



REQUEST FOR PROPOSALS  
FOR  
AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS DUE:  
AUGUST 21, 2025, AT 2:00 P.M.

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

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  - Engineering Standard Document 100, Construction Management Manual
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REQUEST FOR PROPOSALS  
FOR  
AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES

1.0 INTRODUCTION

The San Diego County Water Authority (Water Authority) is soliciting proposals from qualified firms to provide professional construction management services on an as-needed basis for a period of five years. The Water Authority may award up to four contracts of varying amounts for these services, which collectively will not exceed \$20,000,000.

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

2.0 WATER AUTHORITY BACKGROUND

The Water Authority was organized on June 9, 1944, to provide a safe and reliable water supply to its member agencies serving the San Diego Region. The Water Authority has 22 member agencies, consisting of 6 cities, 15 special districts, and Camp Pendleton Marine Corps Base. 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 approximate population of San Diego County is 3.3 million people, 95 percent of whom live within the Water Authority's service area. The service area lies within the foothills and coastal areas of the westerly third of San Diego County, encompassing approximately 951,000 acres.

3.0 PROJECT BACKGROUND

The Water Authority anticipates the need for professional construction management services on an as-needed basis to provide consultant staff to either augment Water Authority staff or independently manage construction projects. This could be from design inception, construction, to closeout through warranty.

4.0 SCOPE OF WORK

Contractor shall provide professional as-needed construction management services which may include construction field observation, resident engineer services, construction administrator services, and administrative support services.

One person within the Contractor's organization shall be assigned as the Contractor's Project Manager. If a contract is awarded, requests for service will be coordinated by the Water Authority

with the Contractor's Project Manager. Work for each project will be individually negotiated for a not-to-exceed amount based on the approved Attachment B, Payment and Fee Schedule, of Exhibit A, Sample Professional Services Contract. A written Task Authorization will be issued for each project defining scope of work, compensation, and schedule. No work shall begin without written Task Authorization from the Water Authority

See Request for Proposals, Exhibit A, Sample Professional Services Contract, Attachment A, Scope of Work, for details of the anticipated services.

## 5.0 PRE-SUBMITTAL ACTIVITIES

### 5.1 Questions Concerning the RFP

All questions regarding the RFP should be presented in writing by emailing Mike Vanoli at [mvanoli@sdewa.org](mailto:mvanoli@sdewa.org) as soon as possible, but no later than 5:00 p.m. on August 7, 2025. An addendum will be issued stating pertinent questions and answers.

### 5.2 Pre-proposal Meeting

A pre-proposal meeting will be held on July 28, 2025 at 9:00 a.m. in the Water Authority Board Room located at 4677 Overland Avenue, San Diego, CA 92123. The pre-proposal meeting is not mandatory, but interested Proposers are encouraged to attend.

### 5.3 Revisions to the RFP

The Water Authority reserves the right to revise the RFP before the date proposals are due. Revisions to the RFP will be issued as addenda and made available for download at BidNet's California Purchasing Group through a link on the Water Authority's Contracting Opportunities web page at <https://www.sdcwa.org/work-with-us/contracting-opportunities>. The Water Authority reserves the right to extend the date by which the proposals are due.

## 6.0 SUBMITTAL REQUIREMENTS

6.1 Submit one executed original, clearly marked on the cover, and four copies of the Proposal.

6.2 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

6.3 The Proposal must be received no later than 2:00 p.m., on August 21, 2025 at the office of:

SAN DIEGO COUNTY WATER AUTHORITY  
ATTN: Mike Vanoli  
4677 Overland Avenue  
San Diego, CA 92123

6.4 The Proposal shall be submitted in sealed package(s) with the following information clearly marked on the outside of each package:

- Name of Proposer
- RFP title
- Package number (e.g., 1 of \_\_, 2 of \_\_, etc.)
- The word “PROPOSAL” written or stamped in red

6.5 One copy of the Cost and Fee Schedule shall be submitted in a separate sealed package with the following information clearly marked on the outside of the package:

- Name of Proposer
- RFP title
- The words “Cost and Fee Schedule – Confidential” written in block letters

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

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

## 7.0 PROPOSAL REQUIREMENTS

Written proposals shall include the following:

### 7.1 General

7.1.1 The Proposal should be concise, well organized, and demonstrate the Proposer’s understanding of the work.

7.1.2 Proposers will be evaluated in accordance with Section 9.0 based on the information detailed in Section 7.2 below.

- 7.1.3 The Proposal shall not exceed 24 pages with a minimum font size of 11 point. The 24-page limit does not include front or back covers, table of contents, section dividers, staff resumes, Small Contractor Outreach and Opportunities Program requirements (Section 11.0), or the Cost and Fee Schedule. A page printed double-sided will be counted as two pages. An 11-inch by 17-inch sheet printed single-sided will be counted as two pages, and printed double-sided as four pages. Use of paper larger than 11 inches by 17 inches will not be accepted.

## 7.2 Contents

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

### 7.2.1 Executive Summary

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

### 7.2.2 Identification of Proposer

- a. Legal name and address of company.
- b. Name and address of principal place of business.
- c. Legal status of Proposer (sole proprietorship, partnership, corporation, joint venture, etc.). If corporation, identify state of incorporation. If joint venture or partnership identify the members of the joint venture or partnership and provide all information required under this section for each member.
- d. If Proposer is wholly owned subsidiary of a parent company, identify the parent company.
- e. Address(es) of office(s) located in San Diego County, if applicable.
- f. Number of years Proposer has maintained an office in San Diego County, if applicable.
- g. Number of employees in San Diego County, if applicable.
- h. Name, title, address, telephone number, and email address of person to contact concerning the Proposal.

### 7.2.3 Experience

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

### 7.2.4 Proposed Method to Accomplish the Work

Discuss Proposer's approach to the scope of work and provide a detailed discussion that demonstrates Proposer's understanding of the work.

### 7.2.5 Team Organization and Key Personnel

- a. Describe proposed contract organization, including key personnel and respective responsibilities. Indicate role and responsibilities of proposed prime Contractor and all subcontractors and the key personnel for each. The evaluation will consider the entire team; therefore, no changes in team composition will be allowed without prior written approval by the Water Authority.
- b. List licenses and certifications including but not limited to: a State of California Registered Professional Engineer's license; or a Certified Construction Manager Certification from the Construction Management Association of America.
- c. Use an organizational chart to describe the proposed Contract team organization, including key personnel and respective responsibilities. Indicate role and responsibilities of prime Contractor and all subcontractors.
- d. Provide detailed discussion of the experience of Proposer's Project Manager and other key staff members on contracts of similar size, capacity, and dollar value. For each similar contract, include client's name, contact person, telephone number(s), and email address(es).
- e. Describe Contractor's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.

#### 7.2.6 Previous Contracts with the Water Authority

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

#### 7.2.7 Example Project

For purposes of Proposal only, provide scope of work and staffing plan for an example prestressed concrete cylinder pipeline (PCCP) relining project lasting 10 months. Assume work includes clearing and grubbing, aqueduct isolation shutdown with bulkhead installations, portal development, liner can installation, grouting, mortar lining, portal closure section installations, restoring portals, aqueduct activation shutdown with bulkhead removals and public outreach to adjacent homeowners. Include all applicable personnel required for, construction management and field observation services for a typical PCCP reline project. Provide the following minimum information:

1. Position title(s) of each of Contractor's personnel;
2. Position title(s) of each of Contractor's subcontractor personnel;
3. Typical deliverables; and
4. Estimate of number of hours required for each identified member of Contractor's team.

#### 7.2.8 Addenda to this RFP

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

#### 7.2.9 SCOOP Documentation

The Proposer shall submit one original of the SCOOP documentation, clearly marked on the cover, and one copy, in accordance with Paragraph 11.5.1.

#### 7.2.10 Cost and Fee Schedule

- a. Provide base hourly rates, multiplier, total hourly rates, for individuals identified by classification and name, including those of subcontractors. List per mile travel costs (not to exceed IRS allowances) and any other costs



associated with performing the service. A 5 percent subcontractor markup may be allowed.

- b. Provide the results of external audits completed within the past two years establishing the Proposer'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 Proposer and each subcontractor.

- c. See Section 6.5 for Cost and Fee Schedule submittal requirements.

## 8.0 CONTRACTOR NOMINATION AND SELECTION PROCESS

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

## 9.0 EVALUATION CRITERIA

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

- 9.1 Understanding of Work and Purpose: 20%
- Responsiveness to RFP, including approach and methodology proposed
  - Appropriate level of detail in Proposal
  - Familiarity with problems likely to be associated with work
- 9.1 Technical Competence: 30%
- Technical/specialized qualifications of team
  - Experience of key personnel with similar work
  - Depth of technical expertise in firm
  - Provisions for technical and quality review
  - Familiarity with the Water Authority's system
- 9.2 Past Performance: 10%
- Technical quality of Contractor's and subcontractors' prior work
  - Demonstrated ability to meet schedules and control costs
  - Performance on Water Authority or other agency work
- 9.3 Organization and Schedule: 25%
- Commitment of key personnel
  - Financial capability and resources of firm
  - Flexibility to changes in scopes and schedules
  - Use of subcontractors relative to scope of work
  - Organization of information presented
  - Team member organization
- 9.4 Example Project: 15%
- Approach to scope of work
  - Familiarity with typical PCCP reline project
  - Appropriate identification and use of resources
- 9.5 Cost and Fee Schedule
- Cost and Fee Schedules of proposers that are interviewed will be opened and evaluated following the completion of the interviews.

## 10.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

The Water Authority anticipates that the process for nominating and selecting a Contractor, and awarding the proposed contract(s), will be according to the following tentative schedule:

- |      |                          |                               |
|------|--------------------------|-------------------------------|
| 10.1 | Advertise and issue RFP: | July 17, 2025                 |
| 10.2 | Pre-proposal Meeting:    | July 28, 2025                 |
| 10.3 | Proposal due date:       | August 21, 2025, at 2:00 p.m. |

- 10.4 Oral interviews: September 4, 2025  
10.5 Approval of Contract(s): November 20, 2025

11.0 SMALL CONTRACTOR OUTREACH AND OPPORTUNITIES PROGRAM (SCOOP) REQUIREMENTS

11.1 Policy

- 11.1.1 The Water Authority's SCOOP is designed to maximize participation of diverse, qualified, small contractors, consultants, and material suppliers seeking to do business with the Water Authority. Effective implementation of SCOOP is a requirement and award of a Contract will be determined, in part, by the Proposer's demonstrated effort in conducting effective outreach to small contractors. Failure to comply with the requirements herein may render the Proposal as nonresponsive.

11.2 Definitions

- 11.2.1 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 13 CFR 121 (as amended).
- a. The business may be certified as a Small Business utilizing the size criteria of 13 CFR 121 (as amended).
  - b. The business may also 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 13 CFR 121 (as amended), including the Metropolitan Water District of Southern California's Regional/Small Business Program certification.
  - c. The business may also be certified by the City of San Diego's Small Local Business Enterprise and Emerging Local Business Enterprise certifications.
  - d. A business certified as a Small Business or as a Disabled Veteran Business Enterprise by the California State Department of General Services, which satisfies all requirements contained in Paragraph 11.2.1 of this definition will be eligible to participate in the Water Authority's Program as a small business.

- 11.2.2 Vendor/Material Supplier: An individual, partnership, corporation, or other legal entity that provides equipment, materials, or supplies under an executed Contract.
- 11.2.3 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, and knowledge, and will share proportionately in the risks, losses, and profits of the association to complete a specified project.
- 11.2.4 Written Communication: Any handwritten or typed correspondence delivered by email, fax, or U.S. mail.
- 11.2.5 Proposer: Any person, firm, or corporation submitting a proposal for work.
- 11.2.6 Outreach Forms:
- a. Schedule A-1, Designation of All Subcontractors. Electronic versions of the SCOOP Schedule A-1 form can be found in Microsoft Word and PDF format at: <https://www.sdcwa.org/work-with-us/forms-information/?q=/forms-and-reports>.
  - b. Schedule A-2, Subcontracting Opportunities and Contact Log. Electronic versions of the SCOOP Schedule A-2 form can be found in Microsoft Word and PDF format at: <https://www.sdcwa.org/work-with-us/forms-information/?q=/forms-and-reports>.
- 11.2.8 Small Business Certification/Certification Information: A certification letter or documentation that verifies any Small Business Certification as defined in Paragraph 11.2.1. Certification Information for Small Business Certifications that meet the definition of Paragraph 11.2.1 may be listed in lieu of the Small Business Certification; this information will include the name of the certifying agency, the type of small business certification, the small business certification identification number, and the small business certification expiration date.

### 11.3 Outreach Resources Provided by the Water Authority

- 11.3.1 Outreach materials provided by the Water Authority shall be the primary source of outreach activity. Proposers are encouraged to supplement but not replace the Water Authority-provided outreach materials. Water Authority-provided outreach materials include:
- a. SCOOP List: This list shall be used as the primary source for outreach activity and consists of potential subcontractors and vendors/material suppliers specific to the Contract. The SCOOP List can be found in Exhibit D, SCOOP List. For each category of work identified by the Proposer as a subcontracting

opportunity in Schedule A-2, the Proposer will contact a minimum of two firms using Exhibit D, SCOOP List; BidNet Direct; or other small business database.

#### 11.4 Outreach Activity Requirements and Evidence of Fulfillment

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

Outreach Activity Requirements	
No.	Description
1.	<p>Identify work that can be subcontracted.</p> <p><u>Evidence of Fulfillment</u></p> <p>(i) <i>Complete and submit Schedule A-2 by entering:</i></p> <ul style="list-style-type: none"> <li>• <i>A description of each item of work solicited from subcontractors;</i></li> <li>• <i>Estimated cost of work, materials, or services;</i></li> <li>• <i>Percent of total fee; and</i></li> <li>• <b><i>Whether or not a subcontractor or vendor was selected for this subcontracting opportunity, and the reason for selection/non-selection.</i></b></li> </ul>
2.	<p>Notify firms on Exhibit D, SCOOP List, of subcontracting opportunities for each category listed on Schedule A-2.</p> <ul style="list-style-type: none"> <li>• Notifications must occur no fewer than seven 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).</li> <li>• Notifications shall name the Water Authority as owner; identify work available to subcontractors; Proposal due date; contact information including but not limited to telephone number, email, and name of contact; and all available times and locations where Request for Proposal documents may be viewed or downloaded.</li> </ul> <p><u>Evidence of Fulfillment</u></p> <p>(i) <i>Provide copies of letter and written communication (including email or fax) sent to firms on Exhibit D, SCOOP List, or on other sources identified by the Proposer.</i></p>

Outreach Activity Requirements	
No.	Description
	<p>(ii) <i>Complete and submit Schedule A-2 to document contact with small contractors, including:</i></p> <ul style="list-style-type: none"> <li>• <i>Name and title of each person contacted;</i></li> <li>• <i>Fax, email, and phone number of the company;</i></li> <li>• <i>Whether the firm submitted a Proposal to the Proposer; and</i></li> <li>• <b><i>If firm submitted a Proposal, reason the firm was not selected.</i></b></li> </ul>
3.	<p>Identify final selected team of subcontractors, vendors, and suppliers.</p> <p><u><i>Evidence of Fulfillment</i></u></p> <p>(i) <i>Complete Schedule A-1 by entering:</i></p> <ul style="list-style-type: none"> <li>• <i>All subcontractors, vendors, and suppliers that will be used on the work, including those that will perform work at less than .5 percent of the bid value and any known second-tier subcontractors.</i></li> <li>• <i>Company name and name of contact.</i></li> <li>• <i>Whether the company is a second-tier subcontractor or supplier, and if so, to which company.</i></li> <li>• <i>Mailing address, telephone number, email of contact, and whether the business location is the headquarters or a local office.</i></li> <li>• <i>A specific description of each item of work to be done or provided.</i></li> <li>• <i>Whether the business is a Small Business, Minority-Owned Business, Woman-Owned Business, and/or Veteran-Owned Business.</i></li> <li>• <i>The cost of work, materials, or services.</i></li> <li>• <i>Percent of total fee.</i></li> <li>• <i>Any small business certifications.</i></li> </ul> <p>(ii) <i>Submit Letters of Intent to all first tier Subcontractors/Suppliers/Vendors listed on the SCOOP Schedule A-1. (For example of letter, see:</i>  <a )"="" href="https://www.sdcwa.org/work-with-us/forms-information.">https://www.sdcwa.org/work-with-us/forms-information.</a><i>)</i></p>

## 11.5 Outreach Results: Reporting Requirements

11.5.1 Proposer shall submit the following SCOOP Documentation with the Proposal (refer to Section 7.0 for submittal requirement):

<b>Required Forms</b>	<b>Included</b>
Completed Schedule A-1	<input type="checkbox"/>
Completed Schedule A-2	<input type="checkbox"/>
Letters of Intent to all first tier Subcontractors/Suppliers/ Vendors listed on the SCOOP Schedule A-1	<input type="checkbox"/>
Copies of Small Business Certifications or Certification Information	<input type="checkbox"/>
Evidence of Contact with Small Businesses on Exhibit D, SCOOP List (examples: dated email, fax, or letter)	<input type="checkbox"/>

## 11.6 Subcontractor Substitution

11.6.1 Written Task Authorization from the Water Authority is required before substitution of any subcontractor. Subcontractors may be substituted based on the criteria below:

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

11.6.2 Complete the following for the Water Authority's review and approval of the proposed subcontractor/vendor/supplier substitution:

- a. Notify Water Authority as soon as practicable of potential to or actual need to substitute subcontractor/vendor/supplier listed on SCOOP Schedule A-1. Provide written communication between Contractor and subcontractor/vendor/supplier and reason(s) for substitution.
- b. Provide written documentation of steps taken to secure new subcontractor/vendor/supplier, including but not limited to the Water Authority's vendor registration system search(es) or other searches, contacts made and responses between Contractor and potential subcontractors/vendors/suppliers, California contractor's license copy, DIR registration copy, and reason(s) for selection/non-selection.
- c. Provide updated SCOOP Schedule A-1 to Water Authority upon Water Authority's approval of substitution.

## 11.7 Award of Contract

- 11.7.1 The Contractor's good faith outreach efforts will be reviewed by the SCOOP manager or designee prior to the award of a contract to determine whether good faith outreach efforts requirements were met.

## 11.8 Post-Award Monitoring

- 11.8.1 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:
- a. Ensure that each subcontractor and vendor/supplier is paid for acceptable performance within seven calendar days of receipt of payment from the Water Authority.
  - b. Ensure that subcontractors and vendors/suppliers perform the type of work and the quantity of work as specified in SCOOP Schedule A-1.
  - c. Provide the Water Authority with any additional reports, subcontracts, or other information deemed necessary for determining Contractor's compliance with its subcontracting commitment.
  - d. Maintain all reports and corresponding information for a period of no less than three years after the completion of the Contract, or until such time a program audit has been completed on the Contract by the Water Authority, whichever occurs first.

## 11.9 SCOOP Noncompliance

- 11.9.1 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:
- a. Withholding progress payments until the Water Authority deems the Contractor to be in compliance.
  - b. Withholding an amount equal to the unmet portion of the amount contracted to the subcontractor, vendor, or supplier in question.
  - c. Suspension or debarment pursuant to the Water Authority's Administrative Code, Chapter 4.12, Section 4.12.020.



d. Termination of the Contract.

12.0 SPECIAL CONDITIONS

12.1 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 a contract to the Proposer(s) determined to offer the quality, standards, and prices most advantageous to the Water Authority.

12.2 Public Records

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

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

12.3 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.

12.4 Additional Information

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

12.5 Conflict of Interest

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

their proposed subcontractors. Refer to Exhibit A, Sample Professional Services Contract for additional information.

12.6 Public Information

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

12.7 Professional Services Contract

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

12.8 Insurance Requirements

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

12.9 Public Agency Clause

It is intended that any other public agency as defined by Cal. Gov. Code section 6500 if authorized by its governing body, shall have the option to participate in any award made as a result of this solicitation at the same prices, and terms and conditions. This option, if awarded, shall extend for the term of the Contract with the Water Authority, and shall be subject to the successful Contractor's acceptance. Public agencies participating shall accept sole responsibility for entering into contracts, the placing of orders, arranging for delivery and/or services, and making payments to the successful contractor. The Water Authority will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

12.10 Noncollusion

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

partnership, company, association, organization, or to any member or agent to effectuate a collusive or sham proposal.

## **EXHIBIT A**

### **Sample Professional Services Contract**

# SAMPLE 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 as-needed construction management services, as more fully described in Attachment A, Scope of Work.

## 3. PAYMENT:

(a) Payment for services. The Water Authority will pay for services satisfactorily performed in accordance with this Contract according to the payment and fee schedule and requirements contained in Attachment A, Scope of Work, and Attachment B, Payment and Fee Schedule.

(b) Reimbursement of expenses. Contractor will be reimbursed for approved actual, reasonable, and necessary expenses incurred in the performance of services in accordance with the expense reimbursement schedule included in Attachment B, Payment and Fee Schedule.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$\_\_\_\_\_.

(d) Invoices. Contractor shall submit invoices for services on a monthly basis to the Engineering Contracts Group at [Eng-Contracts@sdewa.org](mailto:Eng-Contracts@sdewa.org). The Water Authority generally will process and pay invoices within 30 days from receipt. Each invoice shall show the amount of services rendered during the invoice period and the fee for such services. If the Water Authority authorizes reimbursement of expenses, Contractor shall submit monthly invoices for such expenses, including full documentation of each expense incurred. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to the Water Authority for establishing the basis of an invoice for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow Water Authority representatives to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.

## 4. TIME FOR PERFORMANCE:

(a) Contractor shall complete all services by \_\_\_\_\_.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond

Contractor's reasonable control, such as war; riots; strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown 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. Contractor acknowledges and agrees that it shall not be entitled to any additional compensation for an extension of time for unforeseen circumstances.

## **5. COMPLIANCE WITH APPLICABLE LAWS AND STANDARD OF PERFORMANCE:**

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with all applicable federal, state, and local laws and regulations relating to services provided under this contract. Contractor also agrees to comply with the requirements of the following Water Authority document: Engineering Standard Document 100, Construction Management Manual. Whenever the scope of work requires or permits approval by the Water Authority, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its officers, employees, agents, or subcontractors. By delivery of completed work or services, Contractor certifies that the work or services conform to the requirements of this contract and all applicable federal, state, and local laws. If Contractor is retained to perform work or services requiring a license, certification, registration, or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this contract.

## **6. INDEPENDENT CONTRACTOR:**

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

benefit of the Water Authority. Contractor agrees that any officer, employee, agent, or subcontractor whom Contractor engages to do services or work under the scope of this contract shall be made aware of this contract and shall agree in writing to abide by the provisions of this section.

## **7. ASSIGNMENT:**

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

## **8. SUBCONTRACTORS AND CONTRACTOR EMPLOYEES:**

Contractor shall perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the Water Authority and in compliance with provisions of the Water Authority's Small Contractor Outreach and Opportunities Program, if the Water Authority determines that the program provisions are applicable. Contractor is responsible to the Water Authority for the acts and omissions of Contractor's officers, employees, agents, and subcontractors, and of the subcontractor's officers, employees, and agents in performance of services under this contract. Nothing contained in this contract shall create any contractual relationship between any officer, employee, agent, or subcontractor of Contractor and the Water Authority.

## **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 officers, agents, employees, subcontractors, and contractors that are included in this contract.

(b) Limitation of Water Authority Liability. Any 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 or services under this contract. Neither Contractor nor Contractor's officers, employees, agents, or contractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to employees of the Water Authority. The Water Authority will not make any federal or state tax withholdings on behalf of Contractor. The Water Authority shall not be required to pay any workers' compensation insurance on behalf of Contractor.

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

this contract. The obligations in this section are continuing obligations of Contractor that survive the Contractor's completion of services, and expiration and termination of this contract.

## **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, gender, gender identity, gender expression or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly deny an Authority opportunity or benefit, discriminate against or harass, any Authority employee, applicant for employment, contractor, vendor, or recipient of Authority services on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, gender, gender identity, gender expression or other status protected from workplace discrimination by state or federal law. Authority officers, employees and Contractors shall not knowingly give preferential treatment to any applicant for employment, bidder, contractor, vendor, or recipient of Authority services on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

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

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

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

(b) Employment-related Laws and Programs. 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 Contractor's completion of the services, and the expiration, and termination of the contract.

#### **11. CONDUCT AND BEHAVIOR AT WATER AUTHORITY PROPERTY:**

If Contractor and Contractor's officers, employees, agents, licensees, and subcontractors are on Water Authority property, they shall comply with the Water Authority's Substance-free Work Place Policy, Information and Communications Systems Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the services or 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 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 or services 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. Contractor warrants that it has systems in place to assure its compliance with applicable state and federal laws relating to the collection and management of personal and confidential information.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of any work or service 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 any work or service 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 or services under this contract unless such disclosure is specifically authorized in writing by the Water Authority.

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

(d) Survival. Contractor's obligations under this section shall survive the expiration and 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. § 18700.3, subdiv. (a)(1), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18700.3, subdiv. (a)(2).

(b) Disqualification. Contractor shall not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this Contract. Contractor shall not have such interest during the term of this Contract. Contractor shall 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:**

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the Water Authority, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its

liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

## **19. INSURANCE:**

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract, from insurance companies authorized to do business in the State of California, as set forth in this section. Professional Liability insurance shall be maintained for 60 months following completion. 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 \$4,000,000 general aggregate and \$2,000,000 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 \$2,000,000 per claim.

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

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

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

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

Contractor's insurance is primary to any other insurance available to the Water Authority with respect to any claim arising out of this contract. 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 shall 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 Contract Manager and Water Authority Risk and Safety Manager 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 and Safety 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; and (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 this contract, or abandon any portion or all of the work or services under this contract, for convenience by giving 10 days' written notice to Contractor. 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 will pay Contractor for work or services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all work or services or by task and termination occurs before completion of the work or services 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 or services 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.** 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, and if Contractor is not in default or breach of this contract, Contractor may terminate Contractor's obligation to provide further services under this contract upon 30 days' written notice to the Water Authority.

**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 section is intended to affect the limitation on assignment.

**24. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:**

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 work or services that is lost or damaged by Contractor or Contractor's officers, employees, agents, or subcontractors.

**25. ELECTRONIC COMMUNICATIONS:**

During the term of this contract, communications may occur through sending, receiving, or exchanging electronic versions of documents and emails 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 email scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

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

**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 Valerie Airey, 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 the designated Project Manager for purposes of this contract. 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: Neena V.S. Kuzmich, Director of Engineering

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_ (Project Manager)

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

(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 this 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 individual(s) executing this contract on behalf of Contractor represent and warrant that they have the legal capacity and authority to do so on behalf of Contractor. This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which shall be deemed to be an original when executed, and all of which taken together shall constitute one and the same instrument.

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

DATED: \_\_\_\_\_

San Diego County Water Authority

\_\_\_\_\_  
By: Valerie Airey  
Principal Construction Manager

Contractor

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

Approved as to form:  
San Diego County Water Authority

By: \_\_\_\_\_  
Michael J. McDonnell  
Assistant General Counsel

## **ATTACHMENT A**

### **SCOPE OF WORK**

Perform as-needed construction field observation, resident engineer services, construction administrator services, and administrative support services for various Water Authority projects. All field observers must be qualified to verify compliance with the Plans and Specifications regarding construction methods, equipment, standards, workmanship and quality, and quantity of materials involved. The project manager, resident engineers, construction managers, and field observers must have the appropriate license or certification when required by the Water Authority's Contract Manager. License and certification requirements include but are not limited to: a State of California Registered Professional Engineer's license; or a Certified Construction Manager Certification from the Construction Management Association of America.

Work in conjunction with Water Authority staff, other construction management contractors, or other contractors as required by the Water Authority to ensure contract compliance on projects.

The Water Authority anticipates requiring five field observers during the Contract term to perform construction field observations at any given time. All field observers shall be available on an on-call basis, which means the field observer will be able to respond within 48 hours from the time of requested services.

The Water Authority anticipates requiring two construction administrators, two resident engineers, and two Document Control Specialists to be available at any given time. The Contractor's staff may be required to work and provide services at the Water Authority's Project site office. Similarly, these resources shall be available on an on-call basis, including providing services within 48 hours of a request.

Provide personal computers, mobile hot spots, cameras, and other equipment necessary for Contractor staff assigned to projects to perform their tasks. Provide Microsoft Office 365 accounts purchased through Microsoft for staff assigned to projects.

Labor and service requirements will fluctuate on an as-needed basis according to the Water Authority's needs. Work shifts and schedules will vary according to workload and assignments. The Water Authority does not imply or expressly guarantee the amount of labor or services required.

One person within the Contractor's organization shall be assigned as the Contractor's Project Manager. The Water Authority will coordinate requests for services with the Contractor's Project Manager. Work for each project will be individually negotiated based upon the Contract's approved fee schedule for a not-to-exceed amount. The Water Authority will issue a Task Authorization for each project defining the scope of work, compensation, and schedule. For each new or amended task authorization, provide a cost proposal broken out by month for the task duration and amount of the work to be completed. Coordinate processing of contracts and amendments with the Water Authority's Contract Manager. Ensure that all Contract actions are taken before work being performed. Schedule and attend monthly meetings with the Water

Authority's Contract Manager to review Task Authorization progress. Provide the following on a monthly basis for each task authorization:

- Actual cost to date
- Percent expended; actual cost divided by total cost proposed
- Cost to complete the remaining work

Provide services in accordance with this Contract and upon written Task Authorization of the following tasks:

1.0 Construction Field Observation

- 1.1 Provide field observation to ensure compliance with construction Contract Documents regarding construction methods, equipment, standards, workmanship and quality, and quantity of materials involved.
- 1.2 Confer with the construction contractor's field representative regarding work or materials that deviate from construction Contract Documents and ensure that approved corrective measures are applied.
- 1.3 Observe and verify delivered materials in the field.
- 1.4 Review survey data and procedures to see that line, grade, and locations have been properly established, and that they are followed during construction.
- 1.5 Monitor construction blasting within the aqueduct right of way for compliance by third parties for seismographic monitoring and particle velocity in accordance with the construction Contract Documents.
- 1.6 Confer and coordinate with member agencies or other public entities regarding the repair, design, field observation, and/or administration of construction projects.
- 1.7 Schedule, conduct, or attend meetings, as requested.
- 1.8 Provide minutes of construction field meetings for documentation within two working days.
- 1.9 Coordinate with other Water Authority staff regarding the repair, design, field observation, and/or administration of construction projects.
- 1.10 Review Plans, Specifications, and Shop Drawings, noting errors, omissions, and potential problems. Present findings to the Water Authority.
- 1.11 Provide information and direction to the Water Authority and construction contractor staff when coordinating field construction activities.

- 1.12 Prepare Daily Observation Reports on Water Authority forms or approved format. Include date, day of week, and weather conditions; record activity, labor, and equipment performing work by activity; provide a description of work being performed for trenching and excavation; give a general description of the soil; record any instructions issued to the construction contractor, any construction or safety issues, any corrections that were completed from previous day's work, any visitors such as contractors and regulatory agencies, and any incident(s), and attach incident report. Complete reports and present to the Water Authority for review within two working days.
- 1.13 Maintain a working set of as-built record drawings. Update as-built record drawings with RFIs, field orders, change orders, and approved submittal responses daily or as these documents are approved. Review monthly with assigned Construction Management team members. Prepare a final set of record drawings and specifications; submit to the Water Authority within two weeks of project completion.
- 1.14 Make estimates of the quantity of construction completed.
- 1.15 Maintain photographic documentation for each project. Store and label all photographs in the project files within two working days.
- 1.16 Provide safety siphon personnel when requested.
- 1.17 Review construction contractor submittals and requests for information. Provide recommendations on submittals, construction methods, and construction contractor requests for substitutions of materials. Provide recommendations to the Water Authority with required written comments within the timeframe specified by the Water Authority.
- 1.18 Notify the Water Authority immediately, in writing, of any violations of safety rules or any other Contract requirements. Provide written documentation for presentation to the construction contractor.

## 2.0 Review Geotechnical Reports, Request for Information, and Submittals

- 2.1 Review project plans, specifications, permits, and geotechnical reports prepared for various projects. Review other pertinent background reports. Provide recommendations on reviewed items.
- 2.2 Review construction contractor submittals and requests for information on modifications of slope grading, foundation stabilization, backfill placement and compaction, concrete and asphalt mix designs, aggregate gradations, erosion control, dewatering, and associated geotechnical materials and construction methods required for the completion of the work. Provide recommendations on submittals,

construction methods, and construction contractor requests for substitutions of materials. Submittals and request for information shall be reviewed and returned to the Water Authority with required written comments within the timeframe specified by the Water Authority.

- 2.3 Review excavation system protection plans for trenches and structures submitted by the construction contractor for the individual projects and trench-shoring modifications, and provide written recommendations regarding the construction contractor's application of the plans throughout the construction operation.

### 3.0 Resident Engineer Services

- 3.1 Prepare project correspondence and other forms of communication in accordance with Water Authority document formatting standards and the Water Authority's Construction Management Manual.
- 3.2 Manage the receipt, logging, control, tracking, and timely processing of all project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process. Document the receipt and sending of all project communication in an electronic log, and then promptly distribute to the Water Authority and other applicable parties. Verify all documents are sent to the project files in accordance with Water Authority's current file management system.
- 3.3 Schedule and conduct weekly construction progress meetings with the construction contractor and the Water Authority. Provide meeting agendas and discuss items outlined in the Contract Documents including the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, status of change orders, submittals, Requests for Information, safety issues, Occupational Safety and Health Administration visits and citations, and other topics. Identify action items and assign responsibility for the action and date the action is to be completed. Prepare minutes of the meetings in a format acceptable to the Water Authority and include identified action items. Review the minutes and action items with the Water Authority before issuing to the construction contractor. Review the meeting minutes with the construction contractor and obtain the construction contractor's concurrence with the content. Distribute the minutes to the attendees within three calendar days of the meeting, or as directed by the Water Authority's Contract Manager.
- 3.4 Conduct Project team coordination meetings weekly or as often as necessary to discuss and resolve issues relating to the management of the Project. Document the meetings and record action items assigned to Project team members. Project team members may include Water Authority and other contracted staff, as well as the construction contractors involved with the Project.

- 3.5 Review the list of submittals supplied by the Design Engineer and prepare a master submittal list from the assigned project's construction Contract Documents. Separately identify the submittals required from the construction contractor at the Pre-construction Conference for each construction contractor.
- 3.6 Review submittals received from the construction contractor for conformance with the construction Contract Documents. Check each submittal against the construction contractor's schedule for potential impacts. Provide written comments on the submittal and return to the construction contractor as specified in the construction Contract Documents. Coordinate the review of submittals with Water Authority Departments and Project team personnel. Distribute submittals to appropriate reviewers with dated transmittals.
- 3.7 Review and respond to construction contractor Request for Information (RFIs). Review and draft appropriate responses to RFIs and present them to the Water Authority for review. Distribute RFIs to appropriate staff, and Engineer of Record when applicable, and coordinate timely responses. Review reviewer comments and prepare a formal response to the construction contractor to meet schedule requirements. Record changes in the record specifications and drawings.
- 3.8 Prepare non-compliance reports and forward to the construction contractor within one working day. Coordinate the resolution of non-compliance with the construction contractor, field observer, Engineer of Record, and the Water Authority. Provide verbal notice to the construction contractor before issuing non-compliance reports.
- 3.9 Review and respond to requests for design revisions by the construction contractor, Engineer of Record, and the Water Authority. Responses to requests for design revisions require prior written approval from the Engineer of Record and the Water Authority. Revisions may take the form of value engineering that requires research, evaluation, and recommendation from the construction contractor. Provide written recommendations and cost estimates, as required. Following written approval from the Water Authority and Design Engineer, issue Request for Proposals to the contractor.
- 3.10 Initiate and review field orders as appropriate. Issue the field order to the construction contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record Contract Documents. If required, follow up with a change order as directed by the Water Authority's Construction Manager.
- 3.11 Coordinate evaluation of "or-equal" or product substitution requests with Water Authority staff, Engineer of Record, vendors, manufacturers, and others. Prepare evaluation and recommendation in accordance with Water Authority format for "or-equal" or product substitution requests.

- 3.12 Oversee, perform, and coordinate construction management daily. Prepare reports, letters, and memoranda; conduct meetings; coordinate subcontractor, testing, and specialty services; review daily observation reports, and identify and resolve nonconforming items; notify the Water Authority of significant problems and discrepancies; interpret drawings, specifications, and referenced standards; monitor construction activities and schedules; resolve constructability issues; prepare change orders; review and notify the construction contractor of test results; investigate claims; perform field observations; review the construction contractor's project record drawings periodically and concurrently with construction contractor progress payments to ensure accuracy and consistency with the Contract Documents; prepare project punch lists; and perform all other duties related to construction management as requested by the Water Authority.
- 3.13 Lead resolution of day-to-day construction issues. Coordinate with the Water Authority and construction contractor on technical issues and concerns, as well as interpretation of the project Contract Documents. Interface with the Water Authority and Engineer of Record as appropriate for resolution of technical issues, processing of change order requests, or design changes to suit actual conditions encountered in the field.
- 3.14 Review construction contractor's schedules in accordance with the construction Contract Documents. Perform a construction contractor resource analysis as part of the schedule review. Confirm whether too many or too few resources will be available for an activity.
- 3.15 Review and coordinate approval of the assigned project's Schedule of Values. Provide monthly updates of project cash flow curves and data to the Water Authority. Conduct monthly schedule and progress payment meetings with the construction contractor. Work with the construction contractor to have pay requests ready for Water Authority processing by the first of each month. Coordinate the review of the construction contractor's monthly progress payment request with Water Authority staff and prepare a recommendation stating the proper amount of payment. Use the Schedule of Values and actual quantities installed as a basis for the recommendation. Verify the Contractor has updated the as-built drawings at the progress payment review meeting.
- 3.16 Identify and track all potential changes to the work. Prepare, log, and monitor all construction contractor or Water Authority initiated changes to the work, extra work, and change orders. Coordinate review of construction contractor's proposals and change order requests with appropriate staff. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change, background leading to issue, and resolution alternatives and resolution recommendation for action by the Water Authority. Prepare change orders in the Water Authority's format as directed by the Water Authority's Contract Manager.



- 3.17 Investigate claims for damages by private parties and respond in writing as directed by the Water Authority's Construction Manager.
- 3.18 Coordinate all necessary aqueduct shutdowns with the construction contractor and the Water Authority's Operations and Maintenance Department. Aqueduct shutdowns are required to complete connections to existing Water Authority facilities and typically are scheduled November to May. The Operations and Maintenance Department is responsible for coordinating all aqueduct shutdown activities. The Operations and Maintenance Department has developed specific safety measures that are to be implemented during a shutdown, including safety siphon personnel. Prepare shutdown staffing plans and schedules to ensure complete coverage of the work. Provide daily updates to Water Authority staff as directed. Attend coordination meetings and provide minutes for distribution.
- 3.19 Maintain a working set of as-built record drawings. Update as-built record drawings with RFIs, field orders, change orders, and approved submittal responses daily or as these documents are approved. Review monthly with assigned Construction Management team members. Prepare a final set of record drawings and specifications; submit to the Water Authority within two weeks of project completion.
- 3.20 Maintain photographic documentation for each project. Store and label all photographs in the project files within two working days.
- 3.21 Take videos and photographs of pre-construction site conditions to document and clearly depict pre-existing conditions. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
- 3.22 Provide backup support for Field Observer and Document Control Specialist when required, fulfilling all duties and responsibilities specified.
- 3.24 Provide assistance with the startup activities including, but not limited to, the following:
  - 3.24.1 Operator Training. Coordinate operator training for 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.
  - 3.24.2 Electrical and Instrumentation Startup. Coordinate the installation, field observation, and testing of all electrical and instrumentation equipment with the Water Authority's Operations and Maintenance Department, and other parties. Confirm construction contractor's performance of electrical/instrumentation system checks to confirm system is in compliance with the requirements of the Contract Documents. Coordinate

electrical equipment start-up and training sessions with construction contractors and supplier representatives.

- 3.24.3 Major Equipment Startup. Coordinate the installation, field observation, and testing of major equipment with the Water Authority, Design Engineers, and other parties. Coordinate the field testing of major equipment under operating conditions to demonstrate efficiency, performance, and full compliance with the construction Contract Documents, as required.
- 3.24.4 Operations and Maintenance Manuals. As requested by the Contract Manager, assist in the coordination, assimilation, and preparation of Operation and Maintenance Manuals for each facility as provided by the Engineer of Record and construction contractor in hardcopy and electronic formats.
- 3.24.5 Prepare written summary reports, as requested, documenting startup activities.

- 3.25 Prepare detailed project work to be completed and punch lists near completion of a phase or completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through and project review before the acceptance of work with the affected Water Authority Departments and other parties as directed by the Contract Manager. Verify that work, testing, and cleanup are complete.
- 3.26 Recommend acceptance of the work in writing in preparation of the Notice of Completion, the Water Authority's Internal Notice of Completion, and other closeout documentation as directed by the Water Authority's Contract Manager.
- 3.27 Recommend 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 before making the final payment. Obtain a Conditional Waiver and Release on Final Payment from the construction contractor before recommending release of retention.

#### 4.0 Community Outreach Services

- 4.1 Coordinate with and provide project information to the Water Authority's Public Affairs staff and/or contractor retained for community outreach services.
- 4.2 Document all inquiries or complaints and forward to Public Affairs staff immediately following the inquiry.

- 4.3 Identify stakeholders and prepare notices for project events and milestones such as start of construction, blasting, and road disruptions. Notices shall include specific information about the project and the Water Authority. Notices shall also include a contact name and number. The Water Authority Contract Manager and Public Affairs staff will review such notices and approve in writing the distribution list before mailing or delivery.
- 4.4 Attend community and other public meetings or other meetings as requested. Prepare remarks and presentations for meetings as requested.
- 4.5 Assist the Water Authority's Public Affairs Department and/or contractor retained for community outreach services with conducting tours of the project site for stakeholders such as Water Authority and contractor staff, project neighbors, Water Authority member agency staff and Board members, Water Authority Board members, elected officials and their staff, and others as requested.
- 4.6 Coordinate media activities, scheduled or emergency-related, with the Public Affairs Department and/or contractor retained for community outreach services. Follow the Water Authority's established guidelines for working with the media.

## 5.0 Administrative Support Services

- 5.1 Perform clerical, filing, and other administrative assignments in accordance with Water Authority practices. The Document Control Specialist shall possess the ability to prepare spreadsheets and correspondence. The Document Control Specialist shall have knowledge of office administration, practices, and procedures, and must be proficient in web-based document control and current software used by the Water Authority. The Water Authority's current standards are Windows 11 Pro, Microsoft Office 365 E3, the latest version of Adobe Acrobat Professional, and FACS Construction Management Software.
- 5.2 Prepare agendas for and take minutes at weekly meetings and additional project meetings, as requested. Route meeting agendas and minutes to Construction Manager for review, and incorporate revisions into final version. Send weekly construction progress minutes to the construction contractor for signature. Distribute final agendas and minutes by email to the Water Authority and other applicable parties.
- 5.3 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, reports, manuals, and samples received as part of the construction process. Document the receipt and sending of all project communication in an electronic log, and promptly distribute to the Water Authority and other applicable parties. File all communication in the project files.

- 5.4 Maintain the project file system in accordance with Water Authority standards, practices, and procedures. This includes adhering to and maintaining the project file plan.
- 5.5 Meet with Water Authority staff, as directed by the Water Authority, to review status of documentation and files, and make corrections, to comply with the Water Authority's Construction Management Manual and administrative filing system.
- 5.6 Support Water Authority staff in auditing project files. Complete audits quarterly, as needed, or as requested.

5.6.1 General audit functions include, but are not limited to the following:

- a. Verify files listed in the Water Authority's record management database are accounted for through coordination with Water Authority staff.
- b. Review logs for correspondence, non-compliance reports, field orders, requests for information, submittals, site visitor log, and preliminary/stop notices.
- c. Ensure that weekly construction progress minutes are signed and accepted by the construction contractor.
- d. Ensure footers and file codes are indicated on the left-hand bottom part of document.
- e. If physical documents are generated, confirm these are submitted to the Water Authority.
- f. Provide a summary of audit findings and actions or connections needed, if any, to the Water Authority's Contract Manager and Supervising Management Analyst.

5.6.2 Perform submittal audits as follows:

- a. Ensure that submittals listed in the submittal-tracking log or Project Master Submittal List are accounted for, including files for both the original submittal and submittal response in each submittal folder.
- b. Ensure that submittals are returned to construction contractor as specified in the project's construction Contract Documents.
- c. Verify that return date and disposition match the information on the submittal log.
- d. Verify reviewer comments are included in the submittal file.

6.0 Construction Administrator Services

- 6.1 Provide lead project individuals, who bear overall project responsibility and report directly to a Water Authority Principal or Construction Manager. Construction Administrator shall have a minimum of 10 years' experience managing large civil projects with a construction value exceeding \$10 million.

Construction Administrator leadership attributes require effective understanding of managing blended construction management teams; the interdependence of supporting technical disciplines; development of trust, commitment, and accountability within the project team and stakeholders; decisiveness; and the ability to effectively identify and resolve differences. Construction Administrators shall be accountable for achieving project goals and objectives through management of each technical discipline needed to complete the Project.

- 6.2 Coordinate with the Water Authority Principal or Construction Manager to develop strategies and action plans, and update Project delivery plans ensuring the Project meets scope, budget, and schedule. Construction Administrators manage the day-to-day requirements of the Project and be responsible for Project cost-scheduling and subsequent execution. They provide clear definition, standardization, and compatibility of facility parameters, scope, and division of work for each technical discipline; provide clear performance indicators and improve processes; perform financial management including variance analysis and activate corrective actions, cash flow projections, cost control, and Project risk assessment to identify and counteract risks that affect budget and schedule; and oversee document and file control.
- 6.3 Prepare Project correspondence, Board memorandums, Project Management reports, Annual Reports, Biannual Reports, and other forms of communication in accordance with Water Authority document formatting standards and as requested by the Water Authority.
- 6.4 Coordinate with administrative staff to ensure that all documentation is filed in accordance with Water Authority standards, practices, and procedures.
- 6.5 Conduct Project team coordination meetings monthly or as often as necessary to discuss and resolve issues relating to the management of the Project. Document the meetings and record action items assigned to Project team members. Project team members may include Water Authority and contractor staff.
- 6.6 Provide backup support for Resident Engineer, Field Observer, and Document Control Specialist when required fulfilling all duties and responsibilities specified. Services that may be required include, but are not limited to, project management, blast monitoring, scheduling, constructability review, construction site safety audit, cost estimating using HeavyBid software, bid evaluation, bid award support, Qualified SWPPP Practitioner services, Qualified SWPPP Developers services, field observation support services, and Regional Water Quality Control Board compliance services.
- 6.7 Use Contract tracking sheets, variance reports, contingency tracking spreadsheets, and other project management tools to track fiscal year appropriation execution, and overall Project budget. Coordinate with the Water Authority's Contract Manager and other Project team members to update Project costs and schedule on

a monthly basis. Work with Water Authority's Contract Manager, Construction Manager, and other Project team members to track construction progress versus baseline schedule and budget. Work with the Water Authority's Contract Manager and other team members to identify and document variances and develop action plans to recover schedule and/or budget.

6.8 Prepare and present weekly Project progress and management update meetings with the Water Authority Principal or Construction Manager. Provide a written list of Project work, schedule, change orders, and issues with action plans for resolution and a record of attempted resolution.

6.10 Make presentations to the Water Authority's Board of Directors or other public presentations, as requested.

## 7.0 Miscellaneous Services

7.1 Provide memorandums and other forms of communication prepared in accordance with Water Authority document formatting standards.

7.2 The Water Authority recognizes that the Contractor may need other miscellaneous services that are dependent on construction means and methods or unanticipated field conditions. Identify in writing and request the Water Authority's permission to use specialty subcontractors at the time of submitting a proposal for each task authorization. Staff additions shall be requested at least five working days before using such services.

**ATTACHMENT B**  
**PAYMENT and FEE SCHEDULE**

*[DRAFT; FINAL TO BE NEGOTIATED WITH SELECTED CONTRACTOR]*

1. Services Not-To-Exceed Fee – The total of all written Task Authorizations shall not exceed \$\_\_\_\_\_. Each written Task Authorization shall include specific Tasks from Attachment A, Scope of Work, a not-to-exceed fee, and schedule to complete. Work shall begin only when a written Task Authorization is given by the Water Authority. Contractor shall manage the costs inclusive of project resources, and other direct costs to ensure completion of all work. The Water Authority will not make payments in excess of the authorized amount.
2. Compensation and Rates –
  - a. Compensation shall be for actual hours worked and includes direct assignment time performing the authorized task(s), assignment preparation time, and report writing time. Travel to and from the job site will not be allowed as chargeable time.
  - b. No payment will be made for classifications not specifically included in the Labor Rate Tables. Submit requests to add classifications to the Labor Rate Tables in writing per Item 6, Notification by Contractor section below. Classifications may perform work only after written approval from the Water Authority.
  - c. Personnel for each classification shall be submitted to the Water Authority for approval before work is performed. No personnel shall be added or substituted without written consent of the Water Authority. Notify the Water Authority in accordance with Item 6, Notification of Contractor section below and include starting date, name of personnel, classification, base hourly rate, multiplier, and total hourly rate. Base hourly rates shall not include any fringe benefits or payroll taxes, retirement pay, or other items included in the multiplier. The Water Authority will maintain a list of approved personnel.
  - d. Labor:
    - 1) Invoice personnel performing work in classifications at their Total Hourly Rates (actual base hourly rate times multiplier, as approved in writing by the Water Authority).
    - 2) The maximum hourly billable rate shall not exceed \$350 for the term of the Contract.
    - 3) There are no minimum workday provisions.
3. Rate Increases –
  - a. Labor:
    - 1) Labor rates for classifications are shown in Labor Rate Tables and are valid until August 31, 2026. Thereafter, labor rate increases may be requested annually each September thereafter. Rate increases request shall be submitted within 30 days from effective date to [Eng-Contracts@sdewa.org](mailto:Eng-Contracts@sdewa.org). The effective date shall be no sooner than September 1<sup>st</sup> of each year. Unless otherwise required by law, revised rates shall remain in effect until an increase is approved in writing. Rate increases requests or

approval shall not be compounded. Rate increase approvals will not be applied retroactively.

- 2) Unless otherwise required by law, requested labor rate increases shall not exceed the annual average of consumer price index for labor in the San Diego area or 4.5 percent, whichever is less. Timely notify Water Authority of such wage adjustments in accordance with Item 6, Notification by Contractor requirements stated below.
- b. Rate increases shall not change the contract amount, or any Task Authorization amount or fee.
- c. A change in classification for approved personnel that would result in an hourly rate increase above the limit specified in the Labor Rate Tables must be submitted to the Water Authority for written approval before any work is performed under the new classification at the new hourly rate. If Water Authority determines previously approved personnel's new classification is not required, Contractor shall submit personnel at the previously held classification for Water Authority's approval.
4. Other Direct Costs – Compensation for other direct costs incurred under this Contract includes and is limited to costs listed in the Other Direct Costs section herein. The Water Authority will not pay a markup on Contractor's other direct costs. All other costs not listed in Other Direct Costs section are covered in approved rates and will not be reimbursed separately. A 5 percent markup is allowed for total subcontractor charges, which includes subcontractor labor and subcontractor other direct costs.
5. Invoices – Submit a single invoice monthly for services performed during the preceding month, organized by Task Authorization. Payment for work may be withheld if not submitted within one billing cycle of performing the work or services, or as requested by the Water Authority. Prepare and submit a clear, complete, legible, and approvable invoice each month. More than one Task Authorization may be listed in each invoice. Assign one invoice number to the entire invoice packet. Invoices shall be organized and include the following:
  - a. Contract number.
  - b. Certification signed by the Contractor's Project Manager stating:  
"I hereby certify that all charges, including all subcontractor charges, are in conformance with the terms of this contract."
  - c. Task Authorization number, with each of the following elements:
    - 1) Name, classification, total hourly rate, billing period of work performed.
    - 2) List other authorized direct costs separately. Provide the following:
      - a) Copies of invoices of all approved subcontractors and other direct costs.
      - b) Detailed, legible receipts for other direct costs.
      - c) Approved travel authorization forms. Consolidate each travel expense request for reimbursement into one month's invoice and do not spread over several months' invoicing.



- d. A summary of each Task Authorization, including:
    - 1) Amount expended to date, amount invoiced, and amount remaining of authorized amount to be expended.
    - 2) Percent expended, actual cost divided by authorized amount.
    - 3) Estimated cost to complete the remaining work. If estimated cost will exceed amount authorized, notify Water Authority per Item 6, Notification by Contractor section below.
  - e. Report describing work completed for each Task Authorization and the anticipated services for the next month.
6. Notification by Contractor –
- a. Immediately notify the Water Authority’s Contract Manager in writing:
    - 1) If at any time Contractor has reason to believe that the services and costs expected to be incurred for any Task Authorization, in the next 60 days, when added to all costs previously incurred for that Task Authorization, will exceed 80 percent of the not-to-exceed amount for that Task Authorization.
    - 2) If at any time Contractor has reason to believe that the cost to complete any Task Authorization will be greater than the total not-to-exceed amount of the Task Authorization or less than 90 percent of the total not-to-exceed amount of that Task Authorization.
    - 3) If at any time Contractor has reason to believe the total cost to complete all contract work will be greater than the not-to-exceed amount of the contract.
  - b. Contractor’s notification shall include, but not be limited to:
    - 1) Cost and schedule status of each affected Task Authorization work.
    - 2) Cost and schedule status of the overall contract work.
    - 3) Revised cost(s) and/or schedule(s).
    - 4) Reason(s) for each affected Task Authorization and/or overall effect on the contract.
    - 5) If appropriate, request for an amendment to the contract.
  - c. Send notifications required by this Attachment B, including but not limited to, personnel additions, other direct cost approvals, travel authorization requests, labor rate increases, Task Authorization costs to complete or balance status, or requests for Task Authorization or contract amendments to both the Water Authority’s Contract Manager at [vairey@sdewa.org](mailto:vairey@sdewa.org) and Engineering Contracts at [Eng-Contracts@sdewa.org](mailto:Eng-Contracts@sdewa.org).

## LABOR RATE TABLES

### CONTRACTOR LABOR RATES

Classification	Total Hourly Rate

### SUBCONTRACTOR 1 LABOR RATES

Classification	Total Hourly Rate

### OTHER DIRECT COSTS

#### A. Travel Costs

Item	Rate
Travel Costs. Travel requests must be submitted and approved by the Water Authority in advance of travel. Only expenses necessary for furthering the interests of the Water Authority and which maximize the purchasing value of public funds will be approved. Parking or traffic fines, in-room movies, laundry service, personal telephone calls, and similar expenses are not reimbursable. Tips greater than 20 percent are not reimbursable.	
1. Airfare – Coach or economy class except when coach or economy seats are not available. Itemized receipts are required.	At Cost
2. Lodging – Hotel/motel reimbursement inclusive of hotel and sales taxes. Itemized receipts are required.	At Cost
3. Meals and Incidental Expense (M&IE) – A per diem rate will be paid based upon the U.S. General Services Administration’s current Per Diem Rates for location and dates of travel. Any location not listed for per diem uses rates from key city/primary destination and the surrounding county. A print for rate verification from the General Services Administration’s website (currently located at <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a> ) for the respective city/county and dates of travel is required.	M&IE Per Diem rate
4. Auto Rental – Mid-size sedan or smaller unless five or more people are to be transported. Receipts are required. Rental car fuel is reimbursable.	At Cost
5. Parking, tolls, and taxis or rideshares (if less costly than an auto rental) are reimbursable. Itemized receipts are required.	At Cost
6. Mileage outside Southern California (San Diego, Riverside, San Bernardino, Orange, and Los Angeles counties) when travel by vehicle is determined to be less costly than airfare or as approved by the Contract Manager.	IRS rate

B. Field Vehicle Allowance

Item	Detail
Field Vehicle Allowance	\$____/day of use
Notes: When used for direct Project purposes and not private vehicle usage.	

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

C. Other Expenses/Reimbursables

When deemed appropriate and necessary by the Water Authority, other cost items may be approved by the Water Authority. Contact the Water Authority and obtain approval in writing before incurring any costs. Provide detailed receipts.

CERTIFICATES OF INSURANCE  
and  
ADDITIONAL INSURED ENDORSEMENTS

## FORM GEN2013/08

Issue Date (MM/DD/YY):

## POLICY INFORMATION

Insurance Company: \_\_\_\_\_

NAIC Code: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period (from): \_\_\_\_\_ (to): \_\_\_\_\_

☐ Deductible of \$ \_\_\_\_\_

☐ Self-Insured Retention of \$ \_\_\_\_\_

## APPLICABILITY

This insurance pertains to the operations, products, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.

## OTHER PROVISIONS

**CLAIMS** Representative for claims pursuant to this insurance

Name:  
Company:  
Address:  
  
Telephone:

1. **ADDITIONAL INSURED.** The San Diego County Water Authority, its directors, officers, employees, and agents, are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** This insurance shall be primary. 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 San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice by has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)
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 Commercial General Liability Coverage, "occurrence" form CG 0001, or claims made form CG 0002.

**AUTHORIZED REPRESENTATIVE**

Title: \_\_\_\_\_

Employer of Signatory: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date signed: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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





## FORM EXC2013/08

Endorsement No.:

Issue Date(MM/DD/YY):

## POLICY INFORMATION

Insurance Company:

NAIC Code:

Policy No.:

Policy Period (from):

(to):

Telephone:

Self-Insured Retention of \$

## APPLICABILITY

This insurance pertains to the operations, products, and/or activities of the Named Insured under all written contracts/agreements in force with the San Diego County Water Authority.

Address:

## OTHER PROVISIONS



EXCESS LIABILITY

--	--

Year	Claims Made
2010	10
2011	15
2012	20
2013	25
2014	30
2015	35
2016	40
2017	45
2018	50
2019	55
2020	60
2021	65
2022	70
2023	75
2024	80
2025	85
2026	90
2027	95
2028	100
2029	105
2030	110
2031	115
2032	120
2033	125
2034	130
2035	135
2036	140
2037	145
2038	150
2039	155
2040	160
2041	165
2042	170
2043	175
2044	180
2045	185
2046	190
2047	195
2048	200
2049	205
2050	210
2051	215
2052	220
2053	225
2054	230
2055	235
2056	240
2057	245
2058	250
2059	255
2060	260
2061	265
2062	270
2063	275
2064	280
2065	285
2066	290
2067	295
2068	300
2069	305
2070	310
2071	315
2072	320
2073	325
2074	330
2075	335
2076	340
2077	345
2078	350
2079	355
2080	360
2081	365
2082	370
2083	375
2084	380
2085	385
2086	390
2087	395
2088	400
2089	405
2090	410
2091	415
2092	420
2093	425
2094	430
2095	435
2096	440
2097	445
2098	450
2099	455
2100	460

Retroactive date:



## UMBRELLA LIABILITY

1

## Occurrence

**CLAIMS** Representative for claims pursuant to this insurance

## AGGREGATE

\$

\$

Name:

Company:

Address:

Telephone:

1. **ADDITIONAL INSURED.** The San Diego County Water Authority, its directors, officers, employees, and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** This insurance shall be primary to any insurance or self-insurance of those insureds added by this endorsement. Any other insurance or self-insurance maintained by the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limit of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the San Diego County Water Authority, this insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the San Diego County Water Authority at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure by the Named Insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added by this endorsement.
6. **SCOPE OF COVERAGE.** By this endorsement, the insurer warrants that the insurance afforded by the umbrella or excess policy is at least as broad as the underlying policy.
7. **UNDERLYING POLICY(IES).** The insurance policies underlying this umbrella or excess policy are:

INSURER	POLICY NO.	POLICY PERIOD		
			-	
			-	
			-	
			-	

**AUTHORIZED REPRESENTATIVE**

I, \_\_\_\_\_, warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Title:

Employer of Signatory:

Telephone:

Date signed:

Project: As-Needed Construction Management Services

SIGNATURE: \_\_\_\_\_

## **EXHIBIT B**

### **SCOOP Schedules A-1 and A-2**



## SCOOP SCHEDULE A-1: DESIGNATION OF ALL SUBCONTRACTORS (NEW CONTRACT)

**INSTRUCTIONS:** Enter the information requested below for each subcontractor, vendor, supplier, trucker, or service provider who will perform work or labor or render service to the Contractor, or who will furnish materials, products or equipment to the Contractor. Use additional pages of this form if needed.

**Contractor Name:**

**Project:**

**Date Completed:**

**Contractor Representative:**

**Phone:**

**Email:**

**Subcontractors, vendors, suppliers, truckers, or service providers on this contract?**    YES    NO    If YES, complete table below.

		Specific Work to be Done	Check "YES" to all applicable.		Total Amount Committed	% of Total Contract	List any certifications
Entity Name			Address listed is HQ?				
Street Address			Second-tier sub?				
City, State, Zip			Small Business?				
Contact Person			Minority-Owned?				
Phone			Woman-Owned?				
Email			Veteran-Owned?				
Entity Name			Address listed is HQ?				
Street Address			Second-tier sub?				
City, State, Zip			Small Business?				
Contact Person			Minority-Owned?				
Phone			Woman-Owned?				
Email			Veteran-Owned?				
Entity Name			Address listed is HQ?				
Street Address			Second-tier sub?				
City, State, Zip			Small Business?				
Contact Person			Minority-Owned?				
Phone			Woman-Owned?				
Email			Veteran-Owned?				
Entity Name			Address listed is HQ?				
Street Address			Second-tier sub?				
City, State, Zip			Small Business?				
Contact Person			Minority-Owned?				
Phone			Woman-Owned?				
Email			Veteran-Owned?				
Entity Name			Address listed is HQ?				
Street Address			Second-tier sub?				
City, State, Zip			Small Business?				
Contact Person			Minority-Owned?				
Phone			Woman-Owned?				
Email			Veteran-Owned?				
TOTAL DOLLAR AMOUNT COMMITTED TO SMALL:							
TOTAL DOLLAR AMOUNT COMMITTED TO ALL:							



## SCHEDULE A-2: SUBCONTRACTING OPPORTUNITIES AND CONTACT LOG

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

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