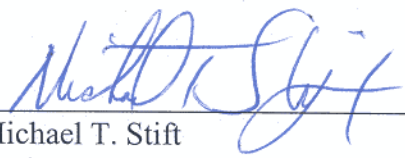


REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR
THE MISSION TRAILS PROJECTS
PROPOSALS DUE:
MAY 18, 2006 AT 2:00 P.M.

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



Michael T. Stif
Assistant Director of Engineering

TABLE OF CONTENTS

SECTION

1.0	INTRODUCTION
2.0	WATER AUTHORITY BACKGROUND
3.0	PREVAILING WAGES
4.0	PROJECT DESCRIPTIONS
5.0	SCOPE OF WORK
6.0	SPECIAL CONSIDERATIONS
7.0	PROPOSAL REQUIREMENTS
8.0	PRE-SUBMITTAL ACTIVITIES
9.0	SUBMITTAL REQUIREMENTS
10.0	CONTRACTOR NOMINATING AND SELECTION PROCESS
11.0	EVALUATION CRITERIA
12.0	SCHEDULE FOR NOMINATION, SELECTION, AND AWARD
13.0	SMALL CONTRACTOR OUTREACH AND OPPORTUNITIES PROGRAM (SCOOP) REQUIREMENTS
14.0	SPECIAL CONDITIONS

EXHIBITS:

- A. Professional Services Contract
- B. SCOOP Reporting Forms
- C. Site Plan
- D. Technical References

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE MISSION TRAILS PROJECTS

1.0 INTRODUCTION

The San Diego County Water Authority is seeking proposals from qualified firms for construction management and inspection services for the Mission Trails Projects.

This Request for Proposals 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 San Diego County 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 23 member agencies, consisting of six cities, 16 special districts and the Pendleton Military Reservation.

The Water Authority is governed by a 34 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 Water Authority has approximately 200 employees working within 11 major functional areas of responsibility: Administrative Services, Imported Water, Finance, Water Resources, Public Affairs, Engineering, Operations and Maintenance, Right of Way, Human Resources and Offices of the General Manager and General Counsel.

The estimated population in San Diego County is 2.9 million people, 98 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 907,634 acres. As a water wholesaler, the Water Authority purchases the majority of its water from the Metropolitan Water District of Southern California.

3.0 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, drilling, geotechnical services and all other public works components of this contract. The trades involved are surveying, inspection, and geotechnical services. The contractor shall cause a copy of the prevailing wage rates to be posted at the job site. 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.

4.0 PROJECT DESCRIPTIONS

4.1 Mission Trails Projects

4.1.1 The Mission Trails Flow Regulatory Structure II

The Flow Regulatory Structure II consists of a buried 12 million gallon tank located in Mission Trails Regional Park within the City of San Diego. The Flow Regulatory Structure II is divided into two, 6 million gallon basins constructed of cast in place reinforced concrete. Site piping includes inlet and outlet valve vaults with pipelines connecting the tanks to the Second San Diego Aqueduct and an overflow pipeline. An access building on top of the structure provides access to the water surface, ventilation for filling and draining the reservoir, and encloses the instrumentation and controls.

4.1.2 Mission Trails Pipeline Tunnel and Vent Demolition Project

The project involves the construction of approximately 4,825 feet of 96-inch pipeline by tunnel methods between Fortuna Ridge at the western boundary of the Mission Trails Regional Park between the Highway 52 and Mission Gorge Road. The project also consists of the demolition of the above ground portion of a series of vents and blow offs on the existing abandoned pipelines. This project will provide for future increased untreated water demands and storage capacity for Central and South San Diego County. Construction of the pipeline will relieve a "hydraulic bottleneck" in the system by combining the existing Pipelines 3 and 4 into a single pipeline to transmit untreated water through the proposed Mission

Trails Flow Regulatory Structure II. The pipeline is designed as a pressure pipeline with an impermeable lining in two separate tunnels.

4.1.3 Project Site

The proposed site for the Flow Regulatory Structure II project is a parcel currently owned by the San Diego Unified School District within the boundaries of Mission Trails Regional Park. The site is northeast of the existing Flow Regulatory Structure. The pipeline tunnel will be constructed between two sections of the Second Aqueduct in the same area with a northwest to southeast alignment. The primary access to the project site by all contractors and staff, including material deliveries, shall be via Clairemont Mesa Boulevard. This entrance, at the end of Clairemont Mesa Boulevard, will also be the location of the project site office. Other access during various stages of the tunneling may be via Portobelo Drive, Calle De Via, and Mission Gorge Road. See Exhibit C.

4.1.4 The Mission Trails Projects Organization

The Mission Trails Projects are supported by a combination of Water Authority staff, contractors, and agencies, as listed below:

Mission Trails Pipeline Tunnel and Vent Demolition Design Engineer - Jacobs Associates

The Mission Trails Flow Regulatory Structure II Design Engineer - HDR

Member Agency - City of San Diego

4.1.5 Mission Trails Projects Contracts and Interfaces

The Water Authority has established professional service contracts and interfaces for the Mission Trails Projects. Key interface areas with contractors are described below:

- a. Jacobs Associates is the Design Engineer and will provide construction support services for the Mission Trails Pipeline Tunnel and Vent Demolition. Interface with Jacobs Associates at the 50 percent design phase through the final design phase. During the construction phase, interface with Jacobs Associates for shop drawing and submittal review and address requests for information.

- b. HDR is the Design Engineer and will provide construction support services for the Flow Regulatory Structure II. Interface with HDR at the 50 percent design phase through the final design phase. During the construction phase, interface with HDR for shop drawing and submittal review and address requests for information.
- c. The Water Authority may have on board an environmental contractor to assist the Water Authority's Water Resources Department staff on CEQA/National Environmental Protection Act compliance issues, including implementation of mitigation measures, permit conditions, and other environmental issues that may arise. The environmental contractor or Water Authority in house staff will interface with regulatory agencies and coordinate with the Mission Trails Projects construction manager and the construction contractor in conducting environmental training, mitigation monitoring, and reporting activities. Interface with the environmental contractor and/or Water Authority Staff to ensure that all mitigation measures and permit conditions are implemented.
- d. The Water Authority's Public Affairs Department staff will conduct the Mission Trails Projects public outreach program. Public Affairs staff will serve as the community liaison through information lines, coordinate public forums, manage project tours, and coordinate briefings with elected officials, policy makers, board members, and partner with affected member agencies. The Water Authority may have a public affairs contractor on board to assist with these activities. In addition, the Water Authority's Public Affairs staff will handle media relations, including news conferences, briefings, and news release distribution, as well as supporting environmental contractors with community consultations, development of mitigation measures, and proactive information dissemination. Interface with Public Affairs on all issues affecting the nearby residents, businesses, communities, government agencies, public media, and other interested parties. Provide Public Affairs staff and/or Public Affairs contractor with needed support such as production of exhibits/displays and strategic counsel on responding to community issues.

5.0 SCOPE OF WORK

5.1 Mission Trails Contracts

5.1.1 Construction Contracts

The Mission Trails consists of two main projects, which are:

- 1) Mission Trails Flow Regulatory Structure II; and
- 2) Mission Trails Pipeline Tunnel and Vent Demolition.

It is currently anticipated that these projects may be packaged into several construction contracts with multiple construction contractors working on site concurrently.

Perform the tasks described in Section 5.0, Scope of Work, for each construction contract.

5.2 General Descriptions and Standards

5.2.1 General

Apply professional knowledge, skill, and expertise in the fields of construction management, quality management, change control, claims prevention, contracting, material testing, fabrication inspection, survey, and contract administration for all aspects of the scope of work described below in order to facilitate completion within budget, on schedule, and in compliance with all requirements throughout the completion of all construction contracts for the Mission Trails Projects. The contractor should have the experience and expertise to manage different project construction delivery methods including, design-build and design-bid-build, and to deal with multiple concurrent construction contracts. Assign only personnel whose qualifications, background, and experience are commensurate with the expertise required to accomplish the assigned work and who have prior approval in writing by the Water Authority. The tasks listed below are intended to describe the services to be provided by the Contractor. The services listed are not all-inclusive, but rather represent those normally expected during the design and construction of the projects.

5.2.2 Project Manager

Provide one lead individual, the project manager, who shall bear overall responsibility for all construction management and inspection services and who shall report directly to the Water Authority Construction Administrator. The Contractor's project manager shall hold a State of California Registered Professional Engineer license in Civil Engineering.

5.2.3 Resident Engineer(s)

Provide resident engineer(s), who shall report to the Contractor's project manager. The Contractor's resident engineer(s) need not hold a State of California Registered Professional Engineer's license, but if not, all actions requiring such license shall be performed by the Contractor's project manager. In lieu of a Professional Engineer's license, the resident engineer(s) should hold a recognized industry credential as a certified construction manager or equivalent.

5.2.4 Multi-Discipline Team

Assemble a multi-discipline team of individuals whose qualifications and experience are commensurate with the expertise required to accomplish the assigned task.

5.2.5 Compliance

All work shall comply with the requirements of the Water Authority's Construction Management Manual, federal and state laws, professional engineering and industry standards, and other regulations related to the construction of tunnels, structures, pipelines, and appurtenances. Stamp and sign deliverables, as necessary, by a State of California Registered Professional Engineer licensed in the expertise of the deliverables in accordance with the requirements of the California Department of Consumer Affairs, Board of Professional Engineers and Land Surveyors.

5.2.6 Certification

All work requiring certification shall be stamped and signed by the Contractor's project manager, or approved resident engineer or discipline lead with responsible charge.

5.3 Management and Coordination Services

5.3.1 Interaction with Others

Maintain ongoing interaction with the Water Authority, construction contractors, Design Engineer(s), environmental contractor, other Water Authority contractors, county officials and inspectors, regulatory agencies, County of San Diego, City of San Diego, other Water Authority member agencies, local residents, and other agencies and individuals affected by the work.

5.3.2 Information Systems

Establish and maintain information systems compatible with the Water Authority's standard system requirements. The Water Authority's current standards are AutoCAD 2005 (construction drawings), CorelDraw 11 (graphics), MS Office 2000 Pro SP3 including Word, Excel, PowerPoint and Outlook (documents, spreadsheets, presentation materials, and messaging), Primavera Project Planner (P3) (project control cost and scheduling), and Primavera's Expedition and Expedition Express (document control and construction management). The Water Authority's current operating and application system is a Windows based system. Coordinate software versions and operating system with the Water Authority, maintaining current versions as the project progresses through to completion of services. Provide all electronic submittals in conformance with the Water Authority's standard information system requirements at the time when submittals are due.

5.3.3 Office Facilities

Maintain local office facilities prior to mobilization and during the post construction phase for all necessary personnel. Maintain field office from construction contractor supplied trailers after mobilization.

5.3.4 Staffing Plan

Obtain written approval from the Water Authority Construction Administrator for proposed changes to staffing and responsibilities. Develop organizational charts, responsibility matrixes, and list of roles and responsibilities that clearly identify the construction management support structure.

5.3.5 Monthly Invoices and Accounting

- a. **Monthly Invoices:** Provide monthly invoices in a form acceptable to the Water Authority that identify each person's actual labor hours on each project, actual rate of pay, multiplier, supporting detailed invoices for direct and subcontracted costs, detailed cost breakdowns, and written certification by the Contractor's project manager that all charges including subcontractor charges are in conformance with the terms of the professional services contract. Written certification must be in sufficient detail to justify charges.
- b. **Accounting:** The Water Authority has established separate CIP budgets for the Mission Trails Pipeline Tunnel and Vent Demolition project and the Mission Trails Flow Regulatory Structure II project. The Mission Trails Projects may be constructed in several construction contracts, and the Contractor shall invoice separately for each construction contract. The construction contractors may bid on one or more of the project components and shall invoice each contract separately. Prepare an accounting plan to describe billing procedures for the construction contractors. A draft accounting plan describing billing procedures for the construction contractor shall be delivered 15 calendar days from Notice to Proceed.

5.3.6 Document Control System

Establish document control systems and procedures for documenting communications and correspondence similar to the Water Authority's system. Provide examples of all forms modeled after the Water Authority standardized forms that the Contractor and construction contractor shall be required to use to transmit and formalize all requests for information, clarifications, submittals, substitution requests, concrete pour notifications, blasting notifications, radiographic testing requests, and other official project documents.

5.3.7 Filing System

Follow the filing system of the Water Authority.

5.3.8 Meeting and Notice Procedures

Establish meeting schedules, notices, agendas, minutes taking, distribution procedures, reporting procedures, documentation requirements, and timely

acceptance processes in accordance with Water Authority standard practices.

5.3.9 Quality Assurance/Quality Control Plan

Establish procedures for the Quality Assurance/Quality Control Plan for construction management activities. The QA/QC plan shall include provisions for the review of drawings, specifications, technical reports, memoranda, meeting summaries, calculations, and estimates, and may be developed from standards currently implemented by Contractor. Incorporate procedures to ensure reviews by the Water Authority of all project documents, including both print and electronic, are addressed. The QA/QC plan shall be organized into five sections: 1) Organization and Responsibility; 2) Execution and Schedule; 3) Procedural Requirements; 4) Requirements for Subcontractors; and 5) Project Quality Management Audits. These sections shall define requirements and procedures for checking, reviewing, distributing, tracking, and controlling documents for QA/QC. The Contractor shall submit the project specific QA/QC plan to the Water Authority within 30 days of Notice to Proceed. The individuals performing QA/QC reviews shall be clearly indicated in the project organization chart. Deliverables shall contain a statement that the information contained in the submittal has been quality control checked in accordance with the QA/QC plan.

5.3.10 Contract Compliance Plan

Establish contract compliance procedures and control systems in conformance with the Water Authority standards for submittal review, request for information review, change orders, non-compliance resolution, and other contract compliance procedures.

5.3.11 Project Control Plan

Establish project control systems using the critical path method and Gantt format to analyze construction contractor submitted cost and schedule information. Define the status updating procedures and typical report formats. The project control system shall perform trend analysis relative to production rate, shall be updated to reflect the most recent Contractor submittal, and shall show changes in work production, cost and schedule, and provide early detection of potential deficiencies. Recommend remedial action and present to the Water Authority Construction Administrator for written approval and implementation.

5.3.12 Safety Plan

Establish safety and emergency procedures jointly with the construction contractor, the Water Authority Risk Manager, Water Authority Safety Officer, contractors, and others.

5.3.13 Budget Support

Assist the Water Authority with the preparation and monitoring of project budgets, recommending budget adjustments, and updating cash flow projections.

5.3.14 Technical Library

Obtain and maintain specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents, as referenced in the contract documents and as required to perform the work, making such documents available for review by the construction contractor, Water Authority, and other interested parties.

5.4 Preconstruction Services

5.4.1 Familiarity with the Work

Perform a thorough review of project scope, design, environmental, permits, and contract documents to be thoroughly familiar with the project. Meet with the Water Authority, member agencies, Design Engineers, other contractors and construction contractors involved in the project. Be familiar with the contracting plan and with construction contractor interface and coordination requirements. Know and understand site access, staging, logistics, and transportation issues and constraints. Be familiar with permit constraints and requirements related to site construction activities.

5.4.2 Constructability Review

Review the following work products: 50 percent design level (i.e. plans and specifications including the bid schedule) of the Mission Trails Flow Regulating Structure II project and Mission Trails Pipeline Tunnel and Demolition project. Provide written comments related solely to the completeness and adequacy of the documents for bidding and construction

purposes. Place particular emphasis on the adequacy of the documents for constructability, promotion of site safety, avoidance of construction contractor claims and construction cost overruns, meeting environmental compliance, and meeting overall project schedules. Identify ambiguities, conflicts, lack of clarity, and use of unnecessarily restrictive requirements. Review comments shall also address the minimization of interference between all construction contractors working at the site. Provide review comments to the Water Authority in a written report within ten working days, consistent with the design review schedule. Provide review comments electronically in a spreadsheet format specified by the Design Engineers and the Water Authority Construction Administrator. Work products available as reference but not part of the constructability review include: engineering studies; preliminary and final design reports; construction drawings and specifications; and technical memoranda.

5.4.3 Provide Construction Cost Estimate and Schedule

- a. Prepare and submit an independent construction cost estimate within 30 calendar days of the Notice to Proceed and within 30 calendar days of receipt of the Design Engineer's 50 and 90 percent design submittal for each of the Mission Trails Projects.
- b. Provide documentation indicating basis for costs, exclusions, allowances, contingencies, and dates of quotations, assumptions, and any other relevant data. Include a description for each line item of cost and shall provide the quantities, unit costs, man-hours, hourly labor rates and total costs for equipment/material, construction/erection labor, and total cost. Show costs such as engineering/procurement, construction management, start-up testing and project indirect costs shall be shown separately.
- c. Provide worksheets for establishing production rates or source from where production rates are obtained.
- d. The estimate shall have a work breakdown structure based upon the sequence of construction that can be easily converted into a schedule of values for processing monthly contractor's pay requests, and a construction schedule.
- e. Include a Basis of Estimate describing the project scope, pricing basis, allowances, assumptions, and exclusions, cost risks and opportunities, and any deviations from standard practices. The document should also include any pertinent conversations that

have occurred between the estimator and other members of the project team.

- f. Contingency levels shall be consistent with the Association of Advancement of Cost Engineering International recommendations for the level of estimates submitted, namely for 50 percent submittal use 15 percent and for 90 percent submittal use 5 percent. Escalations shall be consistent with the Water Authority's model for these types of projects.
- g. Estimate submittal shall include all summary sheets, worksheets; lists of material; breakdown of labor rates showing base wage rate, fringe benefits, payroll burdens including workman's compensation, and liability insurance; and equipment rates and source.
- h. Prepare and submit construction schedule based upon the construction cost estimate, within five calendar days of completing the cost estimate.

5.4.4 Quality Assurance/Quality Control Plan

Incorporate the QA/QC plan for project construction into construction management methods and implement the plan continuously throughout construction. Provide a responsibility assignment matrix for the project.

5.4.5 Field Office Requirements

Provide a list of the Contractor requirements for office space, furniture, fixtures, equipment, vehicle parking, utilities, and other plant facilities that will be required to successfully conduct Contractor activities at the site. Include the field office requirements for the construction management team during the construction phase. This list will be incorporated into the bid documents as items supplied by the construction contractor. Update the list to include any subsequent revisions to the final design.

5.4.6 Preconstruction Site Survey

Perform a preconstruction site survey of conditions at the project site to clearly depict the pre-existing conditions. This shall include digital photographs and videos, with audio commentary, of the exterior of all structures and plant species located within 100 feet of the construction limits, and along haul and access roads. A survey of the Belsera

Community shall be included due to the proximity to areas where blasting is likely to occur. Confirm the documentation plan and schedule with the Water Authority prior to commencing the work. Complete this survey and prepare a report prior to Notice of Award to the construction contractor. Present and review the report with the construction contractor after Notice to Proceed to the construction contractor.

5.4.7 Bid Phase Assistance

Participate with the Water Authority and Design Engineers in bid phase planning, reviewing, and providing written comments on planning documents and schedules prepared by the Design Engineers. Review and provide written comments on addenda prepared by the Design Engineers and submitted to the Water Authority for review. Attend the pre-bid meetings and bid openings and assist the Water Authority in evaluating the qualifications and responsiveness of the prospective bidders.

5.4.8 Full and Responsible Charge of Project Following Notice of Award

Take full and responsible charge of the construction management of the project immediately following Notice of Award of the first construction contract. Evaluate the adequacy of the construction contractor's personnel, equipment, and methods; monitor and document the progress of the work with respect to approved budget and schedule.

5.4.9 Construction Management Manual and Field Inspection Manual

- a. Adapt the Water Authority's Construction Management Manual to the projects' specific construction management procedures. Submit the draft procedure manual within 30 calendar days following Design Engineers' final design submittal. Issue the final procedure manual incorporating all comments within 15 calendar days of receipt of Water Authority written comments. Perform all services required by the approved Construction Management Manual (See Exhibit D).
- b. Perform inspection in accordance with the Water Authority's Field Inspection Manual (See Exhibit D).

5.4.10 Partnering

Arrange for facilitated partnering sessions during construction. Prepare and submit an agenda to the Water Authority for written approval prior to scheduling the partnering sessions. Recommend facilitators for written

approval by the Water Authority, and provide an independent facilitator, the off-site location, and all necessary elements for an initial two- or three-day session to be held within 30 calendar days of Notice to Proceed for construction. Prepare and provide all material and documents necessary to conduct the partnering sessions, and prepare and provide all deliverables resulting from the partnering sessions. When requested by the Water Authority, schedule a one-day follow-up session. Contractor attendees shall include the project manager and other key project personnel as approved in writing by the Water Authority. Ensure that the construction contractor has an opportunity to provide input to the partnering agenda and input into the choice of facilitator.

5.4.11 Project Construction Management Communication Manual

Prepare a project Construction Management Communication Manual that accurately describes the construction management organization, roles and responsibilities, reporting relationships, communication requirements and construction management procedures using a template provided by the Water Authority. The project Communication Manual will be used as a guide for communication and interaction between the Contractor, Water Authority, and construction contractors. Update the project Communication Manual continuously during the construction phase of the project, distributing revisions to the construction contractors and the Water Authority distribution list. Distribute a draft (ten copies) of the Communication Manual to the Water Authority. Incorporate Water Authority's written comments within 15 calendar days of being received. Distribute a final draft (ten copies) to the Water Authority for written approval. Distribute final copies to the construction contractors (four copies) and Water Authority (ten copies) five calendar days prior to the Preconstruction Meeting and distribute revised sections of the Communication Manual as conditions change or more information becomes available. The Communication Manual shall include, as a minimum, the following items:

- a. Organization: Provide project organization, individual assignments, responsibilities, phone numbers, lines of authority, and methods for interfacing. Groups to be included are: the Water Authority, local agencies, subcontractors, other contractors under contract to the Water Authority, the construction contractor(s), and the public. Prepare an organization chart to show relationships between the parties involved at the site;

- b. Communication Management: Establish document control systems and procedures for documenting communications and correspondence compatible with that of the Water Authority. Establish distribution and/or routing lists for each type of project documentation. Provide examples of all forms that the Contractor and construction contractors shall be required to use to transmit and formalize all RFIs, clarifications, submittals, substitution requests, concrete pour notifications, blasting notifications, radiographic testing requests, and other official project documents;
- c. Meeting and Notice Procedures: Include Meeting and Notice Procedures established under Section 5.0, Part 5.3.8;
- d. Quality Assurance/Quality Control Plan: Include Quality Assurance/Quality Control Plan established under Section 5.0, Part 5.3.9. Provide separate sections for each specification section, for each contract;
- e. Contract Administration: Describe control systems and procedures using Primavera Expedition for performing and documenting submittal reviews, clarifications, RFIs, change orders, claims management, contract closeout activities, and other contract administration procedures;
- f. Safety and Emergency: Describe visitor log, personal protective equipment, safety meetings, site plan, emergency response plan, and emergency notifications; and
- g. Project Control: Describe cost and schedule control and document control systems that match the current Water Authority system, Primavera Project Planner. Define the status updating procedures and include typical report formats. Describe review of logs and project file plan.

5.4.12 Master Submittal List

Review the list of submittals supplied by the Design Engineer and prepare a complete list of the submittal items that shall be required from the construction contractors. Provide the Master Submittal List to the construction contractor at the preconstruction meeting. Coordinate the Master Submittal List with the construction contractor provided schedule of submittals, and distribute to the Water Authority within ten days after

recommended approval of the construction contractor's submittal scheduled by the Contractor.

5.4.13 Preconstruction Meetings

Schedule, notify appropriate parties, and conduct an initial preconstruction meeting with the construction contractor. Prepare and distribute preconstruction meeting minutes to attendees and other parties as indicated by the Water Authority Construction Administrator. The Water Authority Construction Administrator shall review and approve the meeting minutes prior to distribution. Schedule additional preconstruction meetings as necessary to clearly establish procedures and an understanding of the work. Use the Communications Manual as a guide for the preconstruction meetings. The preconstruction meetings shall cover, as a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, requests for clarification, progress payments, change orders, and other pertinent topics. The preconstruction meeting shall be attended by all appropriate parties, including but not limited to all Mission Trails Projects construction contractors, contractor staff, Water Authority staff, other Water Authority contractors, and City of San Diego staff. Provide opportunities to have the construction contractor's questions answered. Collect from the construction contractor the submittal items required to be submitted at the preconstruction meeting. The meetings shall emphasize the Contractor and Water Authority philosophy of partnership and cooperation towards achieving a safely constructed project, built on schedule, within budget, and in accordance with all contract and regulatory requirements.

5.5 Mobilization

5.5.1 Field Office Mobilization

Coordinate the setting up, occupancy and use of the field offices provided by the construction contractor. The construction contractor, per the contract documents, will provide the furniture and office equipment. The Water Authority Construction Administrator may use certain construction contractor and Contractor furnished furniture and supplies. Maintain all furnished office space and equipment in good working condition and promptly inform the construction contractor of all repairs or modifications required. Ensure a safe work environment for the Contractor and Water Authority staff.

5.5.2 Additional Field Office Equipment

Furnish all vehicles, laboratory and field testing equipment, radios, materials, tools, inspection gear, cameras and film, paper, office supplies, and all other items as required, providing suitable work facilities and materials for Contractor and Water Authority staff compatible with Water Authority systems. Coordinate with the Water Authority's Information Systems Department regarding computer and network specifications and compatibility.

5.5.3 Safety Program

Assist the Water Authority with review of the construction contractor's safety manager's resume and the work site-specific safety and health program. Coordinate safety management with the Water Authority, including a review of construction related accident data and preparation of an accident trend analysis. Verify that the construction contractor has established a comprehensive safety program for the project prior to initiation of the work. Coordinate establishment of emergency routes for 911 responses: fire, police, and medical. Obtain concurrence for these routes from the site safety personnel and the construction contractor. Cooperate with the construction contractor safety program. Contractor staff shall comply with California Department of Occupational Safety and Health regulations subchapter 20, Tunnel Safety Orders when entering pipelines for inspection. Provide Contractor staff with all required safety equipment that conforms to safety programs while on the construction job site.

5.5.4 Site Coordination

Review and train Contractor field personnel on site access, traffic control, and other site coordination issues. Coordinate with other construction contractors and others working on or near the project site.

5.5.5 Site Restrictions

Conform to the following requirements:

- a. Due to the hazardous fire conditions at the site, a no smoking restriction has been imposed for all persons working at or visiting the site. A \$1,000 penalty shall be assessed to the Contractor for each violation of this policy. Such penalties shall be deducted from

payments due to the Contractor. In these matters, the Water Authority's judgment will be final.

- b. Alcohol and other controlled substances are strictly forbidden within construction areas under the Contractor's control and shall be grounds for immediate dismissal of the personnel involved. A \$1,000 penalty shall be assessed to the Contractor for each violation of this policy. Such penalties shall be deducted from payments due to the Contractor. In these matters, the Water Authority's judgment will be final.
- c. No dogs shall be allowed at the site. A \$250 penalty shall be assessed to the Contractor for each violation of this policy. Such penalties shall be deducted from payments due to the Contractor. In these matters, the Water Authority's judgment will be final.

5.5.6 Environmental Training

Review and train Contractor field personnel on environmental requirements of the project. Coordinate training with Water Authority staff and environmental contractors.

5.6 Correspondence, Reports, and Other Forms of Communication

5.6.1 Document Standards

Prepare project correspondence and other forms of communication in accordance with Water Authority document standards. Project related telephone conversations are to be committed to writing. E-mail communications are to be printed out and placed in project files. E-mail communication to the construction contractors shall be limited to non-directive, non-decision making issues. Any directive or decision-making communication to the construction contractors shall be committed to written form.

5.6.2 Document Control

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 a log; then promptly distribute to the Water Authority and other applicable parties. File all communication in the project files, in

accordance with the Water Authority filing system and standards. Clearly mark the file number in the lower left corner of the document.

5.6.3 Daily Record

Maintain a daily record of all inspections, reports, and test results from the construction contractor, Contractor, and others. Note in the Daily Record the reports to be received and the date and time actually received.

5.6.4 Tracking Logs

Maintain tracking logs for correspondence, submittals, requests for information, non-compliance, work to be completed, and other tracking logs as requested.

5.6.5 Reader File

Maintain a reader file of documents received or sent within the previous seven calendar day period. Scan or copy documents into a folder for web access or routing.

5.6.6 Security of Documentation

Provide safe retention of all site files and project documents, including weekly off-site backup files. Maintain a secure location for all communication and documentation and provide back-up and recovery plan for electronic documentation.

5.6.7 Board Presentations

Prepare narratives regarding construction activities and progress, conforming to the Water Authority format, for use in reports to the Board. Assist the Water Authority by collecting construction data and preparing audio/visual aids for the Board presentations. Provide high quality digital color slides as required for presentations.

5.7 Site Conditions and Progress Visual Documentation

5.7.1 Construction Contractor's Preconstruction Video

Coordinate and review the construction contractor's videotape of preconstruction site conditions prior to beginning any construction operations to confirm existing conditions within the limits of work, in

adjacent areas and along access and haul roads. Construction contractor's documentation shall clearly depict the pre-existing conditions. Compare construction contractor's preconstruction survey to the surveys performed under Section 5.0, Part 5.4.6, note any discrepancies, and resolve issues. Prepare additional videotape or photographs to document site conditions including but not limited to access road pavement, shoulder, and drainage conditions, as required to supplement the construction contractor's videotape.

5.7.2 Progress and Other Photos

Take construction documentation photographs on a daily basis. Maintain a digital photographic library in accordance with the Water Authority standards of all significant construction activities, including but not limited to: access roads, tunnels, pipelines, structures and relocated utilities. Prepare an Excel spreadsheet of photos with the date, location, and narrative information and maintain hardcopies and original diskettes (in jpeg image format) in three-ring binders labeled on front and spine with project name, specification number, and date range. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Incorporate photographs taken by others into the overall photo documentation record of the project.

5.7.3 Progress and Other Videos

Take and maintain video documentation of the progress of the work on the entire project including adjacent areas. Label video spine and video cover with project name, specification number, description of video content, and date range. Videos may be used in Board presentations and should include significant project events.

5.7.4 Photographic Project Record

Transfer significant project event photographs and other photographs as requested to CD-ROM, organizing into subdirectories in logical sequence by construction month or week. Label each CD and maintain two copies. Place one copy in project files and give one to Water Authority Construction Administrator.

5.8 Meetings

5.8.1 Weekly Construction Progress Meetings

Schedule and conduct weekly construction progress meetings with the construction contractor and the Water Authority. Provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, status of change orders, submittals and RFI, safety issues, OSHA visits and citations and any other relevant topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings in a form acceptable to the Water Authority and include identified action items along with responsible party and firm deadline. Review the minutes and action items with the Water Authority Construction Administrator prior to issuing to 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 two working days of the meeting.

5.8.2 Monthly Project Report Meeting

Meet with the Water Authority monthly to discuss the Contractor's monthly project report. Meetings shall be documented and action items identified for the Water Authority.

5.8.3 Contractor Team Coordination Meetings

Conduct construction management 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 construction management team members. Construction management team members may include Water Authority and Contractor staff, as well as other contractors involved with the project.

5.8.4 Other Meetings

Attend other construction-related meetings as requested by the Water Authority.

5.9 Shop Drawings and Submittal Reviews

5.9.1 Master Submittal List

Coordinate the submittals with the project's Master Submittal List developed by the Design Engineers, construction contractors, or others. Review the Master Submittal List with the construction contractor and develop a schedule for the delivery of the submittal items, ensuring that submittals shall be delivered in a timely manner and that there will be no delay in construction due to a late submittal.

5.9.2 Submittal Reviews

Review each submittal received from the construction contractor for conformance with the contract documents' requirements and specifications. Immediately distribute copies to appropriate reviewers. Incorporate independent reviewer's comments with Contractor comments and return to the construction contractor within 15 calendar days of receipt of the submittal. Make comments in accordance with the Water Authority's Standard Specification Section 01300, Contractor Submittals. Each submittal shall be stamped and signed by the project manager or approved resident engineer or discipline lead with responsible charge. Coordinate required reviews of submittals with the Design Engineers, Water Authority personnel, and member agencies. Coordinate the review of electrical and instrumentation submittals with the Water Authority's Operations and Maintenance Department, Technical Services Group. Coordinate review of corrosion protection systems with the Water Authority's Corrosion Engineer and Contractor's work described in Section 5.0, Part 5.22. Coordinate review of materials, aggregate, concrete, and associated geotechnical and construction materials with Contractor's work described in Section 5.0, Part 5.23. Distribute submittals to appropriate reviewers with dated transmittal letters. Coordinate and incorporate multiple comments from different disciplines, Design Engineers, Water Authority Departments, and other reviewers into one written comment letter to the construction contractors.

5.9.3 Schedule Reviews

Review schedules presented in accordance with the Water Authority's Standard Specifications Section 01310, Progress Schedules, or as revised in the contract documents. Comments to construction contractors regarding schedules should include interpretations as to whether too many or too few resources will be available for an activity.

5.9.4 Submittal Log and Status of Submittals

Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the construction contractors. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals or reviews. Review with the construction contractor the status of submittals at the weekly construction progress meeting.

5.9.5 Field Copies and Originals

Forward one set of all reviewed and stamped submittals to the Water Authority's Engineering Department construction administrator. Maintain a field office set of submittals for use by field personnel.

5.10 Plan and Specification Interpretation and Control

5.10.1 Inspection of the Work

Inspect construction activities to ensure that the work is in accordance with the contract documents and regulatory agencies.

5.10.2 Requests for Information

Maintain the RFI log. Review and respond to construction contractor RFIs. Make every effort to review and provide appropriate response to RFIs prior to involving the Design Engineers. Distribute RFIs to appropriate staff and coordinate timely response. Upon written approval by the Water Authority, the Design Engineers shall be available to review the RFIs related to the design. Meet with the construction contractor to discuss complex RFIs before responding. Review answers and prepare formal response to construction contractor within five calendar days of receipt of response. Respond in writing to construction contractor questions from a reasonable review of the drawings and specifications for clarification items. Establish a procedure, with Water Authority written approval, for disputed items and follow the approved procedure.

5.10.3 Requests for Changes in Design

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 and Design Engineer.

Revisions in design may take the form of value engineering and may require extensive research, evaluation, and recommendation from the Contractor.

5.10.4 Value Engineering Proposals

Assist in evaluation of Value Engineering proposals submitted by construction contractor(s). Provide written recommendations, as required.

5.10.5 Field Orders

Initiate and review field orders when a minor 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 documents. If required, prepare a change order within 14 calendar days of mutual agreement with construction contractor on pricing and conditions.

5.10.6 Substitution Requests

Coordinate evaluation of “or-equal” or substitution requests with the Design Engineers and Water Authority staff. Prepare evaluations and recommendations per Water Authority’s General Conditions and Standard Specifications (See Exhibit D). Evaluate substitution requests with respect to the schedule, including consideration of review time, in-plant inspection, and the approval process. “Or-Equal” or substitution requests may require extensive research evaluation, in-plant inspection, and recommendation from the Contractor.

5.10.7 Survey Control

Perform construction survey control per the Water Authority Standard Specification Section 01050, Survey Control. Spot check the accuracy of construction contractor surveys for construction staking, elevations, reference marks, grade stakes, alignment stakes, monuments, existing utility crossings, etc. Preserve existing property line and corner survey monuments at the site. Immediately following clearing and grubbing, perform representative cross-sections of the site. Establish final survey requirements at the completion of the design.

5.10.8 Materials Evaluation and Placement Inspection Documents

Document field earthwork activities and materials evaluation, which shall include the following:

- a. Information on the materials used for the project shall include subgrade soil, imported soil, aggregates, and asphalt concrete. The source of such information shall include geologists and engineers' field notes, field test data, laboratory tests data, and construction contractor's materials specification submittals.
- b. Information on construction contractor's earthwork operations shall include excavating, tunneling, placement, and compaction activities. The soil technicians, geologists, or engineers inspecting the earthwork and construction activities shall collect the information. Record all information on record drawings.

5.10.9 Record Drawings and Specifications

Provide the Water Authority with a set of Project record drawings and specifications with redline markups by the construction contractor that accurately illustrate constructed facilities at the end of construction. Continually update the plans and specifications as work progresses. Incorporate modifications and changes from all sources such as submittals, RFI, VE, field orders, extra work, change orders, and Water Authority specified changes. Compare the record drawing redlines and specifications with the construction contractor record drawings and specifications monthly and update as required. Record drawings and specifications are a requirement for approval of the monthly progress payment.

5.11 Construction Management Administration and Staffing

5.11.1 Daily Management

Oversee, perform, and coordinate construction management daily activities. 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 reports and identify and resolve nonconforming items; compare construction contractors' original scheduled production rate with actual production rate; record daily tunnel advancement rates; 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 as-built drawings periodically and concurrently with construction contractor progress payments; prepare project punch lists, and all other duties related to construction management as requested by the Water Authority Construction Administrator.

5.11.2 Resolution of Day-to-Day Construction Issues

Lead resolution of day-to-day construction issues raised. Coordinate regularly with the Water Authority, Design Engineers, and construction contractor on technical issues and concerns, as well as interpretation of the design documents. Interface with the Design Engineers for resolution of technical issues, processing of change order requests or design changes to accommodate actual conditions encountered in the field.

5.11.3 Critical Action Item Report

Maintain a Critical Action Item Report covering all project participants and identifying actions required to avoid project impacts or issues, target dates for accomplishment, responsible parties, and dates that critical action items were resolved. Include Critical Action Item Report in monthly progress report. Assist Water Authority in preparation of monthly reports.

5.12 Public Relations Services

5.12.1 Coordination

Coordinate with and provide project information to the Water Authority's Public Affairs Department and/or contractor retained for public relations services.

5.12.2 Resident Inquiries

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.

5.12.3 Notices to the Public

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 and the Water Authority. Notices shall also include a contact name and number. The Water Authority Construction Administrator and Public Affairs Department will review such notices and approve in writing the distribution list prior to mailing or delivery.

5.12.4 Public Meetings

Attend public meetings or other meetings as requested. Prepare remarks and presentations for meetings as requested.

5.12.5 Public and Board Tours

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.

5.12.6 Media Activity

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 including an understanding about who is authorized to talk to the media.

5.13 Environmental Control

5.13.1 Coordination

Comply with the Water Authority's environmental/permitting program for the project. Coordinate project activities with Water Authority's environmental support contractor and the Water Authority's Construction Administrator to ensure the construction contractors comply with all required environmental permitting, including but not limited to the National Pollutant Discharge Elimination System and the General Permit for Storm Water Discharges Associated with Construction Activity.

Coordinate project activities with Water Authority's environmental support contractor and the Water Authority's Construction Administrator. Provide project information to the Water Authority's environmental support contractor as required. Refer environmental/permitting issues immediately to the Water Authority. Assist the Water Authority and its contractors with resolution of these issues as needed. Attend meetings with regulatory agencies as requested. Provide support, as needed, for obtaining any permits or variances that may be required from the County of San Diego or other entity including, but not limited, to noise variances.

5.13.2 Compliance and Mitigation

Coordinate and monitor environmental compliance and mitigation and Storm Water Pollution Prevention Plan implementation by the construction contractor.

5.13.3 Environmental Training

Attend environmental training sessions at the project site. Coordinate attendance of all on-site personnel for the pre-construction and subsequent environmental training program. Coordinate environmental training attendance of the construction contractors' new workers as part of each worker's initiation training.

5.14 Progress Payments

5.14.1 Monthly Review

Conduct monthly schedule and progress payment meetings with the construction contractors. Work with construction contractors to have pay requests ready for Water Authority Construction Administrator signature by the first day of each month. Coordinate the review of the construction contractor's monthly progress payment requests with 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 record drawings at this meeting.

5.15 Change Order Management

5.15.1 Identify and Track Changes

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.

5.15.2 Requests for Cost Proposals

Request cost proposals from the construction contractor for extra work and negotiate an equitable cost.

5.15.3 Justification of Extra Work or Change

Prepare written justification and cost estimates for each extra work or change item and submit to Water Authority for approval before negotiating with construction contractor. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives, resolution recommendation for action by the Water Authority, budget status, contingency availability and signator level in accordance with the Water Authority's Administrative Code. Submit change orders in the Water Authority's format to the Water Authority for approval within seven working days of the finalization of negotiations.

5.16 Claims Management

5.16.1 Identify and Track Claims

Identify, prepare, log, and monitor all construction contractor potential claims separately. Create clear distinct files on each potential claim. Report all verbal and written claims immediately to the Water Authority Construction Administrator. Coordinate claims with the Water Authority Construction Administrator.

5.16.2 Resolution Alternative

Prepare written explanation of each claim with full background of issues, proposed resolution alternatives and resolution recommendation for action.

5.16.3 Negotiate and Resolve Claims

Assist and support the Water Authority in resolving claims and disputes, including written responses to construction contractor and private parties, giving depositions, assisting with dispute resolution, arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by construction contractor default. Negotiate all claims to an agreed construction contractor/Contractor/Water Authority conclusion.

5.16.4 Private Party Claims

Investigate claims for damages by private parties and respond in writing within two working days of receipt of the claim. Coordinate the written response with the Water Authority Construction Administrator.

5.17 Construction Management Reports

5.17.1 Monthly Report

Prepare and submit to the Water Authority a minimum of five copies of a monthly project report for each construction contract at the Contractor's monthly progress meeting or no later than the fifth of each month during construction. Include the following:

- a. Summary of the prior month's main accomplishments and current construction activities in sufficient detail to justify the invoice for that month;
- b. Overall construction contractor conformance to contract schedule and quality requirements, including a summary of the critical path activities;
- c. Summary of original construction contractors' schedule production rates to actual construction contractors' production rates;
- d. Statement of the earned value to date of the project for each active construction contract and for the Contractor team. Include projections for the following three months;
- e. Identification of key problems, action items, and issues with recommendation for solutions. Summarize resolution of issues;

- f. Summary of progress payments, change orders, disputes, submittals, RFIs, and Notices of Noncompliance;
- g. Minutes of construction contractor progress meetings;
- h. Critical Action Item Report;
- i. Summary of Occupational Safety & Health Administration and other regulatory agencies visits and issues;
- j. Changes and updates to the Communications Manual;
- k. Photographs of representative project activities including aerial photos;
- l. Mark-ups of the Water Authority's overall project schedule reflecting updates from the construction contractor's schedule;
- m. Summary of public affairs activities at the site – including public meetings, summary of site tours (number of tours and number of people), and public affairs issues;
- n. Safety trend analysis, developed in association with Risk Manager;
- o. Cost of contract, summarizing planned costs versus actual costs;
- p. Identification of future out-of-scope work that may need to be performed; and

5.18 Operations and Maintenance Manuals and Warranty Expiration

5.18.1 Operations and Maintenance Manuals

Coordinate the assimilation of Operation and Maintenance Manuals for each facility as provided by the Design Engineers and construction contractor in hardcopy and electronic formats. Verify that the number and content of the manuals is complete and accurately reflects the work as installed. Organize the material into presentation binders in quantity and form acceptable to the Water Authority's O&M Department. Each O&M Manual shall include, but not be limited to, drain and fill procedures; operations procedures; maintenance schedule, including materials and labor required; skill set to perform the work, materials and equipment with

serial numbers; recommended inventory to be kept on hand with a list of suppliers and their telephone numbers; complete parts lists; assembly instructions; list of special equipment requirements and precautions; and reduced record drawings of the facility.

5.18.2 Warranty Expiration Record

Prepare a Major Equipment Warranty Expiration Record spreadsheet for each valve and motorized valve operator and instrumentation and controls equipment, which shall include Product Name, Manufacturer, Serial Numbers, Warranty Period, and Warranty Expiration Date. Provide the spreadsheet in electronic format acceptable to the Water Authority Construction Administrator.

5.19 Startup, Closeout, and Acceptance Services

5.19.1 Pre-Operational Testing Plan

Review and comment on the construction contractor provided pre-operational testing plan and obtain written approval from the Water Authority for the plan. Coordinate the testing of the equipment and facilities with the Water Authority's O&M Department, and assist Water Authority personnel, as required, during the startup phase.

5.19.2 Punch List

Prepare detailed project punchlists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the Water Authority, City of San Diego, and other parties, and provide certification of construction contractor's compliance on work items specifically requested by the Water Authority. Verify that work, testing, cleanup, and construction contractor demobilization are complete.

5.19.3 Operator Training

Coordinate operator training in the use of any specialty equipment and of the facilities as a whole. Schedule training with Water Authority staff and other parties 30 calendar days in advance of startup of the facilities or equipment.

5.19.4 Electrical and Instrumentation Start-Up

Coordinate the installation, inspection, and testing of all electrical and instrumentation equipment with the Water Authority's O&M Department, Technical Services Group and other parties. Confirm construction contractors' performance of electrical/instrumentation system checks to confirm system is in compliance with requirements of the contract documents. Coordinate electrical system equipment start-up and training sessions with construction contractors and supplier representatives.

5.19.5 Major Equipment Start-Up

Coordinate the installation, inspection, and testing of major equipment with the Water Authority, Design Engineers, and other parties. Coordinate field testing of major equipment under operating conditions to demonstrate efficiency, performance, and full compliance with the contract documents, as required.

5.19.6 Final Walk-Through

Schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the affected Water Authority departments, City of San Diego, and other staff as directed by the Water Authority Construction Administrator. Include an inspection of the completed tunnel. Submit ten copies of a report to document the walk-through and project review.

5.19.7 Project Review

Perform a detailed review of the project with all affected Water Authority departments. Submit ten copies of a report to document the results of this review.

5.19.8 Final Change Orders

Prepare final change orders as required. Classify and summarize the change orders and include in the Final Construction Summary Report.

5.19.9 Certify Compliance

Provide certification of construction contractor compliance on work items specifically requested by the Water Authority and verify that all work, testing, cleanup, and demobilization are complete.

5.19.10 Recommend Acceptance

Recommend acceptance of the work in writing in preparation for issuance of the substantial completion letter, recommendation to the Board, Notice of Completion, and the Water Authority's Internal Notice of Completion.

5.19.11 Closing Out Contracts

Take the lead in negotiating and closing out construction contracts. Prepare the memorandum to the Board recommending acceptance of the project and the Notice of Completion and submit to the Water Authority Construction Administrator for review 45 days prior to Board action.

5.20 Post Construction

5.20.1 Internal Notice of Completion

Prepare an Internal Notice of Completion addressed to the Water Authority's O&M Department.

5.20.2 O&M Materials

Deliver to the Construction Administrator the O&M Manuals; the Major Equipment Warranty Expiration Record spreadsheet compiled, reviewed, and approved in writing by the Water Authority's O&M Department; and any spare parts, equipment, and maintenance materials upon acceptance of the project by the Board.

5.20.3 Record Drawings Certification

Review and certify that the construction contractor's project record drawings are complete and accurate. Record drawings shall be stamped and signed by the Contractor's project manager, or approved discipline lead with responsible charge.

5.20.4 Demobilization of Field Offices

Promptly remove all furnished materials and furniture at the end of the construction contract. Provide local office facilities to perform administrative project close out duties once the field offices have been demobilized including preparation of final record drawings.

5.20.5 Final Payment

Track stop notices until releases are obtained from all outstanding stop notices. Then 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 and obtain a Conditional Waiver of Lien from the construction contractor prior to recommending final payment.

5.20.6 Dedication Ceremony

Assist the Water Authority's Public Affairs Department to organize and conduct a dedication ceremony at the end of construction, as requested by the Water Authority. Coordinate with and provide information to the Water Authority and construction contractors regarding this event. Assist in conducting a site tour at the dedication ceremony for Water Authority and contractor staff, the public, member agencies, Water Authority's Board of Directors, City Council Members, County Supervisors, and others as necessary. Coordinate site safety at the project site during the dedication ceremony.

5.20.7 Well Documentation

Prepare a summary report of existing wells that may be impacted by the project including pre-construction conditions, during construction conditions, and post-construction conditions. Well documentation includes identifying location, condition, water levels, production rates, and water quality of all water supply wells that could be influenced by the construction of the projects. Coordinate with the Water Authority and landowners any claims submitted.

5.20.8 Final Construction Summary Report

Prepare a final construction summary report for the project and submit no later than 60 calendar days following the filing of the Notice of Completion or resolution of outstanding construction issues. Include the following items as a minimum:

- a. Summary of the project history and overview of the contracts;

- b. Summary of agreements made by Water Authority with agencies, utility companies, landowners, and private entities during the construction of the project;
- c. Issues encountered and resolutions reached;
- d. Summary of major changes (including costs), reasons for the changes and what steps could have been taken to prevent the changes;
- e. Summary of changes recommended to the Water Authority's Standards including but not limited to General Conditions, Standard Specification, Standard Drawings, and Construction Management Manual;
- f. Summary of preliminary and final project costs and cash flows by contracts;
- g. Analysis of actual versus planned schedule performance, including production rates, and impacts on the overall budget;
- h. Time-lapse photographs and/or videos depicting construction work in progress; and
- i. Discussion of lessons learned and recommendations for alleviating design, construction management, and construction problems experienced on this project.

5.20.9 Final Documentation Delivery, Paper and Electronic

Furnish all original project documents and final project reports to the Water Authority within 60 calendar days following filing of the Notice of Completion. Deliver project documents to the Water Authority in form and fashion acceptable to the Water Authority. Deliver the original project documents to the Construction Administrator in storage boxes with all documents labeled with Water Authority file numbers and securely fastened in Water Authority standard file folders. Place files in boxes by sequential file number. Prepare a sheet for each box listing the contents. Deliver the electronic files - Expedition database, if used - and related program files and documents created during the project on CD-ROM (two copies) labeled with the project name.

5.21 Quality Assurance Inspection Services

5.21.1 Inspection of the Work

Provide full time technical inspection by inspectors approved by the Water Authority at the primary job site location or place of manufacture to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Inspect construction activities, which are identified in the contract documents to be performed at night, weekends, and/or holidays. Coordinate and schedule inspections to be performed by sub-consultants. Coordinate and schedule Water Authority inspections for electrical, instrumentation and controls, and cathodic protection work.

5.21.2 Daily Reports

Prepare daily reports of the construction activities including weather conditions, underground conditions, construction contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for the delays, and deficiencies. Daily reports shall be filed in the project files within 24 hours of the report date. Prepare daily reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements.

5.21.3 Revisions to Construction Contractor's Methods

Discuss appropriate revisions to the methods and procedures used in performing the work; however, the inspectors may not authorize extra work or approve of work that deviates from the contract documents.

5.21.4 Deviations in the Work

Advise the construction contractor of deviations in the work and document any deviations. Immediately record deviations that are not corrected and deliver to the construction contractor a Notice of Non-Compliance. Perform necessary follow-up to resolve Notices of Non-Compliance.

5.21.5 Aqueduct Shutdowns

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 for a November through April time 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.

5.22 Corrosion Control and Cathodic Protection Inspection Services

5.22.1 Inspection Services and Requirements

Provide corrosion control inspection, testing, submittal review, and RFI or modification services to provide quality assurance during the installation and start-up of corrosion control and cathodic protection systems. These shall include but are not limited to field and laboratory inspection of materials, rectifier units, deep anode well electrical resistance logs, deep anode coke pumping resistance monitoring tests, anode wire connection resistance tests, open circuit potentials of galvanic anodes, native pipe-to-soil potentials, anode current outputs, condition of insulating joints, pipeline electrical isolation monitoring, continuity testing of piping and test leads, test lead weld connections, permanent reference electrodes, corrosion monitoring test stations, pipe coatings, soil sampling, and Global Positioning Satellite positions of all corrosion control components. Work shall be performed either by: 1) NACE International certified Cathodic Protection Technician (NACE Level 3) working under the direct supervision of a NACE certified Cathodic Protection Specialist (NACE Level 4) or a licensed professional Corrosion Engineer with five years of experience testing and troubleshooting cathodic protection systems, or 2) a NACE certified Cathodic Protection Specialist (NACE Level 4) or licensed professional Corrosion Engineer with five years of experience testing and troubleshooting cathodic protection systems. The Water Authority may witness all field inspections and testing of insulating flanges and the drilling of deep anode wells. The Water Authority shall be given a minimum of five-calendar days notice prior to inspection and testing of items included in the final Inspection and Testing Plan. All testing and acceptance shall be in accordance with latest standards of NACE, including but not limited to RP0169 "Control of External Corrosion on Underground or Submerged Metallic Piping Systems," NACE RP0286 "Electrical Isolation of Cathodically Protected Pipelines," and NACE RP0572 "Recommended Practice for Design, Installation, Operation, and Maintenance of Impressed Current Deep Groundbeds."

5.22.2 Preliminary Inspection and Testing Plan

Submit a preliminary corrosion control and cathodic protection inspection and testing plan to the Water Authority for review and comment prior to beginning inspection and testing. Submit a final plan of inspection and testing within 14 calendar days of receipt of Water Authority written comments.

5.22.3 Submittal Reviews

Review and process construction contractor submittals for corrosion control and cathodic protection materials. Recommend appropriate changes for acceptance. Coordinate with overall submittal review and processing.

5.22.4 RFI Reviews

Review and make recommendations for construction contractor RFI or modification of the specifications such as anode placement, backfill material, and clarifications.

5.22.5 Materials Inspection

Witness and monitor construction contractor's materials inspection prior to installation. Document, permanently mark, and remove from the job site any material unsuitable for use.

5.22.6 Recording Work Sequences

Record all major work sequences with color photographs. Photographs shall be 3-inch by 5-inch, clearly labeled on the back as to subject, date, inspector, and placed in a three ring binder along with negatives. Photographs shall also be placed on compact disk (CD) in JPEG format and organized in a form acceptable to the Water Authority.

5.22.7 Written Reports

Provide written inspection and testing reports including conclusions drawn and recommendations about quality within two calendar days of inspection or testing.

5.22.8 Post Installation Testing

Perform post installation testing of all cathodic protection equipment and any related corrosion control materials once the installation is complete. Provide a minimum of five-calendar days notice to the Water Authority's corrosion engineer prior to inspection and testing. Submit five copies of the preliminary report to the Water Authority within 14 calendar days of post installation testing. The report shall certify that all of the materials and installations meet the project's specification requirements. The report shall also include Global Positioning System locations and redlined drawings of corrosion control related items, material submittals, all test data, analysis, conclusions, and recommendations.

5.22.9 Final Report and Certification

Provide a final corrosion control and cathodic protection report. Once the Water Authority has reviewed the Post Installation Testing report and forwarded written comments, provide seven copies of the final corrosion control and cathodic protection report, incorporating comments and requested changes. The final report is to be sealed by a NACE certified Cathodic Protection Specialist or licensed professional Corrosion Engineer in California and shall be provided within 14 calendar days of receipt of the Water Authority's draft comments. The report shall certify that all of the materials and installation meet the project's specification requirements. The report shall also include, but is not limited to, all project test data recorded by field and laboratory inspection of materials, rectifier units, deep anode well resistance logs, open circuit potentials of galvanic anodes, native pipe-to-soil potentials, anode current outputs, condition of insulating joints, continuity testing of piping and test leads, test lead weld connections, permanent reference electrodes, corrosion monitoring test stations, pipe coatings, soil sampling, GPS positions of all corrosion control components, material submittals, analysis, conclusions, and recommendations.

5.23 Geotechnical Engineering and Material Testing Services

5.23.1 General Requirements

Perform sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the American Society for Testing and Materials. The standards shall be applicable to the class and nature of the articles or materials under review unless otherwise stipulated in the project specifications, or authorized in writing by the

Water Authority. Provide written inspection and testing reports including conclusions drawn about quality. Do not use nuclear density and moisture gauges for backfill evaluation. Provide observation and testing of grading operations, including soils compaction testing and laboratory soils testing.

5.23.2 Submittal Reviews

Review and process submittals for materials, aggregate, concrete, and associated geotechnical and construction materials. Review and process construction contractors' submittals regarding operations, including shop drawings, trench bedding and support, material submittal, pipe backfill materials, aggregate, associated geotechnical and construction materials and site restoration plans. Recommend appropriate changes for acceptance. Coordinate with overall submittal review and processing.

5.23.3 Excavation System Review

Review excavation system protection plans for trench and structures submittals and provide written recommendations regarding the construction contractors' application of the plans throughout construction operations.

5.23.4 Plant and Field Inspection of Materials

Conduct required plant and field inspection and testing to provide quality assurance for structural concrete, aggregate, reinforcing steel, masonry, asphalt, and associated construction materials. Perform sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the ASTM.

5.23.5 Request for Information Reviews

Review and make recommendations for construction contractor RFI or modification of the specifications including backfill material, placement, and compaction requirements. Evaluations shall be stamped and signed by a Registered Professional Geologist or Engineer in the State of California.

5.23.6 Final Geotechnical Report

Provide project documentation of material evaluations and placement inspections. Provide a final geotechnical report that shall include a written certification that the geotechnical work complies with the contract

documents. A Registered Professional Engineer or Geologist in the State of California, as appropriate, shall sign and stamp the geotechnical report.

5.24 Welding Inspection

5.24.1 General Requirements

Provide welding inspection and ultrasonic and radiographic testing as required by the QA/QC plan. Provide 100 percent visual weld examination of all lap-welded field joints that are welded in-place. Provide 100 percent visual and ultrasonic or radiographic (when accessible) inspection weld examination for butt-welded field joints that are welded in-place. Provide 100 percent visual and radiographic weld examination through pipelines of butt-welded field joints. Provide periodic ultrasonic weld examination of other butt-welded or lap-welded joints as requested by the Water Authority. All butt-welded joints to be radiographed, shall be examined in accordance with AWS D1.1:2002, Chapter 6 and applicable Annexes.

5.24.2 Weld Examination Personnel

- a. Personnel performing nondestructive testing (NDT) other than visual shall be qualified in accordance with the current edition of the 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 may maintain applicable records in accordance with AWS D1.1:2002, Chapter 6 with applicable Annexes.
- b. Provide personnel familiar with AWS D1.1:2002, Chapter 6 testing procedures.

5.24.3 Field Weld Tested Joint Logs and Final Report

- a. Prepare logs and final report of field weld tested joints for each project.

5.25 On-Site Sampling of Materials

5.25.1 Sample on-site and imported materials for compliance with the contract documents for use as backfill materials.

- 5.25.2 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.
- 5.25.3 Perform maximum density tests and optimum moisture content tests on materials to be used as backfill. Test backfill materials for gradation, resistivity, chloride concentration, sand equivalence, etc.
- 5.25.4 Perform compressive strength tests on Portland cement concrete, grout, and masonry prisms.
- 5.25.5 Perform density, oil content, and aggregate gradations on asphalt.
- 5.25.6 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.
- 5.25.7 Provide project documentation of all inspections, including daily reports and photographs. Provide a review of the construction contractor's material deliveries and daily progress logs. All site visits are to be properly documented. Inspection and site visit reports shall be transmitted within two working days to the Water Authority Construction Administrator.
- 5.25.8 Upon prior written authorization of the Water Authority, prepare a final report at the completion of construction certifying that construction materials comply with the 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 review comments. A Professional Engineer or an Engineering Geologist, registered in the State of California, as appropriate, shall sign and stamp each of the final reports.

5.26 Tunnel and Shaft Inspection

5.26.1 Tunnel and Shaft Inspection Services

Provide tunnel and shaft inspection services, including review of submittals, shaft excavation inspection and support, tunnel excavation and initial support, installation of pipe in tunnels and shafts, concrete backfill and grouting, and safety provisions. A Registered Professional Civil or

Geotechnical Engineer and/or Registered Professional Geologist in the State of California, as appropriate, shall sign and stamp the reports.

5.26.2 Quality Assurance Inspection and Monitoring

Provide quality assurance inspection of the tunnel and shaft excavation and initial support, jacking and/or tunneling method, primary support system, groundwater control, grouting activities, pipe installation, welding, concrete backfill, and grouting. Monitor dewatering, blasting operations, and interpret blasting data. Map and document geology of tunnel and shaft excavations as the excavation advances for claims avoidance purposes. Provide recommendations for resolution of site conditions found to be different than those identified in contract documents.

5.26.3 Monitoring of Contractor(s)' Safety Plan

Provide monitoring of the contractor(s)' safety plan on a daily basis during tunnel excavation and support, installation of the carrier pipe, installation of lining and associated appurtenances.

5.26.4 Daily Reports

Document on a daily basis, the equipment, manpower, materials, and progress achieved on each major portion of the work, i.e., shaft or portal development, excavation and initial support, pipe installation, concrete backfill, blasting, tunnel support utilities installation, contact grouting, and portal restoration for each tunnel.

5.26.5 Daily Time Utilization Chart

Prepare on a daily basis a time utilization chart documenting the start and end time for each activity in the tunnel or shaft including but not limited to tunnel excavation, installation of primary support, installation of support utilities, grouting activities, mechanical delays, geologic mapping, groundwater control activities, survey and inspection downtime.

5.26.6 Quality Assurance of Construction Contractor(s)' Operations

Provide quality assurance of the construction contractor(s)' operations. Review contractor(s)' adherence to provisions of required permits. Provide separate written reports for each location, certifying operations

regarding pipeline excavation and tunneling operations comply with the contract documents and permit requirements.

5.26.7 Certification of Tunnels and Shafts at Completion

Upon completion of the work, provide a report, which shall include a written certification that, the tunnels and shafts meet contract requirements.

5.27 Traffic Control Monitoring

5.27.1 General Requirements

Perform traffic control monitoring and inspection of the construction contractor's traffic control for the project. Monitor traffic control for compliance with traffic control plans, and advise the construction contractor of deviations in the work and document any deviations. Discuss appropriate revisions to the methods and procedures using in performing traffic control; however, Contractor may not authorize extra work or approve of work that deviates from the contract documents. Prepare daily reports of traffic control measures. Immediately record deviations that are not corrected and deliver a Notice of Non-Compliance to the construction contractors. Perform necessary follow-up to resolve Notice of Non-Compliance.

5.28 Extended Services

5.28.1 Site Security

Monitor and enforce all requirements and provisions in the construction contract pertaining to construction site security.

5.28.2 Extended Services

Provide other miscellaneous specialty services as required during construction. Miscellaneous specialty services which may be required include, but are not limited to: review and provide written comments on the Design Engineer's 90 percent and final design estimate submittals within 21 calendar days of receipt; mechanical, electrical, structural, geotechnical, corrosion, and civil supplemental engineering design; bid report with recommendations for award; supplemental environmental monitoring; graphics, video, and rendering services; in plant inspections; witness and evaluation of instrumentation, controls, fiber optic cable, and

dielectric coating testing; traffic control permits; supplemental services associated with well monitoring; and noise and air quality monitoring services.

6.0 SPECIAL CONSIDERATIONS

6.1 Schedules

6.1.1 General

The Contractor is to provide as part of its proposal, a proposed schedule that shows the level of effort anticipated to complete the work. Schedule staff in a manner that will provide the necessary services during the field, in-plant fabrication, and testing work for the above-referenced projects. It is anticipated that the construction contractor may need to work 24 hours a day, seven days a week during key tie-ins between contracts and construction of certain facilities. The pipe manufacturer may elect to work multiple shifts to meet project schedule. Estimated construction schedules for the Mission Trails Projects are detailed below. Dates may be revised following submission of the construction contractor's construction and fabrication schedules.

6.1.2 Mission Trails Projects

The proposed project schedules are as follows:

Mission Trails Flow Regulatory Structure

Complete Design	April 11, 2007
Advertise for Bids	May 15, 2007
Start Construction	August 20, 2007
Complete Construction	June 25, 2009

Mission Trails Pipeline Tunnel and Vent Demolition

Complete Design	April 11, 2007
Advertise for Bids	May 15, 2007
Start Construction	August 20, 2007
Complete Construction	October 25, 2009

6.2 Water Authority Furnished Services

6.2.1 Water Authority Furnished Services

The Water Authority will furnish copies of project drawings, specifications, reports, permits, contracts, and related materials needed to manage the construction contracts. Materials provided by the Water Authority shall be returned upon the completion of the services. If the Contractor wishes to retain copies of any Water Authority furnished materials, the Contractor may duplicate those materials at their expense upon written approval from the Water Authority.

6.3 Disclosure of Contracts

6.3.1 Disclosure of Contracts

The Contractor and subcontractors shall disclose their current service contracts and future contracts expected to be entered into in the next three months with the Water Authority or the City of San Diego. If the Contractor and subcontractors do not have any current and future contracts with the Water Authority or City of San Diego, the Contractor shall so state in the Proposal.

6.3.2 The Contractor shall submit a list, which shows all prime contracts and/or amendments, awarded to the Contractor by the Water Authority and the City of San Diego in the last three 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 previous Water Authority and City of San Diego contracts 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 or City of San Diego in the last three years, the Contractor so shall state in the proposal.

7.0 PROPOSAL REQUIREMENTS

7.1 General

7.1.1 At the Contractor's option, the proposal may include a detailed breakdown and explanation of proposed project tasks that differ from tasks listed in this RFP. The written proposal shall include, at a minimum, a detailed scope of work including a discussion of the Contractor's approach to the project and a breakdown, explanation of project tasks, a proposed project

schedule, an estimation of labor hours for individual tasks and subtasks by prime and subcontractor(s), and documentation of the prime and subcontractor(s) qualifications for the scope of work.

- 7.1.2 An estimate of labor hours with cost shall be provided as a separate document.

7.2 Proposal Content

7.2.1 Contents and Order

The main body of each proposal shall not exceed 40 pages. The main body shall consist of Section 8.0, Parts 8.2.1.1 through 8.2.1.12 with the exception of Part 8.2.1.9, Resumes of Key Staff, and Part 8.2.1.12, Task and Labor Hours Estimate. The proposal shall be ordered as follows with the exception of Section 8.0, Parts 8.2.1.9 and 8.2.1.12, which shall be included as appendices.

7.2.1.1 Executive Summary

One- to two-page overview of the entire Proposal describing the highlights of the Proposal.

7.2.1.2 Identification of Contractor

Identification of the Contractor as follows:

- a. Legal name and address of company;
- b. Name and address of principal place of business.
- c. Legal status of Contractor (sole proprietorship, partnership, corporation, joint venture, etc.). 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.
- d. Name, title, address, and telephone number of duly authorized signatory for the Contractor;
- e. If company is a wholly owned subsidiary of a parent company, identify the parent company;
- f. Address of office(s) located in San Diego County; if applicable;
- g. Number of years that company has maintained office(s) in San Diego County, if applicable;

- h. Number of employees in San Diego County, if applicable; and
- i. Name, title, address, telephone number, and fax number of the person to contact concerning the proposal.

7.2.1.3 Proposed Method to Accomplish Work

Provide a detailed discussion on the scope of work that demonstrates Contractor's understanding of the project. Do not reiterate the task descriptions provided in this RFP. Based on the scope of work on information contained in this RFP. Supplement or modify as deemed appropriate by Contractor. Clearly identify the modifications in the proposal and man-hour estimate. Give a complete listing of all tasks and task descriptions for tasks to be added, deleted, or modified from those presented in Section 6.0, Scope of Work. Provide additional breakdown and explanation of project tasks as deemed necessary. Describe overall approach to accomplish the scope of work proposed. The scope of work may also be used as a basis for later contract negotiations.

7.2.1.4 QA/QC Services

Provide details of the services anticipated and equipment and tools to be supplied for QA/QC procedures.

7.2.1.5 Experience

Describe Contractor's experience in completing similar consulting efforts. List at least three successfully completed projects of similar nature with name of company and project manager, phone numbers, fax numbers, type of work performed, and value of consulting contract. Consulting projects currently being performed may be submitted for consideration.

7.2.1.6 Project Schedule

Provide a proposed project schedule in accordance with the proposed construction schedule. Show how Contractor's staff will be scheduled to provide the necessary services. Include a

Gantt chart that shows the level of effort anticipated to complete the work, by task and month.

7.2.1.7 Project Organization and Key Personnel

Present Contractor's proposed organization for the project. Describe the specific qualifications and capabilities of the designated project manager, resident engineer, and support staff that will be employed to perform the scope of work. The project manager shall be a registered professional engineer in the State of California. The proposal shall identify all individuals who will actually perform and oversee work on the project. Indicate the role and responsibilities of prime Contractor and all subcontractors, including SCOOP identified subcontractors. Include a schedule showing the estimated percentage of time each person will contribute to the project. Contractor shall be required to obtain prior written approval from the Water Authority in order to assign or reassign personnel to the project. Subcontractor Letters of Commitment are required.

7.2.1.8 Discussion of Experience

Provide detailed discussion of the specific, applicable experience of Contractor's project manager, resident engineer(s), and other key staff members on projects of similar size, capacity, and dollar value. For each similar recent project, include client's name, contact person, phone, and fax number. These shall be the projects that the project manager, resident engineer, and other key staff members have actually worked on and/or overseen. List at least three most recently completed projects of a similar nature for the Contractor's project manager and resident engineer(s). Include a schedule showing the percentage and duration of time each key personnel worked on each listed project. The Water Authority may contact references and verify all information provided in proposals.

7.2.1.9 Resumes of Key Staff

Provide resumes not exceeding two pages in length of the project manager, resident engineer, lead inspector, lead discipline engineers, and all key staff members who will work

on this project. The resumes shall include relevant experience while employed at current and previous firms, a minimum two references for each relevant project, specific assignments on relevant projects, proposed role on this project, education, and licenses. The client references must include individuals to contact, role on relevant project, current phone number, and fax number, and current address. Included the resumes alphabetically in an appendix of the proposal.

7.2.1.10 Lines of Communication

Describe the lines of communication between the Contractor and members of the joint venture and/or subcontractors. Address the means to ensure team integration and rapid response to project conditions and Water Authority requests.

7.2.1.11 Confirm Receipt of Addenda

Confirm in the proposal the receipt of all addenda issued to this RFP. Contractor is not required to include copies of the actual addenda in the proposal.

7.2.1.12 Task and Labor Hours Estimate

Provide an estimate of labor hours by individual tasks and subtasks for the project without cost for the Contractor and for each subcontractor. Provide a summary of all labor hours. Include the identity and personnel classification for the anticipated level of effort to complete the work. Provide completed SCOOP forms with the task and labor hours estimate. Include this item in the appendices. Refer to Section 10.0, Part 10.6 for failure to comply.

7.3 Separate Sealed Cost Proposal

7.3.1 Sealed Cost Proposal

Provide a separate sealed cost proposal. Cost proposals of interviewed firms will be opened following the completion of interviews. The cost proposal shall state a total fee, not-to-exceed upper limit for the work. The labor hours and cost proposal are to be submitted in a sealed package with the following information clearly marked on the outside of the package:

- a. Name of Contractor;
- b. Project title; “CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE MISSION TRAILS PROJECTS”;
- c. Labeled: “COST PROPOSAL”; and
- d. Marked or stamped "CONFIDENTIAL" in red ink.

Submit one copy of the combined labor hours and cost proposal.

7.3.2 External Audit

Provide the results of an audit(s) 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 the 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.

7.3.3 Breakdown of Multiplier

Provide a categorical breakdown of the multiplier for overhead and profit for the Contractor and each subcontractor. Salary rate adjustments will not change the not-to-exceed fee for the project.

7.3.4 Estimated Cost Analysis

Provide an estimated cost analysis for each of the following items:

- a. Total fee for each task listed in the scope of work;
- b. Labor (personnel classifications, estimated labor hours, and hourly rates);
- c. Direct costs. The Water Authority intends to negotiate a “service center” charge covering all direct costs except travel, relocation, and major report reproduction for the Contractor and all subcontractors. The service center charge is to be applied to each hour chargeable to the project;
- d. Subcontracts, a 5 percent subcontractor markup may be allowed; and

- e. Percentage subcontracting availability and percent of subcontracting availability of the contract fee to be paid to SCOOP qualified subcontractors or other small businesses.

8.0 PRE-SUBMITTAL ACTIVITIES

8.1 Questions Concerning Request for Proposals

- 8.1.1 All questions regarding the RFP should be presented in writing to:

SAN DIEGO COUNTY WATER AUTHORITY
Attn: Anna Mina, Contract Technician
4677 Overland Avenue
San Diego, CA 92123
Fax: (858) 268-7802

As soon as possible, but no later than 5:00 p.m., Thursday, May 4, 2006.

- 8.1.2 For an appointment to review relevant project information, listed in Exhibit D, call:

Ms. Anna Mina, Contract Technician
Phone: (858) 522-6847

8.2 Pre-Proposal Meeting/Site Visit

- 8.2.1 A pre-proposal meeting will be held on Monday, April 24, 2006 at 2:00 p.m. in the Board Room of the San Diego County Water Authority, 4677 Overland Avenue, San Diego, CA 92123. Following the pre-proposal meeting, the Water Authority will conduct a site visit. The Water Authority will not provide transportation.

8.3 Revisions to the Request for Proposals

The Water Authority reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be mailed to all potential Contractors. The Water Authority reserves the right to extend the date by which the proposals are due.

9.0 SUBMITTAL REQUIREMENTS

9.1 Submittal Format

Submit one executed original, clearly marked on the cover, and nine additional copies of the proposal.

9.2 Execution of Proposal

The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Contractor.

9.3 Date, Time, and Place of Receipt

Proposals must be received no later than 2:00 p.m local time, on Thursday, May 18, 2006, at the office of:

SAN DIEGO COUNTY WATER AUTHORITY
Attn: Donal Barron, Construction Administrator
4677 Overland Avenue
San Diego, CA 92123

9.4 Proposal Submittal

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of each package:

- a. Name of Contractor;
- b. Project Title "CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE MISSION TRAILS PROJECTS";
- c. Package Number (e.g., 1 of __, 2 of __, etc.); and
- d. Marked or stamped "PROPOSAL" in red ink.

9.5 Separate Cost Proposal

The separate cost proposal shall be submitted in a sealed package with the following information clearly marked on the outside of the package:

- a. Name of Contractor;
- b. Project title "CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE MISSION TRAILS PROJECTS"; and
- c. Marked or stamped "COST PROPOSAL – CONFIDENTIAL" in red ink.

Submit only one copy of the cost proposal.

9.6 Failure to Comply

Failure to comply with the requirements of this RFP may result in disqualification.

9.7 Late Proposals

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.

10.0 CONTRACTOR NOMINATING AND SELECTION PROCESS

10.1 A Contractor Selection 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, representative of its member agencies and/or the general public.

10.2 Based on the proposals submitted, the Water Authority's Panel will select a list of most qualified firms to be interviewed for this Project. Qualifications will be based on the evaluation criteria in Section 11.0, Part 11.1.1 through Part 11.1.6.

10.3 Based on the proposal, interview, and cost proposal of the interviewed firms, the Water Authority's Panel will rank the finalist. The Water Authority's Panel will recommend the selected firm to the General Manager; and will request authority to enter into negotiations with the selected firm. 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. The Water Authority intends to conduct a two to three day intensive negotiation process. The Contractor and all subcontractors are expected to attend and be prepared with all necessary information to conclude negotiations at the end of these sessions. The scope of work will be used as a basis for contract negotiations. Negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable contract with the selected firm, the negotiating team will recommend to the General Manager that the negotiations be terminated and that negotiations with the second ranked firm be initiated. The General Manager has final authority to terminate negotiations and move to the next ranked firm.

- 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. The General Manager will make the final recommendation to Board of Directors of the Water Authority, if required, concerning the proposed contract. Final authority to approve the contract 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

- 11.1 The proposals will be evaluated based on the following criteria:

11.1.1 Scope of Work

- a. Understanding of projects and objectives;
- b. Responsiveness to issues identified in RFP, including approach and methodology proposed;
- c. Familiarity with technical and construction issues associated with the projects;
- d. Familiarity with environmental constraints associated with the projects;
- e. Appropriate level of detail in proposal;
- f. Relevance of add/delete to scope of work;
- g. Organization of team to address critical issues;
- h. Risk management and safety;
- i. Cost estimating understanding; and
- j. Other issues not addressed in RFP but deemed essential to the effective conduct of the projects.

11.1.2 Past Performance

- a. Past performance on similar projects;
- b. Technical quality of similar projects;
- c. Client references;
- d. Prior work experience and performance of work on Water Authority or other agency projects;
- e. Demonstrated experience of the designated Project Manager and Task Leader(s) on similar projects;
- f. Cost, schedule, and quality control on similar projects;
- g. Accuracy of construction cost estimates to actual bids; and
- h. Proven track record in terms of tracking and maintaining schedule.

11.1.3 Technical Competence

- a. Specialized qualifications of project team;
- b. Experience of key personnel with similar projects;
- c. Depth of technical expertise in firm;
- d. Provisions for technical and quality review;
- e. Familiarity with the Water Authority's water system; and
- f. Experience with different project delivery methods.

11.1.4 Work Plan and Schedule

- a. Tasks clearly defined;
- b. Activities well coordinated;
- c. Location(s) of principal personnel and provisions for the ability of personnel to work as a coordinated team;
- d. Involvement/time commitment of key personnel and estimation of effort to accomplish scope;
- e. Feasibility of proposed schedule and ability to perform within schedule with assigned staff;
- f. Provisions for cost, schedule, and quality control;
- g. Accounting for multiple projects; and
- h. Meeting requirements of the RFP.

11.1.5 Subcontractors

- a. Compliance with SCOOP requirements as stated in Section 13.0;
- b. Technical expertise;
- c. Experience of key personnel with similar projects;
- d. Record of past performance; and
- e. Familiarity with the Water Authority's system.

11.1.6 Organization and Structure

- a. Commitment of key personnel;
- b. Financial capability and resources of firm; and
- c. Flexibility to changes in scopes and schedules.

11.1.7 Cost Proposal

- a. Cost proposals of the interviewed firms will be opened 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:

Advertise RFP	April 14, 2006
Pre-Proposal Meeting/Site Visit	April 24, 2006
Proposal Due Date	May 18, 2006
Contractor Interviews	June 6, 2006
Selection and Notification	June 8, 2006
Contract Negotiation Complete	June 27, 2006
Award Professional Services Contract	July 22, 2006
Notice to Proceed	August 17, 2006

13.0 SMALL CONTRACTOR OUTREACH AND OPPORTUNITIES PROGRAM REQUIREMENTS

13.1 POLICY

13.1.1 The Water Authority's Small Contractor Outreach and Opportunities Program 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 Contractor's demonstrated effort in conducting effective outreach to small contractors. Failure to comply with the requirements herein shall render the Respondent 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 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).

- 13.2.1.1 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.
- 13.2.1.2 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 (a) 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 Respondent: Any person, firm, or corporation submitting a proposal for work.

13.2.7 Outreach Forms:

13.2.7.1 Schedule A-1, Designation of All Subcontractors/Vendors/
Service Providers

13.2.7.2 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 materials. Water Authority-provided outreach materials include:

13.3.1.1 SCOOP List: The list consists of potential subcontractors and vendors/material suppliers specific to the project. This list may be generated by the Respondent 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 Respondent as a subcontracting opportunity in schedule A-2 the Respondent 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.

13.3.1.2 List of media in the greater San Diego County area.

13.3.1.3 List of professional/community based organizations in the greater San Diego County area.

13.4 OUTREACH ACTIVITY REQUIREMENTS AND EVIDENCE OF FULFILLMENT

13.4.1 The Respondent 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 table outlines the outreach activity requirements and evidence of fulfillment:

Outreach Activity Requirements	
No.	Description
1.	Identify Work that can be Subcontracted. <u>Evidence of Fulfillment</u> (i) <i>Complete and submit Schedule A-2 by entering:</i> • <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.	Advertise in a general circulation or trade association print or electronic media publication and in a minority and/or women-focused print or electronic publication regarding subcontracting opportunities. • Advertisements must be placed no fewer than 14 calendar days prior to the proposal due date. • Advertisements must be placed in publications or electronic media serving the greater San Diego County area. • Advertisements shall name the Water Authority as the project owner, identify work available to subs, proposal due date, and contact information including but not limited to telephone number, e-mail and name of contact.
	<u>Evidence of Fulfillment</u> (i) <i>Submit copies of tear sheets, certificate of publication or actual advertisement, or copies of electronic media submissions, showing the name, date, page, section and content of each publication.</i>
3.	Notify firms on The Network SCOOP List for each category listed on Schedule A-2 of subcontracting opportunities. • Notifications must occur no fewer than 14 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.

Outreach Activity Requirements	
No.	Description
	<u><i>Evidence of Fulfillment</i></u> (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 Respondent.</i> (ii) <i>Complete and submit Schedule A-2 to document contact with small contractors, including:</i> <i>Name and title of each person contacted;</i> <i>Fax, e-mail, and phone number of the company.</i> <i>Whether the firm submitted a proposal to the contractor, and</i> <i>If submitted a proposal, reason the firm was not selected to work on the project.</i>
4.	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, email and telephone number of contact person; and all available times and locations where plans and specifications may be viewed or copied. <u><i>Evidence of Fulfillment</i></u> (i) <i>Provide copies of written documentation, including emails sent to professional/community-based organizations.</i>
5.	Attend pre-proposal meetings held by the Water Authority for your project of interest to network with potential subcontractors. <u><i>Evidence of Fulfillment</i></u> (i) <i>Printed name, email and address of business and signature of representative on the sign-in sheet.</i>

13.5 OUTREACH RESULTS: REPORTING REQUIREMENTS

13.5.1 Respondents shall submit the following items with the proposal:

Required Forms	include
Completed Schedule A-1.	☐
Completed Schedule A-2.	☐
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).	☐
Copies of Small Business Certifications or small business information.	
Evidence of contact with small businesses on The Network SCOOP List (examples: dated e-mail, fax or letter).	☐
Evidence to document contact with professional/community based organizations (examples: dated e-mail, fax or letter).	☐
Proof of advertisement (examples: actual advertisements and electronic media advertisements, and certificates of publication including advertisement dates and name of publications).	☐
Proof of Attendance at Preproposal Meeting	☐

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:

13.6.1.1 For any reason stated in California Public Contract Code Section 4107 which are incorporated herein.

13.6.1.2 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:

13.8.1.1 Ensure that each subcontractor and supplier is paid for acceptable performance within 10 calendar days of receipt of payment from the Water Authority.

13.8.1.2 Ensure that subcontractors and suppliers perform the type of work and the quantity of work as specified in Schedule A-1.

13.8.1.3 Provide the Water Authority with any additional reports, sub-contracts, or other information deemed necessary for determining Contractor's compliance with its subcontractor commitment.

13.8.1.4 Maintain all reports and corresponding information for a period of no less than three 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 Program 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:

13.9.1.1 Withholding progress payments until the Water Authority deems the Contractor to be in compliance.

13.9.1.2 Withholding an amount equal to the unmet portion of the amount contracted to the subcontractor, vendor, or supplier in question.

13.9.1.3 Suspension or debarment pursuant to the Water Authority's Administrative Code Chapter 4.12 Section 4.12.020.

13.9.1.4 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 Government Code § 6250 et. seq. are public records, and as such may be subject to public review.

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 San Diego County 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 selection.

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 must be provided (original copy) within 15 days notice of selection and prior to the commencement of any work on the project.

14.9 Noncollusion

Contractor 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. Contractor 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. Contractor 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 and inspection services for the Mission Trails Projects as more fully described in Attachment A.

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 Contract Manager. The Water Authority generally will process and pay bills within 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 or establishing the basis for an invoice, for a minimum of four 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 Attachment C. If the schedule calls for the services to be performed in phases or discrete increments,

Contractor shall not proceed from one phase or increment to the next without written authorization from the Contract Manager. Contractor will 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. 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. 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.

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:

(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 Exhibit B (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 subcontractors and of the subcontractor's employees in performance of this contract. Nothing contained in this contract shall create any contractual relationship between any subcontractor of Contractor and the Water Authority. Contractor shall pay subcontractors within 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. 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 Public Employees Retirement System (PERS), 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.

(d) Prevailing wage. 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. A copy of the prevailing wage rates is available for review at the Water Authority's office at 4677 Overland Avenue, San Diego, California, 92123. This provision applies only to the following portions of the scope of work: surveying, inspection, and geotechnical.

10. 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, 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, 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.

11. WORKPLACE CONDUCT AND BEHAVIOR:

Contractor and Contractor's officers, employees, agents and subcontractors 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.

12. 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.

13. 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 Suite (2000) format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

14. 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.

15. 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.

(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. If requested by the Contract Manager, 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 advise the Water Authority of any request for disclosure of information or of any actual or potential disclosure of information.

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

16. 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.

17. 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. § 18701, subdiv. (a)(2)(A), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18701, subdiv. (a)(2)(B).

(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.

18. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the Water Authority) and hold harmless the Water Authority, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, 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) regardless of nature or type arising out of or resulting from any error or negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of the Water Authority or any party indemnified under this Section. However, to the extent that liability is caused by the active negligence or willful misconduct of an indemnified party, the contractor's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its active negligence or willful misconduct, if any, but, the acceptance or approval of the Contractor's work or work product by the Water Authority or any of its directors, officers or employees shall not relieve or

reduce the Contractor's liability. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of Section 19 relating to insurance.

19. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 24 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.

(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 contain 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 30 days' written notice has been given to the Water Authority, or after 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.

20. 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.

21. 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.

22. 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 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 30 days' written notice only in the event of a material default by the Water Authority, which default has not been cured within 30 days following the written notice.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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: John A. Economides, Director of Engineering

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.

28. 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.

29. 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.

30. 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.

31. TIME:

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

32. 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.

33. 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.

34. 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: _____, 2006

San Diego County Water Authority

By: _____

Contractor:

By: _____

Approved as to form:
DANIEL S. HENTSCHKE
General Counsel

By: _____

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B
PAYMENT and FEE SCHEDULE

ATTACHMENT C
PERFORMANCE SCHEDULE

CERTIFICATES OF INSURANCE
and
ADDITIONAL INSURED ENDORSEMENTS

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE SAN DIEGO COUNTY WATER AUTHORITY**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone _____

NAMED INSURED

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

☐ Deductible OR ☐ Self-Insured Retention of \$ _____
☐ Each Occurrence ☐ Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and permits in force with the Water Authority unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:
AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made Retroactive Date _____
☐ COMPREHENSIVE GENERAL LIABILITY ☐ Occurrence
☐ OWNERS & CONTRACTORS PROTECTIVE

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL LIABILITY
☐ PRODUCTS-COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE LEGAL LIABILITY
☐ EXPLOSION, COLLAPSE, UNDERGROUND HAZARD
☐ CONTRACTUAL LIABILITY

CLAIMS: Underwriter's Representative for claims pursuant to this insurance

Name: _____

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:

- ADDITIONAL INSURED.** The 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 Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the 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

SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123
0220.00 Printing Services

ATTENTION: Mike Conner

TELEPHONE: 858-522-6856

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), 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.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT
FOR THE SAN DIEGO COUNTY WATER AUTHORITY

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone _____

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

☐ Deductible OR ☐ Self-Insured Retention \$ _____
☐ Each Occurrence ☐ Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written contracts and permits in force with the Water Authority unless checked here ☐ in which case only the following specific contracts and permits with the Water Authority are covered:
CONTRACTS/PERMITS _____

COVERAGES (check as applicable)

☐ Statutory Workers' Compensation

☐☐

☐ Employer's Liability _____ Bodily Injury (each accident)
_____ Bodily Injury by Disease (each employee)
_____ Bodily Injury by Disease (policy limit)

OTHER PROVISIONS

CLAIMS: Underwriter's Representative for claims pursuant to this insurance

Name: _____

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. WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the 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 Water Authority.
- 2. CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)

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

THE SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123
0220.00 Printing Services

ATTENTION: **Mike Conner** _____

TELEPHONE: **858-522-6856** _____

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), 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.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT

FOR THE SAN DIEGO COUNTY WATER AUTHORITY

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone _____

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

☐ Deductible OR ☐ Self-Insured Retention \$ _____☐ Per Occurrence ☐ Per Claim**NAMED INSURED****APPLICABILITY.** This insurance pertains to services and/or activities of the Named Insured under all written contracts and permits in force with the Water Authority unless checked here ☐ in which case only the following specific agreements and permits with the Water Authority are covered:

CONTRACTS/PERMITS: _____

TYPE OF INSURANCE☐ Claims Made Form☐ Occurrence Form**CLAIMS:** Underwriter's Representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ ARCHITECTS /ENGINEERS PROFESSIONAL LIABILITY
☐ ENVIRONMENTAL PROFESSIONAL LIABILITY
☐ CONTRACTORS / PROJECT MANAGER'S PROFESSIONAL LIABILITY
☐ LAWYER'S PROFESSIONAL
☐ OTHER _____

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:

- CANCELLATION NOTICE.** This insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery 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.

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

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

ATTENTION: Mike ConnerEngineeringTELEPHONE: (858) 522-6856**AUTHORIZED REPRESENTATIVE**

I _____ (print/type name), 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.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE SAN DIEGO COUNTY WATER AUTHORITY**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone _____

POLICY INFORMATION

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

☐ Deductible OR ☐ Self-Insured Retention \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, and/or activities of the Named Insured under all written contracts and agreements in force with the Water Authority unless checked here ☐ in which case only the following specific permits and agreements with the Water Authority are covered:

AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐ BUSINESS AUTO POLICY
☐ TRUCKERS AND MOTOR CARRIER LIABILITY POLICY
☐ GARAGEKEEPERS LIABILITY
☐ NON-OWNED - - HIRED VEHICLES
☐ OTHER _____

LIABILITY LIMIT IN THOUSANDS \$

\$ _____ per accident, for bodily injury and property damage liability.

OTHER PROVISIONS

CLAIMS: Underwriter's Representative for claims pursuant to this insurance.

Name: _____

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 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. 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.
- 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 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.
- 4. CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the 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.** This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001, Code 1 ("any auto").

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

SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123
0220.00 Printing Services

ATTENTION: Mike Conner

TELEPHONE: 858-522-6856

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), 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.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

**EXCESS LIABILITY SPECIAL ENDORSEMENT
FOR THE SAN DIEGO COUNTY WATER AUTHORITY**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone

POLICY INFORMATION

Insurance Company:

Policy No.:

Policy Period: (from) (to)

☐ Self-Insured Retention of \$ _____
☐ Each Occurrence ☐ Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written contracts and permits in force with the Water Authority unless checked here ☐ in which case only the following specific agreements and permits with the Water Authority are covered:
CONTRACT/PERMITS

TYPE OF INSURANCE

☐ EXCESS LIABILITY ☐ Claims Made Retroactive Date _____
☐ UMBRELLA LIABILITY ☐ Occurrence

OTHER PROVISIONS

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

CLAIMS: Underwriter's Representative for claims pursuant to this insurance

Name: _____

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 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 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.
- 4. CANCELLATION NOTICE.** With respect to the interests of the Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by receipted delivery has been given to the 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

THE SAN DIEGO COUNTY WATER AUTHORITY
4677 OVERLAND AVENUE
SAN DIEGO, CA 92123
0220.00 Printing Services

ATTENTION: Mike Conner

TELEPHONE: 858-522-6856

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), 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.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

EXHIBIT B
SCOOP Reporting Forms

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



San Diego County
Water Authority

Company Name: _____ **Project Name:** _____ **Date:** _____ **Change Order # :** _____

Water Authority Project Manager: _____ **Amendment #:** _____

NAME AND CONTACT OF SUBCONTRACTOR(S)	ADDRESS, TELEPHONE NUMBER, E-MAIL OF PLACE OF BUSINESS	LICENSE NO. ⁽¹⁾	SPECIFIC WORK TO BE DONE BY SUBCONTRACTOR ⁽²⁾	SMALL BUSINESS YES/NO	MINORITY- OWNED	WOMAN- OWNED	DOLLAR AMOUNT ⁽³⁾	% OF TOTAL FEE	LIST ANY CERTIFICATIONS ⁽⁴⁾

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⁾ For use by construction contractors only.

⁽²⁾ 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.

⁽³⁾ Must show total price for specific work by subcontractor, subconsultant, vendor, service provider, or broker. For Material Brokers, show Broker Fee for Service.

⁽⁴⁾ Small businesses meet the size criteria of 13CFR121 (as amended) and may be certified as a small business by the California Department of Transportation (CalTrans) or a signatory agency within the California Unified Certification Program (CUCP), the U.S. Small Business Administration, the City of San Diego's Diverse Emerging Vendor Outreach (DEVO) and Minor Construction programs, the Metropolitan Water District of Southern California, the San Diego County Water Authority's Small Contractor Outreach and Opportunities Program (SCOOP), and the California State Department of General Services' Small Business Enterprise and Disabled Veteran Business Enterprise programs.



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 ☐ No ☐	
			2.		Yes ☐ No ☐	
			3.		Yes ☐ No ☐	
			4.		Yes ☐ No ☐	
	\$ _____	_____ %	1.		Yes ☐ No ☐	
			2.		Yes ☐ No ☐	
			3.		Yes ☐ No ☐	
			4.		Yes ☐ No ☐	
	\$ _____	_____ %	1.		Yes ☐ No ☐	
			2.		Yes ☐ No ☐	
			3.		Yes ☐ No ☐	
			4.		Yes ☐ No ☐	

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

PROFESSIONAL/COMMUNITY BASED ORGANIZATIONS

San Diego County Water Authority

American Society of Professional Estimators
Bill Sharp
P.O. Box 270399
San Diego, CA 92198
(619) 223-8662

American Subcontractors Association
Nancy Grimes, Director
P.O. Box 600723
San Diego, CA 92160
(619) 825-9552
Fax (619) 619-825-9558
Email: nancy@sandiegoasa.com

Asian Business Association
Joni Low, Director
7808 Clairemont Mesa Blvd., Ste. A
San Diego, CA 92111
(858) 277-2822
Fax (858) 277-2622
Email: info@abasd.org

Associated Builders and Contractors, Inc.
Ken Bertalan, President
13825 Kirkham Way
Poway, CA 92064
(858) 513-4700
Email: kbertalan@bergelectric.com

Associated General Contractors
San Diego
Tex Barnhart, President
6612 Ferris Square
San Diego, CA 92121
(858) 558-7444
Fax (858) 558-8444
Email: tbarnhart@agcsd.org

Black Contractors Association, Inc.
Abdul-Rahim Hameed, Director
6125 Imperial Avenue
San Diego, CA 92114
(619) 263-9791
Fax (619) 263-6865
Email: hameedbca2@aol.com

Building Industry Association of San Diego
Scot Sandstrom, President
9201 Spectrum Center Blvd., Suite 110
San Diego, CA 92123
(858) 450-1221
Email: donna@biasd.org

California Landscape Contractors Association
Mark Sterk, President
PO Box 12186
La Jolla, CA 92039
(888) 900-2522

Connectory.com
Maya Kmeid
1870 Cordell Court, Suite 202
El Cajon, Ca 92020
(619) 258-3670
Fax (619) 258-3674
Email: jmd@eastcountyedc.org

Consulting Engineers and Land Surveyors
Jean Libby
707 Broadway, Suite 1600
San Diego, CA 92101
(760) 789-3365
Fax (760) 789-3365

Disabled Veteran Business Network
John Rak
P.O. Box 4036
La Mesa, CA 91941
619-461-5420
Fax (619) 461-6046

Engineering and General Contractors Association (EGCA)
Debbie Day, Executive Director
2247 San Diego Avenue, Suite 136
San Diego, CA 92110
(619) 692-0760
Fax (619) 692-0839
Email: debbieeday@egca.org

Filipino American Chamber of Commerce

PROFESSIONAL/COMMUNITY BASED ORGANIZATIONS

San Diego County Water Authority

Carmelita Vinson, President
1550 East H. St., #E
Chula Vista, CA 91913
(619) 421-9700 Ext. 102
Fax: (619) 421-6676
Email: royalrs@aol.com

Latin Builders Industry Association
Mike Canales
P.O. Box 81808
San Diego, CA 92101
619-680-9417
Fax (619) 272-1025

Latin Business Owners of America
David Sanchez
11808 Rancho Bernardo Road,
Suite 123-126
San Diego, CA 92128
(858) 536-9042
Fax (858) 536-9043
Email: ceo@lboausa.com

Latino Builders Industry Association
Jose Mireles, Executive Director
4636 Mission George Road, Suite 204
San Diego, CA 92120
(619) 295-3397
Fax (619) 295-4399

Multi-Cultural Contractors
Rickey Laster
4125 Alpha Street, Suite E
San Diego, CA 92113
(619) 266-9223
Fax (619) 266-9307

National Association of Minority Contractors
of Southern California
Donell Johnson
3356 Hancock St., Suite C
San Diego, CA 92110
(619) 574-7569
Fax (619) 574-7580

National Association of Women Business Owners
Oreda Chin

P.O. Box 90081
San Diego, CA 92109
(858) 414-9312
ochin@san.rr.com

National Association of Women in
Construction
Linda Little, President
P.O. Box 880725
San Diego, CA 92168
(858) 455-9205
Fax (858) 458-0939
Email: Dsi@abnc.com

North County Small Business
Development Center
Sudershaun Shaunak, Director
1823 Mission Avenue
Oceanside, CA 92054
(760) 795-8740
Fax (760) 795-8728
Email: sshaunak@yar.miracosta.edu

National Defense Industrial Association
Small Business Committee
Dwayne Junker
(619) 702-1700
Fax (619)-702-1711

National Electrical Contractors Association
Andy Berg
9350 Waxie Way, Suite 540
San Diego, CA 92123
(858) 571-6322
Fax (858) 571-6323

San Diego Contracting Opportunities Center
Gunnar Schalin
4007 Camino Del Rio South, Suite 210
San Diego, CA 92108
(619) 285-7020 Ext. 3001
Fax (619) 285-7030
Email: gschalin@ptac-sandiego.org

San Diego County Black Chamber
Of Commerce
Gerri Warren
1727 Euclid Aveune

PROFESSIONAL/COMMUNITY BASED ORGANIZATIONS

San Diego County Water Authority

San Diego, CA 92105
(619) 262-2121
Fax (619) 262-3841

(760) 727-0400
Fax (760) 727-6903
Email: Laurasims@sbcglobal.net

San Diego County Hispanic Chamber Of
Commerce
Mauricio Soler
1250 Sixth Avenue, Suite 550
San Diego, CA 92101
(619) 702-0790
Fax (619) 696-3282
Email: msoler@sdchcc.com

Women's Business Center of
California
Michelle Butler, Director
4121 Camino Del Rio South #24
San Diego, CA 92108
(619) 563-7118
Fax (619) 563-7118
E-Mail: wbccinfo@natuniv.edu

San Diego Urban League
Employment & Training
Barbara Webb
720 Gateway Center Drive
San Diego, CA 92102
(619) 263-8196
Fax (619) 263-1938

Society of Hispanic Professional Engineers
San Diego State University
Carolina Delgado
(619) 279-6043
Email: carodelgado35@hotmail.com

Society of Women Engineers
Mandira Sudame, President
P.O. Box 881205
San Diego, Ca 92168
(858) 712-8217
Hotline (858) 713-4334
Email: president@swesandiego.org

Southern California Carpentry
Joint Apprenticeship Training Committee
Rick Cole
8595 Miralani Drive
San Diego, CA 92126
(858) 621-2667
Fax (858) 621-2669

Women Construction Owners
and Executives
Laura DaSilva Sims
2450 La Mirada Drive
Vista, CA 92083

**LOCAL TRADE, MINORITY AND WOMEN-FOCUSED
MEDIA LIST**

Asia, The Journal of Culture & Commerce

5857 B Mission Gorge Road
San Diego, CA 92120
(619) 521-8088 (Tel)
(619) 521-8070 (FAX)
Every 3 weeks
\$6 per 25 words and \$6 for each add'l 20 words
and fit into a 1" x 2" square
Contact: Len Novarro
editorial@asiamediasandiego.com

**Construction Update and Minority Bidder
Bulletin**

135 W. Mission ave. Suite 202
Escondido, Ca. 92025
(760) 745-6144 (Tel)
(760) 747-8661 (Fax)
Twice weekly
Cost- 1/8 page rates start @ \$48.00 up to full page
ads @ \$240.00
Due Date - Wed., 4:00 p.m. (for Thurs.)
- Friday, 4:00 p.m. (for Monday)
Contact: Jim Wiegele
constructionupdate@goodfaiththeffort.com

CornerStone Magazine

(Black Contractors Consortium)
6125 Imperial Avenue
San Diego, CA 92114
(619) 249-3498 (Tel)
(619) 263-6865 (Fax)
Bi-monthly (six issues per year)

Diversity Employment

P.O. Box 740948
San Diego, CA 92174
(619) 264-4555 (Tel)
(619) 263-7776 (Fax)
Monthly
Cost - \$150- \$1,200
Due Date – 15th of Month
Contact: Oran Brown
diversityemployment2k@yahoo.com

Dodge Green Sheet

8825 Aero Drive
San Diego, CA 92123
(858) 279-6561 (Tel)
(858) 279-0959 (Fax)
Contact: Sharon Deatruck
Sharon_Deatruck@mcgraw-hill.com

El Sol de San Diego

P.O. Box 13447
San Diego, CA 92170
(619) 233-8496 (Tel)
(619) 233-5017 (Fax)
Biweekly-Friday
Cost - \$110 - \$1,180 (for display ads)
\$3.50 per line (for classified ads)
Due Date – Friday, before publication
Contact: Lynn Johansen
elsolsd@aol.com

Filipino Press

525 D. Ave.
National City, CA 91950
(619) 477-0940 (Tel)
(619) 477-1024 (Fax)
Weekly- Saturday
Cost - \$25.00 for 20 words or less,
\$0.25 each add'l word thereafter
Due Date – Thursday
Contact: Susan
filpress@aol.com

Hispanos Unidos

411 West 9th Avenue
Escondido, CA 92025
(760) 740-9561 (Tel)
(760) 747-1626 (Fax)
Weekly – Friday
Cost - \$12.00 c/i*
Due Date – Wednesday, Noon
info@hispanosnews.com

**LOCAL TRADE, MINORITY AND WOMEN-FOCUSED
MEDIA LIST**

MEDIA LIST (CONTINUED)

La Prensa San Diego

1950 Fifth Avenue, Ste 1
San Diego, CA 92101
(619) 231-2873 (Tel)
(619) 231-9180 (Fax)
Weekly – Friday
Cost - \$22.00 c/i* (Local)
Due Date – Wednesday, 5:00 PM
Contact: Dan Munoz
laprensa@ix.netcom.com

McGraw Hill Regional Publications

Sharon Deatrick
8825 Aero Dr., #120
San Diego, CA 92123
Phone: 858-279-6561
Fax: 858-279-0959

Minority Business Entrepreneur

3528 Torrance Blvd., Suite 101
Torrance, CA 90503
Phone: 310-540-9398
Fax: 310-792-8263
Bi-monthly (six issues per year)

Phillipine Mabuhay News

3142 E. Plaza Blvd. Ste N
National City, CA 91950-3941
(619) 470-6373 (Tel)
(619) 470-0613 (Fax)
Bi-Monthly (1st and 16th)
Cost – Please Call
\$20.00 c/I* (for classified ad)
Due Date – 28th and 13th
(3 days prior to publication)
Contact: Nette
pmneditor@aol.com

San Diego Asian Journal

550 E. 8th Street, Ste 6
National City, CA 91950
(619) 474-0588 (Tel)
(619) 474-0373 (Fax)
Weekly – Friday
Cost - \$2.00 per line
Due Date – Wednesday PM
Contact: Sim Silverio
asianjournal@aol.com

San Diego Contractor News & Views

9921 Carmel Mountain Road, #231
San Diego, CA 92129
(619) 286-6300 (Tel)
(858) 538-0194 (Fax)
Monthly
Cost- varies w/size & frequency
Due Date- mid-month
Contact: Mike Caples
mcaples@cnvsvd.com

San Diego Daily Transcript

2131 Third Avenue
San Diego, CA 92101
(619) 232-4381 (Tel)
(619) 239-4312 (Fax)
Cost- \$9 per column inch (or .83 a line) if
emailed and \$12 per column inch (or 1.09 a line)
if faxed
Due Date- Noon
Contact: Christine Seiveno
publicnotice@SDDT.com
christine.seiveno@sddt.com

San Diego Monitor News

3570 Olive St.
Lemon Grove, CA 91945
619-668-1007 (Tel)
619-668-0778 (Fax)
Weekly
Contact: Willie Marrow
sdmnews@aol.com
prepress@sdweboffset.com

San Diego Voice & Viewpoint Newspaper

P.O. Box 120095
San Diego, CA 92112
619-266-2233 (Tel)
619-266-0533 (Fax)
Weekly



4667 Overland Avenue
San Diego, California 92123
(858) 522-6515 FAX: (858) 522-6564
Water Authority Web site:
www.sdcwa.org



REGISTRATION INFORMATION

The San Diego County Water Authority's Small Contractor Outreach and Opportunities Program (SCOOP) is designed to maximize participation of diverse, qualified contractors, consultants and vendors seeking to do business with the Water Authority.

THE NETWORK

- Is the Water Authority's new online vendor registration, solicitation, and notification system
- Your firm will automatically be notified of any contract opportunities that meet your profile
- Registration is for both small and large businesses
- The system is free of charge

VENDOR REGISTRATION

To register or obtain more information, please visit the official web site link below:

www.sdcwa.org/register.html

CONTRACT OPPORTUNITIES

To view up coming contract opportunities: <http://contracts.sdcwa.org>

Please contact BidNet's technical support if any problems occur with registering at:
1-800-677-1997, extension 214

EXHIBIT C

Figure 1 – Mission Trails Projects Site Plan

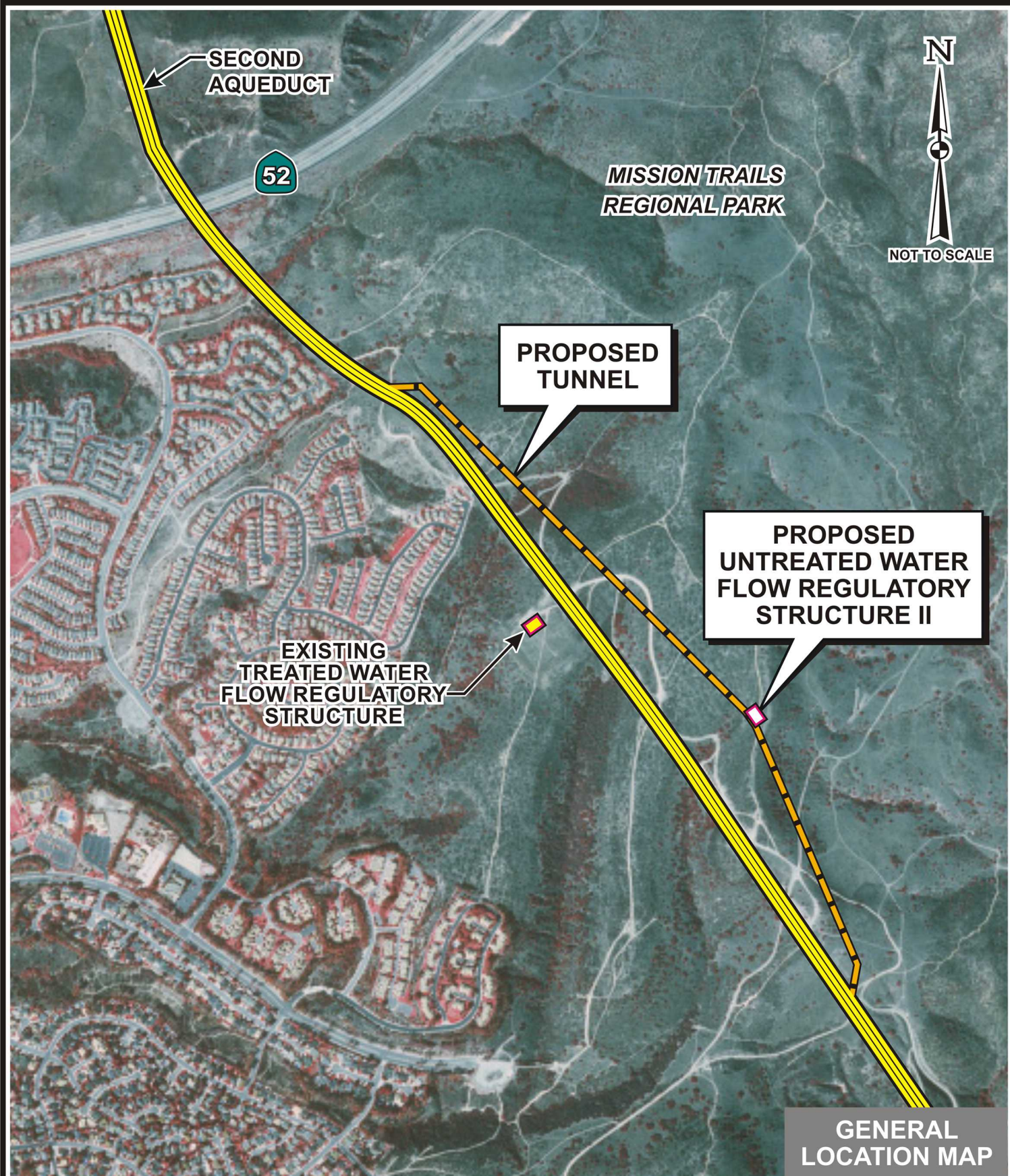


EXHIBIT D

References

San Diego County Water Authority Construction Management Manual, April 2003

San Diego County Water Authority Field Inspection Manual, April 2003

San Diego County Water Authority, General Conditions and Standard Specifications, 2005 Edition