



SWEETWATER AUTHORITY

505 GARRETT AVENUE
CHULA VISTA, CALIFORNIA 91910
(619) 420-1413
FAX (619) 425-7469
www.sweetwater.org

GOVERNING BOARD

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CARLOS QUINTERO
GENERAL MANAGER

July 19, 2023

Leanne Hammond, PE
HDR Engineering, Inc.
591 Camino de la Reina, Suite 300
San Diego, CA 92108

Subject: Amendment No. 1 to the Agreement for Services between Sweetwater Authority and HDR Engineering, Inc.
SWA File: (Gen) HDR Engineering

Dear Ms. Hammond:

This letter serves as Amendment No. 1 (Amendment) to the Agreement for Services (Agreement) between Sweetwater Authority (Authority) and HDR Engineering, Inc., executed on May 11, 2022 (enclosed), to provide Fire Flow Analysis Services and Peer Review on Appropriateness of PVC Pipe on Potable Water Main, for a not to exceed sum of \$65,400.

The Authority and HDR Engineering, Inc. now desire to amend the Agreement for the first time to increase HDR Engineering, Inc.'s compensation for Fire Flow Analysis Services, by an additional sum of \$9,480, bringing the authorization under the Agreement to a cumulative not-to-exceed amount of \$74,880. The Fire Flow Analysis Services shall be done in accordance with Task No. 2a of the enclosed proposal provided by HDR Engineering, Inc., dated July 17, 2023. Services shall be provided on a time and materials basis, based on the Schedule of Charges included with the Agreement.

Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment. HDR Engineering, Inc. further accepts the terms and conditions of this Amendment as full and final resolution of any and all claims, asserted or otherwise, arising out of or related to the subject of this Amendment and acknowledges that the compensation and/or additional time, if any, set forth herein is adequate and comprises the total compensation and/or time due for the change(s) included in this Amendment.



Leanne Hammond, PE

Re: Amendment No. 1 to Agreement for Services between Sweetwater Authority and
HDR Engineering, Inc.

July 19, 2023

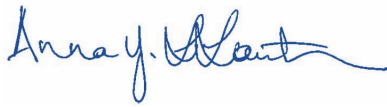
Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the most recent date written below.

SWEETWATER AUTHORITY

HDR Engineering, Inc.

By: _____


By: _____
(Authorized Representative)

Name: Carlos Quintero, P.E.

Name: Anna Lantin

Title: General Manager

Title: Vice President

Dated: _____

Dated: 07/20/2023

For any questions regarding this Amendment No. 1, please contact Christopher Bauer, Engineering Manager, at 619-409-6751, or cbauer@sweetwater.org.

Sincerely,

SWEETWATER AUTHORITY



Erick Del Bosque, PE
Director of Engineering and Operations

EDB:mm

enclosure: as cited



July 17, 2023

Chris Bauer, Engineering Manager
Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91912-2328

Re: Request for Amendment No. 1 to Provide Fire Flow Analysis Services

Dear Mr. Bauer,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this amendment request to Sweetwater Authority (Authority) to provide one (1) calendar year of fire flow modeling analysis. The current contract for fire flow modeling services also included scope for a technical peer review and was executed on May 11, 2022 with an authorized budget of \$65,400. We request an amendment to the contract to provide fire flow services for an additional year, with an initial 2-month authorization and a contract period extension through June 30, 2024.

Scope of Services

This scope of work includes efforts required to conduct fire flow analysis on the Authority's potable water distribution system.

Task 2 Fire Flow Analysis - Amendment

HDR will meet with Authority staff as needed to provide project status updates and to ensure that our team is meeting the Authority's expectations. HDR will manage the contract budget, schedule, and prepare invoices on a monthly basis for Authority review and approval.

Using the Authority's existing InfoWater hydraulic model, updated as part of the 2020 Water Distribution System Master Plan, HDR will conduct fire flow analyses at the Authority's request to determine available service pressures during modeled fire flows within the water distribution system.

Deliverables:

- Invoices to be prepared and submitted monthly
- Fire flow analysis results to be presented in the Authority's fire flow form template, with a site description, results of available fire flows and pressures, and an exhibit of the modeled network and fire flow location.





Assumptions:

- Meetings will be held virtually, via WebEx, phone, or the Authority’s virtual platform of choice.
- Contract schedule will extend through June 30, 2024.
- Task assumes an average of ten (10) fire flow analysis requests per month, for a total of 156 fire flow requests.
- Fire flow analysis will be performed as received, with results submitted to the Authority within one (1) week.
- HDR will use the Authority InfoWater hydraulic model for the fire flow analysis.
- No travel or in person meetings are required under this scope

Task 2a – Initial 2-Month Authorization

HDR requests an initial 2-month authorization to continue provided fire flow analysis services.

Task 2b – Remaining 10-Month Authorization

Following the authorization of Task 2a, HDR requests the Authority approve the remainder of the fire flow analysis services amendment.

Fee Estimate and Schedule

The total proposed fee estimate to perform the scope of services within this amendment is \$47,915 and is detailed in the table below.

TASKS		LEVEL OF EFFORT				FEE			
No.	Description	Project Manager	Technical Reviewer	Hydraulic Modeler	Project Administrator	Total Labor	Labor	Direct Costs	Total
<i>Client Billing Rates</i>		\$315	\$230	\$135	\$130	\$156		<i>Calc</i>	<i>Calc</i>
2a	Hydraulic Analysis - Fire Flow Requests								
2a.1	Project Management	2			2	4	\$890	\$0	\$890
2a.2	Fire Flow Analysis		8	50		58	\$8,590	\$0	\$8,590
Subtotal 2a Hydraulic Analysis - Fire Flow Requests		2	8	50	2	62	\$9,480	\$0	\$9,480
2b	Hydraulic Analysis - Fire Flow Requests (2024)								
2b.1	Project Management	10			10	20	\$4,450	\$0	\$4,450
2b.2	Fire Flow Analysis		38	187		225	\$33,985	\$0	\$33,985
ptotal 2b Hydraulic Analysis - Fire Flow Requests (2024)		10	38	187	10	245	\$38,435	\$0	\$38,435
TOTAL, hours		12	46	237	12	307			
TOTAL, dollars							\$47,915	\$0	\$47,915





Project work can begin immediately upon receipt of Notice to Proceed. If you have any questions regarding our proposed scope of work, please contact Leanne Hammond at Leanne.Hammond@hdrinc.com or 858.712.8203.

Sincerely,
HDR Engineering, Inc.

A handwritten signature in blue ink that reads "Anna Lantin".

Anna Lantin, PE
Vice President

A handwritten signature in blue ink that reads "Leanne Hammond".

Leanne Hammond, PE
Project Manager



**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND HDR ENGINEERING, INC.**

This Agreement is made and entered into this 11th day of May 2022 by and between SWEETWATER AUTHORITY (hereinafter referred to as the "Authority"), a joint powers agency operating under the Irrigation District Law, Water Code § 20500 et seq., and HDR ENGINEERING, INC. (hereinafter referred to as "Consultant").

RECITALS

- A. The Authority is a public agency of the State of California and is in need of professional services for the following project: **FIRE FLOW ANALYSIS SERVICES AND PEER REVIEW ON APPROPRIATENESS OF PVC PIPE ON POTABLE WATER MAIN** (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The parties desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

1.1 Consultant shall provide the Authority with the services described in the Scope of Services attached hereto as Exhibit "A" and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 At any time during the term of this Agreement, the Authority may request changes in the Scope of Services, and any such change shall be processed by the Authority in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by the Authority and executed by both parties before performance of such services or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

2. Compensation

2.1 Subject to paragraph 2.2 below, the Authority shall pay for such Services in accordance with the Schedule of Charges set forth in Exhibit "B" and by this reference incorporated herein.

2.2 Unless otherwise provide herein, Consultant will perform services on a time and material basis. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed the sum of **\$65,400**. Periodic payments shall be made within thirty (30) days of receipt of an undisputed statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

**AGREEMENT FOR SERVICES
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2.3 Payment shall not constitute acceptance of any work completed by Consultant.

3. Time of Performance

3.1 Consultant shall perform its services hereunder in a prompt and timely manner, in accordance with the Activity Schedule shown in Exhibit "C," and shall commence performance upon receipt of the written Notice to Proceed from the Authority. The Notice to Proceed shall set forth the date of commencement of work. Consultant shall confer as requested with Authority representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

3.2 Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, or judicial restraint.

3.3 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

4. California Labor Code Requirements

4.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

4.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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5. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

6. Insurance

6.1 Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract and for a minimum of twenty-four (24) months following the date of the Project completion and acceptance by the Authority, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

6.2 Coverage: Coverage shall be at least as broad as the following:

6.2.1 Commercial General Liability (CGL): Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the Authority) or the general aggregate limit shall be at least twice the required occurrence limit or two million dollars (\$2,000,000).

(a) **Required Provisions**: The General Liability policy must contain, or be endorsed to contain, the following provisions:

(i) **Additional Insured Status**: Authority, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

(ii) **Primary Coverage**: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Authority, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Authority its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

6.2.2 Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

6.2.3 Workers' Compensation Insurance - As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per

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accident for bodily injury or disease. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

(a) **Waiver of Subrogation:** The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Authority for all work performed by Consultant, its employees, agents and sub-consultants. The Insurer(s) agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the policy which arise from work performed by the Consultant; but this provision applies regardless of whether or not the Authority has received a Waiver of Subrogation from the insurer.

6.2.4 Professional Liability - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

(a) **If Claims Made Policies:**

(i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(ii) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

(iii) If 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.

6.3 Other Required Provisions

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

6.3.2 Policy limits shall not be less than the minimum limits described above. The limits of insurance required by this Agreement may be satisfied by a combination of primary, and umbrella or excess insurance. Each umbrella or excess policy shall follow the same provisions as the primary policy.

6.3.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers.

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6.3.4 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.5 Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority.

6.4 Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared to and approved by the Authority. The Authority may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6.4.1 At the election of the Authority, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

6.4.2 Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Authority.

6.5 Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California and maintain an agent for process within the state, unless waived, in writing, by the Authority Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A: VII or better, or as otherwise approved by the Authority Risk Manager.

6.6 Verification of Coverage - Consultant shall furnish the Authority with certificates (Acord Form 25 or equivalent) and amendatory endorsements, declarations page(s) listing all policy endorsements or copies of the applicable policy language effecting coverage required by this Agreement. Blanket endorsements are accepted with language that states "as required by contract". All certificates and endorsements are to be received and approved by the Authority before work commences.

6.6.1 Such evidence shall include the following:

(a) Additional insured endorsements with primary & non-contributory wording for each policy providing General Liability coverage

(b) Workers' Compensation waiver of subrogation

6.6.2 All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Authority reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.7 Continuation of Coverage - Consultant shall, upon demand of the Authority deliver evidence of coverage showing continuation of coverage for not less than 24 months for all policies, and not less than (5) years for claims made policies, following the termination or completion of

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
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this Agreement. Consultant further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Authority to the Authority at least ten (10) days prior to the expiration date. Failure to continually satisfy the Insurance requirements is a material breach of contract.

6.8 Sub-Consultants - In the event that Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be Consultant's responsibility to require, verify and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall, upon demand of the Authority, deliver to the Authority copies such policy or policies of insurance and the receipts for payment of premiums thereon.

6.9 The Authority reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

7. Indemnification

7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

7.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Consultant's obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed Consultant's proportionate percentage of fault.

8. Termination or Abandonment

8.1 The Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, the Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed, and/or being abandoned. The Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination.

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If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Authority and Consultant of the portion of such task completed but not paid prior to said termination. The Authority shall not be liable for any costs other than the charges or portions thereof, which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

8.2 Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

9. Compliance with All Laws.

9.1 Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9.2 Consultant shall assist the Authority in obtaining and maintaining all permits required by federal, state, and local regulatory agencies.

9.3 Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its services or operations performed under this Agreement.

10. Organization

Consultant shall assign **Leanne Hammond, P.E.** as the Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

11. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.

12. Job Site Responsibility.

If the services covered by this Agreement involve a construction phase of the Project, the Authority agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
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13. Assignment and Subconsultants

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Conflicts of Interest

Identify all existing and past financial relationships (including consulting agreements) between HDR Engineering, Inc. and members of the Authority's Governing Board, and entities for which said members are employed, or have an interest, both past and present.

15. General Provisions

15.1 Independent Consultant. Consultant is retained as an independent consultant and is not an employee of Authority. No employee or agent of Consultant shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from the Authority as herein provided.

15.2 Notice. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Authority:
SWEETWATER AUTHORITY
505 Garrett Ave
Chula Vista, CA 91910
Attn: Erick Del Bosque, P.E.

Consultant:
HDR ENGINEERING, INC.
591 Camino de la Reina, Suite 300
San Diego, CA 92108
Attn:Leanne Hammond, P.E.

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

15.3 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render other provisions of this Agreement unenforceable, invalid or illegal.

15.4 Integration. This Agreement represents the entire understanding of the Authority and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

15.5 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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15.6 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

15.7 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Consultant.

15.8 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by the Authority pending settlement of the dispute.

15.9 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

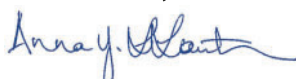
15.10 Peer Review. Consultant's review of the technical memorandums prepared by other firms shall not make Consultant responsible for such memorandums. Notwithstanding anything to the contrary in this Agreement, Consultant assumes no responsibility or liability for the technical memorandums; including any errors, omissions, or other deficiencies therein; and Authority agrees to release Consultant and look solely to the other firms who prepared such memorandums if any such errors, omissions, or deficiencies are ultimately discovered.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SWEETWATER AUTHORITY

HDR ENGINEERING, INC.

By: 

By: 
(Authorized Representative of Consultant)

Name: Carlos Quintero

Name: Anna Lantin

Title: General Manager

Title: Vice President

Dated: 05/11/2022

Dated: 05/10/2022

Approved as to form: (only required when contract template is modified)



Paula C. P. de Sousa
Legal Counsel
SWEETWATER AUTHORITY

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BETWEEN SWEETWATER AUTHORITY
AND
HDR ENGINEERING, INC.**

**EXHIBIT "A"
SCOPE OF WORK**



May 1, 2022

Erick del Bosque, Director of Engineering
Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91912-2328

Re: Proposal to Provide Fire Flow Analysis Services and Peer Review on the Appropriateness of PVC Pipe for Potable Water Transmission

Dear Mr. Del Bosque

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this proposal to Sweetwater Authority (Authority) to provide one (1) calendar year of fire flow modeling analysis and perform a peer review and prepare a technical memorandum to evaluate the use of polyvinyl chloride (PVC) pipe within the Chula Vista Bayfront Redevelopment site given the potential for contaminants to penetrate the pipe and fittings.

Scope of Services

This scope of work includes efforts required to conduct fire flow analysis on the Authority's potable water distribution system and to perform a technical peer review for the Chula Vista Bayfront Redevelopment.

Task 1 Project Management and Meetings

HDR will meet with Authority staff as needed to provide project status updates and to ensure that our team is meeting the Authority's expectations. HDR will manage the contract budget, schedule, and prepare invoices on a monthly basis for Authority review and approval.

Deliverables:

- Invoices to be prepared and submitted monthly

Assumptions:

- Authority will assign a Project Manager to act as the primary point of contact for the work.
- Meetings will be held virtually, via WebEx, phone, or the Authority's virtual platform of choice.
- Contract schedule will extend through June 1, 2023.

Task 2 Fire Flow Analysis

Following Notice to Proceed, HDR will schedule a kickoff meeting to review the task goals, schedule, and data needs. HDR will meet with District staff as needed to provide project status updates and to ensure that our team is meeting the District's expectations.



Using the Authority's existing InfoWater hydraulic model, updated as part of the 2020 Water Distribution System Master Plan, HDR will conduct fire flow analyses at the Authority's request to determine available service pressures during modeled fire flows within the water distribution system.

Deliverables:

- Fire flow analysis results to be presented in the Authority's fire flow form template, with a site description, results of available fire flows and pressures, and an exhibit of the modeled network and fire flow location.

Assumptions:

- One (1) kickoff meeting will be held for this task with Authority staff and up to two (2) HDR staff to discuss task goals, schedule, and data requests. Meeting will be held virtually, via WebEx, phone, or the Authority's virtual platform of choice.
- Authority to provide the fire flow analysis template for HDR's use in documenting results.
- Task assumes an average of up to three (3) fire flow analysis requests per week, for a total of 156 fire flow requests.
- Fire flow analysis will be performed as received, with results submitted to the Authority within two (2) working days.
- HDR will use the Authority InfoWater hydraulic model for the fire flow analysis.

Task 3 Technical Peer Review

Following Notice to Proceed, HDR will schedule a kickoff meeting to review the task goals, schedule, and data needs. HDR will perform a peer review of two technical memorandums prepared by ICF and Tetra Tech. We will evaluate the memorandums for the inclusion of sufficient analytical chemistry data, for spatial and temporal considerations of contamination relative to the route and depth of the proposed pipe installation, and for comprehension of the problem being if PVC or other materials would be suitable for potable water lines in the type of environment at the Chula Vista Bayfront Redevelopment project.

HDR will provide comments on these two previous reviews and further recommendation regarding the use of PVC and potentially other materials for potable water lines within the Chula Vista Bayfront Redevelopment project.

HDR will perform the following tasks under this scope of work:

1. Up to two (2) HDR staff will attend a virtual meeting on May 10, 2022 with Authority staff and the Chula Vista Bayfront Redevelopment project team to discuss the potable water pipeline and technical memorandums provided by ICF and Tetra Tech.
2. Two HDR senior technical staff will review the two technical memorandums – Patricia Parvis is a site investigation and remediation expert and Gwen Woods-Chabane is a drinking water quality expert familiar with pipe characteristics and design. Our experts will also conduct literature reviews, as necessary, to verify critical information presented in the memorandums used to draw conclusions and/or make decisions.



3. HDR will prepare a draft letter summarizing our review of the technical memorandums and any pertinent findings from our literature review that are relevant to the site. The HDR letter will also identify any data gaps in the memorandums that HDR believes may need to be addressed by the technical memorandum authors. The draft letter will be submitted two weeks after receipt of the Tetra Tech study.
4. We will present and discuss our findings in a follow-up virtual meeting with Authority staff. Any comments or concerns the Authority has will be addressed in a final summary letter.

Should the Authority decide the technical memorandums are insufficient based on HDR's review, HDR suggests potential follow-on work including:

1. HDR will conduct further review of soil and groundwater investigation results along the pipe route and variations in depth to groundwater from tidal fluctuations relative to the depth of pipe burial to estimate the percent of time groundwater containing contaminants is expected to be in contact with the pipe and fittings. An extensive library of site-related documents dating from 1968 to 2022 are available for download at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000001489.
2. For the contaminants of concern, primarily chlorinated solvents, HDR will calculate either the arithmetic mean or the 95 percent upper confidence limit of the mean (if analytical data for 10 or more samples are available) to determine a site concentration for each contaminant to compare against published values in the literature for the potential to penetrate PVC pipe and associated fittings.
3. Detailed literature view of related considerations including the potential for long-term degradation to the PVC (premature failure) and the potential for release of pipe materials into the water (notably vinyl chloride).

These additional scope items are not included in our cost estimate.

Deliverables

- Draft and Final Summary Letter.

Assumptions

- A full review of the project documents is not expected prior to the May 10, 2022 meeting.
- HDR's draft letter will be submitted two weeks (10 working days) after receiving the technical memorandum being prepared by Tetra Tech.
- The following documents will be provided to HDR:
 - Drawings/figures showing the pipe route relative to the sample locations.
 - Cross sections showing the depth of pipe installation along the route.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
HDR ENGINEERING, INC.**

**EXHIBIT "B"
SCHEDULE OF CHARGES**



Fee Estimate and Schedule

The proposed fee estimate to perform the scope of services is \$65,400 and is detailed in the table below.

Sweetwater Authority											HDR			
Fire Flow Analysis and Peer Review														
Estimated Level of Effort and Fee														
NO.	TASK DESCRIPTION	LEVEL OF EFFORT (HOURS)									FEE (DOLLARS)			
		Project Manag	Sr Technic	Senior Enginee	DW Technic	Staff Enginee	GIS	Docum ent	Account ant	Total Labor	Labor	Direct Costs	Total	TOTAL
		\$305	\$305	\$210	\$210	\$130	\$140	\$120	\$125	\$182		Calc	Calc	-2
1 Project Management														
1.1	Project Management	12							24	36	6,660	167	6,827	
1.1	Project Management	12	0	0	0	0	0	0	24	36	6,660	167	6,827	6,800
2 Fire Flow Analysis														
2.1	Fire Flow Analysis	12		52		156	4			224	35,420	886	36,306	
2.1	Fire Flow Analysis	12	0	52	0	156	4	0	0	224	35,420	886	36,306	36,300
3 Peer Review														
3.1	Review Docs and Prepare Tech Memo	4	30	20	32			4		90	21,770	544	22,314	
3.1	Peer Review	4	30	20	32	0	0	4	0	90	21,770	544	22,314	22,300
TOTAL, hours		28	30	72	32	156	4	4	24	350				
TOTAL, dollars											63,850	1,597	65,447	65,400

Project work can begin immediately upon receipt of Notice to Proceed. If you have any questions regarding our proposed scope of work, please contact Leanne Hammond at Leanne.Hammond@hdrinc.com or 858.712.8203.

Sincerely,
HDR Engineering, Inc.

Anna Lantin, PE
Vice President

Leanne Hammond, PE
Project Manager



**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
HDR ENGINEERING, INC.**

**EXHIBIT "C"
ACTIVITY SCHEDULE**

(SEE EXHIBITS A AND B)