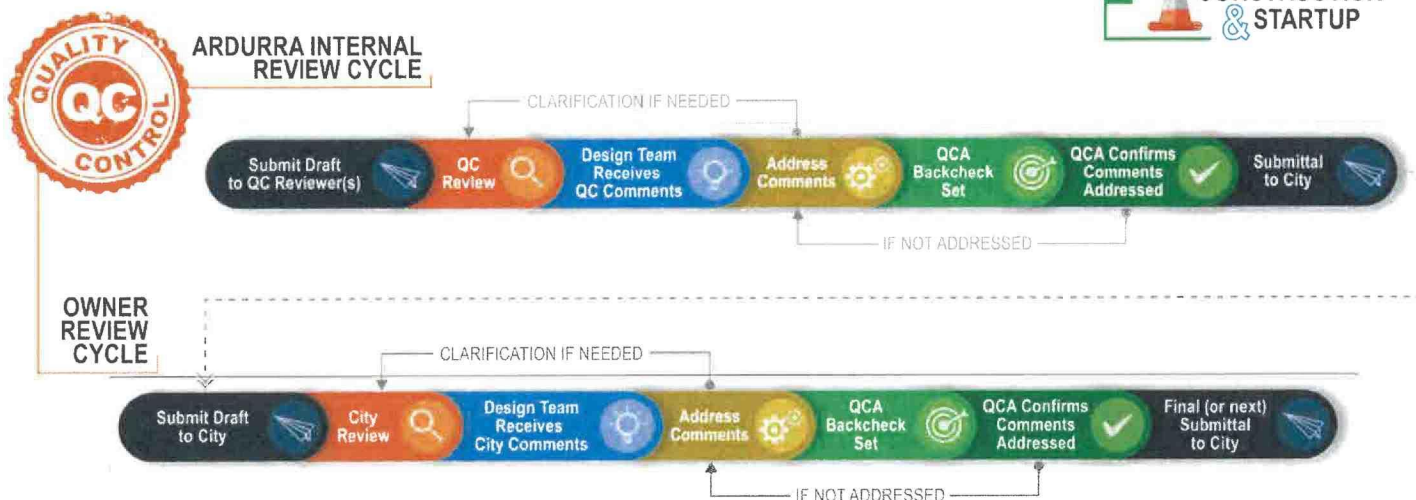
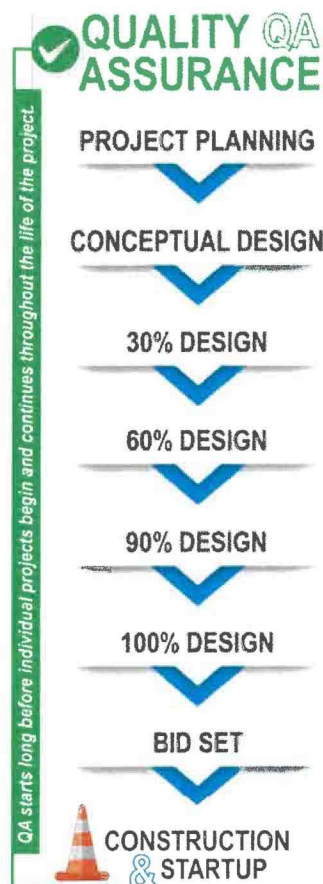
QA/QC is an ongoing task throughout the duration of the project. Ardurra takes seriously the responsibility for the accuracy and completeness of our work products. Our goal is to create a working environment in which quality is a top priority through clear definition of and conformance to requirements and procedures, raising awareness, and **doing things right the first time around**.

Our Quality Control Program utilizes time-tested Quality Control Checklists and includes “Red/Yellow” checks of design reports, project plans, specifications, calculations, and cost estimates for each project submittal. Color-coded checks provide the project team with a visual aid to confirm that each section has been reviewed and approved (highlighted in yellow) or marked for corrections (red).

Quality Reviews

Ardurra utilizes a dual approach to quality reviews. First is the initiation of the overall operations conducted to provide adequate confidence that our products and services will satisfy given requirements for quality. This is more commonly known as “quality assurance” or QA. Quality assurance at Ardurra ensures that adequate resources are dedicated to the project for not only production but quality reviews and that the overall product and services provided meet the client’s requirements. This is accomplished by careful attention to detail during scope development and project execution along with application of sound project management principles. We then implement planned and specified review actions or operations necessary to develop a product that will meet given or defined requirements for quality. This is commonly referred to as “quality control” or QC. Quality control is accomplished through the methodical adherence to engineering design standards, technical reports and CADD standards. A series of design checklists, interdisciplinary review procedures, industry standards, and guidelines are utilized to provide the appropriate QC requirements.

QA/QC will be performed continuously throughout the project. The lead QA/QC reviewer will provide a signed statement of QA/QC review at each of the intermediate design submittals (30%, 90%, and 100%) and the final design. With each deliverable, we will provide written, signed certification that all work products have been reviewed for compliance with these QC requirements and our internal QC procedures. The certification shall list, by design discipline, the QC reviewer(s) and the corresponding sign-off signatures. Before the first project deliverable, our lead QA/QC reviewer will submit a sample of our proposed QC certification form for review and approval by the City.



We have the added benefit of providing constructability review by our in-house construction management group as a standard practice. Their review comes from the contractor's perspective and synchronizes the construction documents to eliminate potential change orders.

APPROACH TO CONSTRUCTION MANAGEMENT

Ardurra's construction management and inspection team has a successful history of providing "full service" management and inspection of construction projects similar to those we would anticipate being tasked with as part of this on-call agreement. Ardurra's philosophy is to protect the owner's interests, be fair and understanding of the contractor's issues, and document that the owner receives a quality product. By facilitating open dialogue between the owner, designer, contractor, and CM team, our experience is that most issues can be resolved quickly and easily with minimal adverse impact to the project.

A Clear Construction Management Approach That Minimizes The City's Efforts

Ardurra's approach to construction management is divided into three phases; Pre-Construction, Construction, and Post-Construction. Detailed below are the primary activities during each of these phases. By having Ardurra serve as the single source of responsibility acting as an extension of the City's staff, the construction management activities will be well coordinated and proceed expeditiously.

At the core of our approach is **communication**. Our construction managers, resident engineers, and inspection staff will serve as agents and team members of the City staff. We will maintain regular and frequent communication with the City, nearby community, contractor, and other parties throughout the duration of the project. Our construction managers/resident engineers or inspectors will conduct regularly scheduled progress meetings, maintain project documentation files, submittal logs, RFI and contract modification logs, and coordinate/conduct field inspections and necessary field surveys and testing. Our staff will always have current knowledge and information on the project status at all times.

Pre-Construction Phase

Document Control

As part of the pre-construction phase, Ardurra will develop, for the City's approval, construction forms and communication processes that will be used on the project. Our approach during the pre-construction phase is to clearly establish the responsibilities, lines of communication, and procedures to the contractor. We will also develop a detailed filing system and document control procedures for approval by the City.

CPM Schedule

Prior to the pre-construction conference Ardurra will develop a draft CPM schedule based on our understanding of the projects. Our schedule will be closely compared to the contractor's initial CPM schedule, submitted at the pre-construction conference, to evaluate that contract items are listed, milestones are met, and the project will be completed within the allotted contract duration.

Procurement Schedule

Based on the contractor's CPM schedule, Ardurra will also develop a proposed submittal list and procurement schedule. This schedule will be utilized to identify and track long lead time items. Estimated submittal and delivery durations will be entered in the schedule against the latest date the items may need to be on site in order to avoid delaying the project. The procurement schedule will be an item added to the biweekly progress meeting agenda and the contractor will be held accountable for staying ahead of their procurement process. This will be extremely important in the current procurement environment where mechanical equipment has been delayed up to 5 months and other materials delayed by 8 weeks.

Schedule of Values

Ardurra will request that the contractor submit a detailed schedule of values for all items as well as verify that progress payments will be made on approved City forms. The schedule of values will also be reviewed for compliance to the contract specifications to assess whether the project costs are unusually front end loaded as opposed to distributed equitably in compliance with the approved CPM schedule. Since procurement has been so difficult, our CM team will ensure that a more detailed breakdown for critical equipment is provided such as "Review and approve (R/A)" and "Procure and Submit (P/S)" for this equipment.

Pre-Construction Meeting

Ardurra will coordinate and lead a pre-construction conference with the City, construction team, designers, and outside agencies. We will reinforce to the contractor that the project will be administered in strict accordance with the contract, plans and specifications. The goal of the pre-construction conference will be used to establish a good working relationship and understanding of project requirements that will be used throughout the project.

Construction Phase

Contract Administration

During the construction phase of the project, our construction manager will maintain our firm but fair policy in dealing with the contractor. Our approach is to be diligent in observing the work and documenting good workmanship. We will stay ahead of the contractor by alerting him to special project requirements such as the standards and testing requirements, public notification requirements, and coordination with other outside agencies and subconsultants. Ardurra's construction manager will also make a point of working closely on a day-to-day basis with the construction team to anticipate and overcome obstacles that may adversely affect the schedule or impact public convenience.

Our construction manager will be responsible for coordinating and leading bi-weekly progress meetings with the City, design engineer, contractor, and outside agencies representatives, such as franchise utility representatives when applicable. Meeting items will include at a minimum a three-week look ahead review of the contractor's schedule, current submittals and RFIs, outstanding change order or field order issues, review of safety and stormwater issues on the site, and discussion of public outreach efforts that may need to be made.

Ardurra's construction management team will be responsible for initial review of material submittals as well as review and comment on RFIs. Our construction manager will work closely with the City's engineers to document that contractor submittals and RFIs are dealt with expeditiously in order to help facilitate the contractor's work efforts and reduce any possible delays. Our construction administrator will keep logs of all submittals and documentation and track the review progress of each item to help ensure items are returned in the allotted time specified in the contract documents.

The contractor's monthly CPM schedules will be closely reviewed by our construction manager for project items and dates and compliance with the contract documents including time for submittal reviews and long lead items. These reviews will be performed and submitted with each monthly progress payment. If discrepancies are discovered, the contractor will be notified to resubmit an accurate CPM schedule. In addition, the construction manager will review the contractor's as-built drawings. If the updated schedule and as-built drawings are not adequate, a delay in the progress payment may occur.

Ardurra's construction manager will review the contractor's monthly pay requests. Ardurra will require detailed descriptions and locations for quantities requested and review these against our own field records to document that only items installed are being invoiced. An initial Schedule of Values (SOV) will need to be submitted and approved for each Lump Sum item in the contract and progress payments will be approved in accordance with the items of work completed per the approved SOV. Unless approved by the City, no "materials on site" will be paid until installed without the City's prior approval.

Local Office/Responsiveness

We understand that one of the key issues for providing effective on-call construction management services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. With our existing as needed contracts with other cities and municipalities throughout Southern California, Ardurra maintains a construction management team with sufficient depth and dedication to manage the types of infrastructure projects we anticipate as part of this agreement. Ardurra always appreciates as much notification as possible in regard to an upcoming task, in order to best position our staff for the assignments, however we also understand the nature of on-call contracts. It's not unusual for us to receive requests to cover emergency work or other unforeseen items with just 24-hour notice or less, and we pride ourselves on doing everything we can to satisfy those requests.

We would like to assure the City that we have the personnel to serve a large number of concurrent projects as needed. In addition to our core group of CM and inspection staff, Ardurra maintains relationships with a number of specialty subconsultants that can be called on to provide more specialized inspection services such as coating inspection, electrical, controls, and structural inspection.

Project Funding Requirements

In our role providing as-needed services throughout Southern California, Ardurra and its construction management staff have gained a good working knowledge of typical outside funding sources commonly used to fund local capital improvement projects. As part of the projects that we anticipate would be included as part of this as-needed contract, we expect State Water Resources administered EPA funds to be included. Ardurra's construction management team understands that these funds require an extra level of documentation in such areas as labor compliance and American Iron and Steel. We have created processes for monitoring these additional efforts and assisting the City in the anticipated audits that accompany these funds.

Construction Inspection

Ardurra maintains a diverse group of veteran construction inspectors. Most of our inspection staff have a background in water/wastewater of some type. Many of our current inspectors have begun, and finished, careers at local water agencies. Some others have come from the construction industry, giving them a unique perspective when dealing with contractors. Ardurra's construction inspection staff have successfully provided inspection services on many projects similar to those we would anticipate overseeing with this program. We've achieved this success by monitoring construction activities and materials for compliance with approved plans, specifications, and submittals, documenting that the proper QA/QC testing and inspection is done, maintaining constant communication with the contractor and CM staff, and documentation of daily activities through the preparation of a detailed daily report and photo documentation. The following is a list of the minimum items our inspectors will be monitoring on a daily basis and noting in their dailies:



- Review that potholing of existing utilities has been completed and conflicts have been checked prior to allowing trenching operations.
- Verify that proper notification and "No Park" procedures are being followed.
- Verify proper signage, detours, and road closures have been installed per the approved Traffic Control Plan.
- Review the Bypass system on a daily basis to observe that the Contractor is operating according to the approved Bypass plan and that the system is in good working order.
- Verify that Materials and Equipment match the Approved Submittals.
- Document that Materials arrive at the site undamaged and are properly stored.
- Track the contractor's labor, equipment, and materials used on the project.
- Verify jobsite conditions and activities are in conformance with the various encroachment permit requirements.
- Spot-check elevations and staking in order to verify installations match the approved plans.
- Document that construction activities are not violating environmental or discharge requirements.
- Track time and materials utilized in Force Account work or disputed work for future evaluation of Change Requests.
- Maintain a separate red-line set of drawings detailing actual construction of the alignment for review with the contractor's own red-lines.
- Provide daily photo documentation of the construction activities taking place. Photo documentation will be done on digital format and provided to the City.

City's Operations Department

Coordination with the City's Operations Department is a key component of many of the projects we expect to manage as part of this contract. Through our experience with similar contracts, our construction managers and resident engineers understand the need to keep ahead of the contractor in regard to notifying and scheduling outages and shutdowns with Operations. Our construction managers and resident engineers will work closely with them to keep them up to date on their role in the project. Prior to scheduled shutdowns, they will identify the necessary valves and coordinate with Operations staff to verify that the valves are operating properly prior to the date of the shutdown, thus reducing delays during the critical phase of the operation. Prior to tie-in activities, they will review the contractor's proposed work plan, and verify that all necessary parts and equipment are on site prior to authorizing the shutdown.

Public Outreach

Ardurra understands the importance of public outreach and community interaction. When filling an extension of staff role, we know that we are representing the City at all times. Our resident engineers and inspectors strive to manage each project with as little inconvenience to the surrounding public as possible and are constantly vigilant of possible problems and/or complaints. While always attempting to resolve issues in the field, we will also keep City management informed of any significant issues immediately so they are aware of the situation before it becomes escalated to senior management or Board members.

Web-Based Project Management

Our construction management staff is also well versed in web-based project management programs such as Virtual Project Manager (VPM), ProCore, and EADOC. We have found when implemented at the beginning of the project, these online programs increase efficiency and can be very helpful in keeping the project progressing at its optimum rate. Should the City wish to utilize these systems, our staff has the expertise to assist with integrating them into the City's projects.

Quality Control/Quality Assurance

Ardurra takes a proactive approach to quality assurance and quality control. We focus on two concepts:

1. No project is too small for quality; and
2. Everyone is responsible for quality. It is our goal to deliver a well-constructed project that will meet the City's expectations of quality and functionality.

Quality control starts with our inspectors in the field doing their job diligently and being properly equipped to perform their duties. It is our construction manager's responsibility to make sure that our inspectors have the complete and proper submittals, test equipment, conformed plans and specs, and standards they may need to properly oversee the project. With the right tools our inspectors are on site daily to observe construction operations and materials and compare them with the project plans and specifications.

Quality control continues with our construction manager through regular reviews of the inspector's dailies. Dailies are reviewed for completeness and detail. Our inspectors are expected to record items such as quantity of materials used or installed, any production testing that may have been performed, type of equipment and how it was used on the job, visitors to the jobsite, and any irregularities they may have noted that day. It is also our construction manager's responsibility to review any material testing or special inspection that may have been done by a subconsultant and make sure that any failing tests are dealt with immediately.

Quality assurance is provided by members of our senior staff. The senior engineer in charge of overseeing the project performs regular reviews of the project progress. They stay in constant communication with the construction manager throughout the project, making sure that both Ardurra's project budget and the construction task order budget are under control. In addition, the senior engineer in charge is responsible for periodically performing a process review of the project checking to make sure that the project files are complete and orderly, and that the necessary backup documentation is being retained.

Post-Construction Phase

Ardurra's construction management team understands the critical nature of this phase. Our goal is a clean and efficient closeout process absent of lingering dispute resolutions, permit finalization, etc. Our construction manager will take a proactive approach at processing closeout documentation including completion of final punch list items, guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance of record drawings. Closeout items are important to address fully so the City has a final project that is free from encumbrances. Upon completion of the project, Ardurra will provide the City with both hardcopy and electronic copies of project documentation.

2) ARDURRA'S STRENGTHS

Our capabilities are well-recognized by our clients as they continue to engage us for a high level of repeat work. Some of the strengths we offer include:

- Expert in-house resources, including staff who offer the unique perspective of being former public works directors, city engineers, etc.
- For more than 20 years we have maintained an office in Newport Beach, serving municipalities throughout Orange County, Los Angeles County, Riverside County, San Bernardino County, and San Diego County, so we are very familiar with these communities.
- Working with municipalities is what we do, day in and day out, so we know local codes, regulations, community needs and sensitivities.
- We have the added benefit of providing constructability review by our in-house construction management group as a standard practice. Their review comes from the contractor's perspective and synchronizes the construction documents to eliminate potential change orders.
- Our CM services are focused on assuring the highest quality infrastructure construction in the most cost-effective and responsive manner.
- Ardurra only provides services to public agencies, therefore eliminating any potential developer conflict of interest.
- Our team members have a heart for client service, and they merge seamlessly as an extension of our clients' staff.



Ardurra provides several layers of quality control, assuring that all project needs are met.

3) BENEFITS TO THE CITY

- **Strong leadership enables smoothly run projects.** Ardurra offers a comprehensive team of local professionals covering the wide range of resources needed to complete design services for your CIP projects. With our team, you get industry leaders looking for cost-effective and time-sensitive solutions to your toughest challenges.
- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. We have a deep bench of in-house engineers, hydraulic modelers, environmental compliance specialists, construction managers, and inspectors. With more than 120 professionals in Southern California, we have the depth of resources and expertise to respond quickly to your needs. Being listed among Zweig's preferred employer's list for the last 5 years means we have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals.
- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of public works projects, from scoping to design to construction to closeout. Our time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, and streamlines delivery.
- **Experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. Our team is knowledgeable of and conforms to local, state and federal regulations, codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual (LAPM), Greenbook, APWA standards, AWWA standards and, LEED, DSA, and OSHPD standards.
- **Your "one-stop shop!"** Our team has provided numerous services under as-needed contracts, so we know how to develop a comprehensive team for all your engineering needs. All of this experience has taught our team effective resource management, scheduling, trusted subconsultant partnerships, and a process that works.



SECTION 3

PROPOSED STAFFING AND ORGANIZATION



3

PROPOSED STAFFING AND ORGANIZATION

KEY CONTACTS



Lisa Penna, PE
Contractual Contact

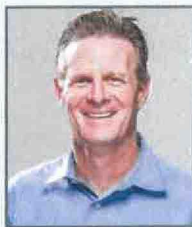
Vice President, Regional Director

3737 Birch Street, Suite 250
Newport Beach, CA 92660

Telephone: 949.922.2800
Email: lpenna@ardurra.com



Rob Weber, PE
Proposal Contact



California Water Practice Director

14271 Danielson Street
Poway, CA 92064

Telephone: 858.842.6978
Email: rweber@ardurra.com

A COMPREHENSIVE TEAM COMMITTED TO YOUR SUCCESS

The Ardurra team is comprised of highly competent and experienced professionals who have numerous years of experience and an excellent history of success delivering various CIP projects—from preliminary planning to construction to post-construction and startup.

Our team is comprised of highly competent and experienced licensed/certified and seasoned engineers and construction managers that bring extensive experience in water resources projects.

The Ardurra team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering projects on schedule. If an accelerated project delivery schedule is required, Ardurra has the depth to add more staff to get the work done. Our project managers are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and they can draw from our deep bench of experienced professionals to serve a large number of concurrent projects as needed.

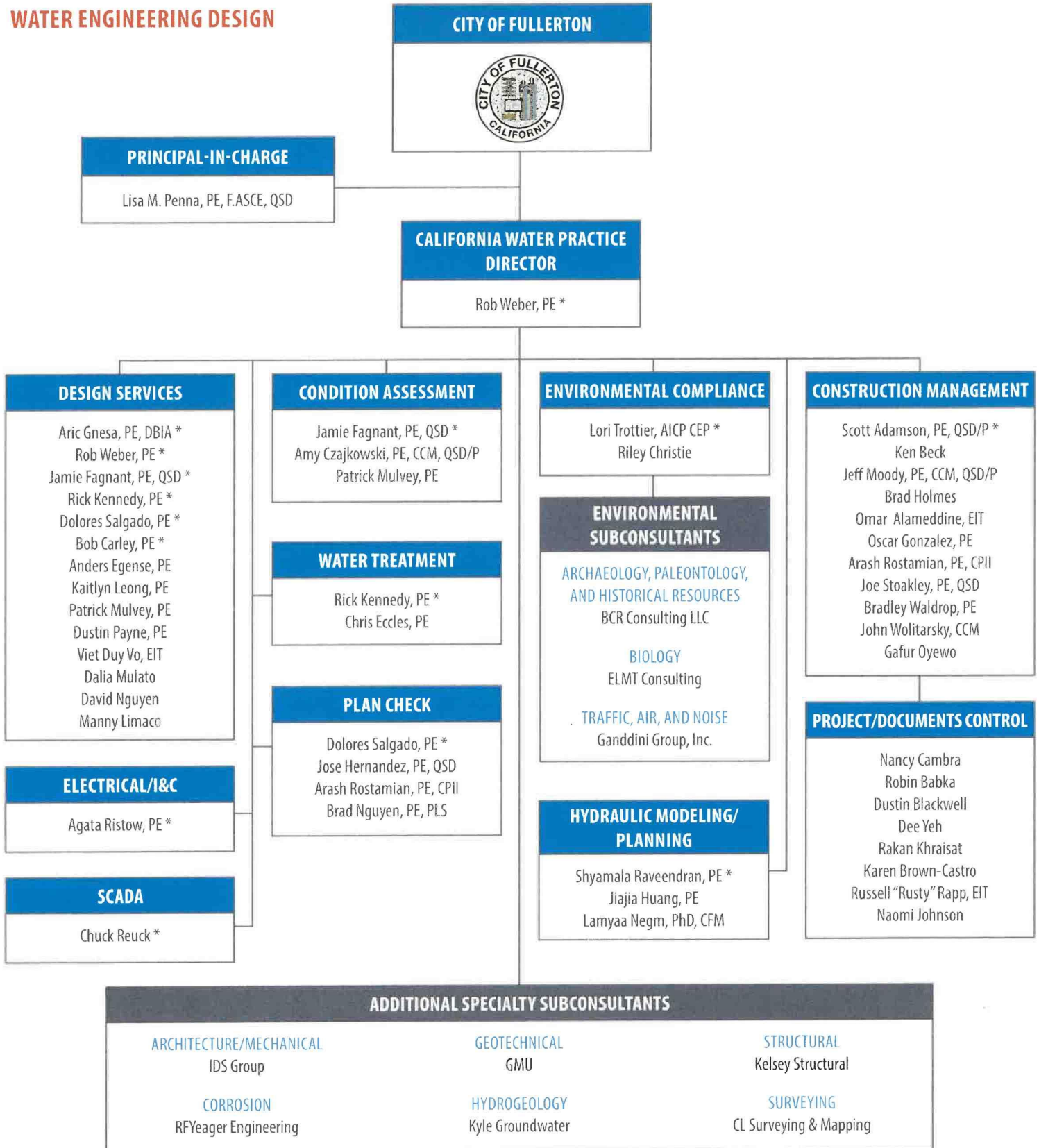
Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City. Ardurra's effective and expeditious communication with all parties has enabled our team to identify conflicts, environmental concerns, construction problems, and coordination issues early, thus minimizing delays and reducing cost.

TEAM ORGANIZATION

We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. You will see this deep bench of local resources that we offer, as well as the proposed lines of communication, on the organization chart illustrated on the following page. In the organization chart we have highlighted the task leaders with an asterisk. For the purposes of this proposal, these task leaders will be referred to as "key personnel."

Our contract manager Rob Weber, PE, is prepared to respond to a variety of requests from the City to execute each task order to meet your diverse needs. Once a task order is received, Rob will review/develop the scope with the task leaders and provide the City with resumes of available staff with the best mix of experience and expertise for the task assigned.

WATER ENGINEERING DESIGN



* Key personnel

Rob's project success is a culmination of his ability to understand the client's needs and objectives and translate them into actions during execution of the project. He prides himself in involving the client in the project, and ensuring that the technical staff understands the critical issues of the project. Rob's engineering decisions and designs are based on careful considerations of project needs and specific site characteristics. His dedication to quality effectively manages project risks and controls construction and operational costs.

RESUMES

Attached are abbreviated resumes of our key personnel. Resumes contain required information such as education, credentials, current position, role on this contract, office location, and years with Ardurra. We would be happy to provide more detailed resumes or resumes for additional team members.

Position: California Water Practice Director

Role on Contract: Proposal Contact, Design Services

Office Location: Poway, CA

Years of Experience (total/with firm): 33/21

Education: BS/1990/Civil Engineering/State University of New York, Buffalo, NY

Registrations: 1990/PE/Civil/CA #C5931

Rob Weber, PE, has 33 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes water pump stations, conveyance pipelines, reservoirs and tanks, and sewer lift stations. Rob has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. He is thoroughly familiar with design standards, techniques, and analytical methods, bid specifications, and cost estimating. Rob's experience extends beyond civil engineering to include securing required project permits, fostering cooperative inter-agency approvals, and gaining community project acceptance.

RELEVANT EXPERIENCE

As Needed Engineering Services, Leucadia Wastewater

District. Project manager providing as-needed engineering services on a task order delivery basis to the Leucadia Wastewater District since 2006. Services have encompassed a wide variety of tasks to support all aspects of the District's capital and operational needs including planning and hydraulic modeling, GIS support services, flow monitoring, engineering design, cost estimating, plan preparation, office engineering during construction, and construction inspection.

South Oceanside Water & Sewer Main Replacement, City of Oceanside. Project manager for the design of 7,400 LF of replacement 8-inch PVC water distribution mains and 6,345 LF of sewer upsizing to 8-inch PVC, with 4 manhole rehabilitations and 8 manhole replacements, within residential areas of south Oceanside. The project encompassed evaluation of replace-in-place versus parallel alignments as well as rerouting of several existing water services in order to eliminate a problematic alley main.

Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario. Principal-in-charge for approximately 1.5 miles of 30" diameter CML&C WSP, PZ 925, along Grove Ave. between Eucalyptus Ave. and Chino Ave., design of an interim pressure reducing valve (PRV) station at the intersection of Grove Ave. and Chino Ave. to break pressure from the PZ 1010 to PZ 925, situated on the north side of Chino Avenue approximately 500 feet east of Grove Ave., 1.6 miles of 18" diameter CML&C WSP, PZ 1010, along Chino Ave. between Grove Ave. and the Chino Ave. Bridge (Cucamonga Creek).

San Antonio Ave 30-inch Diameter Transmission Water Main, Ontario Municipal Utilities Company/City of Ontario. Principal-in-charge for design for 2,900 linear feet of new 30-inch CML&C WSP; abandonment of approximately 3,700 linear feet of existing 18-inch steel pipe.

Village Park Recycled Water, Olivenhain Municipal Water District. Project principal for alternatives evaluation, PDR, and PS&E for design of 35,500 feet of 4"-12" PVC and fusible PVC pipe, an 1,200 gpm pump station (using pre-fabricated station), flow metering facilities, and modifications for conversion of existing 1.0-MG water tank to recycled water operation including addition of potable make-up water system with flow control and air-gap. The pipelines are located in busy thoroughfares, residential streets and fronting schools and businesses. Services included extensive utility agency and City of Encinitas coordination and hydraulic analysis of operational interface between Olivenhain Municipal Water District and San Elijo Joint Powers Authority recycled water systems, support for Coastal Development Permit from City of Encinitas, and bid & construction phase support.

Neighborhood 1 Pump Station Rehabilitation, Olivenhain Municipal Water District. Project manager for the preliminary and final design for replacement of 550-gpm custom-designed wet pit/dry pit sewer lift station with duplex pumps in series. Project re-sed the existing wet well and constructed a new dry well with above-grade electrical building for new MCCs and controls.

Batiquitos Pump Station, Leucadia Wastewater District. Project manager for the preliminary and final design of the rehabilitation of a 1,000-hp sewer lift station. Project included pump and valve replacement, wet well lining, station bypassing, site piping, installation of emergency bypass vaults, modifications to the existing valve vault, reroofing, modification of the HVAC system and other miscellaneous repairs.

La Jolla View Reservoir and Pipeline Replacement, City of San Diego. Principal-in-charge. PDR and PS&E for 3.1-MG reservoir, 3,000 feet of 30-inch welded steel pipe, and demolition of two outdated reservoirs. Reservoir is comprised of prestressed concrete tank that is fully buried with limited surface features. Project includes extensive habitat restoration and public outreach support due to the tank location in a scenic, hilltop park in the coastal La Jolla area.

Position: Senior Project Manager

Role on Contract: Design Services

Office Location: Poway, CA

Years of Experience (total/with firm): 23/21

Education: MS/2003/Civil and Environmental Engineering

Registrations: 2005/PE/Civil/CA #C68339

Certifications: Designated Design-Build Professional™ from the Design-Build Institute of America (DBIA)

Aric Gnesa, PE, DBIA, has 23 years of professional experience in a wide range of engineering tasks and disciplines including planning, design, and construction management of large and small diameter (treated, raw water, and sewage) pipelines, pump stations, flow control facilities, and reservoirs. Temporary positions (3-12 months each) include internships in geotechnical, land surveying, and land development, and contract consultant (design engineer and construction management) at the San Diego County Water Authority for 18 months. Prior to completing his formal education, Aric worked in the construction industry for 8 years as a craftsman, foreman, and project manager. This combination of practical experience and highly technical education make Aric well suited for a variety of projects and duties pertaining to civil engineering.

RELEVANT EXPERIENCE

Cole Grade Road Pipeline Replacement, Valley Center Municipal Water District. Project manager for the design of approximately 6,930 linear feet of 14-inch-diameter PVC water pipe, connection details, branch line connections, and relocation of existing appurtenances within the limits of the County of San Diego project. The project will be bid as a component of the County's Cole Grade Road Improvement Project with all design, construction, and construction phasing coordinated with County staff.

Well No. 10 and No. 11 Raw Water Collection Pipeline, City of Oceanside. Project engineer for the design of 5,000 LF of 20-inch PVC transmission pipeline, consisting of 2 jack-and-bore crossings, pipeline to be constructed in city streets, under Highway 76, within an engineered fill, in undeveloped areas adjacent to existing Army Corps of Engineers flood control levee, and finally connecting to the City's existing Mission Basin Desalting Facility. Project included coordinating with and obtaining permits from several agencies including Caltrans, SDG&E, FAA, and OSHA Mining and Tunneling Unit. An alignment study that examined several possible alternatives was performed as part of this project.

Design-Build of Water Production Wells for Emergency Water Supply at Eleanor Pardee Park and Library/Community Gardens, City of Palo Alto. Project engineer for the design of two fully operational emergency supply water wells connected to the City of

Palo Alto's water distribution system. The well sites are highly visible to the public—one is at the City's Main Library, adjacent to an important community garden facility, and the other is at Eleanor Pardee Park, a neighborhood park that provides children's playgrounds, picnic areas, and an additional community garden. At both sites, design challenges included the need to develop wellhead facilities that would blend into their surroundings and avoid introducing inappropriate "industrial" aesthetics into recreational greenspace. In addition, because of City regulations prohibiting loss of recreational lands, it was essential to minimize the above-ground footprint of the finished facilities. Effective public outreach and construction noticing were identified as particularly important for the success of this project, which kicked off immediately following the controversial removal of several mature trees on California Avenue in the City's central business district.

Concrete Water Reservoir Study, City of Menlo Park. Project Manager for siting study for new concrete potable water storage reservoir to provide emergency and operational storage for the City's water system. The project entailed thorough analysis of siting constraints including geologic and hydrogeologic conditions such as soil type and depth to groundwater. Geometric configurations of the proposed water reservoir were developed and evaluated and included buried and partially buried options for circular prestressed and rectangular conventionally reinforced options. The potential for joint use of the water reservoir site was also evaluated as well as regulatory constraints posed by the shallow depth to groundwater.

Gano Reservoir and Unit X Pipelines, Olivenhain Municipal Water District. Reservoir and site design development using AutoCAD, prepare SWPPP for 6.5-MG AWWA D-110 Type I prestressed concrete reservoir and 10,000 LF of steel transmission pipelines.

Water Supply Backup Well Facility at City Corporation Yard, City of Menlo Park. Project manager for 200-hp deep well submersible pump and piping connections, a 5,000-gallon hydropneumatic tank, onsite disinfection facilities, 350kW Emergency Generator, connection to City's potable water distribution system, connection to storm drain, landscaping improvements, and associated electrical and controls for the wellhead pump station and integration to the Corporation Yard's electrical power system.

Position: Project Manager

Role on Contract: Condition Assessment, Design Services

Office Location: Oceanside, CA

Years of Experience (total/with firm): 18/18

Education: BS/2006/Civil Engineering/San Diego State University

Registrations: 2011/PE/Civil/CA #C78967

Certifications: California Board of Professional Engineers, Land Surveyors and Geologists; Qualified SWPPP Developer #C78967

Jamie Fagnant, PE, QSD, has been working in the water and wastewater field for 18 years and has extensive experience and a specific expertise in sewer design and rehabilitation. Jamie has experience working with cities, water and sewer districts in Southern California and has a thorough understanding of industry standard design guidelines for the design and rehabilitation of sewers as well as a working knowledge of standard specifications and drawings for various agencies throughout San Diego County. She is very active in the engineering community and served on the board of the San Diego Chapter WaterReuse Association for seven years in various positions.

RELEVANT EXPERIENCE

Phelan Piñon Hills Community Services District Water Consolidation Project, University Enterprises Inc. Project engineer. The project consisted of providing engineering and managerial support services to consolidate and take ownership of the Sheep Creek Water Company, which is a Community Water System that Serves a disadvantaged community in unincorporated San Bernardino County, near Phelan. The consolidation included water system improvements and 6 interconnections, including a new well and new water pipelines. Consolidation of the PPHCSD with the SCWC will ensure that the community has a safe and reliable source of water. The project is part of the University Enterprises Inc. technical assistance to the PPHCSD and is funded by the Divisions of Financial Assistance (DFA) under the SAFER program.

Condition Assessment of the Land Outfall, Gravity Main and Force Main, City of Oceanside. Condition assessment project manager. Working closely with Arcadis, the project included condition assessment and related capital improvement projects for the City's 24" land outfall, 24" gravity line and 42" force main. Selected condition assessment technologies include a variety of external and internal thickness testing tools.

Pump Stations Condition Assessments, Leucadia Wastewater District. Project engineer for the assessment of Leucadia Wastewater District's nine pump stations. Project included site visits, compilation of operation and maintenance staff input, prioritization of repairs and development of a 5-year capital improvement program to implement the recommended repairs.

South Oceanside Waterline Replacement & Sewer Upsizing, City of Oceanside. Project engineer for the design of 7,400 LF of replacement water distribution main and 2,771 LF of sewer upsizing to 8-inch, with four manhole rehabilitations and eight manhole replacements, within residential areas of south Oceanside. The project encompassed evaluation of replace in place versus parallel alignments as well as rerouting of several existing water services to eliminate a problematic alley main. Final contract documents have been submitted.

Water and Sewer Capital Improvement Project, City of Del Mar. Project engineer reviewed CCTV, performed site visits, and provided recommendations for repair of various defects in the water and sewer systems for the City of Del Mar. Prepared contract documents for this citywide repair project.

Recycled Water Line Creek Crossing, Leucadia Wastewater District. Project engineer for the design of a 330-LF crossing of San Marcos Creek via horizontal directional drilling for a replacement 12" recycled waterline with fusible PVC. Project also included installation of an isolation valve via the use of a linestop and replacement of an isolation valve and installation of a blow-off on the District's Gafner Water Reclamation Facility site. Project challenges included timing construction to coincide with the closure of the Omni La Costa Golf Course and specific contract requirements to limit damage to the fairway and install replacement turf.

Village Park No. 5 Pump Station Replacement, Leucadia Wastewater District. Project engineer for pump station rehabilitation project consisting of a new submersible duplex station, valve vault, bypass connection, electrical upgrades, bypass pumping and sequence of construction specifications.

Paseo Vivora Pipeline Replacement, Eastern Municipal Water District. Project engineer for the design of 2,180 linear feet of 12" fusible PVC water main. Project design included multiple connections to existing facilities and associated valve packages, installation of new water services and appurtenances, and abandonment by removal of approximately 1,600 linear feet of existing overland steel pipe. Ardurra assisted the District in preliminary design to determine the most effective pipeline alignment taking into consideration easement acquisition, ease of access, and current location of EMWD facilities.

Position: Senior Project Manager

Role on Contract: Water Treatment, Design Services

Office Location: Oceanside, CA

Years of Experience (total/with firm): 47/9

Education: BS/1975/Mechanical Engineering/California Polytechnic State University, San Luis Obispo

Registrations: 1978/PE/Mechanical/CA #M18710

In his 47 years of experience, Rick Kennedy, PE, has managed the design of more than 15 new and retrofit pump station projects ranging in size from 400-gpm to over 400-mgd, with a variety of types of pumps and drive configurations. He has managed the design of new and retrofit water treatment plant projects. He is a specialist in mechanical process equipment of all types, piping, and valves. He prides himself in working closely with his clients, and ensuring the design team understands the critical issues of the project. He is dedicated to delivering detailed and quality bid packages. He effectively manages project budgets, schedules, and risks and continually finds ways to minimizing construction and operational costs.

RELEVANT EXPERIENCE

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District. Project manager for the design of treatment facilities associated with an agreement between FPUD and the federal government that settled a century long dispute over water rights of the Santa Margarita River. The agreement included Camp Pendleton providing approximately 8-mgd of groundwater to FPUD, actual flow rates being dependent on the month of the year and rainfall of the previous year, that was high in iron, manganese, and TDS. The treatment train included 8-mgd of iron and manganese utilizing greensand media within six 12-inch-diameter and 30-foot-long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8-mgd pump station and 6-MG steel water storage tank. Project services included distribution system modeling; establishment of water quality goals; evaluation of potential process treatment trains and configurations; preliminary design; final design; design service during construction phases; public outreach; and permitting assistance.

Alvarado Water Filtration Plant, City of San Diego. Project manager for four phases of design and design services during construction. Phase I provided the plant to be expanded by 30-mgd to a rated capacity of 150-mgd. The other 3 phases were performed to expand the plant to 200-mgd.

University Heights Water Tower Seismic Retrofit, City of San Diego. Project manager for structural retrofit of the existing water tower structure to improve seismic stability. The project included replacement of exterior structural elements including all new tie rods, turn-buckles gusset plate reinforcement, anchor plates and nuts. Specialized lead paint abatement and removal was limited to areas of immediate repairs of the existing structural elements. Coating of new bare steel members as well as recoating of repaired areas was performed to preserve the existing patina of the aged tank matching the weathered appearance and color of the existing tower coating.

City of San Diego Reservoir Condition Assessments, Simon Wong Structural Engineering, San Diego. Mechanical quality control review of 12 major City water reservoir condition assessment reports. Verified mechanical condition information, improvement and maintenance recommendation, and life cycle analysis, and estimated years of remaining life. Provided overall review of all elements or the reports in including clarity of presentation and cost estimating.

Trask Reservoir Site Water Improvement Project, City of Garden Grove. Project manager for construction of a new 9,000-gpm pumping station, utilizing two natural-gas-powered engine-driven 2,250-gpm three stage vertical turbine pumps (150-hp each), and a 600-gpm motor-driven four-stage vertical turbine pump (50-hp).

Post Road Hydropneumatic Booster Pump Station, Eastern Municipal Water District. Project manager for the pre-design and final design of a temporary booster pump station, hydropneumatic tank, and associated suction and distribution pipeline to alleviate low pressure conditions in the westerly higher elevation areas of the District's Good Hope II (1832) Pressure Zone. Gathered information on the District's existing water facilities to: 1) provide hydraulic distribution system modeling to define three alternative proposed 1910 pressure zones and pumping criteria; 2) evaluate two alignment alternatives based on advantages and disadvantages considering existing in-place utilities, public right-of-way, planned utilities, crossings; traffic; permits; cost; access, and community and environmental impacts; 3) prepare a PDR to develop the booster pumping station site to be located along an existing 40-foot-wide District easement west of Post Road, and evaluate two pre-engineered 300-gpm pump and hydropneumatic tank layouts; and 4) provide final design documents.

Position: Senior Project Manager

Role on Contract: Design Services, Plan Check

Office Location: Bakersfield, CA

Years of Experience (total/with firm): 24/19

Education: BS/Civil Engineering/1999/San Diego State University

Registrations: 2005/PE/Civil/CA #C67536

Dolores Salgado, PE, has 24 years of experience in the planning and design of civil transportation and water and sewer projects. She manages Ardurra's central valley office located in Bakersfield, California. Her civil transportation experience includes light rail transit and bus rapid transit. Water and sewer experience includes water distribution and sewer collection facilities. Dolores is bilingual in English and Spanish and provides technical translation services to support public outreach services.

RELEVANT EXPERIENCE

Engineering and Development Plan Check Services, Rainbow Municipal Water District, Fallbrook. Project manager for as-needed contract, which includes coordinating directly with private developers applying for water and sewer services for their development projects within the District's water and sewer service area. Duties include ensuring new water and sewer facilities meet District Standards, American Waterworks Standards, California Water Works Standards, County requirements, including fire flows, securing bonds, processing required utility easements and quitclaims, and ensuring new facilities are coordinated with the District's operation's staff for long-term operation and maintenance and adequate pressure.

On-Call Development Reviews, Plan Checking, and Field Inspection Services, City of Vista. Project manager for an on-call contract providing professional engineering services to the City's Community Development Department related to plan checks. Review of water services, both domestic and fire water, to ensure compliance with the City of Vista's Conditions of Approval, American Water Works, California Water Work Standards, Department of Health Services, County Fire Marshal and constructability.

Phelan Piñon Hills Community Services District Water Consolidation Project, University Enterprises Inc. Project manager. The project consisted of providing Engineering and Managerial support services to PPHCSD to consolidate and take ownership of the Sheep Creek Water Company (SCWC). The SCWC is a Community Water System that Serves a Disadvantaged Community in unincorporated San Bernardino County, near Phelan. The consolidation included water system improvements and 6 interconnections, including a new well and new water pipelines. Consolidation of the PPHCSD with

the SCWC will ensure that the community has a safe and reliable source of water. The project is part of the University Enterprises Inc. technical assistance to the PPHCSD and is funded by the Divisions of Financial Assistance (DFA) under the SAFER program.

640 Reservoirs, Otay Water District. Project engineer for the final design of twin 10-MG partially buried, prestressed concrete reservoirs, associated valve vaults, two pressure reducing stations, civil site improvements, over 14,000 LF of new pipelines, and demolition of an existing conventionally reinforced concrete tank (1.6 MG) and abandonment of associated piping.

Wellhead Equipping for Well No. 7, Casa de Fruta. Principal-in-charge. Project for Casa de Fruta included the preparation of design drawings and a technical report to equip a new water supply well and install a new 6-inch PVC pipeline to connect the well to the existing distribution system. The new water supply well will replace an existing well that was constructed in 1976 and to improve water quality and supply. Casa de Fruta is a small community water system serving a Disadvantaged Community in an unincorporated area of Santa Clara County.

Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario. Project manager for approximately 1.5 miles of 30-inch-diameter cement mortar lined and coated, welded steel pipe (CML&C WSP), PZ 925, along Grove Avenue between Eucalyptus Avenue and Chino Avenue, design of an interim Pressure reducing valve (PRV) station at the intersection of Grove Avenue and Chino Avenue to break pressure from the PZ 1010 to PZ 925, situated on the north side of Chino Avenue approximately 500 feet east of Grove Avenue, 1.6 miles of 18-inch-diameter CML&C WSP, PZ 1010, along Chino Avenue between Grove Avenue and the Chino Avenue Bridge (Cucamonga Creek).

San Antonio Ave 30-inch Diameter Transmission Water Main, City of Ontario – Project Manager/Project Engineer. Design for 2,900 linear feet of new 30-inch cement mortar lined and coated welded steel pipe (CML&C WSP); abandonment of approximately 3,700 linear feet of existing 18-inch steel pipe.

Position: Senior Project Manager

Role on Contract: Design Services

Office Location: Newport Beach, CA

Years of Experience (total/with firm): 34/1 month

Education: MS/Sanitary Engineering/University of Colorado at Boulder; BS/Civil & Environmental Engineering/University of Colorado at Boulder

Registrations: 1989/PE/Civil/CA #45052

Bob Carley, PE, has more than 30 years of extensive experience in project scoping and budgeting, contract negotiations, scheduling complex, inter-related tasks, planning and benchmarking, and managing technical and administrative staff to reliably meet client expectations. He was responsible for award-winning projects in four states, more than a dozen water pumping facilities ranging in size up to 200 mgd, and water and sewer pipelines up to 78 inches in diameter.

RELEVANT EXPERIENCE

Signal Hill On-Call, City of Signal Hill. Project manager responsible for project management for the design of a new recycled water system to several parks and medians using water from the City of Long Beach. The project included site selection and design of a pump station and delivery system with many competing utilities.

Slater Avenue Pump Station Building, City of Huntington Beach. QA/QC engineer for this project that consisted of primarily a structural renovation of the roofing system for a very large stormwater pump station. The client planned to install two new engine silencers, but the existing roofing system was inadequate to handle the additional load. Therefore, the structural engineers prepared a plan to partially demolish portions of the roofing system and beef up the remainder of the roof system. After completion, the revised, strengthened, roof can handle the new silencers for the pumps. This station is in a residential neighborhood.

South County Pump Station, Allen-McColloch Pipeline (AMP) Flow Augmentation, Municipal Water District of Orange County. Project manager provided preliminary and final design, and construction administration for a 154-cfs award-winning pump station with seven turbine pumps and 10,500 connected horsepower. The project included an adjacent 2-MG buried forebay, a surge suppression system, and liquid chlorine feed ("booster") facilities. The pump station is designed to discharge into the 25-mile south Orange County pipeline, which flows water from El Toro to San Clemente, and ranges in size from 66 to 48 inches.

Garden Grove City Water System Upgrade, Garden Grove. Project manager. Initial work included preparation of a Water Master Plan Update based on an original master plan prepared 8 years earlier. The resultant projects consisted of four components: Trask-5 MG prestressed

concrete reservoir and new 9,000-gpm pump station, wellhead enclosure with chlorine feed and scrubber facilities; Lampson- 8-MG conventionally reinforced concrete reservoir and new 16,000-gpm pump station; chlorine feed and scrubber facilities, complete water quality laboratory, supervisory control and conference room; Wellhead 29-drill new 4,000-gpm well and construct wellhead facilities in a city park with chlorine feed and scrubber facilities and engine-driven well pump; and imported water vaults and pressure-reducing valve (PRV) upgrades to rehabilitate three imported water flow control connections and two PRV facilities.

East Orange County Water District. Project manager for the evaluation of two wells, one site, for PFAS treatment facility (IX or GAC). Evaluation led to final design contract under Orange County Water District overview.

La Jolla Country Club Booster Pumping Station and Reservoir Complex, City of San Diego Water Department. Project manager led a subconsultant team that provided Basis of Design Report and Final Design for an 1,800-gpm pumping station and 1-MG reservoir replacement project at the highest hill in La Jolla within an exclusive residential area. Involved demolition of all existing structures and replacing with new facilities. Team was responsible for all of the yard piping, mechanical, electrical, and I&C disciplines for this difficult site.

Preliminary Design Report for Praed Booster Pump Station, Riverside Public Utilities. Project manager for this pump and SCADA evaluation and upgrade, serving a closed pressure zone. PDR led to a final design contract.

Central Intertie Pipeline Inspection and Assessment, Moulton Niguel Water District, Orange County. Project manager. The 54-inch Central Intertie Pipeline provides more than half of the potable water supply for this water agency serving upwards of 167,000 residents in South Orange County. Work included review of construction records, nighttime inspection, observations, and testing of the pipe along the entire 16,700-foot reach, with diameters ranging from 36 inches to 54 inches. Critical observations via photos and analysis were included along with recommendations for near-term improvements and a long-term maintenance/monitoring program. Received training and certification for Confined Space Entry prior to the work.

Position: Scientist IV

Role on Contract: Environmental Lead

Office Location: Newport Beach, CA

Years of Experience (total/with firm): 34/7

Education: BS/1985/Environmental Policy, Analysis, and Planning

Registrations: 1993/AICP – American Institute of Certified Planners #107286; 2011/CEP – AICP, Certified Environmental Planner #107286

Certifications: Land Use and Environmental Planning/1991

Lori Trottier, AICP has 34 years of experience as primary author and environmental project manager for compliance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Her experience includes a variety of development and infrastructure projects involving master plans for large-scale phased development, roadways and intersections, energy transmission, radio and communication sites, development of residential, commercial, mixed-use, and industrial land uses, regional recreation facilities, General Plans, General Plan Elements and Specific Plans. Lori has managed numerous multi-disciplinary teams and been primary author on regionally significant and high-profile CEQA documents involving considerable public input. Lori is an expert on CEQA compliance, environmental planning, and analysis. She can quickly focus on key project issues, understand client needs and develop cooperative agency and stakeholder relationships resulting in win-win outcomes. Lori's experience extends beyond environmental planning and includes many types of entitlement permits for development, natural resources, and construction.

RELEVANT EXPERIENCE

CEQA Expanded Initial Study for Whispering Lakes Soccer Complex, City of Ontario. Authored CEQA clearance for entitlements on a regional community soccer complex including seven soccer fields, clubhouse, and amenities. Project issues included noise, traffic generation, circulation, and access.

EIR for Modjeska Historic Park, County of Orange, Modjeska Canyon. Authored CEQA clearance on entitlements for an internationally significant cultural recreation and educational park in Modjeska Canyon and Creek. Project issues included biological resources, historically significant resources, transportation and access, noise, and wildland fire hazard.

EIR for a 20,000-Seat Sports Arena and Events Center Near State Route 55, City of Santa Ana. Authored CEQA clearance for Orange County Arena. The project involved extensive inter-agency consultation, coordination, and analysis of locally and regionally significant impacts on local streets, on- and off-ramps for State Route 55, regional air quality, noise, land use displacement and relocation, public services and utilities, and population and employment.

California Commerce Center Supplemental Specific Plan EIR, City of Ontario. Primary author and CEQA project manager on the Supplemental Specific Plan EIR for the regionally significant build out of the California Commerce Center Specific Plan. The project proposed 2 million square feet of warehouse space near the Ontario International Airport. Project issues included compatibility with SCAG's regional growth plan; health risk assessment associated to diesel emissions along truck routes; long-term air quality and fugitive dust emissions control BMPs; access, circulation, traffic generation and compatibility with established at-grade railroad operations; vapor intrusion of hazardous material, and screening for endangered species impacts. This project required significant agency input and coordination with SCAG, PUC, Native American Heritage Commission, SCAQMD, and the Department of Fish and Game.

General Plan Update, City of Fountain Valley. Managed environmental analysis and authored the Programmatic EIR for a full-scope update of the City's General Plan.

The New Model Colony Master Plan, City of Ontario. Managed and authored project-level environmental analysis on expanded IS/MNDs for phased development under an existing Master Plan EIR. Project included single-family residences, parks, schools, and backbone infrastructure. Project issues included geology, flood control, infrastructure, and services.

WQMP and Air Quality Emissions for Newport Coast Construction-Phase Erosion Control, Coastal Community Builders, Newport Beach. Obtained agency permits required for grading including applications and supporting documentation for Notice of Intent to Discharge (401) and Fugitive Dust Emissions Control Plans (Rule 403) for construction of Newport Coast. Project required coordination with the State and Regional Water Quality Control Boards, property owners, South Coast Air Quality Management District, and the EPA.

Oceanside Boulevard Lift Station IS/MND and Conditional Use Permit, City of Oceanside. The project involves demolition of an existing pump station, development of a new pump station, and associated pipeline upgrades in Oceanside Boulevard. Project issues include mitigation for sensitive habitat, cultural resources, AB 52 compliance, access, noise, and air quality.

Position: Senior Construction Manager

Role on Contract: Construction Management

Office Location: Poway, CA

Years of Experience (total/with firm): 25/18

Education: BS/1997/Civil Engineering/San Diego State University

Registrations: 2003/PE/Civil/CA #C65467

Certifications: Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) Certification #23001; NASSCO ITCP for CIPP (CIPP-110-0321); Confined Space

Scott Adamson, PE, QSD/P, has 25 years of construction management, resident engineering, inspection, and design of small and large civil engineering public works projects. He began his career in the geotechnical field as a soils technician and progressed steadily through the ranks of inspection and construction quality control to the position of Senior Construction Manager. During his career he has worked as an extension of staff for numerous agencies. As a lead construction manager, he is responsible for the day-to-day management of the department as well as actively managing his own projects. He is in the field on a daily basis providing guidance to our staff of construction professionals.

RELEVANT EXPERIENCE

Lower 1 Recycled Water Conveyance System, City of Oceanside.

Senior construction manager for the installation of 7+ miles of 8- to 16-inch PVC recycled water main, as a part of the City's ongoing pure water program. The project also includes two jack & bore installations beneath the NCTD right-of-way, a horizontal directional drill component below the San Luis Rey River, and installation along the City's major arterial roadway, El Camino Real. As senior advisor to Ardurra's onsite field staff, he coordinated subcontracts with specialty consultants and oversaw contract funding compliance issues such as environmental reporting, American Iron and Steel documentation, and labor compliance monitoring.

Graeber Street Watermain Replacement, Western Municipal Water District. Senior construction manager for the installation of the 7,000 LF water main replacement project located on March Air Reserve Base in Riverside County. The project consisted primarily of installing new 12-inch water main along the main arterial through the base. Challenges encountered as part of this project included limited personnel access due to security, an unusually high number of unknown live and abandoned conflicting utilities, and unforeseen base activities which impacted construction.

Camino Del Sur Recycled Water Conversion Project, City of San Diego. Working as extension of staff for the City of San Diego, provided resident engineering services for this approximately \$1.1 million water main installation. This water main included approximately 1,400 LF of 16-inch PVC water main installed along the major arterial of Camino Del Sur off of Hwy 56 in San Diego. As part of this installation it was

necessary to install approximately 1,100 LF of 26-inch welded joint HDPE pipe as an encasement through the Caltrans ROW extending under Hwy 56. This project also included the restoration of environmentally sensitive habitat within the limits of McGonigle Canyon associated with a storm drain repair. This restoration included restoration of the original slope face, planting of native species shrubs and grasses, and installation and upkeep of a temporary irrigation system.

Clay Canyon and City Reservoir Steel Tank Rehabilitation Projects, Elsinore Valley Municipal Water District. Provided construction management and inspection on these two steel tank rehabilitation projects for EVMWD. Though the projects were bid separately, they are being completed simultaneously. Ardurra is providing construction management and site inspection on both. The projects included the cleaning and recoating of the interior and exterior of both tanks, repairs to badly corroded roof rafters, upgrades to the entrance hatches, upgrades to yard piping and valving, and upgrades to the foundations. Ardurra has also teamed with Coating Specialists and Inspection Services, Inc. to provide NACE Level 3 coating inspection during sandblasting and recoating processes.

Foxes Landing Lift Station Upgrades, City of Carlsbad. After 29 years in service, the City of Carlsbad decided to undertake the reconstruction of this critical lift station in order to accommodate increase in daily peak flows as well as provide additional protection against possible discharges into the adjacent, environmentally sensitive Agua Hedionda Lagoon. Principal-in-charge responsible for providing input on large complex change orders, providing QC reviews, and stepping in to manage the project during vacations and sick days.

Q-1 Pipeline Rehabilitation Project, City of San Diego. Resident engineer and Inspection services on this sewer rehabilitation project for the City of San Diego. This project involved the lining of approximately 48,000 LF of 8-inch sewer main through trenchless construction techniques. Rehab methods included both CIPP lining as well as "Expand-a" or "Rib-Lock" lining. Additional construction items included rehabilitation of all laterals in the public right-of-way by CIPP lining, installation of new lateral cleanouts, and the replacement and rehabilitation of badly deteriorated manholes. Manhole rehabilitation was achieved through the installation of a spray on "Zebron" epoxy lining system.

Position: Senior Project Manager

Role on Contract: Hydraulic Modeling

Office Location: San Jose, CA

Years of Experience (total/with firm): 20/5

Education: MS/2003/Civil Engineering – Water Resources; BS/1998/Environmental Engineering

Registrations: 2008/PE/Civil/CA #72074

Certifications: AWWA Utility Risk & Resilience Certification Program

Shyamala Raveendran, PE, has 20 years of experience with hydraulic modeling, water and wastewater master planning related projects in roles as technical reviewer, senior engineer, or project manager.

RELEVANT EXPERIENCE

Water Master Plan, Phelan Piñon Hills Community Service District. Project manager and technical reviewer responsible for delivery of the District's Water Distribution Master Plan to help the City develop its capital improvement budget. Tasks included data collection, data analysis, update of water distribution system design criteria, update and calibration of water hydraulic model with the most recent operational control information, demand information, and field tests, evaluation of the system under Average Day Demand, Maximum Day Demand, Peak Hour Demand, and MDD plus Fire Flow conditions, identification of system deficiencies based on model results, and recommendation of Capital Improvement Projects. An additional task included a study to help the District identify operational solutions to optimize the use of Reservoir 6A.

Water System Operations Analysis & Master Plan, City of Vernon. Project manager and technical reviewer responsible for delivery of the City's Water Master Plan to help the City with aspects of demand management goals, hydraulic model update, asset management goals, developing scenarios to help optimize current operational methods, and helping the City develop its near- and long-term capital improvement budget.

Recycled Water Storage & Conveyance System Evaluation, San Elijo Joint Powers Authority. Senior engineer in charge of building and calibrating the District's recycled water transmission system, which includes a reclamation facility, three pumping stations, and three main storage facilities. Used the updated hydraulic model to evaluate feasibility of converting a potable tank to recycled water storage to meet current and future needs of SEJPA's northern distribution system for service to its retail agency customers, evaluated whether an existing tank would need to increase wall height, determine and rank storage and operational benefits of two main tanks to the SEJPA recycled water system.

As-Needed Water Distribution Modeling Services, City of Oceanside. Project manager, technical reviewer and senior project engineer for various tasks related to system operations changes, design support, and new development related impact studies.

2020 Water Master Plan & Water Capacity Fee Study, San Dieguito Water District. Managed a team of consultants to complete the following tasks for the District's Master Plan update: hydraulic model update and validation, demand forecasting, asset valuation and condition assessment, water capacity fee study, fire hazard analysis, and capital improvement project development and prioritization. Coordinated all meetings, technical memoranda reviews, and maintained communications with the District and subconsultants in order to maintain scope, schedule, and budget expectations of the project.

Urban Water Management Plan, Phelan Piñon Hills Community Service District. Project manager and technical reviewer responsible for delivery of the District's 2020 UWMP to meet state regulatory requirements. Significant updates to the 2015 plan were made including an update to the existing water shortage contingency plan.

Water Distribution Model Update and Calibration, Fallbrook Public Utility District. Project manager and technical reviewer responsible for model update and calibration activities for the District's water distribution system model consisting of 9,215 services, 9 pressure zones, 8 storage tanks, about 30 pressure reducing valves, and several booster stations. Two separate models were merged in InfoWater to produce one model of the system. The merged model was calibrated in steady-state with latest boundary conditions, demand, and control logic within client schedule requirements.

Raw Water System Master Plan Phase I, Valley Water. Project manager for hydraulic modeling of raw water transmission and two treated water distribution systems using InfoWater. Valley Water provides water to Santa Clara County residents and business via a complex network of distribution facilities, including three pumping plants, 94 miles of raw water pipelines (including tunnels), the San Felipe portion of the Central Valley Project imported water pipeline, creeks, diversion dams, ditches, and canals. The raw water system conveys about 35 billion gallons of water annually. Technical lead and review of various aspects of the project including, development of operational parameters, performing a demand analysis for raw and treated water hydraulic model development, build and calibration of raw water and West treated water systems, developing, and analyzing multiple scenarios for the raw water system to facilitate future phases of the District's Master Plan.

Position: Group Leader

Role on Contract: Electrical, Instrumentation & Control

Office Location: Dallas, TX

Years of Experience (total/with firm): 17/1

Education: Master of Engineering/2006/Electrical Engineering/INSA Lyon Engineering University, Lyon, France; Erasmus Study Abroad Program/2004-2005/Sheffield University, Sheffield, UK

Registrations: 2021/PE/Electrical/CA #23478

Agata Ristow, PE, has 17 years of electrical engineering experience for the water, wastewater and solid waste, food and beverage, pharmaceuticals and oil and gas markets. Her expertise encompasses the design, implementation, and project management of electrical system improvement and SCADA projects for water and wastewater treatment plants across the United States. Additionally, she has experience in electrical engineering for transportation applications including project management, light rail, catenary, and signaling.

RELEVANT EXPERIENCE

JEA Monterey Wastewater Treatment Facility (WWTF)

Improvements, JEA, FL. Electrical Engineer for the design of the improvements to the JEA Monterey WWTF. This project includes a new electrical utility service, a new electrical building with new automatic transfer switches, switchboards, motor control centers, variable frequency drives and panelboards, new diesel engine standby generator, grounding and lightning protection. The project also includes wiring and conduits and new control panels for various plant improvements, such as improvements to the sequencing batch reactor (SBR) basins, addition of a new influent pump station, upgrades to the existing centrifuges, and distribution to existing plant equipment such as UV structure and effluent pump station.

East Side WTP Improvements to the Transfer Pump Stations

No. 1 and 2, Dallas Water Utilities, TX. Lead Electrical Design Engineer designed the new electrical system that included 5 kV metal clad switchgear, 5 kV motor control centers, variable frequency drives, pad-mounted transformers, low voltage motor control centers, panel boards and transformers. Developed the one-line diagrams, electrical site plans, power and control plans, lighting and receptacle plans, interconnection diagrams and duct bank schedules for transfer pump stations No. 1 and 2. Coordinated with instrumentation designers to capture their requirements as part of the electrical design. Delegated tasks to designers and drafters. Coordinated with subconsultants to ensure all of the disciplines' designs were concurrent with the electrical design. In charge of project schedules for the electrical portion of the project to ensure that project deliverables were dispatched on time. Responsible for reviewing the electrical submittals and answered contractor's RFIs during construction.

South Holly WTP High Service Pump Station Motor and Switchgear Replacement and Electrical Improvements, City of Fort Worth, TX. Electrical/Instrumentation Design Engineer and Deputy Project Manager provided design for the replacement of medium voltage motor control centers, transformers, 480V motor control centers, I&C design. Responsible for utility coordination and put together preliminary power system studies including short circuit and motor starting studies. Led design and construction meetings, handled the construction documentation, and compiled all the meeting minutes related to the project. Reviewed the electrical submittals and answered contractor's RFIs.

Addition of a UV Disinfection System at Village Creek WWTP, City of Fort Worth, TX.

Electrical/Instrumentation Design Engineer. The project for the UV disinfection system associated with the new Reuse Pump Station included new variable frequency drives, 480V distribution panelboards, modifications to existing MCC, lighting, instrumentation and control design to connect the new UV system into the existing DCS. Responsible for reviewing the project submittals and answering contractors RFIs during the construction phase.

JEA 118th Street Pump Station, JEA, FL. Electrical and I&C Engineer for the rehabilitation of the 118th Street Pump Station. This project includes replacing all existing 480-volt distribution electrical equipment, lighting, instrumentation and controls, and related wiring, conduits; a new electrical room with elevated electrical equipment; a new 480-volt standby generator; a new master control panel, network rack, and new instrumentation including level transmitters, backup floats, a discharge ultrasonic flow meter, and service pump check valve limit switches; and new major equipment including incoming main switchboard, automatic transfer switch, motor control center, variable frequency drives, generator, generator docking station, and control panels.

Peters Creek Water Reclamation Facility (WRF), Clay County Utility Authority, FL.

Electrical Engineer performed QA/QC of the electrical and instrumentation design for the expansion of the Peters Creek WRF. The proposed facility will be capable of treating 1.5 MGD AADF. The project included design of a new electrical power distribution system with new motor control centers, standby power diesel engine driven generator, instrumentation and control system including PLCs and SCADA, surge and lightning protection, motors, and lighting.

Position: Engineer VI

Role on Contract: SCADA

Office Location: Temecula, CA

Years of Experience (total/with firm): 25/7

Education: SAN Institute Industrial Control System Cyber Security Course/2017; MBA/2005; Certificate in Concurrent Design and Engineering Manufacturing 1996; BS/1987/Mathematics

Chuck Reuck has more than 25 years of professional experience in the planning, design, construction, and implementation of instrumentation, and control systems, particularly in the water and wastewater industry. Certifications include Microsoft Certified Systems Administrator (MCSA); Certified Wonderware Developer; Certified Maximo Administrator; Certified Master Water Distribution System and Sanitary Sewer System Modeler, Bentley Systems, Inc.; and Certified Nessus Auditor.

RELEVANT EXPERIENCE

1724 – Electrical Infrastructure Improvements (EII) & Digester Gas Beneficial Use Program SCADA Integration and Coordination, San Bernardino Municipal Water Department.

Construction manager for the EII project that involved installing over 4,000 LF of mega duct bank in order to energize the new equipment constructed as a part of SBMWD's Digester Gas Beneficial Use Program. This project also included the addition of BLM switchgear and a new transformer to switch the power from SCE to plant power. Chuck assisted the SBMWD in completing this project, coordinating with SCE and ultimately transferring the electrical power to SBMWD's onsite fuel cell, which takes digester gas and converts this to electricity to be used onsite for the WRF. Chuck performed all of the SCADA Integration work to make all of the projects operational. (Construction Value: \$5M)

DCS System Upgrade Project, Elsinore Valley Municipal Water District.

Acted as owner's representative during DCS upgrades of District's largest wastewater treatment plant, ensuring vendor performed upgrades with minimal impacts to operations. Oversaw all upgrades and coordinated all commissioning efforts with staff. This included replacing legacy Modicon PLCs with remote I/O.

SCADA Extension of Staff, City of Oceanside. SCADA consultant providing project management and design services for the upgrade of the City's SCADA system. Responsible for upgrades to software and hardware for 4 treatment plants and over 70 remote sites. The work involved replacing two legacy iFix systems and one standalone Intouch system with Wonderware System Platform as well replacing over 100 PLCs. Designed new network layouts that increase system autonomy and redundancy. Was heavily involved in troubleshooting new 2.4 GHz radio network connectivity issues. Additionally, assisted with implementation of new WIMs for department wide use. While working at the City, he

attended the Water Loss Prevention class and assisted Oceanside staff in data gathering for their annual water loss audit for 2017 and 2018.

SCADA System Upgrade Project, City of Ottawa. Assistant project engineer responsible for the implementation of SCADA servers, including SQL server failover clusters, active directory and group policy design, and Network Access Protection (NAP) using 802.1x security.

Northwest Recycled Water SCADA Top-End Design and Implementation, Inland Empire Utilities Agency.

Assistant project engineer responsible for the design and implementation of SCADA servers, software, networking, and Microsoft operating systems. Other responsibilities included the development of the Operational Database Management System (ODMS) based on Rockwell Software's OSI-PI database, testing and commissioning procedures, O&M manuals, reporting, and fully commissioning a pilot SCADA system. IEUA has put very high importance on this project due to it being the basis for the new SCADA system that will control IEUA's entire system.

Twin Oaks Valley Water Treatment Plant, CH2MHill. Assistant project engineer responsible for the PLC programming of the chemical control processes for the world's largest submerged membrane water filtration plant. The PLC platform was Allen Bradley ControlLogix. Created over 20 custom reports for compliance and monitoring purposes using Microsoft Excel and T-SQL. Configured several Thin clients and terminal servers utilizing ACP ThinManager software.

Integration Manager.* Responsible for managing 10 system integrators responsible for SCADA design and implementations for water and wastewater agencies. Other responsibilities were to manage multiple projects to ensure they met schedule, scope, and budgets using earned value techniques. He also assisted in proposal development, company corporate strategies, and company business development.

Senior Software Engineer.* Responsible for planning, designing, and configuring SCADA system servers and associated network hardware for water and wastewater agencies. Other responsibilities included drafting project proposals and developing master plans and preliminary design reports. Chuck was also heavily involved with configuring SCADA servers, software, operating systems, and network switches.

** Work performed prior to joining Ardurra*

**Position:** Principal Investigator/Archaeologist**Role on Contract:** Archaeology, Paleontology, Historical Resources**Office Location:** Claremont, CA**Years of Experience (total/with firm):** 21/21**Education:** MA/2002/Anthropology/Archaeology/CSU Fullerton;
BA/1997/Anthropology/CSU Fullerton**Certifications:** Certified Archaeologist for Unincorporated Orange County (2011-present); Certified Archaeologist for Unincorporated San Diego County (2020-present)

David Brunzell, RPA, is owner and principal investigator at BCR Consulting. He holds the following permits:

- BLM Principal Investigator for Cultural Resource Investigations (California, Great Basin)
- Caltrans Principal Investigator for Cultural Resources
- Authorized Researcher at each of the 12 California Archaeological Information Centers

Expertise includes:

- Cultural Resource Project Management
- National Environmental Policy Act Cultural Resource Compliance
- California Environmental Quality Act Cultural Resource Compliance
- National Historic Preservation Act (NHPA) Section 106 Compliance
- Government Agency (Federal/State/Regional) Partnering, Streamlining, and Consultation
- Technical Report Writing for Archaeology, History, and Architectural History
- NRHP/CRHR Evaluation of Pre/historic Archaeological, and Historic Architectural Resources
- Preparation of all DPR523 Site Records Archaeological, Historical, and Architectural History Research
- Archaeological Excavation
- Archaeological and Architectural History Survey
- Lithic and Ground Stone Analysis
- Global Positioning Systems/Archaeological Mapping and Orienteering
- Fossil Preparation
- Laboratory Analysis
- Native American Consultation

RELEVANT EXPERIENCE

- Cultural Resources Impacts Assessment of the Proposed Wattstar Cinema Project on the National Register Listed Watts Station, Watts Community of Los Angeles
- Cultural Resources Assessment of the Mountain View Mobile Home Park, Santa Monica, Los Angeles County

- Archaeological Monitoring of the Marina Del Rey 18" Waterline Replacement, Phase II, Los Angeles County
- Cultural Resource Assessment and Architectural Evaluation for Ridgeline Equestrian Estates, City of Orange, Orange County
- Cultural Resources Assessment of the San Juan Creek Road Widening Project, San Juan Capistrano, Orange County
- Cultural Resources Assessment of the Sun Ranch Drainage Project, San Juan Capistrano, Orange County
- Cultural Resources Assessment of 129 Southern California Crown Castle Project Locations, San Diego County
- Cultural Resources Assessment of the T-Mobile PUC Project, San Diego County
- Cultural Resources Assessment & CA Register Eligibility Evaluation of the Norco Water District Project, Norco, Riverside County
- Phase I Cultural Resources Assessment of Tentative Parcel Map No. 36229, APN 471-080-014, Reche Canyon, Unincorporated Riverside County
- Archaeological Excavations at the Dateland Project, Indio, Riverside County
- National Register Eligibility Evaluation of the Coalinga Library, Coalinga, Fresno County
- Archaeological and Paleo Monitoring of the Beacon Solar Project, Kern County
- Cultural Resources Assessment of 7,688 Acre Solar Development in the Mojave Desert, Kern County
- Cultural Resources Assessment 340 Acres at Cronise Lake, Unincorporated San Bernardino County
- Cultural Resources Assessment Assessor Parcel Numbers 0256-41-01, -02, -03, -47, and -48 Bloomington Community of Unincorporated San Bernardino County
- Cultural Resources Assessment of the Montecito Coastal Geophysical Survey Project, Montecito, Santa Barbara County
- Cultural Resources Assessment of the E&B Cuyama Interplant Pipeline, Santa Barbara County
- Cultural Resources Assessment of the Crestview Avenue Project (TTM No. 5920) City of Camarillo, Ventura County



Position: Principal

Role on Contract: Surveying

Office Location: Corona, CA

Years of Experience (total/with firm): 25/16

Education: Aerospace Engineering, California State Polytechnic University, Pomona

Registrations: Professional Land Surveyor #8231

Lam Le, PLS, has more than 25 years of experience as a project manager, project surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Lam's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions, and has done extensive title analysis for property establishment and ALTA Surveys.

RELEVANT EXPERIENCE

El Prado Road Reconstruction Central Avenue to Kimball Project, Private Consulting Firm, Chino. Project surveyor responsible for performing a field topographic survey to document existing site topography and planimetrics on this project. El Prado Road is being rehabilitated by utilizing the Full Depth Reclamation process of the existing pavement, as well as vertical adjustments to improve existing drainage. Due to the updated City of Chino ADA standards, sidewalk and accessibility compliant curb ramps will also be added on the south side of El Prado Road. The sidewalk will extend from one extremity of the project to the other. Both intersections on the East side and Westside of El Prado will also be updated to reflect current accessibility standards (intersection of Central Avenue/El Prado Avenue and intersection of Kimball Avenue/El Prado Avenue).

Mountain Street Complete Streets Project, Private Consulting Firm, Pasadena. Project surveyor responsible for performing a field topographic survey along with street cross sections for the design of Mountain Street at Sierra Bonita Avenue and Sinaloa Avenue Complete Street Project. This project provided the design for the installation of a raised median island at Mountain Street and Sierra Bonita Avenue, and a traffic circle at Mountain Street and Sinaloa Avenue.

Lazy Acres Topographic Survey, Private Consulting Firm, Downey. Project surveyor responsible for performing a field topographic survey of three existing ADA paths of travel located at 2080 Bellflower Boulevard.

Various CIP Projects – Water and Street Main Replacement, Private Consulting Firm, Glendora. Project surveyor responsible for performing a field topographic survey of cross sections as well as 30 ADA ramps at various project sites. The locations of the main replacements consisted of Bennett Avenue, Amelia Avenue, Country Club Drive, and E Manua Loa Avenue.

Peppertree Parking Lot Topographic Survey, Private Consulting Firm, Laguna Beach. Project surveyor responsible for performing a field topographic survey of Peppertree Parking Lot located in Laguna Beach. Also conducted the field measurements necessary to retrace the centerlines and rights-of-way for the 13 site locations.

Position: Director**Role on Contract:** Biology**Office Location:** Santa Ana, CA**Years of Experience (total/with firm):** 45/5**Education:** PhD/1978/Genetics/UC Santa Barbara;

MA/1978/Ecology/UC Santa Barbara; BA/1971/Biology/Harvard University

Since 1978, Dr. McGill has been involved in nearly every facet of environmental planning, natural resource management, special status species surveys, regulatory permitting, and construction monitoring throughout Southern California. A Senior Biologist and Senior Regulatory Specialist with ELMT, he is well-versed with the processes of numerous State and federal regulatory agencies such as US Fish and Wildlife Service (USFWS), Bureau of Land Management (BLM), Federal Highways Administration (FHWA), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), Federal Airport Authority (FAA), U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), State Water Board (SWB), State Revolving Fund (SRF), California Public Utilities Commission (CPUC), Regional Water Quality Control Board (RWQCB), CDFW, etc.

In addition to managing numerous CEQA and NEPA documents, Dr. McGill has been deeply involved in preparing resource management plans, habitat conservation plans (HCP), multi-species habitat conservation plans (MSHCP), sensitive species surveys, and biological assessments and permitting under Section 7 of the federal endangered species act. He provides the unique combination of being an environmental consultant as well as an attorney having passed the California State Bar in 1990.

Dr. McGill is also one of the authors of the multiple award-winning first ever Tribal Multi-Species Habitat Conservation Plan prepared for the Agua Caliente Band of Cahuilla Indians which established the benchmark for all future similar documents for Sovereign Nations.

RELEVANT EXPERIENCE

Upper Santa Ana River Habitat Conservation Plan, San Bernardino, San Bernardino Valley Water Conservation District.

Project manager responsible for project management. Supported the San Bernardino Valley Water Conservation District with the development and implementation strategy for the Upper Santa Ana Wash Plan and Habitat Conservation Plan, including Plunge Creek, for four years. The overall project site is approximately 4,400 acres with conservation occurring in approximately 1,900 acres. Dr. McGill was hired by the San Bernardino Water Conservation District to work directly with USFWS to address the Service's concerns over potential

impacts resulting in jeopardy to San Bernardino kangaroo rat and slender-horned spineflower from the approval of the Upper Santa Ana River Wash Plan. Following a year of intensive inventories, Dr. McGill and USFWS were able to structure a conservation strategy and habitat restoration plan that has satisfied USFWS and the Wash Plan and accompanying HCP have been formally endorsed by USFWS and the HCP is in its final planning stages.

Harmony Specific Plan Highland, LCD Greenspot LLC (Lewis Op. Corp).

Project manager. The Harmony Specific Plan will develop a master plan residential community. LCD Greenspot, in coordination with the County of Orange Flood Control District, prepared a planned community specific plan for the 1,658-acre Greenspot Property located on the northern banks of the Santa Ana River in Highland, California. Dr. McGill conducted a habitat assessment and several focused surveys for a biological technical report and biological constraints analysis for the Harmony Specific Plan. Dr. McGill developed a set of mitigation measures to address the presence of burrowing owls, sensitive plants, California gnatcatcher (*Poliophtila californica*), least Bell's vireo, southwestern willow flycatcher (*Empidonax traillii extimus*), and San Bernardino kangaroo rat (*Dipodomys merriami parvus*). Dr. McGill was an integral part of preparing and adopting an EIR for the project.

Lytle Creek Levee Repair and Interim Protection Project, Rialto, CEMEX Construction Materials Pacific, LLC.

Project manager. The project includes the reconstruction of a 100-year levee that was damaged as a result of severe storm events and the placement of riprap along existing levees to provide protection from significant storm flows within the Lytle Creek Wash. Dr. McGill led the coordination efforts for the endangered species permit (Biological Assessment) in support of the Section 7 Consultation with U.S. Fish and Wildlife Service to address potential impacts to San Bernardino kangaroo rat and Santa Ana River woollystar, both federally listed species. In addition, Dr. McGill managed the biological monitoring for construction activities within the Lytle Creek Wash to ensure compliance with the terms and conditions of regulatory approvals.



Giancarlo Ganddini, PE, PTP

Traffic, Air, and Noise • Ganddini Group, Inc.

Position: Principal

Role on Contract: Traffic, Air, and Noise

Office Location: Santa Ana, CA

Years of Experience (total/with firm): 15/5

Education: BS/Civil Engineering/University of California, Irvine

Registrations: 2012/PE/Traffic Engineers/CA #2663; Professional Transportation Planner #597, Transportation Professional Certification Board

Giancarlo Ganddini is the principal-in-charge who directs, reviews, and oversees the assignment and timely delivery of all services provided by the firm. Giancarlo is a Registered Professional Engineer (Traffic) in the State of California and a nationally certified Professional Transportation Planner (PTP). He is a Past President of the Institute of Transportation Engineers for both the Western District and Southern California Section.

Prior to founding Ganddini Group, Giancarlo developed his technical expertise and project management skills at notable local and international engineering services firms where he performed and directed work on numerous projects involving transportation analysis for both public and private sector developments throughout California, including traffic impact studies, peer reviews, specific/general plan circulation updates, complete streets plans, and parking studies.

He obtained a Bachelor of Science degree in civil engineering, with specialization in transportation systems engineering, from the University of California, Irvine. Giancarlo won the Young Transportation Engineer of the Year award from Institute of Transportation Engineers, Southern California Section.

RELEVANT EXPERIENCE

- McDonald's (801 East Whittier Boulevard), City of La Habra
- 301-371 South Harbor Parking Analysis, City of La Habra
- Park Avenue Bridge Reconstruction, City of Newport Beach
- Ramona-Tyler Bicycle Lane Improvements, City of El Monte
- Etiwanda TCEP Grade Separation, City of Rancho Cucamonga
- West Santa Ana Branch Transit Corridor DEIS/DEIR Peer Review, City of Artesia
- Vasona Pump Station Upgrade, Town of Los Gatos
- Cedar Avenue Raised Median, County of San Bernardino
- Lake Gregory Dam Rehabilitation, County of San Bernardino
- Garnet Street Bridge Replacement, County of San Bernardino

Position: Director of Engineering

Role on Contract: Geotechnical Engineering

Office Location: Rancho Santa Margarita, CA

Years of Experience (total/with firm): 26/10

Education: PhD/Civil and Environmental Engineering; MS/Civil and Environmental Engineering; BS/Civil Engineering

Registrations: 1995/PE/Civil/CA #53924;
1999/GE/Geotechnical/CA #2458

Dr. Ali Bastani, PE, GE, F.ASCE, has 26 years of diversified experience in geotechnical, earthquake, and environmental engineering and is an adjunct professor at Cal Poly Pomona. His experience covers all aspects of the consulting engineer's profession including a comprehensive knowledge and applied use of conceptual, physical, and numerical modeling for geotechnical and environmental engineering solutions.

Dr. Bastani's professional experience entails performance, management and providing practical solutions for variety of projects including:

- Geotechnical investigation and monitoring for foundation design of bridges, water reservoirs, pipelines, power plants, commercial and industrial facilities, and landfills.
- Seismic ground motion studies, site response analysis, liquefaction analysis, determination of seismic induced deformations, and seismic retrofit evaluations.
- Deep-seated and shallow landslide investigation, analysis, and mitigation.
- Design of shoring and stabilization systems including tie back and soil nail retaining structures.
- Groundwater flow and contaminant transport evaluation and modeling.
- Seismic hazard evaluation, probabilistic and deterministic, for various seismic zones around the United States and abroad.

Dr. Bastani is a veteran managing large projects with complex technical and scheduling constraints. He will be 100% engaged in creating economical and feasible engineering solutions to address GMU field investigation, geotechnical analyses, and report. His technical expertise and extensive experience with the pipeline design and construction will help in for seeing potential constructability issues and reducing the mitigation cost, and shortening construction schedule.

Ali has been involved in many major high profile projects such as seismic retrofitting of San Diego-Coronado Bay Bridge, review of cover system design for Operating Industries Inc. Landfill, Fluor Daniel Corporation headquarter buildings, 10 MG Nohl Canyon and 7 MG Sand Canyon Reservoirs, Orange County's Regional Fire Operation and Training Center, Los Angeles and Rancho Santiago Community Colleges, Hoag Hospital, Malburg 134 MW and Otay Mesa 570 MW Generating Stations, City of Los Angeles Bridge program, Los Angeles Department of Water and Power (LADWP) on-call contract, and Christchurch Earthquake in New Zealand.

Position: Principal, Senior Structural Engineer

Role on Contract: Architecture and Mechanical, HVAC

Office Location: Irvine, CA

Years of Experience (total/with firm): 31/23

Education: PhD/Structural Engineering; MS/Structural Engineering; BS/Civil Engineering

Registrations: 1989/PE/Civil/CA #43988; 1993/PE/Structural/CA #3680

Certifications: LEED Accredited Professional

With more than 30 years of experience, Dr. Said Hilmy, SE, has managed and performed design, assessment, peer review and evaluation services for roofing projects, buildings and structures.

Dr. Hilmy's experience includes engineering design experience for the Sanitation District of Orange County, the Orange County Water District (including analysis and upgrade of the district headquarters building), Miscellaneous work at Metropolitan Water District, County of Los Angeles, Inland Empire Utility Agency, Robert A. Weese Water Filtration Plant, and the San Luis Rey Wastewater Treatment Plant, among others. Dr. Hilmy was also the project manager responsible for the structural design of repairs of the Sand Canyon Dam Spillway and the Shady Canyon Sewer, in the City of Irvine.

In Addition to Water and Sewer structures, Dr. Hilmy designed numerous industrial and facility buildings. He is the project manager and Engineer of Record of the 5 stations for the Automated People Mover project at Los Angeles Airport, which is a \$6 Billion-P3 project, and the \$2 Billion-P3 Consolidated Rental Car (ConRAC) facility, which are considered among the largest in US.

RELEVANT EXPERIENCE

Sewer Pipe Protection: Mission Blvd/ SR-71 Interchange, City of Pomona. IDS was retained by the prime consultant on the project to provide structural engineering services to protect the sewer utilities at the site. The existing sewers, due to planned embankments and walls, are to be loaded such that predicted settlement of the sewers may create damage to the existing pipes. The sewers are owned by the County of Los Angeles Sanitation District. As Project Principal, Said oversaw IDS' team for the Plans, Specifications, and Estimate (PS&E) for agency plan check and approval.

Sewer Line Review, Laguna Royale Condominiums, Laguna Beach. At the base of the Laguna Royale Condominium property, in the soil below Level A, the 78 condominium units are served by a single 8-inch diameter sewer pipe that drops vertically down into the South Coast Water District's (SCWD) sewer tunnel that runs along the coast below this portion of the property. IDS was retained to perform an investigation of the condition and configuration of the sewer lines at Level A, conduct a review of sewer main repairs and prepare preliminary recommendations for sewer main modifications. Scope of

work consist of schematic plans showing the proposed modifications to the sewer lines and an opinion of probable cost. Mr. Hilmy was the Project Principal, working the City of Laguna Beach and South Coast Water District to ensure the proposed plans and system modifications adhered to the desired requirements.

Evaluation of Sanitary Sewer System, Arrowhead Springs 1,916-acre Resort, San Bernardino. IDS was retained by Campus Crusade for Christ International to perform asset assessment study for selected facilities of the Arrowhead Springs Resort in San Bernardino, California. The Sanitary Sewer system consists of gravity collection system for the majority of the site. A duplex wet-well pump system services the lower Village area. The Effluent is directed to a treatment plant consisting of an Imhoff Tank, dosing chamber, trickling filter, clarifier and filter, and absorption beds. Scope of work included an assessment to determine the improvements required to allow the resort to operate as a full-service hotel with an operational village facility. As Project Principal, Said directed our team in the development of a plan to repair/replace the watertight conveyance system.

City of Huntington Beach Ranger Sewer Lift Station No. 16, Huntington Beach. As part of overall capital improvement plan, the City designed and installed several new sewer lift stations to improve service to several of its communities. The existing facility included the construction of a two-compartment concrete enclosure housing subterranean dry pump room and wet well areas. IDS provided comprehensive project management services including daily onsite inspection services. The experience and expertise of the IDS inspector was a key factor in the resolution of many project issues in the area of design, construction means and methods and contract administration.

1630 W. Recycled Water Pipeline Segment C-Pipe Supports at Flood Control Channel Crossing at Baseline Road and Alta Cuesta Drive, Inland Empire Utility Agency. IDS provided construction drawings for the 30" recycled pipe crossing for the 1630 West Recycled Water Project Segment C in the City of Rancho Cucamonga. This project was partially funded by a grant from US Bureau of Reclamation with very tight delivery schedule. IDS evaluated the crossing, developed drawings and prepared the necessary calculations for the pipeline crossing at the San Bernardino Flood Control Channel in the City of Rancho Cucamonga.



Position: Principal Structural Engineer

Role on Contract: Structural

Office Location: La Mesa, CA

Years of Experience (total/with firm): 14/9

Education: MS/2012/Structural Engineering/UCSD;
BS/2008/Structural Engineering/UCSD

Registrations: 2011/PE/Civil/CA #77675;
2014/PE/Structural/CA #6099

Guy Kelsey, PE, SE, has 14 years of structural engineering experience encompassing both new and retrofit projects for various infrastructure, military, commercial, water and wastewater facilities. Mr. Kelsey has performed extensive structural design, seismic analysis, structural evaluation and condition assessments for existing buildings, water and wastewater treatment facilities, reservoirs and conveyance structures throughout California. He has a passion for creative engineering design while providing efficient, cost-effective solutions for his clients.

RELEVANT EXPERIENCE

EVMWD Los Piños 2A Pump Station Improvements, Lake Elsinore. Principal. Mr. Kelsey provided the structural design for a replacement pump station for Elsinore Valley Municipal Water District. Design consisted of a new slab-on-grade foundation with steel canopy structure and pump/piping supports for relocated piping and electrical equipment. The pump station is located on a large slope and tightly constrained site which required coordination with multiple disciplines to determine the most efficient slab and canopy configurations to minimize construction costs and allow for safe operation, access and maintenance of the pump station.

City of Glendora Bluebird Booster Station Upgrade, Glendora. Principal. Mr. Kelsey provided the structural design for a booster pump station, equipment upgrades and modifications of two existing steel reservoirs at the Bluebird site for the City of Glendora. The project consisted of a new 1,500 sqft CMU building with a hip shaped steel framed roof that included sky lights for pump removal and a 1-ton monorail crane beam at the underside of the steel roof framing. Foundation designs were performed for a new emergency generator, transformer and switchboard, and vertical surge tank. Structural design was also provided for the strengthening around new penetrations at two existing steel tanks per AWWA D100 and AWWA D103.

PDMWD Grossmont Tank Rehabilitation, Santee. Principal. Mr. Kelsey provided the structural design for the rehabilitation of Padre Dam Municipal Water District's Grossmont Tank as part of their current as-needed subconsultant contract. The project included a new elevated catwalk structure with safety cable tie-off system, large hinged access bulkhead door in lower 1.25" thick existing shell, and rehabilitation of multiple access platforms, hatches, ladders and appurtenances.

This project included many unique challenges including extensive scaffolding, coating and construction sequencing and accessibility considerations. During construction, continuous coordination with the contractor was required for assessment and repair of areas that were not accessible during design along with communication and expedited submittal reviews to facilitate the rapid schedule.

EVMWD Back Basin Groundwater Treatment Plant Repairs, Lake Elsinore. Principal. Mr. Kelsey provided the structural design for new fall protection tie-off points at the Back Basin Ground Water Treatment Plant (BBGWTP) in Lake Elsinore, CA. The facility was originally constructed in 2009 with a repair project conducted in 2017 that included fall protection tie-off connection points at existing roof beams over the chemical tanks. Scope included checking the existing roof beams where the previously installed tie-off points had been installed and designing new support beams over the remaining tanks for fall protection tie-offs. The new beams are supported by the existing roof beams at one end and the existing CMU wall at the opposite end. Additional scope of work included repairs to the existing filter tanks where new concrete was required at the interior base of the tanks where the existing concrete had deteriorated.

LWD Encinitas Estates Pump Station, Encinitas. Principal. Mr. Kelsey provided the structural design for the Leucadia Wastewater District (LWD) Encinitas Estates Pump Station project in Encinitas, CA. The project consisted of a new precast below grade pump station and various site structures. Structural design included a new CMU freestanding site wall, emergency generator foundation, and multiple electrical equipment foundations. The electrical MCC equipment foundation required a steel canopy for weather protection and consisted of metal deck over HSS tube steel beams supported by HSS columns and was connected to both the foundation and top of the CMU site wall due to limited space and site constraints. Mr. Kelsey also provided the design criteria and submittal review of the precast pump station structure.

OMWD Neighborhood No.1 Pump Station, San Diego. Principal. Mr. Kelsey provided the structural design for a new sewer pump station and electrical building to be constructed in the 4S Ranch neighborhood of San Diego. The project included a reinforced concrete rectangular below-grade pump station and an above-grade CMU electrical building with steel framed roof structure.

Position: President/Principal Hydrogeologist

Role on Contract: Hydrogeology

Office Location: Pomona, CA

Years of Experience (total/with firm): 25/5

Education: MS/2006/Environmental Hydrogeology; BS/1996/Geology

Registrations: 2004/Professional Geologist/CA #7648

Certifications: 2005/Certified Hydrogeologist/CA #822

Russell Kyle, PG, CHG, has 25 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of a team of field inspectors, coordination with drilling contractors and regulatory agencies, well design, and construction management. Recent notable projects include installation of potable water supply wells for California Water Service Company, South Montebello Irrigation District, Montebello Land and Water Company, and development of well rehabilitation, replacement, prioritization plans for the Long Beach Water Department, California Water Service Company, City of Riverside, and Palmdale Water District. He is also active within the water resources community and is currently a member and past Chair to the AWWA CA-NV Water Well Technology Committee, and as a voting member of the AWWA National Well Standards Committee. Mr. Kyle is also serving on multiple Technical Action Committees working to develop the new California Department of Water Resources water well standards.

RELEVANT EXPERIENCE

Beneta Replacement Well, City of Tustin. Provided hydrogeological services during installation of a replacement water supply well in Orange County. The scope of work included permitting support, preliminary and final design, and construction management and inspection.

Alamitos Wells 14 and 9A, Long Beach Water Department. Project manager for this critical project, which includes permitting, design, construction management, and inspection of two new well installations, and destruction of four existing wells. Components of the project include above-ground and below-ground infrastructure, parking lot design, traffic control plans, and new and modified SCADA service. Both wells have been constructed and are nearing completion of the drilling phase. The first well was tested at 3,000 gpm with a specific capacity of 94 gpm/foot.

Development of a Rehabilitation Prioritization Plan, Palmdale Water District. Developed a rehabilitation and replacement prioritization plan for the Palmdale Water District well field, consisting of 22 actively pumping wells. This project involved a thorough evaluation and ranking of each well as to rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three wells, including technical specifications and bid support.

Design and Installation of City of Banning Well C-8, City of Banning. The City is seeking to install a new municipal water supply well to increase groundwater production capacity to meet future demands. Conducted a water supply feasibility study, a well site assessment and ranking, a preliminary design assessment, and developed a drilling bid package. The drilling contract has been issued and the drilling phase is scheduled to begin in May 2023.

New Grand Well, City of San Jacinto. Provided hydrogeological support services during siting and installation of a replacement water supply well for the City of San Jacinto. The scope of work included permitting support, preliminary and final design, and construction management and inspection. The well was completed in February 2023 and was tested at 2,500 gpm and with improved water quality.

Collection Main and New Well Site Study, Long Beach Water Department. LBWD currently owns and operates 28 groundwater supply wells located throughout the city, in addition to a new well currently being equipped, and a second well recently constructed. LBWD's goal is to optimize local water supply sources and maintain a production well field with suitable capacity through the year 2032. Principal-in-charge for a well siting study to evaluate areas favorable for installation of new production wells within the Central and West Coast Basins, and within relative proximity to the existing collection main pipeline. Buffers around sites of environmental concern, existing wells, and active hazardous liquid pipelines were used to eliminate possible areas for a new potable well. Potential sites were identified within areas that did not fall within those buffers and were within a one-mile radius of the collection main pipeline. The sites were ranked based upon a scientific approach and weighted decision matrix and an evaluation of how each potential well site will impact the collection main system.

Position: Principal Corrosion Engineer

Role on Contract: Corrosion Engineering

Office Location: El Cajon, CA

Years of Experience (total/with firm): 26/19

Education: BS/1997/Civil Engineering; National Association of Corrosion Engineers; Cathodic Protection Certification Training

Registrations: 2007/PE/Civil/CA #C70686

Certifications: NACE Int'l: Cathodic Protection Specialist No. 6321; Confined Space Entrant/Attendee

Rick Yeager Jr., PE, is a California Registered Civil Engineer and a NACE Int'l Certified Cathodic Protection Specialist with a broad background in corrosion engineering, inspections, and construction support services. Mr. Yeager has extensive experience in water and wastewater corrosion control and cathodic protection system designs, corrosivity assessments, pipe and coating materials of construction, and inspection and monitoring of installed piping systems. The NACE Certification meets the definition of "Corrosion Expert" as defined by the United States Environmental Protection Agency and under 40 CFR 280.12 of the Code of Federal Regulations. Additionally, Mr. Yeager has provided construction inspection services for projects that have included pipelines, water reservoirs, treatment plants, and roadways.

As-Needed Corrosion Engineering & Annual Assessments

Provide Cathodic Protection Survey and Performance testing of installed pipelines and reservoirs. To include monitoring, testing and troubleshooting all existing corrosion control facilities for corrosion. Performing coating assessments on process facilities, water treatment plants, and buried piping systems. Then assessing system damage and evaluating cathodic protection system performance and identifying repair or refurbishment requirements. A summary report listing all observations, conclusions, and recommendations is submitted at the completion of each annual survey.

- Ramona Municipal Water District
- Olivenhain Municipal Water District
- Santa Fe Irrigation District
- Leucadia Wastewater District
- Otay Water District
- San Dieguito Water District
- City of San Diego
- Padre Dam Municipal Water District
- Vallecitos Water District

Corrosion Control Evaluation and CP Design

Responsible for designing new and retrofit cathodic protection systems for buried metallic pipelines and aboveground water storage tanks. Designs, galvanic anode and impressed current, take into account soil conditions, coating options, power availability and other parameters in order to achieve the most cost effective means of long-term corrosion protection in accordance with nationally accepted standards.

- Clearwell Replacement Project, City of Poway
- Morena Pump Station & Conveyance System, City of San Diego
- Otay 2nd PL Phase 1, 2, & 3, City of San Diego
- Cielo & Woodman Pump Station, City of San Diego
- Carancho Pump Station PDR, RCWD



SECTION 4 FEE SCHEDULE





California Ardurra Group, Inc.
Effective January 1, 2023 Standard Billing Rate Schedule

Engineering, Municipal, Environmental & Surveying Services	
Staff	Hourly Rate
Principal	\$320
QA/QC Manager	\$280
Project Manager IV	\$280
Project Manager III	\$240
Project Manager II	\$220
Project Manager I	\$200
Project Engineer VI	\$240
Project Engineer V	\$220
Project Engineer IV	\$200
Project Engineer III	\$180
Project Engineer II	\$160
Project Engineer I	\$140
Project Designer III*	\$190
Project Designer II*	\$160
Project Designer I*	\$130
CADD Drafter III*	\$145
CADD Drafter II*	\$125
CADD Drafter I*	\$110
Public Works Technician I*	\$110
Administrative Assistant*	\$120
Plan Check Engineer IV	\$210
Plan Check Engineer III	\$185
Plan Check Engineer II	\$170
Plan Check Engineer I	\$150
Public Works Technician III*	\$140
Public Works Technician II*	\$120
Public Works Technician I*	\$100
Senior Code Enforcement Officer/Manager*	\$120
Code Enforcement Officer II*	\$90
Code Enforcement Officer I*	\$80
Senior Structural Engineer	\$240
Structural Engineer	\$180
SUE Technician*	\$140
SWPPP Practitioner*	\$150
Specialty Professional/Discipline	\$280
Senior Environmental Scientist	\$240
Associate Environmental Scientist	\$170
Assistant Environmental Scientist*	\$140

Engineering, Municipal, Environmental & Surveying Services	
Staff	Hourly Rate
Senior Planner	\$200
Planner II	\$180
Planner I	\$160
Associate/Assistant Planner	\$130
Senior Landscape Architect	\$240
Landscape Architect	\$180
Principal Architect	\$240
Senior/Associate Architect	\$210
Architect	\$200
3-Person Survey Crew*	\$380
2-Person Survey Crew*	\$300
1-Person Survey Crew*	\$200
Survey Director	\$240
Assistant Surveyor (not Licensed)*	\$180
GIS Analyst*	\$180
GIS Specialist*	\$160
Graphic Designer*	\$140
Drone Operator with Camera*	\$180
Flow Monitoring Field Technician I*	\$90
Flow Monitoring Field Technician II*	\$110
Flow Monitoring Field Technician III*	\$120
Flow Monitoring Field Supervisor*	\$145
Flow Monitoring Field Manager	\$175
Flow Monitoring Project/Data Manager	\$195
Community Relations Strategic Advisor	\$280
Community Relations Project Manager	\$250
Community Relations Assistant Project Manager	\$220
Community Relations Senior Account Coordinator	\$160
Community Relations Account Coordinator	\$140
Community Relations Senior Graphic Artist	\$190
Community Relations Graphic Artist	\$160
Community Relations Account Assistant	\$120

Expert Witness Services	
Data Review and Preparation	\$320
Testimony & Deposition	\$475



California Ardurra Group, Inc.
Effective January 1, 2023 Standard Billing Rate Schedule

Project and Construction Management and Inspection Services	
Staff	Rate ¹
Principal	\$320
Principal Program Manager	\$280
Project Executive / QA/QC Manager	\$280
Senior Program Manager	\$240
Program Manager	\$220
Principal Project Manager	\$280
Senior Project Manager	\$250
Project Manager	\$220
Assistant Project Manager	\$175
Principal Construction Manager	\$280
Structures Representative	\$260
Senior Construction Manager	\$250
Construction Manager	\$220
Assistant Construction Manager	\$175
Project Controls Engineer, Labor Compliance	\$160
Documents Control, Administration	\$130

Notes/Assumptions:

- * Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over 8 hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and Holidays.
1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
 2. Rate applies to the first four hours of overtime during the week and/or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
 3. Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination # SC-23-63-2-2022-1D Issued 8/22/2022 for the August 22, 2022 to June 30, 2023 rate. The above billing rates increase by \$10/hour on July 1, 2023 and again on July 1, 2024 to adjust for predetermined increases.
 4. A Special Shift is any shift that starts after 5:00 PM and before 6:00 AM.
 5. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
 - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
 - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
 6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
 7. **Web-Based Contract Administration:** Selected/specified cloud-based service billed at cost plus fifteen percent (15%).
 8. **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus 15 percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate. An allowance for extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.
 9. **Fees for Subconsultant Services:** Billed at actual cost, plus 15 percent (15%) to cover overhead and administration.
 10. **Escalation:** This rate schedule is effective through June 30, 2024. For each additional fiscal year, rates will be subject to increases pursuant to the terms of the agreement.
 11. **Exclusions to Scope and Fee:**
The following items are specifically excluded:
 - Legal advice
 - Temporary field office facilities, equipment, furniture, utilities and/or services
 - Materials, soils and/or hazardous materials testing or monitoring
 - Construction labor, materials and/or equipment
 - Copies of plans and specifications or other oversized drawings
 - Additional services not specifically called for in the proposal
 - Expert witness services
 - Standby services



BCRCONSULTING LLC

RATES FOR PROFESSIONAL STAFF

Table A. Hourly Rates

Position	Regular Hourly Rate
Principal Investigator	\$ 120.00
Project Manager	\$ 100.00
GIS/Graphics	\$ 85.00
Field Archaeologist/Monitor	\$ 75.00
Field Paleontologist/Monitor	\$ 75.00
Historian/Researcher	\$ 75.00
Word Processing	\$ 75.00
Production	\$ 75.00

Table B. Direct Expense

Expense	Cost*
Per Diem	\$ 75.00 / day
Mileage	\$ 0.56 / mile
Lodging	\$ 150.00 / day

*May vary regionally

PERMITS AND INSURANCE

BCR consulting is a certified Small Business Enterprise (SBE), recognized by the Coalition of Southern California Public Agencies. We maintain the necessary permits and insurance to perform all phases of cultural resource work on public and private land. Permits, authorizations, and insurance (certificates provided upon request) include:

- Small Business Enterprise (NAICS Code 541620; Vendor 217237)
- Bureau of Land Mgmt. (BLM) Cultural Use Permit for California and Nevada (Great Basin)
- Listed with all 12 Offices of the California Historical Resources Information System (CHRIS)
- San Bernardino County Museum Curation Agreement
- Accession Agreement with the San Diego Archaeological Center
- Arizona State Museum Records Repository Agreement
- Riverside County Planning Department Certification to Perform Cultural Resource Work
- Orange County Certified Archaeologist
- Professional/General Liability Insurance
- Workers Compensation Insurance
- Commercial Auto Insurance



2023 FEE SCHEDULE

FIELD SERVICES:

One-person survey party	\$225 per Hour
Two-person survey party	\$300 per Hour
Three-person survey party	\$385 per Hour

****There will be a minimum of 4 hours per day for all T&M work.****

Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses.

OFFICE SERVICES:

Project Manager (L.S.)	\$200 per Hour
Project Surveyor	\$175 per Hour
Survey Tech/CAD Drafter	\$155 per Hour
Project Assistant	\$ 80 per Hour
Project Manager Deposition and Court Hearings	\$240 per Hour

OTHER COSTS:

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
DIR: 1000007166 Exp. 06/30/25
DBE 38284
President

400 East Rincon Street, Suite 202
Corona, CA 92879

1

909.484.4200
www.CL-Survey.com



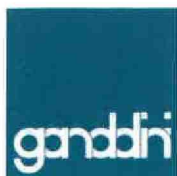
HOURLY RATE SCHEDULE

Effective January 1, 2023 through December 31, 2023

OFFICE PERSONNEL	\$/ Hour
Principal	275.00
Managing Director	253.00
Project Manager/Director.....	215.00
Senior Biologist/Regulatory Specialist	182.00
Senior GIS Specialist	149.00
Biologist/Regulatory Analyst.....	149.00
GIS Analyst.....	132.00
Field Biologist.....	121.00
Office Support/ Clerical.....	110.00

Notes:

1. Reproduction (including blueprints, if needed), mileage, messenger service and other direct expenses will be charged at cost with no percentage mark-up.
2. A Sub-Consultant Management Fee will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.
3. Annual cost increases will follow the Consumer Price Index for that year.



transportation ■ noise ■ air quality | **GANDDINI GROUP**

FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 180
Director/Vice President.....	\$ 165
Senior Engineer/Planner.....	\$ 145
Engineer/Planner	\$ 115
Junior Engineer/Planner	\$ 85
Senior Technician.....	\$ 80
Technician	\$ 50
Administrative Assistant	\$ 50

Effective through December 31, 2023.

Mileage shall be billed at the IRS standard mileage rate for business travel at the time the expense is incurred.

Deliverables are typically provided in electronic Portable Document Format (PDF). Hard copies can be provided upon request at the following rates:

Memorandums/Letters	\$25 per copy
Technical Reports	\$100 per copy

555 Parkcenter Drive, Suite 225, Santa Ana, California 92705
(714) 795-3100 | ganddini.com



2023 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Document Preparation and Project Services	\$ 105.00/hour
CAD/GIS Design Engineer	\$ 123.00/hour
Staff Engineer or Geologist	\$ 165.00/hour
Senior Staff Engineer or Geologist	\$ 182.00/hour
Project Engineer or Geologist	\$ 205.00/hour
Senior Engineer or Geologist	\$ 240.00/hour
Associate Engineer or Geologist	\$ 260.00/hour
Principal/Director	\$ 285.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician	\$ 105.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 124.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector (<i>No 4-hour minimum</i>)	\$ 124.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 165.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 165.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 32.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing	\$ 133.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost



Schedule of Hourly Charges – 2022-2023

The following describes the basis for IDS Group compensation for services performed during the execution of the contract. The proposed rates shall remain firm for the duration of a particular project.

Personnel Charges:

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be the Unit Price Hourly rates set forth below for the labor classifications indicated.

Charges for contract personnel under IDS supervision and using IDS facilities will be made according to the hourly rate corresponding to their classification.

Staff Classification Rate Hourly

Clerical / Word Processor	\$68
Technical Assistant/Writer	\$100
Drafter/Illustrator	\$110
Intermediate Drafter	\$115
Senior Drafter/Illustrator	\$120
Cost Estimator	\$150
Professional Engineer (P.E.)	\$150
Architect	\$155
Architectural Job Captain- Designer	\$160
Structural Engineer (S.E.)	\$170

Mechanical Engineer (PE)	\$168
Electrical Engineer (EE)	\$168
Civil Engineer (PE)	\$168
Senior Estimator	\$170
Resident/Construction Engineer	\$180
Senior Architect (RA)	\$192
Senior Mechanical Engineer (PE)	\$192
Senior Electrical Engineer (PE)	\$192
Senior Structural Engineer (PE)	\$192
Senior Civil Engineer (PE)	\$192
Project Manager	\$193
Associate Principal	\$228
Principal/ Q/A Q/C	\$242
Principal/ PM	\$242

Overtime (hours worked in excess of eight (8) hours per day by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates. Overtime will be charges at 1.5 times the above hourly rates.

It is understood that the above rates will remain the same in the duration of the project contract with 5% increase per year.



Structural Engineering Service Hourly Rates

SCHEDULE OF FEES

Jan 2023 – Dec 2023

HOURLY RATES

Principal	\$225.00
Project Manager	\$200.00
Senior Engineer	\$180.00
Project Engineer	\$160.00
Assistant Engineer	\$140.00
CAD Technician	\$130.00
Administration	\$100.00

Hourly charges include provisions for normal overhead costs such as fringe benefits, office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Mileage shall be reimbursed at a rate equivalent to the current calendar year's IRS standard mileage rate. Rates shown are valid until December 31, 2023.



FEE SCHEDULE

Labor Classification	Hourly Rate
Principal Hydrogeologist	\$200
Project Hydrogeologist	\$150
Staff Hydrogeologist	\$140
GIS Technician	\$120
Project Coordinator	\$105
Clerical	\$80

Non-Labor Charges:

Mileage = \$0.655 per mile (i.e., the allowable IRS rate)

Field visit (day) = \$35

Field visit (overnight) = \$180

Transducer rental = \$25 per day

Rates subject to change effective January 1, 2024.

KYLE Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767
(626) 379-7569



RATE SCHEDULE

2023-2024 Billing Rates
(Rates Held Through April 30, 2024)

CITY OF FULLERTON **On-Call Professional Services FY2023-2024**

Corrosion Engineering Services

Senior Project Manager \$210
(NACE Certified or Corrosion PE)

Project Manager \$205
(NACE Certified or Corrosion PE)

Administrative Services

Administrative Assistant \$125

Cadd Design Services

Senior CADD Technician \$145

Notes:

- 1. All overhead costs (Mileage, Admin, Per Diem, etc.) are included in the above billing rates.**
- 2. Annual Escalation Rates are 3%.**



APPENDIX A EVIDENCE OF INSURANCE





ARDURRA-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/3/2023

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

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

PRODUCER
 Ames & Gough
 8300 Greensboro Drive
 Suite 980
 McLean, VA 22102

CONTACT
 NAME:
 PHONE
 (A/C, No, Ext): (703) 827-2277
 E-MAIL
 ADDRESS: admin@amesgough.com

FAX
 (A/C, No): (703) 827-2279

INSURED

Ardurra Group, Inc.
 4921 Memorial Hwy Ste 300
 Tampa, FL 33634

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company A(XV) 20508

INSURER B: National Fire Insurance Company of Hartford A(XV) 20478

INSURER C: Continental Insurance Company A(XV) 35289

INSURER D: National Fire & Marine Insurance Company 20079

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR		6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	☒ Contractual Liab.					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
	GEN'L AGGREGATE LIMIT APPLIES PER					
	☒ POLICY ☐ PROJECT ☐ LOC					
	OTHER					
B	AUTOMOBILE LIABILITY					
	☒ ANY AUTO		6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE \$ 15,000,000
	EXCESS LIAB	CLAIMS-MADE	6075640270	1/1/2023	1/1/2024	AGGREGATE \$ 15,000,000
	DED ☒ RETENTIONS	10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	6075640267	1/1/2023	1/1/2024	☒ PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate 10,000,000

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

Berkshire Hathaway Specialty Insurance Company has an AM Best Rating of A++ in the Financial Size category of XV. The AMB# is 000864, and the NAIC# is 22276.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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APPENDIX B REQUIRED FORMS



SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal.

Public Agency city/county/other: <i>NA*</i>	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

* Ardurra has no contracts ending in termination, settlement or litigation within the past five (5) years.

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature *Lisa M. Penna*

Date May 18, 2023

Name: Lisa M. Penna

Title: Vice President, Regional Director

SECTION VIII EXCEPTIONS FORM

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Qualifications, please indicate below and describe details: (check any that apply).

- ☐ No exceptions taken
☐ Exception taken to the scope of work or specifications
☐ Exception taken to indemnification and insurance requirements
☒ Exception to proposed contract language
☐ Other

Please explain any of the checked items

Ardurra requests striking the second sentence on RFQ page 24, Sample Professional Services Agreement, under item 6.8

Indemnification and Hold Harmless: *"The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct ... based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable."*

PROPOSING FIRM Ardurra Group, Inc. DATE May 18, 2023

BUSINESS ADDRESS 3737 Birch Street, Suite 250, Newport Beach, CA 92660

SIGNATURE OF REPRESENTATIVE: 

BY: Lisa M. Penna TITLE Vice President (authorized officer)

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If proposer is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Ernesto Aguilar

Catherine Cahill

CEO

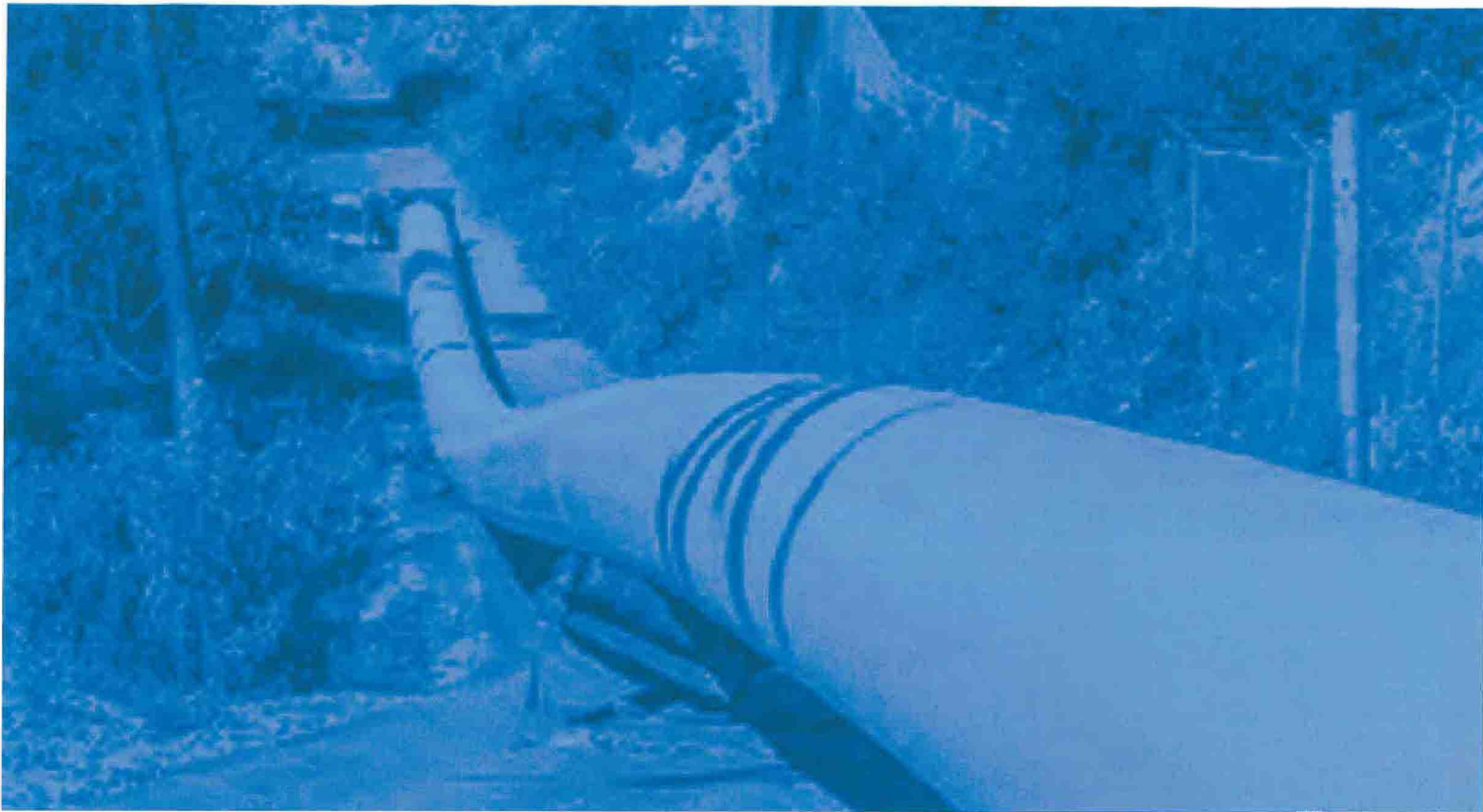
CFO

4921 Memorial Highway, Suite 300

8600 NW 17th Street, Suite 200

Tampa, FL 33634

Doral, FL 33126



3737 Birch Street, Suite 250 | Newport Beach, CA 92660 | 949.428.1500 | www.ardurra.com