

COUNCIL DOCKET OF 5/13/08 *Chie*

Supplemental Adoption Consent Unanimous Consent Rules Committee Consultant Review

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First Amendment to Agreement with Black & Veatch Corporation for Design and Construction Support for Otay II Pipeline Improvement Project – Cast Iron Replacement Phase

Reviewed Initiated By NR&C On 4/23/08 Item No. 3b

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Engineering and Capital Project Department's April 16, 2008, Executive Summary Sheet

COUNCIL COMMITTEE CONSULTANT *M. Keefe*

000053

REPORT TO THE CITY COUNCIL
EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: April 16, 2008 REPORT NO.
 ATTENTION: Natural Resources & Culture Committee Meeting
 Agenda of April 23, 2008
 ORIGINAL DEPT.: Engineering and Capital Projects, Right Of Way Division
 SUBJECT: First Amendment to the Agreement with Black & Veatch Corporation
 for Design and Construction Support Services for Otay II Pipeline
 Improvements Project--Cast Iron Replacement Phase
 COUNCIL DISTRICTS: 4 (Young) & 7 (Madaffer)
 STAFF CONTACT: Marnell Gibson/Maryam Liaghat
 (619-533-5213 / 619-533-5192)

REQUESTED ACTION:

Mayor authorization, via an Ordinance, to execute the First Amendment to the Agreement with Black & Veatch Corporation (B&V) for Design and Construction Support Services for Otay II Pipeline Improvements Project-Cast Iron Replacement Phase in the amount of \$298,000.00 and to extend the contract time for five years.

STAFF RECOMMENDATION:

Adopt the Ordinance.

EXECUTIVE SUMMARY:

The Otay II Pipeline was originally constructed to convey water 19 miles from Otay Water Treatment Plant to University Heights Reservoir in North Park. Built from 1928 to 1930 the pipeline continues to serve today as a lifeline, moving up to 20 million gallons of water north and south between the Alvarado and Otay service areas. The primary objective of the Otay II Pipeline Improvement Project is to maintain a reliable source of potable water through maintenance, repair, or replacement of the existing pipeline. The Cast Iron Replacement Phase (Project) is one of the eight phases of the Otay II Pipeline Improvements Project. This Project is one of the mandated projects by the California Department of Public Health (DPH) Compliance Order (04-14-96CO-022). Located in Oak Park and Mid-City Communities it includes installation of 7,800 linear feet of new 42" welded steel transmission pipe and replacement of approximately 3,220 linear feet of existing cast iron pipe with 16" PVC distribution pipeline in 54th Street and abandonment of 1,200 linear feet of the Otay I and Otay II Pipelines east of Easy Street.

B&V, a major engineering consulting firm, was selected to provide design and construction support services for the Project. Their Agreement for \$1,444,100.00 was approved by City Council R-297241 on October 28, 2002. The original mandated dates were design completion of December 2004 followed by construction ending in December 2006. B&V met the original mandated design date and provided 100 percent design plans and specification. The mandated construction date was deferred by the Water Department due to budget constraints. On May 2006, B&V was directed to proceed to revisit and update the Project designed drawings and specification in accordance with the current codes and new design standards in order to award the construction contract.

The plans and specifications for the construction of the Project were approved on October 16, 2007 by City Council R-303080. The agreement with B&V has reached its five years term. The continued participation by B&V during the construction of the Project is essential to the overall Project success. The Engineering & Capital Projects Department is requesting to amend, via Ordinance, B&V's agreement to provide design and construction support services for the Project due to the following reasons:

1. B&V is the designer of record and is responsible to support the design during the construction.
2. It would cost more money and City staff time to educate a new consultant to provide professional services during the construction on the unique aspects of the existing design because of their unfamiliarity with the Project and with City's potable water system. This is going to cause confusion since the Project is presently awarding construction.
3. Legal and code related issues may arise by having a new consultant work on a project which was designed by another consultant. The City would possibly assume greater liability on the Project.
4. This Project is one of the eight phases of the Otay II Pipeline Improvements Project that is covered under a Programmatic Environmental Impact Report approved as of June 2004.
5. Any changes in design due to a new consultant on board will result in amending this report, which will cause delays to the schedules of the other phases.

EQUAL OPPORTUNITY CONTRACTING

Funding Agency: City Of San Diego
 Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
 Subconsultant Participation: \$229,038.20 Certified Firms (13.15%)
 \$34,795.00 Other Firms (2%)
 Other: Workforce Report Submitted-Equal Opportunity Plan required. Staff will monitor plan and adherence To Nondiscrimination Ordinance.

C00054

FISCAL CONSIDERATIONS:

The additional cost for the first amendment to the agreement with B&V is \$298,000.00. Funding is available from the enterprise fund in CIP 73-286.0, Otay II Pipeline Improvements, Fund 41500, Water. These funds were previously authorized by R-303080. After executing this amendment, the new agreement amount will be \$1,742,100.00. No additional funding needs are anticipated for this project. Water Department revenue is dedicated for this project; 80% will be bond financed. The Auditor's Certificate is attached.

PREVIOUS COUNCIL COMMITTEE ACTION:

The subject item will be presented to the Committee on Natural Resources and Culture prior to Council Docket date. Previous council actions are the following:

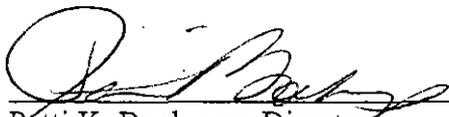
- R-297241 approved by the City Council authorized a design agreement with Black & Veatch Corporation.
- R-303080 approved by the City Council authorizing the advertisement of the plans and specifications for construction.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Community presentation was provided to the Oak Park Community in February 2004 during the design of this project. Prior to construction, there will be presentations to the areas community groups and schools. As the construction of the project will progress, status information will be disseminated to the Mid-City and Oak Park area communities.

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Key stakeholders are the Water rate payers, B&V (Design Consultant), El Cajon Grading (Construction Contractor) and the California Department of Public Health (DPH).



Patti K. Boekamp, Director
 Engineering & Capital Projects Department

David Jarrell
 Deputy Chief of Public Works

000055

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

April 7, 2008

52
05/27

SUBJECT: First Amendment to the Agreement with Black & Veatch Corporation for Design & Construction Support Services for Otay II Pipeline Improvements Project Cast Iron Replacement Phase

GENERAL CONTRACT INFORMATION

Recommended Consultant: Black & Veatch Corporation
Original Amount: \$ 1,444,100.00
Amount of This Action: \$ 298,000.00
Cumulative Amount: \$ 1,742,100.00
Funding Source: City
Goal: 15 Voluntary

SUBCONTRACTOR PARTICIPATION

This Action

Lindvedt McColl (Caucasian Female/DBE)	\$ 211,438.20	70.95%
Ninyo & Moore (Other)	\$ 17,600.00	5.91%
Corrpro Companies Inc.(Other)	\$ 34,795.00	11.68%
Total Certified Participation	\$ 211,438.20	70.95%
Total Other Participation	\$ 52,395.00	17.58%
Total Participation	\$ 263,833.00	88.53%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Black & Veatch Corporation submitted a Workforce Report for their San Diego office dated February 6, 2008 which indicates 22 employees. The analysis of the Workforce Report reflects under representation in the following areas:

Female: Management & Financial, Professional, Technical

Black & Veatch Corporation's Workforce Report indicates an effort to comply with Equal Opportunity requirements and therefore, precludes the need for an Equal Opportunity Plan.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 2/6/2009
Input by: KH

Goals reflect statistical labor force availability for the following: 2000 CLFA
San Diego, CA

City of San Diego Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: Black & Veatch Corporation

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other		
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0
Professional	4.0%	0	0	12.6%	2	1	6.5%	1	1	0.5%	0	0	6.5%	0	0
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0
Technical	6.6%	0	0	14.8%	0	0	17.2%	1	0	0.4%	0	0	17.2%	0	0
Sales	3.9%	0	0	19.5%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0
TOTAL		0	0		2	1		2	1		0	0		0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL EMPLOYEES		
ALL	M	F
4	4	0
12	7	5
0	0	0
3	3	0
0	0	0
3	0	3
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
TOTAL	22	8

Female Goals
39.8%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.6%
36.7%
15.2%
11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.13	0	N/A	0.48	0	N/A	0.25	0	N/A	0.02	0	N/A	0.25	0	N/A	1.59	0	(1.59)
Professional	0.48	0	N/A	1.51	3	1.49	0.78	2	1.22	0.06	0	N/A	0.78	0	N/A	7.14	5	(2.14)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.20	0	N/A	0.44	0	N/A	0.52	1	N/A	0.01	0	N/A	0.52	0	N/A	1.47	0	(1.47)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.21	0	N/A	0.62	0	N/A	0.26	0	N/A	0.02	0	N/A	0.26	0	N/A	2.20	3	N/A
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000057

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ONLY)
2800725
3. DATE:
February 22, 2008

TO: CITY ATTORNEY
2. FROM (ORIGINATING DEPARTMENT): ENGINEERING & CAPITAL PROJECTS

4. SUBJECT:
First Amendment to the Agreement with Black&Veatch Corporation for Design & Construction Support Services for Otay II Pipeline Improvements Project-Cast Iron Replacement Phase

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.): Marnell Gibson (619) 533-5213 MS 908A
6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.): Maryam Liaghat (619) 533-5192 MS 907
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	DEPT.	ORGANIZATION	OBJECT ACCOUNT	JOB ORDER	C.I.P. NUMBER	AMOUNT	9. ADDITIONAL INFORMATION / ESTIMATED COST:
41500	760	391020	4118	187032	73-286.0 / 73-286.6	\$298,000.00	Original Agreement \$1,444,100.00 Amendment No. 1 \$ 298,000.00 Total Agreement \$1,742,100.00 Previously Authorized \$1,444,100.00 This Request: \$ 298,000.00

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	4/1/08	8	DEPUTY CHIEF	<i>[Signature]</i>	4/15/08
2	WATER	APPROVAL		9	COO	- Not required -	
3	EAS	SIGNATURES		10	CITY ATTORNEY	<i>[Signature]</i>	4/16/08
4	EOC	ON FILE		11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	4/22/08
5	LIAISON OFFICE	<i>[Signature]</i>	4/9/08	DOCKET COORD: <i>SC</i> COUNCIL LIAISON: <i>SC for ELP/25/08</i>			
6	FM-CIP/DEBT MGNT	<i>[Signature]</i>	4/10/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADOPTION <input type="checkbox"/>		COUNCIL DATE: 5/13/08	
7	AUDITORS	<i>[Signature]</i>	4/14/08	REFER TO: <i>CMC</i>			

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor, or his designee, to execute a First Amendment to the Agreement with Black & Veatch Corporation for Design and Construction Support Services for CIP 73-286.0, Otay II Pipeline Improvements Project-Cast Iron Replacement Phase in the amount of \$298,000.00; and continued on the back:

11A. STAFF RECOMMENDATIONS: Adopt the Ordinance.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): 4 (YOUNG), 7 (MADAFFER)

COMMUNITY AREA(S): OAK PARK, MID-CITY

ENVIRONMENTAL IMPACT: This activity is covered under Otay II Pipeline Improvements Project Environmental Impact Report, Project No. 5503. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purpose of CEQA review per CEQA Guidelines Section 15060(C)(3) and 15378(C).

HOUSING IMPACT: NONE

OTHER ISSUES: In accordance with Charter Section 99, this ordinance must be adopted by a 2/3 majority vote by Council after holding a public hearing which will be noticed in the newspaper at least 10 days in advance.

ATTACHMENTS: Original Agreement, Amendment No. 1, Project Cost Estimate, Location Map, Consultant Award Tracking Form, Ownership Information Form, Determination Form, Certificate of Liability Insurance, Resolutions

CITY CLERK INSTRUCTIONS: Upon Council Approval, please forward two (2) copies of the 1472 and Ordinance to Joanne Ferrer at Project Implementation & Technical Services Division, MS 908A.

SECTION 11 – PREPARATION OF: RESOLUTIONS, ORDINANCES, ETC. (CONTINUED):

2. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves.

000058

000059

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: February 22, 2008 REPORT NO.
 ATTENTION: Council President and City Council
 ORIGINAL DEPT.: Engineering and Capital Projects, Right Of Way Division
 SUBJECT: First Amendment to the Agreement with Black & Veatch Corporation
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000060

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PREVIOUS COUNCIL COMMITTEE ACTION:

The First Amendment to the Agreement with Black & Veatch Consultant was approved 4-0 by the NR&C Committee on 04/23/08. Previous council actions are the following:

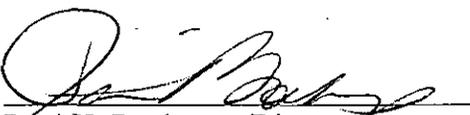
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KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

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 Patti K. Boekamp, Director
 Engineering & Capital Projects Department


 David Jarrell
 Deputy Chief of Public Works

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

000061

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800725
 ORIGINATING DEPT. NO.: 760

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$298,000.00

Vendor: Black & Veatch Corporation

Purpose: Authorizing the expenditure of funds for Design and construction support service for Otay II Pipeline Improvements Project-Cast Iron Replacements Phase, CIP 732866.

Date: April 14, 2008

By: *Yashir Bezuwal*
 AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391020	4278	187032				\$298,000.00
TOTAL AMOUNT										\$298,000.00

FUND OVERRIDE

000063

PROJECT WATER COST ESTIMATE

Otay II Pipeline Improvements Project, Cast Iron Replacement Phas
 First Amendment to the Agreement with B & V
 (Project Title)

Prepared by: Bobak Madgedi
 Date: 22-Feb-08
 W.O. No. 187031

ACTIVITY	CIP NO. OR OTHER SOURCE OF FUNDS			TOTALS	% OF E
	% OF E	Previous	This Request FY08		
A. Planning/Design/Administration					
4114 Preliminary Engineering	8.5%	488,728.31		488,728.31	
4115 Outside Engineering - Tasks	2.4%	135,443.24		135,443.24	
4116 Construction Engineering	13.2%	756,771.69		756,771.69	
4118 Engineering Design	30.4%	1,444,100.00	298,000.00	1,742,100.00	
41181 Engineering Design #2	0.0%			0.00	
4151 Professional Services	0.0%			0.00	
4159 Construction Management	0.0%			0.00	
4222 Misc Contractual Services	0.0%			0.00	
4240 Reimbursement Agreements	0.0%			0.00	
Total Planning/Design/Administration		2,825,043.24	298,000.00	3,123,043.24	54.50%
B. Construction					
4150 Safety	0.0%			0.00	
4220 Prime Construction Contract	37.6%	2,153,494.00		2,153,494.00	
42201 Construction Contract #2	0.0%			0.00	
42220 JOC	0.0%			0.00	
4226 City Forces Work	3.1%	176,851.00		176,851.00	
4810 OCIP / Prof Liability / Bldrs Risk	0.0%			0.00	
4981 SDDPC Support	0.0%			0.00	
Total Construction	40.6%	2,330,345.00	0.00	2,330,345.00	40.60%
C. Equipment and Furnishings					
3316 Pipe Fittings	0.0%			0.00	
4922 Construction Related	0.0%			0.00	
Total Equipment and Furnishings		0.00	0.00	0.00	0.00%
D. Contingencies					
4905 Contingencies	0.0%			0.00	
4909 Pooled Contingencies	4.9%	280,000.00	0.00	280,000.00	
Total Contingencies		280,000.00	0.00	280,000.00	4.90%
SUBTOTAL		5,435,388.24	298,000.00	5,733,388.24	100.00%
E. Other					
4280 Other non-personnel authorized		2,365,729.76	(298,000.00)	2,067,729.76	2,067,729.76
4282 Other non-person		(2,365,729.76)	298,000.00	(2,067,729.76)	(2,067,729.76)
		0.00	0.00	0.00	
F. Land Aquisition					
4639 Land Acquisition		0.00	0.00	0.00	0.00
TOTAL PROJECT		5,435,388.24	298,000.00	5,733,388.24	

Prev. Auth. Res. #	R-297241	1,954,100.00
Prev. Auth. Res. #	R-303080	15,506,506.00
Prev. Auth. Res. #		
Prev. Auth. Res. #		
Prev. Auth. Res. #		
Total Previous Authorized		17,460,606.00
PA700-WSD-08-034		5,435,388.24
This Request WSD-08-026		298,000.00
Future Phases		6,943,710.00
ADDITIONAL AUTH		4,783,507.76

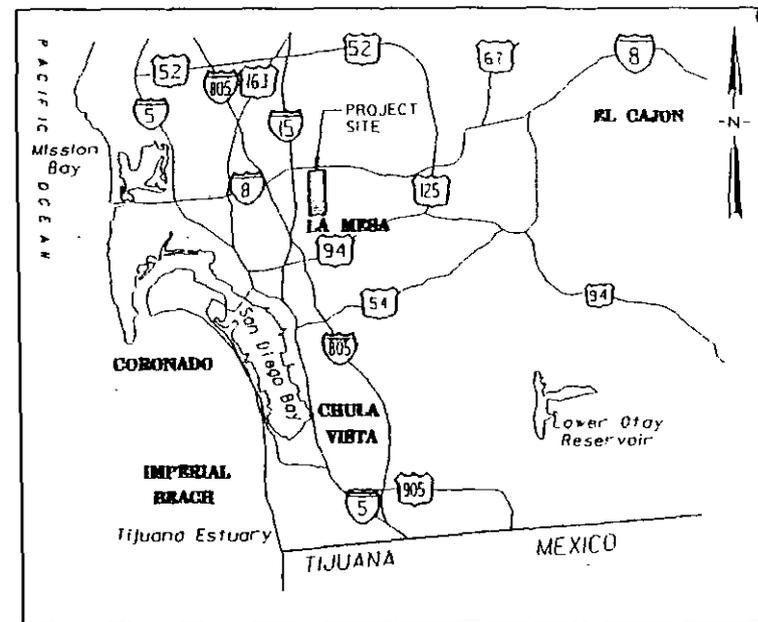
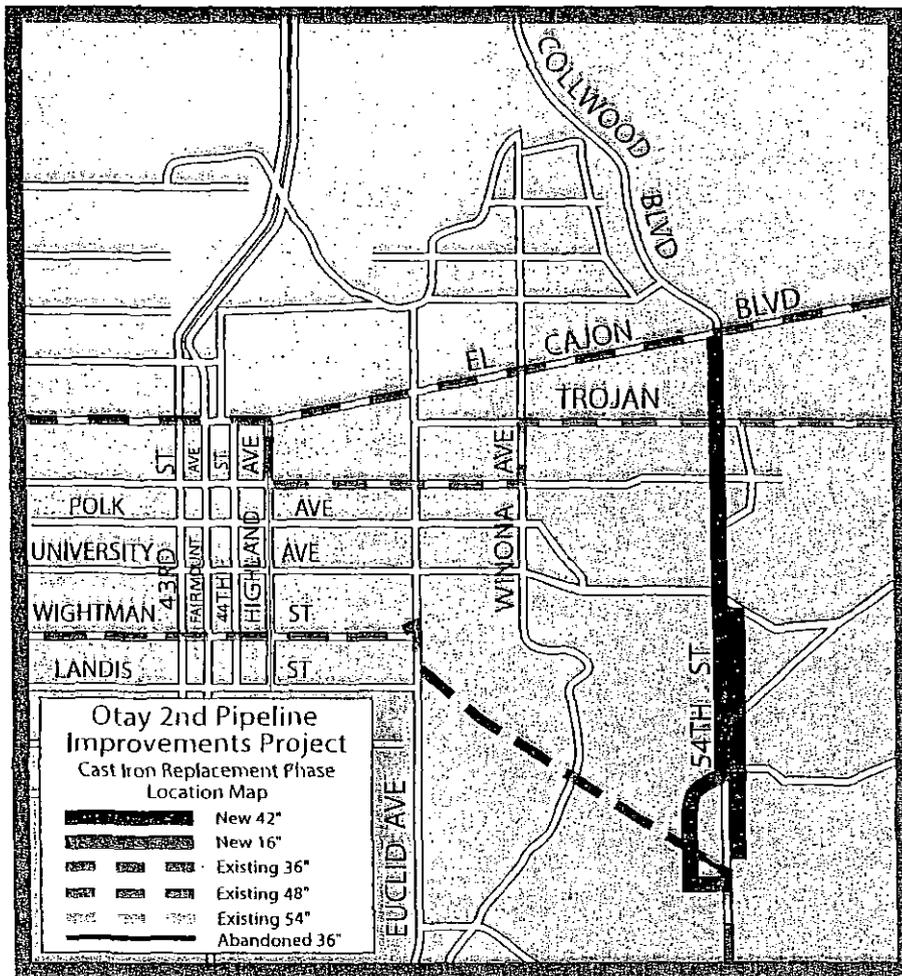
(When Applicable)	
SAVINGS BY USE OF CITY FORCES	
City Forces	Contract
Labor	
Material	
Equip.	
Profit	
TOTAL	0 0

FUNDING: 41500

COMMENTS: The remaining construction cost for FY09 and FY10 will be \$5,733,388.24. This request of \$298,000 for the amendment to the contract with B & V (54.5%) for FY08 with no additional funds for the 5 years duration of the contract and for the total project will be (32%). The higher cost is due to deferment of the the project in 2004 and substantial revision to the design.

Otay II Pipeline Improvements, Cast Iron Replacement Phase

000069



VICINITY MAP
NO SCALE

Senior Engineer: Iraj Asgharzadeh
(619) 533-5105

Project Manager: Maryam Liaghat
(619) 533-5192

Project Engineer: Bobak Madgedi
(619) 533-5241

000067

(R-2003-538)

RESOLUTION NUMBER R- 297²⁴~~721~~

ADOPTED ON OCT 28 2002

RECEIVED CIP
OCT 31 2002
Records Management

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is hereby authorized and empowered to enter into, for and on behalf of the City, a phase funded agreement with Black & Veatch Corporation in the amount of \$1,444,100, for design and construction support services for the Otay 2nd Pipeline Improvements (Cast Iron Replacement Phase) under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 297²⁴~~721~~

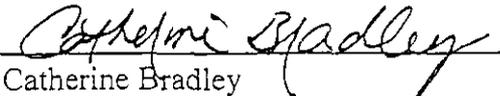
BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute Phase I of the Agreement with Black & Veatch Corporation in the amount of \$1,004,204.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,954,100 from Water Fund 41500, CIP No. 73-286.0, is hereby authorized, solely and exclusively to provide funds for the above project, provided that the City Auditor and Comptroller first furnishes one or more certificates demonstrating that the funds necessary for expenditure under established contract funding phases are, or will be, on deposit in the City treasury.

000068

BE IT FURTHER RESOLVED, that the City Auditor is authorized to transfer excess budgeted funds, if any, to the appropriate reserves on advice of the administering department.

APPROVED: CASEY GWINN, City Attorney

By 
Catherine Bradley
Deputy City Attorney

CB:cbs
10/11/02
Aud.Cert: 2300405
Or. Dept: Water
CIP: 14-03-012
R-2003-538

RESOLUTION NUMBER R- 303080
DATE OF FINAL PASSAGE NOV 05 2007

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS;
AUTHORIZING PHASE FUNDING OF PUBLIC WORKS
CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS;
AND TAKING RELATED ACTIONS.

BE IT RESOLVED, by the Council of the City of San Diego [City], as follows:

1. That the plans and specifications for the construction of the Otay II Pipeline Improvements – Cast Iron Replacement Phase Project [Project] as advertised by the Department of Purchasing and Contracting and filed in the office of the City Clerk as Document No. W.O. 187031, are approved.

2. That the Mayor or his designee is authorized to establish contract funding phases and execute a construction contract with the lowest responsible and reliable bidder, provided that the City Auditor first furnishes one or more certificates certifying that the funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

3. That the expenditure of an amount not to exceed \$15,506,506.00 is authorized from Water Fund 41500, CIP No. 73-286.0, Otay II Pipeline Improvements, with \$14,916,506.00 from Water Fund 41500, CIP No. 73-286.0, for the purpose of providing for the construction and related costs associated with Sub CIP No. 73-286.6, Otay II Pipeline Improvements (Cast Iron Replacement Phase), and \$590,000.00 from Water Fund 41500, CIP No. 73-331.0, Annual Allocation – Water Pooled Contingency, for the purpose of providing funds for this Project, provided that the City Auditor first furnishes one or more certificates certifying that the funds

necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

4. That the use of City Force Work is authorized in Water Fund 41500, CIP 73-286.0, Otay II Pipeline Improvements (Cast Iron Replacement Phase) in an amount not to exceed \$446,851.00 for the purpose of performance of Project related operational checks and inspections.

5. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

6. That prior to approving the Project, the City, as Lead Agency under the California Environmental Quality Act [CEQA], reviewed and considered Environmental Impact Report [EIR] No. 5503, dated May 7, 2004, covering this activity, which was adopted on June 28, 2004 by Resolution No. RR-299378.

7. That the City certifies that the information contained in EIR No. 5503 has been completed in compliance with CEQA and State CEQA Guidelines, and that EIR No. 5503 reflects the independent judgment of the City as Lead Agency and that the City adopts the Mitigation, Monitoring and Reporting Program.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Raymond C. Palmucci
Deputy City Attorney

RCP:js
07/23/2007
Or.Dept: Water Dept./E&CP
R-2008-76

R - 303080

000671

(R-2008-76)

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 16 2007.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11-5-07
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

R-303080

000073

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE BLACK & VEATCH CORPORATION FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR OTAY II PIPELINE IMPROVEMENTS PROJECTS-CAST IRON REPLACEMENT PHASE.

WHEREAS, the primary objective of the Otay II Pipeline Improvement Project is to maintain a reliable source of potable water through maintenance, repair, or replacement of the existing pipeline; and

WHEREAS, the Cast Iron Replacement Phase Project [Project] is one of the eight phases of the Otay II Pipeline Improvements Project; and

WHEREAS, an agreement between the City and the Black & Veatch Corporation for design and construction support services, was approved by City Council Resolution Number R-297241 on October 28, 2002; and

WHEREAS, the plans and specifications for the construction of the Project were approved on October 16, 2007, by City Council Resolution Number R-303080; and

WHEREAS, the agreement with the Black & Veatch Corporation has reached its five year term and a first amendment to the agreement will be added; and

WHEREAS, the continued participation by Black & Veatch Corporation during the construction of the Project is essential to the overall Project success; and

000074

WHEREAS, the additional cost for the First Amendment to the Agreement with Black & Veatch Corporation is \$298,000, funding is available from the enterprise fund in CIP No. 73-286.0, Otay II Pipeline Improvements, Fund 41500, Water; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, a First Amendment to the Black & Veatch Corporation Agreement for design and construction support services for the Otay II Pipeline Improvement Project - Cast Iron Replacement Phase, in the amount of \$298,000, under the terms and conditions set forth in the agreement on file in the Office of the City Clerk as Document No. OO-_____.

Section 2. That the City Auditor and Comptroller, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves.

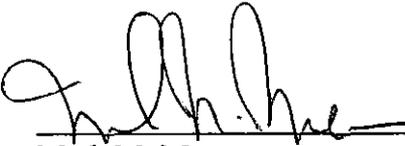
Section 3. This activity is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines 15378(c) and 15060(c)(3). This activity is a subsequent discretionary approval covered under Otay II Pipeline Improvements Project Environmental Impact Report, Project No. 5503. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review pursuant to CEQA Guidelines section 15177.

Section 4. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

000075

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Mark M. Mercer
Deputy City Attorney

MMM:nda
04/08/08
Or.Dept:E&CP
O-2008-136

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
BLACK & VEATCH CORPORATION FOR CONSULTING SERVICES**

This First Amendment to the Agreement dated October 28, 2002 [Agreement] is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Black & Veatch Corporation [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement on October 28, 2002, which is on file in the Office of the City Clerk as Document No. RR-297241, to provide engineering services for Otay II Pipeline Improvements, Cast Iron Replacement Phase [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A], for a compensation amount not to exceed **\$298,000.00**, with total compensation for services provided under the Agreement not to exceed **\$1,742,100.00**.

C. Consultant desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. That Section 1.1 (Scope of Services) be deleted in its entirety and replaced with the following:

The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibits A and A-1] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit D-1].

2. That Section 2.1 (Term of the Agreement) be deleted in its entirety and replaced with the following:

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **October 31, 2012** whichever is the earliest but not to exceed five years unless approved by City ordinance.

3. That Sections 3.1.1 (Contract Amount) and 3.1.2 (Fees) be deleted in its entirety and replaced with the following:

The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$298,000.00**, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$1,742,100.00**.

4. That Section 3.3 (Additional Services) be deleted in its entirety and replaced with the following:

If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$242,735.15**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.

5. That Section 4.3 (Insurance) be deleted in its entirety and replaced with the following:

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all

policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1,000,000.00 million per claim and \$2,000,000.00 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date

of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Design Professional.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

6. That Article VI (Indemnification) be deleted in its entirety and replaced with the following:

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

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7. That section 8.17 (San Diego's Strong Mayor Form of Governance) be added as follows:

8.17 San Diego's Strong Mayor Form of Governance. All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter.

7. The following attachments are incorporated herein by reference as follows:
Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), and D-1 (Time Schedule).

8. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

000084

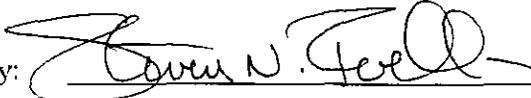
IN WITNESS WHEREOF, this First Amendment to the agreement between the City of San Diego and Black & Veatch Corporation for engineering services is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No.00-_____, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

BLACK & VEATCH CORPORATION

By: 

Name: Steven N. Foellmi

Title: Vice President

Date: 3/12/2008

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2008.

MICHAEL AGUIRRE, City Attorney

By: _____

Mark Mercer
Deputy City Attorney

City Of San Diego
Engineering and Capital Projects Department

Exhibit A-1
Scope of Services

Engineering , Design , and Construction Support for the
Otay II Pipeline Improvement , Cast Iron Replacement Phase

This project includes the following services:

Provide project management and design services during bidding and construction for the Otay II Pipeline Improvements, Cast Iron Replacement Phase. The project includes, civil, mechanical, electrical, instrumentation & controls, telemetry, corrosion, architectural and landscape. Specific tasks to accomplish this work are shown below:

Task 1. **PROJECT ADMINISTRATION**

Project Management- Black & Veatch Corporation will provide overall project management of the project including:

GENERAL -

NOTE: THESE GENERAL ITEMS ARE PROVIDED FOR PROJECT DEFINITION ONLY, AND SHALL NOT BE CONSIDERED AS COST ITEMS.

1. The Otay II Pipeline Improvements Project - Cast Iron Replacement Phase (Project) is a City of San Diego (City) Water Department Capital Improvements Program (Water CIP) project.
 2. The Scope of Services (Scope) for the Project located in San Diego, California, consists of the project management and design services provided by Black & Veatch Corporation (Consultant) during bidding and construction of underground water transmission pipelines primarily located in City rights-of-way. These services shall be provided according to City direction and in conformance with the professional standards of practice established by the City.
 3. The Consultant shall submit a progress report with each application for payment that provides the following minimum information:
 - 3.1 A brief summary of work performed during the period covered by the invoice identified by task.
-

- 3.2 The percentage of each task actually completed compared to the percentage planned to be complete.
 - 3.3 A description of problems identified, solved, and/or unresolved.
 - 3.4 An explanation of any deviations from schedule and descriptions of the actions that will be taken to ensure the Project will be completed on schedule.
 - 3.5 A spreadsheet showing cost breakdown by task that provides the following minimum information:
 - 3.5.1 The amount of funds expended for the payment period.
 - 3.5.2 The cumulative total of funds expended per task to date.
 - 3.5.3 The funds remaining per task.
 - 3.6 The work planned for the next payment period.
 - 3.7 Progress reports shall follow the format provided by the City. Refer to Appendix A of the Scope for an example spreadsheet format.
 - 3.8 Progress reports that do not comply with these requirements will be returned to the Consultant and payment will be withheld until a complete progress report is submitted.
4. The Water CIP Program Manager will designate a project manager for this Project (Project Manager). The Project Manager shall be the Consultant's point of contact with the City, and the Consultant shall receive direction and authorization only through the designated Project Manager.
- Any direction to the Consultant not specifically authorized in writing by the Project Manager shall not be binding on the City.
5. The Consultant shall be responsible for provision of professional services bidding, construction, startup, and closeout, and for completion of all tasks requested by the Water CIP in accordance with all applicable laws, regulations, and codes.
 6. The Consultant shall review and conform to the requirements of the Water CIP Guidelines and Standards (CIP Guidelines). The CIP Guidelines include but are not limited to:
 - Book 1— General Design Guidelines
 - Book 2 -Facility Design Guidelines
 - Book 3 -Standard and Guide Details
 - Book 4 -Standard and Guide Specifications
-

- Book 5 -Computer Aided Design and Drafting (CADD) Standards
 - Book 6 -Construction Management Guidelines
7. Use of the CIP Guidelines shall not reduce, change, mitigate, or absolve the Consultant's responsibility for the Project design in any way. Stamping and signing the Drawings, Specification, calculations, or other Contract Documents shall mean that the Consultant understands, accepts, and approves all measures contained in or implied by the CIP Guidelines.
 8. The Consultant may deviate from the CIP Guidelines where necessary, but shall submit a written proposal to the Project Manager justifying such deviation and shall obtain written authorization from the Project Manager prior to proceeding with the deviation.
 9. The Construction Documents produced and submitted for this Project, including but not limited to bid, as-bid, and as-built drawings and specification, calculations, operations and maintenance manuals, operator training documents, video tapes of training sessions, and all other documents related to the design and construction of the Project, shall become the property of the Water CIP when the Consultant has been compensated as set forth in the accompanying Consulting Services Agreement between the Consultant and the City (Agreement). The Water CIP and the Consultant agree that the Construction Documents shall not be used for other work without the consent of both the Water CIP and the Consultant.
 10. The term "written" shall include facsimile transmittals and e-mail transmissions in addition to conventional paper records.
 11. All times referred to in the Scope are calendar days, weeks, or months.
 12. The engineering services shall be divided into phases and tasks as defined below.

PHASE A : NOT USED

PHASE B - SERVICES DURING BIDDING:

1. Task 1 - Submittal List:

- 1.1 Prepare and submit a written list of required Contractor submittals.
- 1.2 Submit an electronic file of the list on a 3.5-inch diskette in the latest version of WordPerfect word processing software.

2. Task 2—Addenda:

- 2.1 Prepare addenda resulting from Consultant errors or omissions at the direction of the Project Manager at no additional cost to the City.
-

- 2.2 All other addenda shall be negotiated with the Project Manager on a case-by-case basis.
 - 2.3 Prepare addenda to the Final Design Documents as authorized by the Project Manager.
 - 2.4 Addenda shall include written addenda descriptions, changes to the Specification, changes to the Drawings, and other written documentation required by the City.
 - 2.5 Addenda procedures and documentation shall be according to the Project Manager's instructions.
3. **Task 3— Pre-Bid Conference:**
- 3.1 The Consultant shall attend and participate in one (1) pre-bid conference. The pre-bid conference will be held at a location away from the Project site and will be followed by a Project site tour.
 - 3.2 The Consultant shall prepare written responses to all questions addressed to the Consultant during the pre-bid conference. Responses shall be submitted to the Project Manager for review, approval, and distribution.

PHASE C - SERVICES DURING CONSTRUCTION:

1. Task 1 -General:

NOTE: ALL ITEMS UNDER TASK C.1 ARE PROVIDED FOR PROJECT DEFINITION ONLY, AND SHALL NOT BE CONSIDERED AS COST ITEMS.

- 1.1 Provide Engineering Services During Construction according to the CIP Guidelines.
 - 1.1.1 Engineering Services During Construction are primarily described in Book 1, Chapter 19, Construction Phase, CIP Guidelines. Provide all services listed, including those requirements described as "if required", "if directed", "potential", "optional", "may", or similar adjectives and phrases.
 - 1.1.2 Provide Engineering Services During Construction as may be described elsewhere in the CIP Guidelines.
 - 1.2 These Engineering Services During Construction provided by the Consultant shall include but not be limited to those indicated in the Phase C tasks listed below. Conform to the document processing procedures and forms as directed and shown in the CIP Guidelines.
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2. Task 2— Construction Documents:

- 2.1 Receive, review, and provide written responses to Contractor Requests for Information (RFIs), substitution requests, and inspector's deficiency notices within one (1) week of the City transmittal date.
 - 2.1.1 For estimating purposes, assume the number of RFIs responded to by the Consultant is one hundred twenty (120).
 - 2.1.2 For estimating purposes, assume the number of substitution requests responded to by the Consultant is three (3).
- 2.2 Receive, review, and provide written responses to submitted Contractor shop drawings, product data, calculations, product samples, equipment and component manufacturer documentation, and other submitted information within two (2) weeks of the City transmittal date.
 - 2.2.1 For estimating purposes, assume the number of shop drawing submittals responded to by the Consultant is eighty (80) original submittals and forty (40) resubmittals.
- 2.3 Prepare and submit written field orders, design clarifications, and/or change orders as directed and authorized by the Project Manager.
 - 2.3.1 For estimating purposes, assume the number of field orders and design clarifications acted upon by the Consultant is ten (10).
 - 2.3.2 For estimating purposes, assume the number of change orders acted upon by the Consultant is ten (10).
- 2.4 Maintain current records and files of RFIs, substitution requests, deficiency notices, shop drawing submittals, field orders, design clarifications, change orders, and other construction memorandums, letters, records and documents. This record keeping requirement applies only to documents transmitted to the Consultant by the City and/or the Construction Manager.

3. Task 3— Coordination:

- 3.1 The Construction Manager will develop a written memorandum detailing communication procedures between the Consultant and the Construction Manager.
 - 3.2 Provide engineering support for the coordination of water facility tie-ins and shut downs as directed and authorized by the Project Manager.
 - 3.2.1 For estimating purposes, assume the number of water facility tie-ins acted upon by the Consultant is five (5).
 - 3.3 Provide on-going support engineering services during construction with other
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agencies involved in the Project.

- 3.4 Provide engineering field evaluation of construction as directed and authorized by the Project Manager.
 - 3.5 Provide engineering support for evaluation of construction claims as directed and authorized by the Project Manager.
4. Task 4— Meetings:
- 4.1 Preconstruction conference.
 - 4.1.1 The Consultant's project manager shall participate in one (1) preconstruction conference with the selected Contractor.
 - 4.1.2 Prepare and submit written responses to Contractor questions within one (1) week of the preconstruction conference date. Responses shall be submitted to the Project Manager for review and approval.
 - 4.2 Construction progress meetings.
 - 4.2.1 Attend and participate in a sufficient number of construction progress meetings to carry out Phase C services. For estimating purposes, assume the number of construction progress meetings attended by Consultant's project manager is twenty-five (25).

PHASE D SERVICES DURING PROJECT STARTUP AND CLOSEOUT:

1. Task 1 -General:

NOTE: ALL ITEMS UNDER TASK D.1 ARE PROVIDED FOR PROJECT DEFINITION ONLY, AND SHALL NOT BE CONSIDERED AS COST ITEMS.

- 1.1 Provide Engineering Services During Project Startup and Closeout as defined in the CIP Guidelines.
 - 1.1.1 Engineering Services During Project Startup and Closeout are primarily described in Book 1, Chapter 20, Startup and Closeout, CIP Guidelines. Provide all services listed, including those requirements described as "if required", "if directed", "potential", "optional", "may", or similar adjectives and phrases, with the exception that the following will not be performed:
 - 1.1.1.1 Preparation of punchlists and final inspection procedures.
 - 1.1.1.2 Review and reporting of the Contractor's functional testing of equipment and systems
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1.1.1.3 Startup and operational testing review for final acceptance.

1.1.1.4 Completion and submittal of Operation and Maintenance manuals.

1.1.1.5 Preparation of final acceptance and Notice of Completion.

1.1.2 Provide Engineering Services During Project Startup and Closeout as may be described elsewhere in the CIP Guidelines.

2. Task 3 - Startup and Testing:

2.1 Receive, review, and provide written responses to submitted Contractor equipment and system startup and testing plans within two (2) weeks of the City transmittal date.

2.2 Equipment field tests.

2.2.1 Witness equipment field tests for the control valve stations, pressure and flow metering stations, SCADA systems, and cathodic protection systems. For estimating purposes, assume the number of tests witnessed by the Consultant is two (2).

2.2.2 Coordinate witnessing of equipment field tests with the Construction Manager.

2.2.3 Submit a Consultant's written letter report suitable for xerox reproduction of each equipment field test within five (5) days of the completion of the witnessed equipment field test.

3. Task 4— Project Closeout:

3.1 Walk-Through Inspection and Contractor Punchlist:

3.1.1 Conduct a final Project site walk-through inspection of selected portions of the Project for conformance to the Construction Documents. Coordinate with the Construction Manager to avoid conflict with other final Project site inspection activities.

3.1.2 Coordinate with the Construction Manager to prepare a Consultant's written site inspection letter report and punchlist, suitable for xerography reproduction, within five (5) days of the inspection date.

3.2 As-Built Drawings:

3.2.1 Obtain a set of the approved Contractor's final Project Record Drawings (red-marked full sized prints showing the as-constructed project configuration) from the Project Manager.

3.2.2 Compile and review information from the final Contractor's Record

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Drawings, RFIs, Contractor submittals, design clarifications, change orders, and the Consultant's walk-through inspections. Special attention shall be given to the accurate location of underground and concealed utilities. For pipelines, shop drawings shall be scanned into the CADD system and shall become part of the As-Built Drawing set.

- 3.2.3 Prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots prepared in the latest version of Bentley MicroStation CADD software in accordance with the CIP CADD Guideline. Each CADD drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Consultant. Drawing mylar shall be 3 mils minimum thickness.
- 3.2.4 Submit two complete electronic file sets of all final As-Built Drawings on 3.5-inch diskettes prepared in the latest version of Bentley MicroStation CADD software in accordance with the CIP CADD Guideline.

3.3 Warranty Administration:

- 3.3.1 Warranty administration services, if required, will be administered as Additional Services as directed and authorized by the Project Manager.

End of Scope of Services

COMPENSATION AND FEE SCHEDULE

I. Professional Services Fee.

- A. City and Consultant agree that the Professional Services Fee to be paid to Consultant shall not exceed the Contract Amount shown in the schedule below.

II. Compensation Schedule.

Phase	Description	Total
A	Design Services	\$996,137.47
B	Bidding Services	\$35,078.10
C	Construction Services	\$410,114.33
D	Start Up / Closeout Services	\$58,034.95
	Subtotal	\$1,499,364.85
	Additional Services	\$242,735.15
	Total Contract Amount	\$1,742,100.00

III. Fee Schedule.

A. Labor Rate.

- a. Labor rates shall be Consultant's fully burdened rate for individuals or job classifications listed on Schedule B-1.

B. Other Direct Costs (excluding Subconsultants).

- a. Other Direct Costs (ODC) are Consultant's actual costs for the items listed in attached Schedule B-2.
 b. Consultant's Markup on Other Direct Costs is 5.0% of actual cost.
 c. ODC Billing Rate equals ODC plus Markup.

C. Subconsultants.

- a. Subconsultant Costs are actual costs paid to Subconsultants by Consultant.
 b. Consultant's Markup on Subconsultant Costs is 5.0% of actual cost.
 c. Consultant Billing Rate equals Subconsultant Cost plus Markup.

D. Direct Pass through Costs.

- a. Consultant's Billing Rate for all Direct Pass Through Costs is actual cost without Markup for all items listed on attached Schedule B-3.

E. Rate Adjustments.

The Fee Schedule shown on Schedule B-1 shall be effective for one calendar year from the date the contract is executed. The Rate Schedule will be subject to an annual rate adjustment and each year thereafter during the remainder of this agreement. Any rate adjustments will be calculated using an escalation factor based upon the change in the Consumer Price Index - Urban Wage Earners and Clerical Workers Index (U.S. City Average) from the date of the away of this Agreement, shall not exceed 5 percent per 12 month period, and be subject to review and approval by the City.

SCHEDULES

B-1 - Schedule of Labor Rates

Individual	Rate	Classification	Rate
See Attachment B-1.			

B-2 - Schedule of Other Direct Costs

Expense Listing	
Costs not included in Labor Surcharge as defined in B3 below.	

B-3 - Schedule of Direct Pass Through Costs

Expense Listing	Expense Listing
Labor Surcharge of \$6.50 for Phase B and C services for other direct costs of computer systems, reproduction, communication, mileage, office supplies and equipment and related project charges.	

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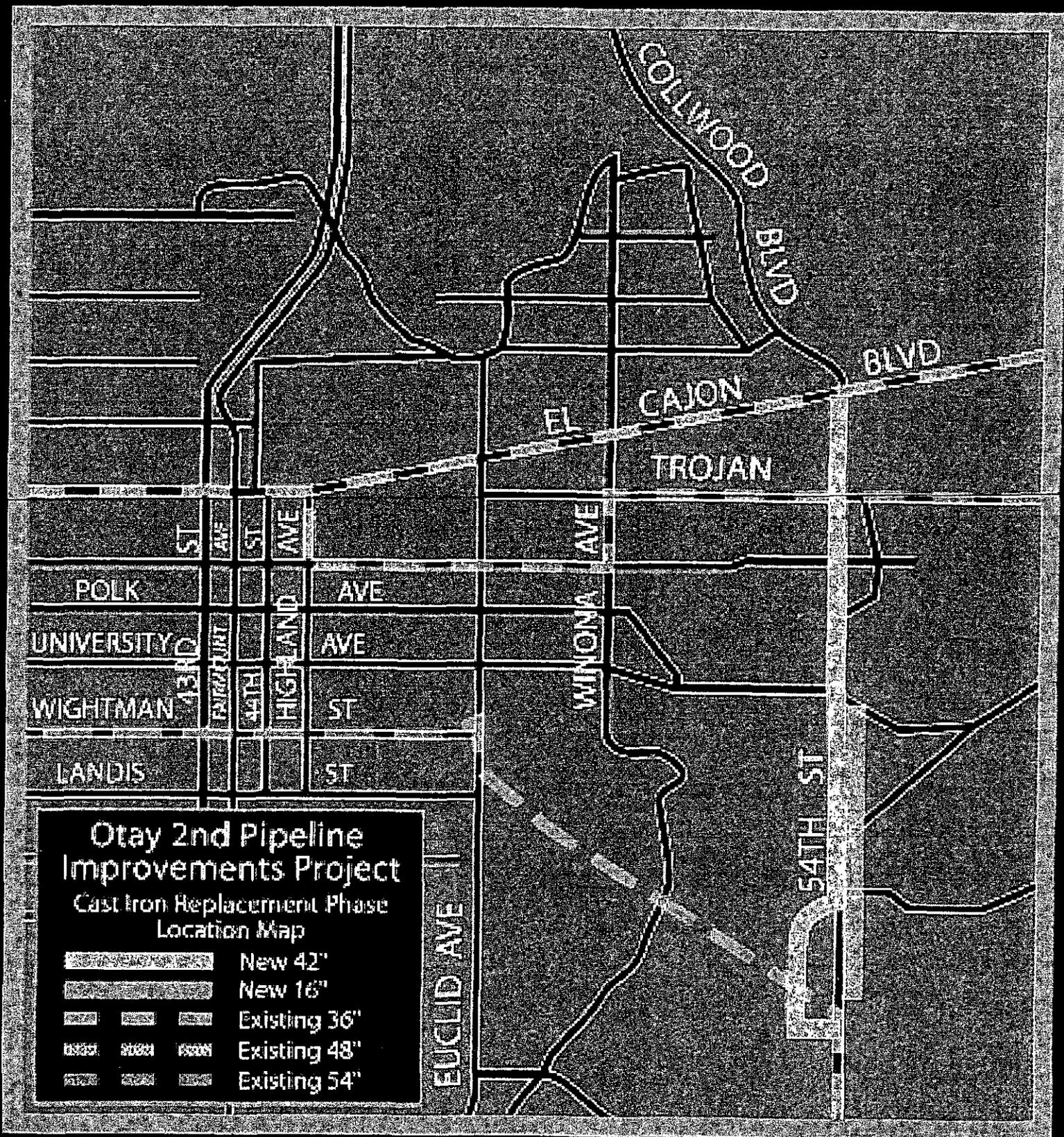
SCHEDULE B-1
FEE SCHEDULE

The City and the Consultant agree that fees for professional services related to the Agreement shall not exceed the average hourly amounts shown in the tables below:

Classification	Hourly Rate
Principal	\$220
Technical Expert	\$175
Project Manager	\$190
Project Engineer	\$165
Lead Engineer	\$135
Electrical Engineer	\$150
Staff Engineer	\$105
Design Engineer	\$90
Architect	\$135
Architect Technician	\$105
Geotechnical Engineer	\$165
CAD Technician	\$100
Clerical Support	\$70
Accounting	\$75
QA/QC	\$175

--End of Fee Schedule--

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THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to Forms PA-700, PA-2159, CM-1544, 1472, DP's and PO's for processing. In addition to this, a copy is to be sent to the Consultant Services Coordinator.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 1/31/2008 Department Name: Engineering; Capital Projects Dept.

City Project Manager: Maryam M. MIAGHAT Phone: 619-533-5192

Name of Firm: Black & Veatch Corporation

Project Name: City II Pipeline Improvements Contract Amount: \$298,000 + 1st Amendment

Appropriate approval authority:

- Department Approval: See Section 5 of A.R. 25.60, and Section 5.2 of AR 25.70 for non-A&E firms
City Manager: See Section 6 of AR 25.60 and Section 6 of AR 25.70 for non-A&E firms
City Council: See Section 7 of AR 25.60

Cast Iron Repl. Phase

\$1,442,100 total

Agreement + 1st Amendm

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT (Prior to the interview process)

The City reserves the right to disqualify any Consultant from the interview process if this tracking form is not completely and accurately executed prior to the consultant's contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void pursuant to Municipal Code Section 22.0226. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another Consultant.

Dollar Amount Awarded by the City of San Diego this fiscal year (July 1 through June 30)

Including this contract: \$298,000.00

I hereby certify that I am an authorized representative of:

Black & Veatch Corporation

(Name of Firm)

and that I have read and understand this form this 11 day of February, 2008 (Day) (Month) (Year)

By Kevin N. Davis (Typed Name of Authorized Representative)

Kevin N. Davis (Signature of Authorized Representative)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/1/2008 2/15/2008
PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 15218 BLACK & VEATCH CORPORATION 8400 WARD PARKWAY KANSAS CITY MO 64114 DAVIS, KEVIN	INSURERS AFFORDING COVERAGE	
	INSURER A: LEXINGTON INSURANCE COMPANY*	
	INSURER B: *MIDWESTERN SPECIALISTS	
	INSURER C:	
	INSURER D:	
		NAIC #

COVERAGES BLAVE01 PJ THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPI/OP AGG \$ XXXXXXXX												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX												
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATUTORY LIMITS</td> <td style="width: 5%;">OTHER</td> <td style="width: 10%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ XXXXXXXX</td> </tr> </table>	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT		\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX
WC STATUTORY LIMITS	OTHER																	
E.L. EACH ACCIDENT		\$ XXXXXXXX																
E.L. DISEASE - EA EMPLOYEE		\$ XXXXXXXX																
E.L. DISEASE - POLICY LIMIT		\$ XXXXXXXX																
A		OTHER PROFESSIONAL LIABILITY	0101085	11/1/2007	11/1/2008	\$2,000,000. EACH CLAIM AND IN THE ANNUAL AGGREGATE FOR ALL PROJECTS.												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 B&V PROJECT NO. 69370 - OTAY 2ND PIPELINE IMPROVEMENTS PROJECTS.

CERTIFICATE HOLDER 3567398 CITY OF SAN DIEGO 600 B STREET, SUITE 700 SAN DIEGO CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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DISCLOSURE DETERMINATION FOR CONSULTANT

**Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

- 1. Department / Board / Commission / Agency Name: CITY OF SAN DIEGO
- 2. Name of Specific Consultant & Company: BLACK & VEATCH CORPORATION
- 3. Address, City, State, ZIP: 9820 WILLOW CREEK ROAD, SUITE 310
SAN DIEGO CA 92131
- 4. Project Title (as shown on 1472, "Request for Council Action"): STAY II PIPELINE IMPROVEMENTS, CAST IRON REPLACEMENT PROJECT
- 5. Consultant Duties for Project: DESIGN AND CONSTRUCTION SERVICES

6. Disclosure Determination [select applicable disclosure requirement]:

Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

By: MARYAM LIAGHAT / PROJECT MANAGER [Name/Title*] 02.15.2008 [Date]

Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.

OWNERSHIP INFORMATION**SUBJECT – Otay II Pipeline Improvement – Cast Iron Replacement Phase**

Firm	Principal	Ownership Information
Black & Veatch Corporation	Black & Veatch Holding Company	<i>ESOP Employee Stock Ownership Plan</i>
8400 Ward Parkway, Kansas City, MO 64114	8400 Ward Parkway, Kansas City, MO 64114	
FEIN 43-1833073	FEIN 43-1603954	