



REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AS-NEEDED SUPPORT SERVICES

PROPOSALS DUE:
FEBRUARY 28, 2018 AT 2:00 P.M.

SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123

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 - Engineering File Plan

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REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AS-NEEDED SUPPORT SERVICES

1.0 INTRODUCTION

The San Diego County Water Authority (Water Authority) is soliciting proposals from qualified firms for professional construction management services on an as-needed basis for a period of up to five years. The Water Authority may award multiple contracts of varying amounts for these services, which collectively will not exceed \$8,000,000.

This Request for Proposals (RFP) describes the project, the required scope of services, the contractor selection process, and the minimum information that must be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

2.0 WATER AUTHORITY BACKGROUND

The Water Authority was organized on June 9, 1944 to provide a safe and reliable water supply to its member agencies serving the San Diego Region. The Water Authority has 24 member agencies, consisting of 6 cities, 17 special districts, and Camp Pendleton Marine Corps Base. The Water Authority is governed by a 36-member Board of Directors. The General Manager and staff implement the policies approved by the Board of Directors and handle the agency's day-to-day operations.

The approximate population of San Diego County is 3.3 million people, 95 percent of whom live within the Water Authority's service area. The service area lies within the foothills and coastal areas of the westerly third of San Diego County, encompassing approximately 951,000 acres.

3.0 PROJECT BACKGROUND

The Water Authority anticipates the need for professional construction management services on an as-needed basis for various projects consisting of, but not limited to: flow control facilities, pump stations, pipeline relining, meter vaults, asset management, and new pipeline, tunnel, and hydroelectric projects. The construction of these projects generally involves civil, mechanical, electrical, instrumentation, structural, geotechnical, architectural, metallurgical, corrosion, acoustic, and source inspection.

Selection will be made based upon the evaluation criteria provided in Section 11.0 of the RFP. Work for each project will be individually negotiated for a not to exceed amount based upon the approved Attachment B, Payment and Fee Schedule of Exhibit A, Professional Services Contract. A written authorization will be issued for each project defining the scope of work compensation, and schedule.

4.0 SCOPE OF WORK

The Water Authority requires professional construction management as-needed services which may include construction inspection, nondestructive examination of welds, materials testing, soils

testing, geotechnical engineering services, resident engineer services, construction administrator services, and administrative assistant services for various Water Authority projects.

One person within the Contractor's organization shall be assigned as the Contractor's project manager. Requests for services will be coordinated by the Water Authority with the Contractor's project manager and followed by a written authorization before work is performed. The anticipated support that the Water Authority is requesting is detailed in Attachment A, Scope of Work, of Exhibit A, Professional Services Contract.

5.0 PREVAILING WAGE

In accordance with the provisions of the California Labor Code, the Water Authority has obtained from the Department of Industrial Relations the general prevailing rates of wages in the locality in which the work is to be performed. For purposes of the prevailing wage laws construction also includes work performed during the design and preconstruction phases of construction. It shall be mandatory upon the contractor to whom the contract is awarded and upon on any subcontractor to pay not less than the specified rates to all workers employed in the execution of surveying, inspection, geotechnical services and all other public works components of this contract. The contractor shall cause a copy of the prevailing wage rates to be posted at the job site. For current prevailing wage rates, see www.dir.ca.gov/dlsr/pwd. Copies of the prevailing wage rates are on file at the Water Authority's office at 4677 Overland Avenue, San Diego, CA 92123 and are available for review upon request.

6.0 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION

In accordance with California Labor Code Section 1725.5 all contractors and subcontractors bidding on public projects must be registered with the Department of Industrial Relations. Proposals from contractors or subcontractors that are not registered as required will be deemed nonresponsive. Further, the Water Authority will not award a contract to and no contractor or subcontractor will be allowed to work on a Water Authority project unless contractor and each subcontractor are registered with the DIR pursuant to Labor Code section 1725.5.

Additionally, contractors and subcontractors will be required to electronically upload certified payroll records (eCPRs) to the Labor Commissioner. Refer to the following DIR website for further information: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

This contract is subject to compliance monitoring and enforcement by the DIR.

7.0 PRE-SUBMITTAL ACTIVITIES

7.1 Questions Concerning the RFP

All questions regarding the RFP should be presented in writing to Melissa Cha via email at mcha@sdewa.org or fax to (858) 268-7802 as soon as possible, but no later than February 16, 2018.

7.2 Pre-proposal Meeting

A pre-proposal meeting will be held on January 31, 2018 at 10:00 a.m. in the Water Authority Board Room located at 4677 Overland Avenue, San Diego, CA 92123. The pre-proposal meeting is not mandatory, but interested proposers are encouraged to attend.

7.3 Revision to the RFP

The Water Authority reserves the right to revise the RFP before the date proposals are due. Revisions to the RFP shall be distributed to all potential contractors. The Water Authority reserves the right to extend the date by which the proposals are due.

8.0 SUBMITTAL REQUIREMENTS

- 8.1 One executed original, clearly marked on the cover, and three copies of the Proposal shall be submitted.
- 8.2 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the contractor.
- 8.3 The Proposal must be received no later than 2:00 p.m., on February 28, 2018 at the office of:

SAN DIEGO COUNTY WATER AUTHORITY
ATTN: Neena Kuzmich, Principal Engineer
4677 Overland Avenue
San Diego, CA 92123

- 8.4 The Proposal shall be submitted in sealed package(s) with the following information clearly marked on the outside of each package:
 - Name of contractor
 - Project title: Construction Management As-Needed Support Services
 - Package number (e.g., 1 of __, 2 of __, etc.)
 - The word “PROPOSAL” written or stamped in red
- 8.5 One copy of the fee schedule shall be submitted in a separate sealed package with the following information clearly marked on the outside of the package:
 - Name of contractor
 - Project title: Construction Management As-Needed Support Services
 - The words “Fee Schedule – Confidential” written in block letters
- 8.6 Failure to comply with the requirements of this RFP may result in disqualification.

- 8.7 Proposals and/or modifications thereto received subsequent to the hour and date specified above will not be considered and will be returned unopened to the proposer.

9.0 PROPOSAL REQUIREMENTS

Written proposals shall include a discussion of the contractor's approach to the project; identify key personnel; propose a project plan and schedule; and provide cost estimates.

9.1 General

- 9.1.1 The Proposal should be concise, well organized, and demonstrate the Contractor's understanding of the work.
- 9.1.2 Contractors will be evaluated based on the information submitted in accordance with Section 9.2 below.

9.2 Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

9.2.1 Executive Summary

Include a one-to-two page overview of the entire Proposal describing the highlights of the Proposal.

9.2.2 Identification of Contractor

- Legal name and address of company.
- Name and address of principal place of business.
- Legal status of contractor (sole proprietorship, partnership, corporation, joint venture, etc.). If corporation, identify state of incorporation. If joint venture or partnership identify the members of the joint venture or partnership and provide all information required under this section for each member.
- If company is wholly owned subsidiary of a parent company, identify the parent company.
- Address(es) of office(s) located in San Diego County, if applicable.
- Number of years company has maintained an office in San Diego County, if applicable.
- Number of employees in San Diego County, if applicable.

- Name, title, address, telephone number, and email address of person to contact concerning the Proposal.

9.2.3 Experience

Describe contractor's experience in completing similar contracting efforts. List a minimum of three (3) successfully completed projects/contracts of similar nature with name of company and Project Manager, telephone numbers, email address(es), type of work performed, and value of each contract. Contracting projects currently being performed may be submitted for consideration. In addition, identify current employees that were assigned to the project/contract.

9.2.4 Proposed Method to Accomplish the Work

Discuss contractor's approach to the scope of work and provide a detailed discussion that demonstrates the contractor's understanding of the work. The scope of work can be supplemented or modified by the contractor as deemed appropriate to accomplish the tasks. The modifications shall be clearly identified in the proposal. The scope of work discussion should give a complete listing of all tasks and task descriptions for tasks to be added, deleted, or modified from those presented in Attachment A, Scope of Work of Exhibit A, Professional Services Contract. Provide additional breakdown and explanation of tasks as deemed necessary. Provide details of the services anticipated and equipment and tools to be supplied for quality assurance and quality control procedures. The scope of work may also be used as a basis for later contract negotiations.

9.2.5 Project Organization and Key Personnel

- Describe proposed project organization, including key personnel and respective responsibilities. Indicate role and responsibilities of prime contractor and all subcontractors, including small contractors. The evaluation will consider the entire team, therefore no changes in team composition will be allowed without prior written approval by the Water Authority.
- Use an organizational chart to describe the proposed contract team organization, including key personnel and respective responsibilities. Indicate role and responsibilities of prime Contractor and all subcontractors, including small contractors.
- Provide detailed discussion of the experience of contractor's Project Manager and other key staff members on projects of similar size, capacity, and dollar value. For each similar project, include client's name, contact person, telephone number(s), and email address(es).
- Describe contractor's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.

9.2.6 Previous Contracts with the Water Authority

The Contractor shall submit a listing of all prime contracts and/or amendments awarded to contractor by the Water Authority in the last three (3) years. The list shall include a: short description of contract scope, award date, completion date, and contract value. If the contractor is a Joint Venture, a list shall be submitted for each member of the Joint Venture. If the contractor has not been awarded any prime contracts and/or amendments by the Water Authority in the last three (3) years, the contractor shall so state.

9.2.7 Addenda to this RFP

Contractor shall confirm in its Proposal the receipt of all addenda issued to this RFP. Contractor is not required to include copies of the actual addenda in its Proposal.

9.2.8 SCOOP Documentation

Contractor shall submit one original of the SCOOP documentation, clearly marked on the cover, and one copy, in accordance with Section 13.5.1.

9.2.9 Contractor and Subcontractor DIR Classifications

Contractor shall complete and submit Exhibit C, Contractor and Subcontractor DIR Classification Form.

9.2.10 Proposed Fee Schedule

- Contractor services costs are to be provided on a per task basis such that before beginning work on any project, an itemized estimate can be provided to the Water Authority. Itemized task estimate must indicate hourly rates for individuals identified by classification and name. List per mile travel costs (not to exceed IRS allowances) and any other costs associated with performing the service. A subcontractor markup may be allowed. See Section 8.5 for fee schedule submittal requirements.
- Provide the results of external audits completed within the past two years establishing the contractor's overhead rate in accordance with either the Federal Acquisition Regulation Standards (preferred) or the California Department of Transportation standards. If an audit is not available, provide an auditable breakdown of overhead rate. Provide a categorical breakdown of the multiplier for overhead and profit for the prime and each subcontractor with estimated fees that are greater than 3 percent of the total estimated contractor costs.
- The contractor shall indicate that any additional requested services shall be provided on a time and material basis per the contracted labor rate and fee schedule.

10.0 CONTRACTOR NOMINATION AND SELECTION PROCESS

- 10.1 A Contractor Selection Panel (Panel) will be established for this project and will include representatives from the Water Authority, and when deemed in the Water Authority's best interests, representatives of its member agencies and/or the general public.
- 10.2 Based on the proposals submitted, the Water Authority's Panel will select a short list of qualified firms for this project.
- 10.3 The Panel may interview the short-listed firms. Based on the Proposal and interview, the Panel will rank the finalists as to qualifications. The Panel will recommend the selected firm(s) to the General Manager; and will request authority to enter into negotiations with the selected firm(s). The General Manager has final authority for selection.
- 10.4 Upon receipt of the General Manager's authorization to negotiate, the Water Authority will establish a negotiating team and enter into negotiations with the selected firm(s). Negotiations will cover: scope of work, contract schedule, technical specifications, and price. If the negotiating team is unable to reach an acceptable contract with the selected firm(s), the negotiating team will recommend to the General Manager that the negotiations be terminated and that negotiations with the next ranked firm(s) be initiated. The General Manager has final authority to terminate negotiations and move to the next ranked firm(s).
- 10.5 After negotiating a proposed contract that is fair and reasonable, the negotiating team will recommend to the General Manager that the Water Authority enter into the proposed contract(s). The General Manager will make the final recommendation to the Board of Directors of the Water Authority, if required, concerning the proposed contract(s). Final authority to approve the contract(s) rests with the General Manager or with the Water Authority Board of Directors if required by the Water Authority's Administrative Code.

11.0 EVALUATION CRITERIA

At a minimum, proposals and contractor selection will be evaluated based on the following minimum criteria:

- 11.1 Understanding of work and purpose: 30%
 - Responsiveness to RFP, including approach and methodology proposed
 - Appropriate level of detail in Proposal
 - Familiarity with problems associated with work
- 11.2 Technical/Specialized Qualifications of Team: 30%
 - Project Manager competence
 - Experience of key personnel with similar work
 - Provisions for technical and quality review
 - Familiarity with the Water Authority's distribution system and facilities
- 11.3 Past Performance: 20%
 - Technical quality of Contractor's and subcontractors prior work
 - Demonstrated ability to meet schedules and control costs
 - Performance on Water Authority or other agency work

11.4 Organization and Schedule: 20%

- Commitment of key personnel
- Financial capability and resources of firm
- Flexibility to changes in scopes and schedules

11.5 Proposed Fee Schedule

- Fee schedules of firms that are interviewed will be opened and evaluated following the completion of the interviews.

12.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

The Water Authority anticipates that the process for nominating and selecting a contractor, and awarding the contract, will be according to the following tentative schedule:

12.1	Advertise and issue RFP:	January 24, 2018
12.2	Pre-proposal meeting:	January 31 2018 at 10:00 a.m.
12.3	Deadline for questions:	February 16, 2018
12.4	Proposals due:	February 28, 2018 at 2:00 p.m.
12.5	Oral interviews:	March 15, 2018
12.6	Approval of Contract:	April 26, 2018

13.0 SMALL CONTRACTOR OUTREACH AND OPPORTUNITIES PROGRAM (SCOOP) REQUIREMENTS

13.1 Policy

13.1.1 The Water Authority's Small Contractor Outreach and Opportunities Program (SCOOP) is designed to maximize participation of diverse, qualified, small contractors and material suppliers seeking to do business with the Water Authority. Effective implementation of SCOOP is a requirement of the project and award of a contract will be determined, in part, by the proposer's demonstrated effort in conducting effective outreach to small contractors. Failure to comply with the requirements herein shall render the proposer as non-responsive.

13.2 Definitions

13.2.1 Small Contractor and Small Subcontractor: A small business owned and operated independently from any other business concern and that has reported annual gross receipts for each of the last three (3) years when neither year exceeded the size limit established by the U.S. Small Business Administration or that does not exceed the size standard for the number of employees specified for the related industry as determined by the U.S. Small Business Administration. The business must not be dominant in its field of operation, and must meet the size criteria of 13CFR121 (as amended).

1. The business may be certified as an 8(a) business, a Small Disadvantaged Business, or a HUB Zone business by the U.S. Small Business Administration or certified as a Disadvantaged Business Enterprise by

CALTRANS or by one of the signatory agencies within the California Unified Certification Program or certified by any public agency utilizing the size criteria of 13CFR121 (as amended), including the City of San Diego's Diverse Emerging Vendor Outreach and Minor Construction certifications, the Metropolitan Water District of Southern California's Regional/Small Business Program certification, and the Water Authority's SCOOP.

2. A business certified as a Small Business Enterprise or as a Disabled Veteran Business Enterprise by the California State Department of General Services, which satisfies all requirements contained in paragraph 12.2.1 of this definition will be eligible to participate in the Water Authority's Program as a small business.

13.2.2 Vendor/Material Supplier: An individual, partnership, corporation, or other legal entity that provides equipment, materials, or supplies under an executed contract.

13.2.3 Subcontractor: An individual, partnership, corporation, or other legal entity contracting directly with the Contractor to perform a commercially useful function in completing a distinct element of the work and which carries out its responsibilities by actually performing, managing, and supervising the work involved.

13.2.4 Joint Venture: An association of two or more businesses, one of which is a small business, to carry out a single business enterprise for profit for which purpose the businesses combine their property, capital, efforts, skills, knowledge, and will share proportionately in the risks, losses, and profits of the association to complete a specified project.

13.2.5 Written Communication: Any handwritten or typed correspondence delivered by e-mail, fax, or U.S. mail.

13.2.6 Proposer: Any person, firm, or corporation submitting a proposal for work.

13.2.7 Outreach Forms:

1. Schedule A-1, Designation of All Subcontractors/Vendors/Service Providers
2. Schedule A-2, Subcontracting Opportunities and Contact Log

13.3 Outreach Resources Provided by the Water Authority

13.3.1 Outreach materials provided by the Water Authority shall be the primary source of outreach activity. Contractors are encouraged to supplement but not replace the Water Authority-provided outreach materials. Water Authority-provided outreach materials include:

1. SCOOP List: The list consists of potential subcontractors and vendors/material suppliers specific to the project. This list may be generated by the proposer through The Network at:

www.sdcwa.org/register.html. The list may also be generated using other small business databases maintained by public agencies. The list shall be used as the primary source for outreach activity. For each category of work identified by the proposer as a subcontracting opportunity in Schedule A-2, the proposer is recommended to contact either 10 percent of the total number of firms listed or a minimum of 10 firms on the SCOOP list, whichever is greater.

2. List of professional/community-based organizations in the greater San Diego County area available at <http://www.sdcwa.org/scoop-resources>.

13.4 Outreach Activity Requirements and Evidence of Fulfillment

- 13.4.1 The proposer shall conduct pre-proposal outreach activities to provide equal opportunity to all firms, including small contractors, to participate on the project. Outreach solicitations shall occur prior to submission of the Proposal to be considered good faith outreach efforts. The following section outlines the outreach activity requirements and evidence of fulfillment:

Outreach Activity Requirements

- | <u>No.</u> | <u>Description</u> |
|------------|---|
| 1. | <p>Identify work that can be subcontracted.</p> <p><u>Evidence of fulfillment:</u></p> <p>(i) <i>Complete and submit Schedule A-2 by entering:</i></p> <ul style="list-style-type: none"> ▪ <i>A description of each item of work solicited from subcontractors;</i> ▪ <i>Estimated cost of work, materials, or services;</i> ▪ <i>Percent of total fee, and;</i> ▪ <i>Whether or not a subcontractor or vendor was selected, and the reason for selection/non-selection.</i> |
| 2. | <p>Notify firms on The Network SCOOP List for each category listed on Schedule A-2 of subcontracting opportunities.</p> <ul style="list-style-type: none"> ▪ Notifications must occur no fewer than 7 calendar days prior to the proposal due date. One contact must be written (mail, email, or fax) and one contact must be verbal (telephone or personal meeting). ▪ Notification shall name the Water Authority as project owner; identify work available to subcontractors; proposal due date; contact information including but not limited to telephone number, e-mail, and name of contact; and, all available times and locations where plans, specifications, and proposal documents can be viewed or copied. <p><u>Evidence of fulfillment:</u></p> <p>(i) <i>Provide copies of letter and written communication (including e-mail or fax) sent to firms on the Water Authority provided SCOOP List or on other sources identified by the proposer.</i></p> <p>(ii) <i>Complete and submit Schedule A-2 to document contact with small contractors, including:</i></p> <ul style="list-style-type: none"> ▪ <i>Name and title of each person contacted;</i> |

- *Fax, e-mail, and telephone number of the company;*
- *Whether the firm submitted a proposal to the contactor, and;*
- *If submitted a proposal, reason the firm was not selected to work on the project.*

3. Notify professional/community-based organizations, in writing, of subcontracting opportunities.
- Notifications must occur no fewer than 14 calendar days prior to the proposal due date.
 - Notification shall be in writing and include the project name and location; identify the Water Authority as project owner; all work to be subcontracted; types of small business certifications accepted by the owner; name, e-mail, and telephone number of contact person; and all available times and locations where plans and specifications may be viewed or copied.

Evidence of fulfillment:

- (i) *Provide copies of written documentation, including e-mail or fax, sent to professional/community-based organizations.*

4. Attend pre-proposal meetings held by the Water Authority for your project of interest to network with potential subcontractors.

Evidence of fulfillment:

- (i) *Printed name, e-mail, and address of business and signature of representative on the sign-in sheet.*

13.5 Outreach Results: Reporting Requirements

- 13.5.1 Proposer shall submit the following items with the Proposal (refer to Section 9.2 for submittal requirement):

<u>Required Forms</u>	<u>Included</u>
▪ Complete Schedule A-1	<input type="checkbox"/>
▪ Complete Schedule A-2	<input type="checkbox"/>
▪ Letters of intent from all subcontractors (include: name of subcontractor, fee, type of work to be provided, and signature of authorized person representing the subcontractor).	<input type="checkbox"/>
▪ Copies of small business certifications or small business information.	<input type="checkbox"/>
▪ Evidence of contact with small businesses on The Network SCOOP List (examples: dated e-mail, fax, or letter).	<input type="checkbox"/>
▪ Evidence to document contact with professional/community-based organizations (examples: dated e-mail, fax, or letter).	<input type="checkbox"/>
▪ Proof of attendance at pre-proposal meeting.	<input type="checkbox"/>

13.6 Subcontractor Substitution

13.6.1 Written authorization from the Water Authority is required prior to substitution of any subcontractor. Subcontractor may be substituted based on the criteria below:

1. For any reason stated in California Public Contract Code Section 4107 which are incorporated herein.
2. For reasons, which the Water Authority in its judgment, deems to be in the best interests of the Water Authority, except where prohibited by law.

13.7 Award of Contract

13.7.1 The contractor's good faith outreach efforts will be reviewed by the SCOOP manager or his/her designee, prior to the award of a contract, to determine whether SCOOP requirements, if applicable, were met.

13.8 Post Award Monitoring

13.8.1 To ensure compliance with the contractor's stated commitments, the Water Authority will monitor subcontracting activity throughout the duration of the contract. To comply with post-award monitoring the contractor shall:

1. Ensure that each subcontractor and vendor/supplier is paid for acceptable performance within 10 calendar days of receipt of payment from the Water Authority.
2. Ensure that each subcontractor and vendor/supplier performs the type of work and the quantity of work as specified in Schedule A-1.
3. Provide the Water Authority with any additional reports, subcontracts, or other information deemed necessary for determining Contractor's compliance with its subcontractor commitment.
4. Maintain all reports and corresponding information for a period of no less than three (3) years after the completion of the project, or until such time a program audit has been completed on the project by the Water Authority, whichever occurs first.

13.9 SCOOP Noncompliance

13.9.1 Failure by the contractor to fulfill any of the SCOOP guidelines constitutes breach of a contractual obligation and may result in Water Authority imposed sanctions on the contractor. Upon determining that a contractor is not in compliance with Program guidelines, the Water Authority may seek, without limitations, the following remedies:

1. Withholding progress payments until the Water Authority deems the contractor to be in compliance.

2. Withholding an amount equal to the unmet portion of the amount contracted to the subcontractor, or vendor/supplier in question.
3. Suspension or debarment pursuant to the Water Authority's Administrative Code Chapter 4.12 Section 4.12.020.
4. Termination of the contract.

14.0 SPECIAL CONDITIONS

14.1 Reservations

This RFP does not commit the Water Authority to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The Water Authority reserves the right to award this contract to the contractor(s) determined to offer the quality, standards, and prices most advantageous to the Water Authority.

14.2 Public Records

All Proposals submitted in response to this RFP become the property of the Water Authority and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the Water Authority proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the Board of Directors or General Manager. Proposals will be subject to public review upon completion of negotiations and announcement of selected contractor(s).

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.

14.3 Right to Cancel

The Water Authority reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the Water Authority cancels or revises the RFP, all proposers will be notified in writing by the Water Authority.

14.4 Additional Information

The Water Authority reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

14.5 Conflict of Interest

The contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices. The Water Authority has established a policy concerning potential conflict of interest in program

management, design and construction. This policy applies to all contractors and their proposed subcontractors. Refer to the Professional Services Contract for additional information.

14.6 Public Information

Release of Public Information – Contractors desiring to release information to the public must receive prior written approval from the Water Authority.

14.7 Professional Services Contract

The selected contractor will be required to sign a Professional Services Contract a sample of which is attached, and to provide the Insurance Certificates and all other required documentation within 15 calendar days of notification of award.

14.8 Insurance Requirements

The Water Authority requires contractors and vendors doing business with it to obtain insurance as shown in the attached Professional Services Contract. The required insurance certificates must comply with all requirements of the standards as shown in the Contract and an original copy must be provided within 15 days of notification of award and before commencement of any work on the project.

14.9 Noncollusion

Proposer shall not submit a proposal on behalf of or in the interest of any undisclosed person, partnership, company, association, organization, or corporation. The Proposal shall be genuine and not collusive or a sham or false proposal. Proposer shall not in any manner directly or indirectly with any one seek to have others refrain from submitting a proposal; shall not agree, communicate or conference with anyone to fix any overhead, profit or cost element of the proposal price, or to secure any advantage against the Water Authority or anyone interested in submitting a proposal in response to this request. Proposer shall not submit any false statements and shall not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent to effectuate a collusive or sham proposal.

EXHIBIT A

Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

1. PARTIES:

The parties to this contract are the San Diego County Water Authority, a county water authority, (the Water Authority) and _____, [a / an] _____ (Contractor).

2. SCOPE OF SERVICES:

The services to be provided by Contractor are construction management as-needed support services as described in Attachment A, Scope of Work.

3. PAYMENT:

- (a) Payment for services. The Water Authority shall pay for services performed in accordance with this contract according to the payment and fee schedule contained in Attachment B.
- (b) Reimbursement of expenses. Contractor will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services in accordance with the expense reimbursement schedule included in Attachment B.
- (c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$_____.
- (d) Invoices. All invoices for services will be submitted on a monthly basis to the Engineering Contracts Group. The Water Authority generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, Contractor shall submit monthly invoices for such expenses, including full documentation of each expense incurred. Payments are subject to a final audit upon completion of services or other termination of this contract.
- (e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the Water Authority for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow Water Authority representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

4. TIME FOR PERFORMANCE:

- (a) Contractor will perform the services according to the schedule contained in each Authorization. Contractor shall not proceed with work without written Notice to Proceed or Authorization from the Water Authority. Contractor shall complete all services by _____.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, except strikes, lockouts, or work slow down or stoppage of Contractor's employees or subcontractors, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Contractor shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. COMPLIANCE WITH APPLICABLE LAWS AND STANDARD OF PERFORMANCE:

Contractor's services shall 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 Contractor's profession currently practicing under similar conditions. Contractor shall comply with all applicable federal, state, and local laws relating to this scope of work. Contractor also agrees to comply with the requirements of the following Water Authority documents: Construction Management Manual and Field Inspection Manual. Whenever the scope of work requires or permits approval by the Water Authority, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the Water Authority by virtue of this contract or performance of any work under this contract. Contractor retains the right to pay and supervise its employees and subcontractors as it sees fit. The Water Authority has no right to supervise Contractor's employees or subcontractors, and if any issues arise with Contractor's employees or subcontractors as to their performance, the Water Authority shall contact the Contractor directly so that Contractor may address any issues. If for any reason Contractor, or any of Contractor's officers, employees, agents or subcontractors, believes that any actions of the Water Authority are inconsistent with Contractor's role as an independent contractor they shall provide written notice to the Water Authority of such action(s) within 30 days of their occurrence or they are waived to the extent permitted by law. If such written notice is not timely provided and then any claims are later made against the Water Authority related to such action(s), Contractor agrees that such claims qualify under Section 18 below as being subject to defense and indemnity by Contractor for the benefit of the Water Authority. Contractor agrees that any employee or subcontractor whom Contractor engages to do work under the scope of this

contract shall be made aware of this contract and shall agree in writing to abide by the provisions of this section.

7. ASSIGNMENT:

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the Water Authority in each instance.

8. SUBCONTRACTORS AND CONTRACTOR EMPLOYEES:

(a) Contractor shall comply with all requirements of the Small Contractor Outreach and Opportunities Program (SCOOP). Contractor will perform the work personally or through Contractor's employees except for those tasks to be performed by the subcontractors designated on Attachment D (SCOOP Form A-1). Contractor may add or delete a designated subcontractor only in compliance with provisions of the Water Authority's Small Contractor Outreach and Opportunities Program. Contractor is responsible to the Water Authority for the acts and omissions of Contractor's employees, its subcontractors, and of the subcontractor's employees in performance of this contract. Nothing contained in this contract shall create any contractual relationship between any employee or subcontractor of Contractor and the Water Authority. Contractor shall pay subcontractors within ten (10) days of receipt of payment by Water Authority for work performed by a subcontractor and billed by the Contractor.

(b) Failure by the Contractor to fulfill any of the SCOOP requirements constitutes breach of contract. The Water Authority may seek, without limitation, the following remedies:

- (1) Withholding progress payments until the Water Authority deems the Contractor to be in compliance.
- (2) Withholding an amount equal to the unmet portion of the amount contracted to the subcontractor, vendor, or supplier in question.
- (3) Suspension or debarment pursuant to the Water Authority's Administrative Code Chapter 4.12 Section 4.12.020.
- (4) Termination of the contract.

9. CONTRACTOR'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of Water Authority Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's

officers, employees, agents and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the Water Authority. The Water Authority will not make any federal or state tax withholdings on behalf of Contractor. The Water Authority shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. To the extent permitted by law, Contractor agrees to defend and indemnify the Water Authority for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the California Public Employees Retirement System (CalPERS), social security, salary or wages, overtime payment, or workers' compensation payment which the Water Authority may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the Water Authority, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION:

DIR registration must be maintained for the life of the contract.

11. PREVAILING RATES OF WAGES:

(a) Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. For current prevailing wage rates see <http://www.dir.ca.gov/OPRL/PWD/>. Copies of the prevailing rates of wages are on file at the office of the Water Authority, 4677 Overland Avenue, San Diego, CA 92123, and are available for review by any interested party on request. This provision applies to the following portions of the scope of work: surveying, inspection, drilling, geotechnical services and all other public works components of this contract.

(b) In accordance with the provisions of the California Labor Code, the Water Authority has obtained from the Department of Industrial Relations the general prevailing rates of wages in the locality in which the Work is to be performed, and it shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than the specified rates to all workers employed in the execution of the contract. The Contractor shall cause a copy to be posted at the jobsite.

(c) The Contractor and any subcontractor under the Contractor shall, as a penalty to the State or Water Authority, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in the subdivision (b) of Labor Code Section 1775, by any subcontractor under the Contractor. The penalty shall be determined by the Labor Commissioner.

12. EMPLOYMENT OF APPRENTICES:

The Contractor shall comply with all applicable Labor Code requirements, including but not limited to California Labor Code Sections 1777.5, 1777.6 and 177.7 concerning the employment of apprentices by the Contractor or any subcontractor.

13. CERTIFIED PAYROLL RECORDS:

(a) Pursuant to California Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by his or her employees on the project.

(b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in paragraph (a) shall be made available for inspection or furnished upon request to the Contract Manager, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the Water Authority, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, before being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.

(d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Water Authority, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) Agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(g) The Contractor shall inform the Water Authority of the location of the records required under paragraph (a), including the street address, city and county, and shall, within 5 work days, provide a notice of a change of location and address.

(h) The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, the Contractor, as a penalty to the Water Authority, shall forfeit \$100 for each day, or portion thereof, for each worker, until compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to failure of a subcontractor to comply with this section.

(i) The Contractor shall furnish monthly a copy of each certified payroll record to the Engineer. The Contractor shall be responsible for the submission of copies of payroll records of all subcontractors. Such payroll records shall include the written declarations made under penalty of perjury required by paragraph (a), and shall also be accompanied by a statement signed by the Contractor, or the subcontractor in the case of subcontractor payroll records, indicating that the payroll is complete, that the wage rates contained therein are not less than those required to be paid, and that the classifications set forth for laborers and mechanics, including apprentices and trainees, truly reflect the work performed in each case. After the Contractor or subcontractor starts work on the project and submits a monthly payroll record, payroll records shall continue to be required until all work by the Contractor or subcontractor is complete. If no work was performed during any month, the payroll record shall indicate that fact.

(j) The Contractor and subcontractors shall submit all certified payroll records directly to the Department of Industrial Relations electronically in accordance with requirements of Department of Industrial Relations and Labor Code Sections 1771.4 and 1776. For more information on this requirement, refer to Department of Industrial Relations' website or upload at: <https://efiling.dir.ca.gov/eCPR/pages/home.jsp>.

14. FAIR EMPLOYMENT PRACTICES:

(a) Administrative Code Provisions. Contractor acknowledges and agrees to abide by the following provision of the Water Authority Administrative Code Section 2.24.010 that states:

“(a) It is the policy of the Authority to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, gender, gender identity, gender expression or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly deny an Authority opportunity or benefit, discriminate against or harass, any Authority employee, applicant for employment, contractor, vendor, or recipient of Authority services on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, gender, gender identity, gender expression or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly give preferential treatment to any applicant for employment, bidder, contractor, vendor, or recipient of Authority services on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

“(b) This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

“(c) Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Authority employment or contracting. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

“(d) Nothing in this section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the Authority.”

(b) Civil Rights Act. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with

Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted, and the Water Authority's Small Contractor Outreach and Opportunities Program.

(c) Water Authority Discrimination/Harassment Policy. Contractor and its officers, employees, agents and subcontractors shall comply with the Water Authority's Discrimination/Harassment Prohibition Policy in performance of this contract.

(d) Indemnification. To the fullest extent permitted by law and without limitation by the provisions of Section 19 relating to insurance, the Contractor shall also indemnify, defend and hold harmless the Water Authority, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive completion of the services or termination of the Contract.

15. CONDUCT AND BEHAVIOR AT WATER AUTHORITY PROPERTY:

If Contractor and Contractor's officers, employees, agents and subcontractors are on Water Authority property they shall comply with the Water Authority's Substance-free Work Place Policy, Information and Communications Systems Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the Water Authority or using Water Authority facilities or equipment.

16. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the Water Authority. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the Water Authority and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the Water Authority. Water Authority acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

17. FORMAT OF DOCUMENTS:

Documents submitted to the Water Authority in electronic format shall be formatted according to specifications provided by the Water Authority, or if not otherwise specified, in Microsoft Word,

Excel, PowerPoint or other Microsoft Office format as appropriate for the particular work product or, if directed by the Contract Manager, in Adobe Acrobat pdf format.

18. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract. All changes in work that increase the amount of payment shall be subject to Section 4.04.040 of the Water Authority Administrative Code.

19. CONFIDENTIALITY:

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the Water Authority in the performance of this contract as confidential and proprietary to the Water Authority. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential. Contractor warrants that it has systems in place to assure its compliance with applicable state and federal laws relating to the collection and management of personal and confidential information.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the Water Authority, or obtained from the Water Authority or obtained as a consequence of the performance of work to any person other than the Water Authority, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the Water Authority.

(c) Security plan. Contractor shall prepare a security plan to assure that information obtained from the Water Authority or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall establish, implement, and maintain safeguards reasonably designed to ensure the security of personal and confidential information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall provide to its employees, subcontractors, and any personnel working with Water Authority data, reasonable information security awareness training. Contractor shall immediately advise the Water Authority of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Contractor is responsible for taking reasonable responsive

security and identity protection measures should an unauthorized disclosure occur at the sole cost to the Contractor.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

20. PROHIBITED INTEREST:

No official or employee of the Water Authority who is authorized in such capacity on behalf of the Water Authority to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the Water Authority who is authorized in such capacity and on behalf of the Water Authority to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

21. CONFLICT OF INTEREST:

(a) Local Conflict of Interest Code Compliance. The Water Authority has determined, based on the scope of the services to be provided by Contractor under this contract, that this contract does not confer on Contractor or any of Contractor's employees the status of a "designated employee" or "Consultant" of the Water Authority for the purposes of the Water Authority's Local Conflict of Interest Code and the California Political Reform Act. This contract does not require or permit Contractor to make a governmental decision as specified in 2 Cal. Code of Regs. § 18700.3, subdiv. (a)(1), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18700.3, subdiv. (a)(2).

(b) Disqualification. Contractor shall not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this contract. Contractor will not have such interest during the term of this contract. Contractor will immediately advise the General Counsel of the Water Authority if Contractor learns of a financial interest of Contractor's during the term of this contract. If Contractor's participation in another Water Authority project would create an actual or potential conflict of interest, in the opinion of the Water Authority, the Water Authority may disqualify Contractor from participation in such other project during the term of this Contract.

22. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the Water Authority, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including

but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Water Authority, the Water Authority and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend Water Authority. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the Water Authority for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

23. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 12 months following completion, insurance from insurance companies authorized to do business in the State of California, as set forth in this section. These policies shall be primary insurance as to the Water Authority so that any other coverage held by the Water Authority shall not contribute to any loss under Contractor's insurance.

General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$1,000,000 per accident for personal injury, including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor coverage in an amount not less than \$1,000,000 per claim.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California, but not less than an employer's liability limit of \$1,000,000.

A deductible or retention may be utilized, subject to approval by the Water Authority. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the Water Authority (including its directors, officers, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract.

Contractor's insurance is primary to any other insurance available to the Water Authority with respect to any claim arising out of this Agreement. Any insurance maintained by the Water Authority shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of any rights of subrogation against the Water Authority, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the Water Authority, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by the Water Authority, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better and a financial size of "\$10 million to \$24 million (Class V) or better", or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Workers' Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to Water Authority.

(d) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by Water Authority, or on equivalent ISO forms that contain provisions required by this contract.

24. ACCIDENT REPORTS:

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the Water Authority any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the Water Authority's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

25. COVENANT AGAINST CONTINGENT FEES:

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the Water Authority shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

26. TERMINATION OR ABANDONMENT:

(a) **Water Authority's Rights.** The Water Authority has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to Water Authority all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The Water Authority shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the Water Authority and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the Water Authority will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The Water Authority shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) **Contractor's Rights.** Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the Water Authority, which default has not been cured within thirty (30) days following the written notice.

27. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

28. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Contractor shall pay to the Water Authority the replacement cost of any equipment or repair cost of any facilities provided by the Water Authority for Contractor's use in performance of services that is lost or damaged by Contractor or Contractor's officers, employees, agents or subcontractors.

(b) Keys. During the term of the contract, Contractor may be issued keys to Water Authority facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Contractor will sign for each key and each key will be returned to the project manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Contractor shall immediately notify the Contract Manager. A charge will be assessed for all expenses incurred by the Water Authority, including the replacement of locks, lock cores, keys, and other materials necessary to ensure the Water Authority security level is returned to the same level existing prior to the loss of the key(s). The cost of replacing locks may be as much as \$40,000.

29. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the Water Authority acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the Water Authority view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess

the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

Contractor shall maintain its own e-mail system. Neither Contractor, its employees, its subcontractors, or subcontractor's employees shall be given a Water Authority e-mail address.

30. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of San Diego, State of California.

31. ADMINISTRATION:

(a) Contractor's principal place of business and agent for service of process. Contractor's principal place of business is _____. Contractor's agent for service of process is _____.

(b) Water Authority's Representative. The Water Authority's representative for administration of this contract is _____, who is the designated Contract Manager. The Water Authority may change the Contract Manager at any time upon notice to the Contractor.

(c) Contractor's Representative. The Contractor's representative for administration of this contract is _____, who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the Contract Manager.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123-1233
Attn: _____(Contract Manager)

Contractor

Attn: _____(Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

32. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the Water Authority and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the Water Authority and Contractor.

33. ADVICE OF COUNSEL:

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

34. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

35. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

36. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Contractor offers and agrees to assign to the Water Authority all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the Water Authority tenders final payment to Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

37. TAXES:

The Contractor shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

38. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: _____, 2018

San Diego County Water Authority

By: _____

Contractor

By: _____

Approved as to form:
San Diego County Water Authority

By: _____
Rosann Gallien, Assistant General Counsel

ATTACHMENT A

SCOPE OF WORK

1.0 General

- 1.1 Contractor shall perform as-needed construction inspection, nondestructive examination of welds, materials testing, soils testing, geotechnical engineering services, resident engineer services, construction management services, and administrative support services for various Water Authority projects. All inspectors for these projects must be certified in the discipline of work to be inspected. The project manager, resident engineers, construction managers, and welding inspectors must have the appropriate license or certification when required by the Water Authority's Contract Manager. License and certification requirements include but are not limited to: a State of California Registered Professional Engineer's license; a Project Management Professional Certification by the Project Management Institute; a Certified Construction Manager Certification from the Construction Management Association of America; or Certified Welding Inspector certification.
 - 1.1.1 Work in conjunction with Water Authority staff on projects to ensure contract compliance.
 - 1.1.2 Work as a member of an all Contractor team to ensure contract compliance on projects.
 - 1.1.3 Work with other construction management contractors, or other contractors, as required by the Water Authority to ensure contract compliance on projects.
- 1.2 The Water Authority anticipates requiring 10 inspectors during the contract term to perform construction inspection. All inspectors shall be available on an on-call basis, which means the inspector will be able to respond within 48 hours from the time of requested services. The Contractor shall also provide nondestructive examination of welds, materials testing, soils testing, geotechnical engineering services, and resident engineer/construction manager services on an on-call basis.
- 1.3 The Water Authority anticipates requiring five resident engineers, two construction managers, and two administrative assistants. The resident engineers, construction managers, and the administrative assistants may be required to work and provide services at the Water Authority's office or site project office. Similarly, these resources shall be available on an on-call basis, which means responding within 48 hours from date of requested services.
- 1.4 Provide personal computers and mobile hot spots for contractor staff assigned to project offices. Contractor shall provide Office 365 accounts purchased through Microsoft for staff assigned to projects.

- 1.5 Labor and service requirements will fluctuate on an as-needed basis according to the work being performed. Work shifts and schedules will vary according to workload and assignments. The Water Authority does not imply or expressly guarantee the amount of labor or services required.
- 1.6 One person within the Contractor's organization shall be assigned as the Contractor's Project Manager. Requests for services will be coordinated by the Water Authority with the Contractor's Project Manager. This coordination will generally be made by telephone followed by written confirmation by email.
- 1.7 Work for each project will be individually negotiated based upon Contract's approved fee schedule for a not-to-exceed amount. A task authorization will be issued for each project defining the scope of work, compensation, and schedule.
- 1.8 The anticipated support that the Water Authority is requesting is detailed herein.
- 1.9 For each new or amended task authorization the Contractor shall provide a cost forecast broken out by month for the task duration and amount of the Work to be completed. On a monthly basis for each authorization the Contractor shall provide the following:
 - 1.9.1 Actual cost to date
 - 1.9.2 Percent expended, actual cost divided by baseline cost forecast
 - 1.9.3 Percent complete, progress measurement of the baseline cost loaded schedule
 - 1.9.4 An estimate to complete the remaining work

2.0 Construction Inspection for the Capital Improvement Program

- 2.1 Provide field inspection to ensure compliance with Water Authority plans and specifications regarding construction methods, equipment, standards, workmanship and quality, and quantity of materials involved.
- 2.2 Confer with the construction contractor's field representative regarding work or materials that deviate from plans and specifications, and ensure that approved corrective measures are applied. Prepare written and photographic reports.
- 2.3 Inspect delivered materials in the field.
- 2.4 Review survey data and procedures to see that line, grade, and locations have been properly established, and that they are followed during construction.
- 2.5 Monitor construction blasting within the aqueduct right of way for compliance by third parties for seismographic monitoring and particle velocity in accordance with the Water Authority's project specifications.

- 2.6 Confer and coordinate with member agencies or other public entities regarding the repair, design, inspection, and/or administration of construction projects. Prepare written and photographic reports and present to Water Authority for review.
- 2.7 Prepare agenda and lead construction inspection meetings on projects.
- 2.8 Provide minutes of construction inspection meetings for documentation.
- 2.9 Coordinate with other Water Authority staff regarding the repair, design, inspection, and/or administration of construction projects. Prepare written reports as requested.
- 2.10 Review plans, specifications, and shop drawings; noting errors, omissions, and potential problems. Keep the Water Authority updated on such information.
- 2.11 Provide information and direction to Water Authority, and construction contractor staff when coordinating field construction activities.
- 2.12 Prepare Daily Inspection Reports on Water Authority forms or approved format. Include date, day of week, and weather conditions; record activity, labor and equipment performing work by activity; provide a description of work being performed for trenching and excavation; give a general description of the soil; record any instructions issued to the construction contractor, any construction or safety issues, any corrections that were completed from previous day's work, any visitors such as contractors and regulatory agencies and any incident(s) and attach incident report.
- 2.13 Maintain a working set of "as-built" drawings. Prepare a final set of record drawings.
- 2.14 Make estimates of the quantity of construction completed.
- 2.15 Maintain a photographic log for each project in accordance with the Water Authority's Construction Management Manual, including the photograph frame number, date, subject, and view. Log all photographs in the project files.
- 2.16 Provide safety siphon personnel when requested.
- 2.17 Attend fabrication meetings on projects.
- 2.18 Provide specialty inspection for masonry, anchor bolts, and prestressed concrete tanks.

3.0 Field Welding Examination

- 3.1 Perform visual weld examination of any weld joint configuration as requested by the Water Authority. Personnel performing nondestructive testing including visual inspection shall be qualified in accordance with the current edition of the AWS D1.1 with applicable Annexes and American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT Level I and working under the NDT Level II, or individuals qualified for NDT Level II, may perform nondestructive testing and must maintain applicable records in accordance with AWS D1.1: with applicable Annexes.
- 3.2 Perform ultrasonic weld testing of any weld joint configuration as requested by the Water Authority. Provide personnel familiar with AWS D1.1: testing procedures. All joints to be ultrasonic weld tested shall be examined in accordance with AWS D1.1: and applicable Annexes and Water Authority specifications.
- 3.3 Perform radiography weld testing of any weld joint configuration as requested by the Water Authority. Provide personnel familiar with AWS D1.1: testing procedures. All butt-welded joints to be radiographed shall be examined in accordance with AWS D1.1: and applicable Annexes and Water Authority specifications.
- 3.4 Prepare logs and final reports of field weld tested joints for each project. Provide pertinent information, including but not limited to, location, type of weld; identify welders, date and type of inspection, and all certified inspector information.

4.0 On-Site Sampling of Materials

- 4.1 Sample on-site and imported materials for compliance with the specifications for use as backfill materials.
- 4.2 Sample encasement concrete, structural concrete, grout, mortar, and other miscellaneous concrete for slump testing and compressive strength testing. Sample all asphalt to be placed. Allow for additional reserve samples for use if any tests fail.
- 4.3 Perform maximum density tests and optimum moisture content tests on materials to be used as backfill and for support of facilities. Examples of testing include: gradation, resistivity, chloride concentration, sand equivalence, etc.
- 4.4 Determine the potential for liquefaction at stream crossings and recommend remedial measures.
- 4.5 Perform compressive strength tests on cement concrete, grout, and masonry prisms.
- 4.6 Perform density, oil content and aggregate gradations on asphalt.

- 4.7 Tabulate test data and review failing tests. Immediately notify the Water Authority of any non-conforming materials. Provide written documentation for presentation to the construction contractor.
- 4.8 Provide project documentation of all inspections for each project, including written daily reports and photographs. Provide a review of the construction contractor's material deliveries and daily progress logs. All site visits shall be properly documented. Inspection and site visit reports shall be transmitted within two working days, or as specified in the authorized project's construction contract documents to the Water Authority.
- 4.9 Upon direction from the Water Authority, prepare a final report at the completion of construction certifying that construction materials comply with the project contract documents. A complete set of inspection and site visit reports, daily reports, and photographs, all neatly indexed, shall accompany each final project report. Each final report shall be first submitted in draft form for review by the Water Authority. Each final report shall address all reviewers' comments. A Professional Engineer and/or an Engineering Geologist, registered in the State of California, as appropriate, must sign and stamp each of the final reports.

5.0 On-Site Testing of Compaction

- 5.1 Perform compaction tests for fill slopes and other graded areas. Perform compaction tests on structural backfill.
- 5.2 Perform compaction tests for backfill. Separate testing shall be performed for the pavement zone, street zone, trench zone, pipe zone, bedding zone, and areas of over-excavation. Provide recommendations for compaction or density testing of rock backfill materials. The specifications require soil compaction testing using the sand cone method. Alternate compaction testing may be utilized; including but not limited to, nuclear gage or means and methods.
- 5.3 Tabulate test data and review failing tests. Provide immediate notification of any failure to meet the requirements of the project contract documents. Provide written documentation for presentation to the construction contractor.
- 5.4 Upon direction from the Water Authority, prepare a final report at the completion of construction certifying that geotechnical issues comply with the contract documents. A complete set of inspection and site visit reports, written daily reports and photographs, all neatly indexed, shall accompany each final project report. Each final report shall first be submitted in draft form for review by the Water Authority. Each final report shall address all review comments. A Professional Engineer and/or an Engineering Geologist, registered in the State of California, as appropriate, must sign and stamp each of the final reports.

6.0 Review Geotechnical Reports and Submittals

- 6.1 Review project plans, specifications, permits, and geotechnical reports prepared for the various projects. Review other pertinent background reports. Provide recommendations on reviewed items.
- 6.2 Review construction contractor submittals and requests for modifications of slope grading, foundation stabilization, backfill placement and compaction, concrete and asphalt mix designs, aggregate gradations, erosion control, dewatering, and associated geotechnical materials and construction methods required for the completion of the work. Provide recommendations on reviewed submittals, construction methods, and construction contractor requests for substitutions of materials. Submittals shall be reviewed and returned to the Water Authority with required written comments within the timeframe specified by the Water Authority.
- 6.3 Review excavation system protection plans for trenches and structures submitted by the construction contractor for the individual projects, trench-shoring modifications, and provide written recommendations regarding the construction contractor's application of the plans throughout the construction operation.
- 6.4 Conduct field inspections to ensure compliance with contract documents during grading, trench excavation, subgrade preparation, backfill and compaction, foundation stabilization, and concrete placement.
- 6.5 Perform inspection at stream crossings and other areas of unsuitable in-situ materials to determine the limits of potential liquefaction and over-excavation, and recommend suitable materials for replacement.
- 6.6 Monitor and provide reports regarding the adequacy of the construction contractor's shoring system and compliance with other provisions in the project contract documents.
- 6.7 Provide written recommendations regarding grading, excavating, de-watering, over-excavation, shoring, pipeline bedding, backfill, suitability of excavated materials for use as backfill, dust control, and other construction requirements for each project.
- 6.8 Examine on-site construction materials for quality assurance with the project contract documents, including filter fabrics, masonry units, structural concrete, and drainage materials.
- 6.9 Participate in field construction meetings and project status meetings, as requested.
- 6.10 Notify the Water Authority immediately, in writing, of any violations of safety rules or any other contract requirements. Provide written documentation for presentation to the construction contractor.

7.0 Resident Engineer/Construction Manager Services

- 7.1 Prepare project correspondence and other forms of communication in accordance with Water Authority document formatting standards and the Water Authority's Construction Management Manual.
- 7.2 Manage the receipt, logging, control, tracking, and timely processing of all project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process. Document the receipt and sending of all project communication in an electronic log, and then promptly distribute to the Water Authority and other applicable parties. Verify all documents are sent to the project files in accordance with Water Authority's current file management system.
- 7.3 Schedule and conduct weekly construction progress meetings with the construction contractor and the Water Authority. Provide meeting agendas and discuss items outlined in the contract documents including; the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, status of change orders, submittals, Requests for Information, safety issues, Occupational Safety and Health Administration visits and citations, and other topics. Identify action items and assign responsibility for the action and date the action is to be completed. Prepare minutes of the meetings in a format acceptable to the Water Authority and include identified action items. Review the minutes and action items with the Water Authority prior to issuing to the construction contractor. Review the meeting minutes with the construction contractor and obtain the construction contractor's concurrence with the content. Distribute the minutes to the attendees within five calendar days of the meeting, or as directed by Water Authority's Construction Manager.
- 7.4 Conduct project team coordination meetings weekly or as often as necessary to discuss and resolve issues relating to the management of the project. Document the meetings and record action items assigned to project team members. Project team members may include Water Authority and other contracted staff, as well as the construction contractors involved with the project.
- 7.5 Review the list of submittals supplied by the Design Engineer and prepare a master submittal list of submittal items that shall be required from the construction contractor at the Pre-construction Conference for each construction contractor.
- 7.6 Review submittals received from the construction contractor for conformance with the contract documents' requirements and specifications. Check each submittal against the construction contractor's schedule for potential impacts. Provide written comments on the submittal and return to the construction contractor as specified in the authorized project's construction contract documents. Coordinate required reviews of submittals with project team personnel. Submittals of a general nature

are to be reviewed and processed by the Contractor. Coordinate the review of submittals with the Water Authority's Operations and Maintenance Department. Distribute submittals to appropriate reviewers with dated transmittal letters.

- 7.7 Review and respond to construction contractor Request for Information (RFIs). Review and provide appropriate response to RFIs prior to involving the Water Authority. Distribute RFIs to appropriate staff, and design engineer when applicable and coordinate timely response. Review answers and prepare formal response to construction contractor as needed to meet schedule requirements. Respond in writing to construction contractor questions from a reasonable review of the drawings and specifications for clarification items. Record changes in the record specifications and drawings.
- 7.8 Prepare non-compliance notices of substandard work and forward to the construction contractor within one calendar day. Coordinate the resolution of non-compliance with the construction contractor, inspector, and the Water Authority. Provide verbal notice to the construction contractor prior to issuing non-compliance reports.
- 7.9 Review and respond to requests for design revisions by the construction contractor. Responses to requests for design revisions require prior written approval from the Water Authority. Revisions in design may take the form of value engineering and shall require extensive research, evaluation, and recommendation from the construction contractor. Provide written recommendations, as required. Involve design engineer when applicable.
- 7.10 Initiate and review field orders when a change in the work is needed to maintain the design intent. Issue the field order to the construction contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record contract documents. If required, follow-up with a change order as directed by Water Authority's Construction Manager.
- 7.11 Coordinate evaluation of "or-equal" or product substitution requests with Water Authority staff, design contractor, vendors, manufacturers, and others. Prepare evaluation and recommendation in accordance with Water Authority format for "or-equal" or product substitution requests.
- 7.12 Oversee, perform, and coordinate construction management daily. Prepare reports, letters, and memoranda; conduct meetings; monitor and track the expiration of insurance requirements and obtain updated certificates from the construction contractor; coordinate subcontractor, testing, and specialty services; review daily inspection notes, and identify and resolve nonconforming items; notify the Water Authority of significant problems and discrepancies; interpret drawings, specifications and reference standards; monitor construction activities and schedules; resolve constructability problems; coordinate connections and operations; prepare change orders; review and notify the construction contractor of test results;

investigate claims; perform inspections; review the construction contractor's project record drawings periodically and concurrently with construction contractor progress payments to ensure accuracy and consistency with the contract documents; prepare project punch lists, and all other duties related to construction management as requested by the Water Authority.

- 7.13 Lead resolution of day-to-day construction issues raised. Coordinate with the Water Authority and construction contractor on technical issues and concerns, as well as interpretation of the project contract documents. Interface with the Water Authority for resolution of technical issues, processing of change order requests, or design changes to suit actual conditions encountered in the field.
- 7.14 Review schedules presented in accordance with the Water Authority's Standard Specifications for Progress Schedules, or as revised in the contract documents. Comments to the construction contractor regarding schedules should include interpretations as to whether too many or too few resources will be available for an activity.
- 7.15 Review and coordinate approval of a Schedule of Values. Provide monthly updates of project cash flow curves and data to the Water Authority. Conduct monthly schedule and progress payment meetings with the construction contractor. Work with the construction contractor to have pay requests ready for Water Authority processing the first of each month. Coordinate the review of the construction contractor's monthly progress payment request with the Water Authority staff and prepare a recommendation stating the proper amount of payment. The result of the meetings shall be the progress payment estimate and the baseline schedule. Use the Schedule of Values and actual quantities installed as a basis for the recommendation. Coordinate and update the as-built drawings at this meeting.
- 7.16 Identify and track all potential changes to the work. Prepare, log, and monitor all construction contractor or Water Authority initiated changes to the work, extra work, and change orders. Coordinate review of construction contractor's proposals/change order requests or construction techniques with appropriate staff. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives and resolution recommendation for action by the Water Authority. Prepare and submit change orders in the Water Authority's format to the Water Authority for written approval as directed by Water Authority's Construction Manager.
- 7.17 Provide Water Authority with request for authorization email including estimate of costs for change order items. Investigate claims for damages by private parties and respond in writing as directed by Water Authority's Construction Manager. Coordinate the written response with the Water Authority.

7.18 Public Relations Services.

- 7.18.1 Coordinate with and provide project information to the Water Authority's Public Affairs Department and/or contractor retained for public relations services.
 - 7.18.2 Document all inquiries or complaints on the Water Authority's Resident Inquiry Form and forward the form to the Public Affairs Department immediately following the inquiry.
 - 7.18.3 Coordinate the construction contractor's preparation and distribution of notices to residences and businesses for project events and milestones such as start of construction, blasting, and road disruptions. Notices shall include specific information about the project, the CIP, the Emergency Storage Projects, and the Water Authority. Notices shall also include a contact name and number. The Water Authority Construction Manager and Public Affairs Department will review such notices and approve in writing the distribution list prior to mailing or delivery.
 - 7.18.4 Attend public meetings or other meetings as requested. Prepare remarks and presentations for meetings as requested.
 - 7.18.5 Assist the Water Authority's Public Affairs Department and/or contractor retained for public relations services with conducting tours of the project site for Water Authority and contractor staff, public, member agencies, Water Authority's Board of Directors, City Council Members, County Supervisors, and others as requested.
 - 7.18.6 Coordinate media activities, scheduled or emergency related, with the Public Affairs Department and/or contractor retained for public relations services. Follow the guidelines established by the Public Affairs Department for working with the media.
- 7.19 Coordinate all necessary aqueduct shutdowns with the construction contractor and Water Authority's O&M Department. Aqueduct shutdowns are required to complete connections to existing Water Authority facilities, and typically are scheduled during the November to April period. The O&M Department is responsible for coordinating all aqueduct shutdown activities, including review of construction contractor safety procedures for personnel entering and working on the pipelines and appurtenant facilities during a shutdown. The O&M Department has developed specific safety measures that are to be implemented during a shutdown, including a provision to provide required safety siphon personnel during shutdowns.
- 7.20 Maintain a working set of as-built record drawings. Update Water Authority as-built record drawings with RFIs, change orders, and submittal responses daily.

- 7.21 Maintain a photographic log for each project, including the photograph frame number, date, subject, and view, and update monthly in accordance with the Water Authority's Construction Management Manual. Review Contractor's videotape of pre-construction site conditions to document and clearly depict pre-existing conditions. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Prepare PowerPoint presentations as required.
- 7.22 Prepare detailed project punch lists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the affected Water Authority departments and other parties as directed by the Water Authority. Verify that work, testing, cleanup, and construction contractor demobilization are complete.
- 7.23 Take the lead in negotiating and closing out the construction contract. Prepare the memorandum to the Board of Directors recommending acceptance for the project and the Notice of Completion.
- 7.24 Recommend acceptance of the work in writing in preparation of issuance of the Certificate of Substantial Completion, recommendation to the Board, Notice of Completion, and the Water Authority's Internal Notice of Completion.
- 7.25 Prepare final change orders as required. Classify and summarize the change orders in the Board document and include in the Final Construction Summary Report.
- 7.26 Prepare an Internal Notice of Completion addressed to the Water Authority's Operations and Maintenance Department.
- 7.27 Recommend final payment in the form of release of retention to the construction contractor in accordance with contract requirements. Verify that the construction contractor has made all payments to the subcontractors and vendors, and that any stop notices or liens have been released. Verify that all SCOOP requirements have been met and the required final documentation has been received prior to making the final payment. Obtain a Conditional Waiver of Lien from the construction contractor prior to recommending final payment.

8.0 Administrative Assistant/Document Control Specialist Duties

- 8.1 Perform clerical, filing, and other administrative assignments for staff support in accordance with Water Authority practices. The Administrative Assistant shall possess the ability to take meeting minutes, prepare spreadsheets and correspondence, and check invoices and billings as assigned. The Administrative Assistant shall have knowledge of office administration, practices and procedures, and must be proficient in web based document control and current software used by the Water Authority. The Water Authority's current standards are: Windows 10

Professional, Microsoft Office 365 E3, latest version of Adobe Acrobat Professional, and Microsoft SharePoint.

- 8.2 Manage the receipt, logging, control, tracking, and timely processing of all project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process. Document the receipt and sending of all project communication in an electronic log, and then promptly distribute to the Water Authority and other applicable parties. File all communication in the project files.
- 8.3 Maintain project file system in accordance with Water Authority standards, practices, and procedures.
- 8.4 The Administrative Assistant shall meet with Water Authority staff, as directed by the Water Authority, to review status of field documentation and files, and make corrections to filing system to be compatible with the Water Authority's Construction Management Manual administrative filing system.
- 8.5 Provide as-needed engineering/administrative support services associated with assisting Water Authority staff in auditing project files on multiple construction projects. Audits shall be done on a quarterly, as-needed basis, or as requested by Water Authority staff.
 - 8.5.1 General audit functions include, but are not limited to the following:
 - a. Verify files listed in the Water Authority's records management database are accounted for by coordination with Water Authority staff.
 - b. Ensure that documents are punched and fastened inside the folder.
 - c. Correspondence is arranged in chronological order (latest date on top, except for submittals, non-compliance reports, field orders, and requests for information).
 - d. Ensure footers and file codes are indicated on the left hand bottom part of document.
 - e. Ensure documents are properly coded and filed in the correct folder.
 - f. Logs are maintained for correspondence, non-compliance reports, field orders, requests for information, submittals, site visitor log and preliminary/stop notices.
 - g. Ensure that weekly construction progress minutes are signed and accepted by the construction contractor.
 - h. Ensure that documents in binders are transferred to report folders before being filed by the Document Control Specialist.

- i. Provide a summary of audit finding and actions or connections needed, if any, to the Water Authority's Construction Manager and Supervising Management Analyst.

8.5.2 Perform submittal audits as follows:

- a. Ensure that submittals listed in the submittal-tracking log or Project Master Submittal List are accounted for.
- b. Ensure that submittals are returned to construction contractor as specified in the authorized project's construction contract documents.
- c. Verify that return date and disposition match the information on the submittal log.
- d. Verify submittals have correct disposition.
- e. Verify reviewer comments are included in the submittal file.

9.0 Project Manager Services

- 9.1 Provide one lead individual, the Project Manager, who shall bear overall responsibility and who shall report directly to the Water Authority Contract Manager. Project Manager shall have a minimum of five years experience managing large civil projects with a construction value exceeding \$10 million. Project Manager leadership attributes require effective understanding of the interdependence of supporting technical disciplines; development of trust, commitment, and accountability within the project group; decisiveness; and ability to effectively identify and resolve differences. Project Manager shall be accountable for achieving the project facility goals and objectives by identifying the oversight services for each technical discipline needed to complete the project facility.
- 9.2 Coordinate with the Water Authority Contract Manager to transfer information, develop strategies and action plans, and update project delivery plan ensuring the project meets scope, budget, and schedule. Project Manager shall control the day-to-day requirements of the project and be responsible for project cost-scheduling and subsequent execution; provide clear definition, standardization, and compatibility of project facility parameters, scope, and division of labor for each technical discipline business operating concept; provide clear performance indicators and improve processes; perform financial management including variance analysis and activate corrective actions, cash flow projections, cost control, perform or oversee project risk assessment to identify and counteract risks that affect overall budget and schedule; and oversee document and file control.
- 9.3 Prepare project correspondence, Board memorandums, Project Management reports, Annual Report, Biannual Report, and other forms of communication in accordance with Water Authority document formatting standards. Prepare and present project updates and contract actions to the Water Authority's Board of Directors.

- 9.4 Coordinate with administrative staff to ensure that all documentation is filed in accordance with Water Authority standards, practices, and procedures.
 - 9.5 Conduct project team coordination meetings monthly or as often as necessary to discuss and resolve issues relating to the management of the project. Document the meetings and record action items assigned to project team members. Project team members may include Water Authority and construction contractor staff.
 - 9.6 Coordinate processing of contracts, amendments, and extended service authorizations with the Contract Manager. Ensure that all contract actions are taken prior to work being performed.
 - 9.7 Use contract tracking sheets, variance reports, contingency tracking spreadsheets, Primavera reports, and other project management tools to track fiscal year appropriation execution, and overall budget. Coordinate with the Water Authority's Contract Manager and other project team members to update project costs and schedule on a monthly basis. Work with Water Authority's Construction Manager and other project team members to track construction progress versus baseline schedule and budget. Work with Construction Manager and other team members to identify and document variances and develop action plans to recover schedule/budget. Coordinate with project team members to ensure that the fiscal year baseline is on-track.
 - 9.8 Prepare and present project progress and monthly project management update meetings.
 - 9.9 Schedule and attend bi-weekly meetings with Water Authority's Contract Manager to review project progress. Provide a written list of project issues with action plans for resolution and a record of attempted resolution.
- 10.0 Record Drawing/CADD Services
- 10.1 Incorporate modifications and changes from all sources such as submittals, RFIs, Value Engineering, field orders, extra work, change orders, and Water Authority-specified changes. Modifications to plans shall be in the form of AutoCAD changes or redlines, as required.
- 11.0 Extended Services
- 11.1 Provide extended scope of work services required as authorized in writing by the Water Authority. Extended services that may be required include, but are not limited to, project management, engineering design, blast monitoring, rock coring cost estimation, scheduling, constructability review, cost estimating using HeavyBid software, bid evaluation, bid award support, Qualified SWPPP Practitioner services, Qualified SWPPP Developers services, and testing, inspection support services, and Regional Water Quality Control Board compliance services. If the Contractor does

not have such capable and qualified persons on staff to perform these extended services, subcontractors shall be provided under direct contract to the Contractor.

- 11.2 The Water Authority recognizes that the Contractor shall need other miscellaneous services during construction that are dependent on a construction contractor's particular means and methods of construction, or on unanticipated field conditions. The Contractor shall identify in writing and request the Water Authority's permission to use specialty subcontractors at least five working days before using such services.
- 11.3 Provide assistance to the Water Authority in the preparation of Board memoranda, change orders, quantity take-offs, cost estimates, status reports, contracts, and amendments.
- 11.4 Make presentations to the Water Authority's Board or other public presentations, as requested.
- 11.5 Provide other staff to assist with project management as required.

[DRAFT, FINAL TO BE NEGOTIATED WITH SELECED CONTRACTOR]
ATTACHMENT B

PAYMENT and FEE SCHEDULE

1. Base Services Not-To-Exceed Fee - Tasks 1 through 10 of Attachment A, Scope of Work shall be referred to as base services and shall not exceed \$_____. Each base services work item, fee limit, and schedule shall be individually negotiated. Work shall begin only when written Authorization is given by Water Authority. Contractor shall manage the costs inclusive of project resources, service center costs, and other direct costs to ensure completion of each authorized base services work for the amount stated in each written Authorization. The Water Authority will not make payments beyond the authorized amount of each Authorization.
2. Extended Services Not-To-Exceed - Extended services as described under Task 11.0 of Attachment A shall not exceed \$_____. Each extended service work item, fee limit, and schedule shall be individually negotiated. Work shall begin only when a written Extended Services Authorization is given by Water Authority. Contractor shall manage the project resources, service center costs, and other direct costs to ensure completion of each authorized extended service work for the amount stated in each written ESA. The Water Authority will not make payments beyond the authorized amount of each ESA.
3. Compensation and Rates -
 - a. The maximum hourly billable rate shall not exceed \$_____ for the term of the Contract.
 - b. There are no minimum workday provisions. Except for prevailing wage positions, every hour billed for this Contract will be paid at the total hourly rates listed in the Labor Rates and Schedule of Fees Tables. Total hourly rates shall be actual base hourly rate multiplied by the multiplier factor indicated for each firm.
 - c. Personnel performing surveying, geotechnical, inspection, and testing work are covered by California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall invoice for its covered personnel per the applicable prevailing rate wages set by State of California, Department of Industrial Relations. It is Contractor's obligation to ensure that its subcontractors pay not less than the applicable prevailing rate wages set by the Department of Industrial Relations.
 - d. Compensation shall be for actual hours worked on this project. Chargeable time includes direct assignment time, assignment preparation time, and report writing time. Travel time to and from the job site will not be allowed as chargeable time.
 - e. No payment will be made for personnel not specifically included on the Labor Rates and Schedule of Fees Tables. Contractor shall make requests to add personnel not included in its original tables, before work is performed by such personnel. Request shall be in writing and include name, position, base rate, multiplier if appropriate, and starting date. Personnel may be added only after approval from the Water Authority.

4. Rate Increases -
 - a. The initial base rate and unit price rates shown in the Labor Rates and Schedule of Fees Tables shall be valid until June 2019. Thereafter, Contractor may request an annual rate increase not to exceed the annual average of consumer price index for labor in the San Diego area or 3 percent whichever is less. Rate increases shall not change the Contract amount or any not-to-exceed Authorization or fee mentioned above.
 - b. It is the Contractor's sole responsibility to make timely requests for rate increases. Such requests shall be made at least 14 days before the month set for wage increases in the Wage Increases. Rate increases require and become effective by written approval of Water Authority. Revised rates shall remain in effect until the next increase is requested and approved. Rate increases requests or approval shall not be compounded.
 - c. An upgrade in classification that would result in an hourly rate increase above the limit specified herein must be submitted to the Water Authority for written approval before the upgraded individual can be added to the project team at the new hourly rate.
 - d. Hourly rate increases, if any, for individuals covered by the Prevailing Wage compensation requirements shall be determined by the Department of Industrial Relations for their classification. It is the Contractor's responsibility to keep current with the prevailing wage rates for the applicable classifications.
5. Other Direct Costs - Compensation for other direct costs incurred under this Contract includes and is limited to costs as listed in the Other Direct Costs section herein. The Water Authority will not pay a markup on other direct costs incurred by Contractor. All other costs not listed in the Other Direct Costs section herein are covered in rates, multiplier, or service center charge. Contractor will be allowed a 5 percent markup of total subcontractor charges, which includes subcontractor labor, subcontractor service center costs, and subcontractor other direct costs.
6. Invoices - Invoices shall be submitted monthly to the Water Authority for services performed during the preceding month. In addition to the requirements of Attachment A, Scope of Work to this Contract, invoices shall include:
 - a. The authorization number, name, labor classification, base rate, established multiplier, and dates work performed for each individual charging to the project.
 - b. A summary of each authorization, amounts expended to date, amount invoiced, and amount remaining to be authorized.
 - c. Service center charges as a line item based on the number of hours charged by staff to the project that month.
 - d. Other authorized direct costs shall be listed separately. Copies of invoices of all approved subcontractors and other direct costs shall be attached to the monthly invoices. Detailed, legible receipts for other direct costs shall be provided. Each travel expense request for reimbursement shall be consolidated into one month's invoice and not spread over several months' invoicing. Travel expenses shall be accompanied by approved travel authorization.
 - e. Signed certification of the Contractor's Project Manager that all charges, including subcontractor charges, are in conformance with the terms of this Contract. It is the sole responsibility of the Contractor to prepare and submit a clear, complete, legible, and

approvable invoice each month. Payment for work may be withheld where invoices are not submitted in conformance with the requirements of this Contract.

7. Notification by Contractor -

- a. Contractor shall immediately notify Water Authority's Contract Manager in writing:
 1. If at any time Contractor has reason to believe that the services and costs expected to be incurred for any authorized base service, or authorized extended service, in the next 60 days, when added to all costs previously incurred for that authorization, will exceed 80 percent of the not-to-exceed amount for that base, or extended service work.
 2. If at any time, Contractor has reason to believe that the cost to complete the authorized base, or authorized extended services work will be greater than, or less than 90 percent, of the amount authorized.
 3. If at any time, Contractor has reason to believe the total cost to complete all Contract work will be greater than, or less than 90 percent, of the not-to-exceed amount of the Contract.
- b. Contractor's notification shall include, but not be limited to:
 1. Cost and schedule status of base or extended service work.
 2. Cost and schedule status of the overall Contract work.
 3. Revised cost(s) and/or schedule(s).
 4. Reason(s) for each affected authorization and/or overall effect on the Contract.
 5. If appropriate, request for an amendment to the Contract.

WAGE INCREASES TABLE	
Contractor and Subcontractors	Month for Wage Increases

LABOR RATES AND SCHEDULE OF FEES TABLES:

CONTRACTOR, MULTIPLIER _____

Team Member	Classification	Hourly Rate	Total Hourly Rate

CONTRACTOR, PREVAILING WAGE LABOR RATES, MULTIPLIER _____

Team Member	Classification	Hourly Rate	Total Hourly Rate	Overtime Premium	Overtime Total Hourly Rate	Double Time Premium	Double Time Total Hourly Rate

SUBCONTRACTOR 1, MULTIPLIER _____

Team Member	Classification	Hourly Rate	Total Hourly Rate

SUBCONTRACTOR 1, PREVAILING WAGE LABOR RATES, MULTIPLIER

Team Member	Classification	Hourly Rate	Total Hourly Rate	Overtime Premium	Overtime Total Hourly Rate	Double Time Premium	Double Time Total Hourly Rate

SUBCONTRACTOR 2, SCHEDULE OF LABORATORY FEES

OTHER DIRECT COSTS

A. Service Center Costs

Compensation for all private vehicle mileage, photography, film development, computers, computer software, CADD, word processing, printers, reproduction and prints whether black and white or color, plotting and record mapping copies on bond, digital cameras, digital video cameras, cell phones and cell phone service, broadband service, delivery service, mail, local and long distance telephone charges, facsimile transmission, office supplies, technical reference materials, training, equipment, and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required shall be billed at the following rates per labor hour charged to the project:

Service Center Fees	\$/Hr.
Contractor	
Subcontractor 1	
Subcontractor 2	

B. Travel Costs:

Item	Rate
Travel Costs. Travel requests must be submitted and approved by the Water Authority in advance of travel. Only expenses necessary for furthering the interests of the Water Authority and which maximize the purchasing value of public funds will be approved. Parking or traffic fines, in-room movies, laundry service, personal telephone calls, and similar expenses are not reimbursable.	

Item		Rate
1.	Airfare - Coach or economy class except when coach or economy seats are not available. Itemized receipts are required.	At Cost
2.	Lodging - Hotel/motel reimbursement inclusive of hotel and sales taxes. Itemized receipts are required.	At Cost
3.	Meals - Itemized receipts are required. Alcoholic beverages are not reimbursable.	At Cost up to \$50/day
4.	Auto Rental – Mid-size sedan or smaller unless five or more people are to be transported. Receipts are required. Rental car fuel is reimbursable.	At Cost
5.	Parking, mileage, tolls and taxis (if less costly than rented cars) are reimbursable. Itemized receipts are required.	At Cost; Mileage at IRS Rate
6.	Mileage outside Southern California (San Diego, Riverside, San Bernardino, Orange and Los Angeles counties) when travel by vehicle is determined to be less costly than airfare or as approved by the Contract Manager.	IRS rate

C. Field Vehicle Allowance as follows:

Item	Detail
Field Vehicle Allowance	\$75.00/day of use as approved by the Water Authority Contract Manager
Notes: When used for direct project purposes and not private vehicle usage as covered by Paragraph A above.	

D. Bulk Copying and Report Production

Bulk copying and report production, of five or more, expenses including blueprinting, report printing, film and film developing by outside copying or printing services, when necessary for the services are reimbursable at actual cost if approved by Water Authority before incurring costs. Detailed receipts must be provided.

E. Fee Schedule for Laboratory Testing

Services to be provided in accordance with the tables included herein.

F. Other Direct Costs, not covered elsewhere

When deemed appropriate and necessary by Water Authority, other cost items which are not included in hourly rates may be approved by the Water Authority. Contractor shall contact Water Authority and obtain approval in writing before incurring any costs.

ATTACHMENT C
PERFORMANCE SCHEDULE

ATTACHMENT C

SCOOP, Schedule A-1

CERTIFICATES OF INSURANCE
and
ADDITIONAL INSURED ENDORSEMENTS

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE SAN DIEGO COUNTY WATER AUTHORITY			FORM GEN2013/08	
			Endorsement No.:	Issue Date (MM/DD/YY):
PRODUCER			POLICY INFORMATION	
Company: Address: Telephone:			Insurance Company: NAIC Code: Policy No.: Policy Period (from): (to): Deductible of \$ Self-Insured Retention of \$	
NAMED INSURED			APPLICABILITY	
Company: Address:			This insurance pertains to the operations, products, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.	
TYPE OF INSURANCE			OTHER PROVISIONS	
COMMERCIAL GENERAL LIABILITY Claims Made Retroactive Date: Occurrence OWNERS & CONTRACTORS PROTECTIVE				
COVERAGES	LIABILITY LIMITS		CLAIMS Representative for claims pursuant to this insurance	
	EACH OCCURENCE	AGGREGATE		
GENERAL LIABILITY	\$	\$	Name:	
PRODUCTS-COMPLETED OPERATIONS	\$	\$	Company:	
PERSONAL & ADVERTISING INJURY	\$	\$	Address:	
FIRE LEGAL LIABILITY	\$	\$		
EXPLOSION, COLLAPSE, UNDERGROUND HAZARD	\$	\$		
CONTRACTUAL LIABILITY	\$	\$	Telephone:	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: <ol style="list-style-type: none"> ADDITIONAL INSURED. The San Diego County Water Authority, its directors, officers, employees, and agents, are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement. SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001, or claims made form CG 0002. Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER/ ADDITIONAL INSURED			AUTHORIZED REPRESENTATIVE	
SAN DIEGO COUNTY WATER AUTHORITY 4677 OVERLAND AVENUE SAN DIEGO, CA 92123 858-522-6650 Project: Construction Management As-Needed Support Services			I _____, warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Title: Employer of Signatory: Telephone: _____ Date signed: _____ SIGNATURE: _____	

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE SAN DIEGO COUNTY WATER AUTHORITY		FORM AUT2013/08	
		Endorsement No.:	Issue Date (MM/DD/YY):
PRODUCER		POLICY INFORMATION	
Company: Address: Telephone:		Insurance Company: NAIC Code: Policy No.: Policy Period (from): (to): Deductible of \$ Self-Insured Retention of \$	
NAMED INSURED		APPLICABILITY	
Company: Address:		This insurance pertains to the operations and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.	
TYPE OF INSURANCE		OTHER PROVISIONS	
BUSINESS AUTO POLICY TRUCKERS AND MOTOR CARRIER LIABILITY POLICY GARAGEKEEPERS LIABILITY NON-OWNED – HIRED VEHICLES OTHER:			
LIABILITY LIMIT		CLAIMS Representative for claims pursuant to this insurance	
\$ per accident, for bodily injury and property damage liability.		Name: Company: Address: Telephone:	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001, Code 1 ("any auto"). CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement. <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER/ ADDITIONAL INSURED		AUTHORIZED REPRESENTATIVE	
SAN DIEGO COUNTY WATER AUTHORITY 4677 OVERLAND AVENUE SAN DIEGO, CA 92123 858-522-6650 Project: Construction Management As-Needed Support Services		I , warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Title: Employer of Signatory: Telephone: Date signed: Signature: _____	

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PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT For the San Diego County Water Authority		FORM PRF 2013/08	
		Endorsement No.:	Issue Date(MM/DD/YY):
PRODUCER		POLICY INFORMATION	
Company: Address: Telephone:		Insurance Company: NAIC Code: Policy No.: Policy Period (from): (to): Deductible of \$ Self-Insured Retention of \$	
NAMED INSURED		APPLICABILITY	
Company: Address:		This insurance pertains to the operations, products, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.	
TYPE OF INSURANCE		CLAIMS Representative for claims pursuant to this insurance	
Claims Made Form Retroactive Date: Occurrence Form		Name: Company: Address: Telephone:	
COVERAGES		LIABILITY LIMITS	
		EACH OCCURRENCE	AGGREGATE
ARCHITECTS/ENGINEER'S PROFESSIONAL LIABILITY		\$	\$
ENVIRONMENTAL PROFESSIONAL LIABILITY		\$	\$
CONTRACTORS/ PROJECT MANAGER'S PROFESSIONAL LIABILITY		\$	\$
LAWYER'S PROFESSIONAL LIABILITY		\$	\$
OTHER:		\$	\$
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> CANCELLATION NOTICE. This insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) OTHER PROVISIONS. The following exclusions or special provisions apply to this coverage. <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
SAN DIEGO COUNTY WATER AUTHORITY 4677 OVERLAND AVENUE SAN DIEGO, CA 92123 858-522-6650 Project: Construction Management As-Needed Support Services		I _____, warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Title: Employer of Signatory: Telephone: _____ Date signed: _____ SIGNATURE: _____	

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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT		FORM WRK2013/08
For the San Diego County Water Authority		<div>Endorsement No.:</div> <div>Issue Date (MM/DD/YY):</div>
PRODUCER	POLICY INFORMATION	
<div>Company:</div> <div>Address:</div> <div>Telephone:</div>	<div>Insurance Company:</div> <div>NAIC Code:</div> <div>Policy No.:</div> <div>Policy Period (from): (to):</div> <div>Deductible of \$</div> <div>Self-Insured Retention of \$</div>	
NAMED INSURED	APPLICABILITY	
<div>Company:</div> <div>Address:</div>	This insurance pertains to the operations, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.	
COVERAGES	OTHER PROVISIONS	
<div>STATUTORY WORKERS' COMPENSATION</div> <div>EMPLOYER'S LIABILITY</div> <div>\$ Bodily Injury (each accident)</div> <div>\$ Bodily Injury by Disease (each employee)</div> <div>\$ Bodily Injury by Disease (policy limit)</div> <div>OTHER:</div>	<div>CLAIMS Representative for claims pursuant to this insurance.</div> <div>Name:</div> <div>Company:</div> <div>Address:</div> <div>Telephone:</div>	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the San Diego County Water Authority, its directors, officers, employees, and agents for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the San Diego County Water Authority. CANCELLATION NOTICE. With respect to the interests of the San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>		
ENDORSEMENT HOLDER	AUTHORIZED REPRESENTATIVE	
<div>SAN DIEGO COUNTY WATER AUTHORITY</div> <div>4677 OVERLAND AVENUE</div> <div>SAN DIEGO, CA 92123</div> <div>858-522-6650</div> <div>Project: Construction Management As-Needed Support Services</div>	<div>I , warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.</div> <div>Title:</div> <div>Employer of Signatory:</div> <div>Telephone: Date signed:</div> <div>SIGNATURE:</div>	

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EXCESS LIABILITY SPECIAL ENDORSEMENT		FORM EXC2013/08	
FOR THE SAN DIEGO COUNTY WATER AUTHORITY		Endorsement No.:	Issue Date(MM/DD/YY):
PRODUCER		POLICY INFORMATION	
Company: Address: Telephone:		Insurance Company: NAIC Code: Policy No.: Policy Period (from): (to): Self-Insured Retention of \$	
NAMED INSURED		APPLICABILITY	
Company: Address:		This insurance pertains to the operations, products, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.	
TYPE OF INSURANCE		OTHER PROVISIONS	
EXCESS LIABILITY Claims Made Retroactive date: UMBRELLA LIABILITY Occurrence			
LIABILITY LIMITS		CLAIMS Representative for claims pursuant to this insurance	
EACH OCCURRENCE	AGGREGATE	Name:	
		Company:	
		Address:	
\$	\$	Telephone:	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
1. ADDITIONAL INSURED. The San Diego County Water Authority, its directors, officers, employees, and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.			
2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary to any insurance or self-insurance of those insureds added by this endorsement. Any other insurance or self-insurance maintained by the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limit of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement.			
6. SCOPE OF COVERAGE. By this endorsement, the insurer warrants that the insurance afforded by the umbrella or excess policy is at least as broad as the underlying policy.			
7. UNDERLYING POLICY(IES). The insurance policies underlying this umbrella or excess policy are:			
INSURER		POLICY NO.	POLICY PERIOD
			-
			-
			-
			-
			-
ENDORSEMENT HOLDER/ ADDITIONAL INSURED		AUTHORIZED REPRESENTATIVE	
SAN DIEGO COUNTY WATER AUTHORITY 4677 OVERLAND AVENUE SAN DIEGO, CA 92123 858-522-6650 Project: Construction Management As-Needed Support Services		I _____, warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Title: Employer of Signatory: Telephone: _____ Date signed: _____ SIGNATURE: _____	

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EXHIBIT B

SCOOP Schedules A-1 and A-2



SCHEDULE A-1:
DESIGNATION of ALL SUBCONTRACTORS, INCLUDING SUBCONTRACTORS/SUBCONSULTANTS/VENDORS/SERVICE PROVIDERS

INSTRUCTIONS: Complete Schedule A-1 by entering the name and location of the place of business of each subcontractor, vendor, supplier, trucker, or service provider who will perform work or labor or render service to the Contractor, or who will furnish materials, products or equipment to the Contractor, and the portion of work to be furnished or supplied by each subcontractor. Indicate if they are a small, minority-owned, woman-owned or veteran-owned business. Use additional pages if necessary. If no subcontractors, vendors, or material suppliers are to provide services related to this project, enter "**None**".

Company Name: _____ **Project Name:** Construction Management As-Needed Support Services **Date:** _____ **Change Order # :** _____
Contact name: _____ **Phone#** _____ **Water Authority Project Manager:** _____ **Contract #** _____ **Amendment #:** _____

NAME AND CONTACT OF SUBCONTRACTOR(S)	SUBCONTRACTOR(S) LICENSE NUMBER	2 nd Tier Sub? YES TO:____/NO	ADDRESS, TELEPHONE NUMBER, E-MAIL OF PLACE OF BUSINESS. Headquarters or Local Office?	SPECIFIC WORK TO BE DONE BY SUBCONTRACTOR ⁽¹⁾	SMALL BUSINESS YES / NO	MINORITY-OWNED YES / NO	WOMAN-OWNED YES / NO	VETERAN-OWNED YES / NO	ORIGINAL DOLLAR AMOUNT ⁽²⁾	Changes Per This Change Order/ Amendment	Cumulative Change Orders/ Amendment Dollars	% OF TOTAL FEE	LIST ANY CERTIFICATIONS ⁽³⁾

TOTAL INITIAL DOLLAR AMOUNT COMMITTED TO SMALL CONTRACTORS: \$ _____

TOTAL INITIAL DOLLAR AMOUNT COMMITTED TO ALL SUBCONTRACTORS:\$ _____

CHANGE ORDER / AMENDED DOLLAR AMOUNT: \$ _____

TOTAL DOLLAR AMOUNT COMMITTED TO SMALL CONTRACTORS \$ _____

TOTAL DOLLAR AMOUNT COMMITTED TO ALL SUBCONTRACTORS: \$ _____

Note: San Diego County Water Authority reserves the right to verify contents of this report by contacting subcontractors, including subcontractors, subconsultants, vendors and service providers.

⁽¹⁾ If 100 percent of item will **NOT** be performed or furnished by listed small contractor, describe exact portion of the item that will be performed or furnished by the small contractor.

⁽²⁾ Must show total price for specific work by subcontractor, subconsultant, vendor, service provider, or broker. For Material Brokers, show Broker Fee for Service.

⁽³⁾ For a complete description of Small Business certifications and criteria, visit: <http://www.sdcwa.org/opps/scoop-aboutus.phtml#FAQ>



SCHEDULE A-2: SUBCONTRACTING OPPORTUNITIES AND CONTACT LOG

DESCRIPTION OF WORK, MATERIAL OR SERVICE TO BE SUBCONTRACTED (WORK CATEGORIES)	TOTAL ESTIMATED COST OF WORK, MATERIALS, OR SERVICE TO BE SUBCONTRACTED	% OF TOTAL BID/ PROPOSAL	NAME OF COMPANY & PERSON CONTACTED	LIST TELEPHONE, FAX, & E-MAIL	BIDDING/ PROPOSING?	RESULTS
	\$ _____	_____ %	1.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			2.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			3.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			4.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	\$ _____	_____ %	1.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			2.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			3.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			4.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
	\$ _____	_____ %	1.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			2.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			3.		Yes <input type="checkbox"/> No <input type="checkbox"/>	
			4.		Yes <input type="checkbox"/> No <input type="checkbox"/>	

Note: San Diego County Water Authority reserves the right to verify content of this report by contacting subcontractors/subconsultants or suppliers.

EXHIBIT C

Contractor and Subcontractor DIR Classification Form

Contractor and Subcontractor DIR Classification Form

Project Name: Construction Management As-Needed Support Services

Prime Contractor Name:			
License Number:		DIR Registration Number:	
Contact Name and Title:		Contact Email Address:	
Classifications: (select all that apply)			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPENT/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

Subcontractor Name:			
License Number:		DIR Registration Number:	
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Classifications (select all that apply):			
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<input type="checkbox"/> TILE WORKERS			

Continue on another page if there are additional subcontractors.

EXHIBIT D

Reference Documents