000011 COMMITTEE ACTION SHEET	50 (6/24
COUNCIL DOCKET OF 610 09	
Supplemental Adoption 🕅 Consent 🗌 Unanimous Consent Rules C	committee Consultant Review
R -	
O	
Amendment No. 2 with Malcolm Pirnie, Inc., and Amendment No. 3 with CH2M Hill, Inc. Projects	, for Various Water
🔀 Reviewed 🔲 Initiated By NR&C On 11/14/07 Item No. 2b and 2d	c
RECOMMENDATION TO:	
Approve.	•
VOTED YEA: Frye, Faulconer, Maienschein	
VOTED NAY:	
NOT PRESENT: Hueso	
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:	
2B: Engineering and Capital Projects Department's November 8, 2007, Executive Sum 2C: Engineering and Capital Projects Department's November 8, 2007, Executive Sum	

COUNCIL COMMITTEE CONSULTANT	m. AD.
· ·	

#### EXECUTIVE SUMMARY SHEET CITY OF SAN DIEGO

DATE ISSUED: Novemb	er 8, 2007	REPORT NO:
ATTENTION:	Natural Resources and Cultural	Committee
ORIGINATING DEPARTMEN	T: Engineering and Capital Projec	ts
SUBJECT:	· Second Amendment to Agreen	
	for Consultant Services	
COUNCIL DISTRICT(S):	7 (Maddafer)	
CONTACT/PHONE NUMBER:	Darren Greenhalgh /(619) 980-	2984
	Iraj Asgharzadeh (619) 533-51	05

#### **REQUESTED ACTION:**

Amend the Agreement with Malcolm Pirnie, Inc (MPI), and authorize funding for additional design services for the Alvarado Water Treatment Plant Upgrade and Expansion Projects.

#### STAFF RECOMMENDATION:

Introduce the Ordinance

#### EXECUTIVE SUMMARY:

The City entered into an Agreement R-296348 with MPI on April 15, 2002, in the amount of \$7,664,537, to provide professional engineering services for the Earl Thomas Reservoir replacement project CIP 73-261.4 and the Alvarado Water Treatment Plant Upgrade Phase II, CIP 73-261.3. The budget for MPI was exhausted prior to construction being completed. This was a direct result of the Nielsen Dillingham Builders bankruptcy during Alvarado Water Treatment Plant Phase I, and the City's request for MPI to perform additional design work to have City Facilities Maintenance staff and General Requirements Contractors complete portions of the uncompleted work. Furthermore, Phase II construction bids came in higher than the engineer's estimate. MPI was required to delete the ozone facilities and the rehabilitation of the existing sedimentation basins in order to construct a project that the City could afford while keeping the Alvarado Water Treatment Plant Plant operating at a capacity to meet local water demands.

MPI's Agreement was first amended by Ordinance OO-19569 on January 9, 2007, for the remaining upgrade work for the Alvarado Water Treatment Plant mainly Ozone Project (Phase IV) which was essentially complete in 2003 and had been halted due to lack of funding. The ozone facilities are part of the Department of Public Health Compliance Order. The U.S. Environmental Protection Agency (EPA) also requires the City to change the primary disinfection process from chlorine to ozone by 2011.

This second amendment is needed to provide additional funds for MPI to finalize and update the design for the Rehabilitation of Basins 1 & 2 (Phase III), and make the necessary revisions to the design due to Building Code and specification changes since the design was stopped in 2003. Additionally, MPI will be providing construction support services for both Phases III and IV.

### FISCAL CONSIDERATIONS:

This amendment to MPI's agreement will extend the Agreement for five (5) years through 2011 and provide phased funding for the completion of the Phases III and IV at the Alvarado Water Treatment Plant. The additional funds needed for Ozone project (Phase IV) construction support services is \$3,524,169, and \$1,659,528 for Rehabilitation of Basins 1 & 2 (Phase III) design and construction support services. The total amendment value is \$5,183,697. Cost estimates for Phases III and IV are attached for reference.

<u>PREVIOUS COUNCIL and/or COMMITTEE ACTION:</u> MPI has had three previous Agreements (R-291394, R-295950, R-296348) with the City for the Upgrade and Expansion of the Alvarado Water Treatment Plant. First Amendment on this contract was issued on January 9, 2007 by Ordinance O-19569 for 3 years to February 28, 2010.

#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Community meetings have been conducted to inform members of the public, including the Friends of Lake Murray, Mission Trails Community Advisory Committee, and local residents about the scope and schedule of the Alvarado Water Treatment Plant Upgrade and Expansion project. A CIP hotline is regularly maintained to answer questions and provide information to the public. Door hangers, fact sheets, newsletters, and updates on the City of San Diego Web site also add to the public outreach efforts. None of these efforts has focused on the consultants.

<u>KEY STAKEHOLDERS AND PROJECTED IMPACTS</u>: The key stakeholders are City of San Diego Water Department customers, Malcolm Pirnie, Inc., and their subconsultants (Platt-Whitelaw, Inc., Beyaz & Patel Inc.,, SEDICO, DEC Consultants, Parsley Consulting Engineers, DHK, Inc., Kleinfelder), and California Department of Public Health.

Patti Boekamp Engineering & Capital Projects Department Director

David Jarrell Interim Deputy Chief of Public Works

#### EXECUTIVE SUMMARY SHEET CITY OF SAN DIEGO

DATE ISSUED:November 8, 2007RATTENTION:Natural Resources and Cultural CORIGINATING DEPARTMENT:Engineering and Capital ProjectsSUBJECT:Third Amendment to Agreement

November 8, 2007 Natural Resources and Cultural Committee Engineering and Capital Projects Third Amendment to Agreement with CH2mHill, Inc for Consultant Services 7 (Madaffer) Darren Greenhalgh /(619) 980-2984 Iraj Asgharzadeh (619) 533-5105

#### **REQUESTED ACTION:**

COUNCIL DISTRICT(S):

CONTACT/PHONE NUMBER:

Amend the Agreement with CH2mHill, Inc, and authorize funding for additional Construction Management services for Alvarado Water Treatment Plant Upgrade and Expansion projects.

#### STAFF RECOMMENDATION:

Introduce the Ordinance.

#### **EXECUTIVE SUMMARY:**

The City entered into Agreement R-295950 with CH2mHill, Inc on January 14, 2002, in the amount of \$8,081,599, to provide construction management services for the Earl Thomas Reservoir CIP 73-261.4 and Alvarado Water Treatment Plant Upgrade Phase II CIP 73-261.3 projects. CH2mHill's compensation schedule split the total fee between the two projects with \$2,660,533 allocated to Earl Thomas Reservoir and \$5,421,066 allocated to Alvarado Water Treatment Plant Upgrade and Expansion Phase II. The Phase II Agreement was amended on October 5, 2004, document C-12875, to reflect changes to the City's Owner Controlled Insurance Program.

CH2mHill contract funds have been exhausted due to the following: 1) Bankruptcy of the contractor (Nielsen Dillingham Builders) during construction of the Alvarado Water Treatment Plant Upgrade and Expansion Phase I which resulted in two (2) years delay. Construction was completed by General Contract Requirements and City forces. 2) City Council directive to pay prevailing wages for construction contracts exceeding \$10 million. Several years into the Agreement, the City Council required all City projects over \$10 million to pay prevailing wages. This change required CH2mHill, Inc to pay their special inspectors additional funds. 3) Special Building and Fire Code inspections. Due to the nature and complexity of the treatment plant construction project, portions of the work required special inspection that was not originally planned. 4) AWTP Phase II had several components which included Ozone Building, and Rehabilitation of the existing basins. This project was bid in 2004 and all bids were well over the budget. The Ozone Building and Rehabilitation of the existing basins were put on hold.

In order to stay within the overall \$8,081,599 authorized funding level, City staff worked with CH2mHill, Inc on mitigating some of these costs. However, these issues caused the term of CH2mHill, Inc's Agreement expire prior to the project being completed and capitalized. Therefore, the Agreement was extended, with no additional funds, by an Ordinance O-19570 for 3 years to Nov 30, 2009.

The Water Department is now proceeding with construction of Ozone Project and Rehabilitation of Basins 1 & 2 and San Diego 17 Pump Station. CH2mHill's Agreement needs to be extended through 2013 and additional funds need to be allocated.

# FISCAL CONSIDERATIONS:

This amendment to CH2mHill's agreement will extend the Agreement for five (5) years and provide additional funds to complete construction management services for the Ozone Project. and Rehabilitation of Basins 1 & 2 and San Diego 17 Pump Station. The additional funds needed for construction management services is \$ 4,357,713 for Ozone Project, \$ 2,076,002 for Rehabilitation of Basins 1 & 2, and \$ 969,607 for San Diego 17 Pump Station. The total amendment value is \$ 7,403,323. Cost estimates for the all the above mentioned projects are attached for reference.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: CH2mHill has had one previous Agreement R-290767 executed on September 29, 1998, for a total fee of \$4,500,000 with the City for the Upgrade and Expansion of the Alvarado Water Treatment Plant Phase I, prior to their \$8,081,599 Agreement for the Earl Thomas Reservoir and Phase II. The Phase II Agreement was amended on October 5, 2004, document C-12875, to reflect changes to the City's Owner Controlled Insurance Program. Second Amendment on this contract was issued on January 9, 2007 by Ordinance O-19570 for 3 years to Nov 30, 2009.

### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Community meetings have been conducted to inform members of the public, including the Friends of Lake Murray, Mission Trails Community Advisory Committee, City of La Mesa, and local residents about the scope and schedule of the Alvarado Water Treatment Plant Upgrade and Expansion project. A CIP hotline is regularly maintained to answer questions and provide information to the public. Door hangers, fact sheets, newsletters, and updates on the City of San Diego Web site also add to the public outreach efforts. None of these efforts has focused on the construction manager.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The key stakeholders are City of San Diego Water Department customers, CH2mHill and their sub-consultants (Christian Wheeler, Haley & Aldrich, Integrated Engineering Management Corp., KATZ & Associates, Kleinfelder, Lawhart Engineers Inc.), Archer Western Contractors, Development Services Department, and California Department of Public Health. Failure to provide funding for overseeing this work may result in the City not closing out the project per Building Code, and being unable to ensure the facility is operating as intended, or identifying if the operational problems are related to the design or construction.

atti Boekamp

Engineering & Capital Project Director

David Jarrell Interim Deputy Chief of Public Works

2

# 000017 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Malcolm Pirnie, Inc. submitted a Work Force Report for their San Diego employees dated, February 5, 2008 indicating 22 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Asian in A&E, Science, Computer Filipino in A&E, Science, Computer Female in Management & Financial, Professional and Technical

# ADDITIONAL COMMENTS

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This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

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000019 REQ	UEST FOR COUNCIL ACTION CITY OF SAN DIEGO	$\begin{array}{c} 1.  \text{CERTIFICATE NUN} \\ \text{(FOR AUDITOR'S U}  \text{(c)}  \partial 4 \\ \Lambda  A  A  B  O  \text{(c)}  \partial 4 \\ \Lambda  A  A  B  O  A  A  A  A  A  A  A  A  A$				
TO:	3. DATE:					
CITY ATTORNEY ENGINEERING & CAPITAL PROJECTS January 17, 2008						
4. SUBJECT: A mondmont No 2 with Mala	olm Pirnie, Inc. and Amendment No.3 with CH	2M Hill Ing. for various Water Projects				
5. PRIMARY CONTACT (NAME, PHONE, & MAIL S						
Darren Greenhalgh, (619) 533-4102						
FUND	8.COMPLETE FOR ACCOUNTING PURPOS	ES				
DEPT.						
ORGANIZATION						
OBJECT ACCOUNT See attached		See attached				
JOB ORDER						
C.I.P. NUMBER						
	10. ROUTING AND APPROVALS					
ROUTE APPROVING	DATE ROUTE APPROVING	DATE				
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	PRESIDENT	SPOB CONSENT ADOPTION				
7 AUDITOR (follow)	E ezantist 11061 1000					
		GREEMENT(S) DEEO(S)				
1. Authorizing the Mayor, or h	s designee, to execute a phase -funded Second Amendm	ent to the Agreement with Malcolm Pirnie, Inc.				
	(Please see other side)					
11A. STAFF RECOMMENDATIONS:						
	Introduce and Adopt the Ordinances					
12. SPECIAL CONDITIONS (REFER	TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS S	ECTION.)				
COUNCIL DISTRICT(S):	7 (Madaffer); 3 (Atkins)	- 				
COMMUNITY AREA(S):	Navajo, Mission Trails Regional Park, Mid-City, (	College Area				
ENVIRONMENTAL IMPACT:	Please see other side					
HOUSING IMPACT: None						
<b>OTHER ISSUES:</b> 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, First, and Second Amendments to the Agreement with Malcolm Pirnie, Inc., Original Agreement, First, Supplementary, Second and Third Amendments to the Agreement with CH2M Hill, Inc., Consultant Tracking Forms, Ownership Information Forms, Location Maps, Determination Forms, and Certificates of Liability Insurance.						
CITY CLERK INSTRUCTION	Upon Council approval, please forward two (2) cop Joanne Ferrer at Project Implementation & Technic					

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

000020 for design and construction support services in CIP 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) in the amount not to exceed \$5,183,696; and

- Authorizing the Mayor, or his designee, to execute a phase-funded Third Amendment to the Agreement . 2. with CH2M Hill, Inc. for construction management services in CIP 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) in the amount not to exceed \$6,433,716 and in CIP 73-314.0. San Diego 17 Flow Control Facility and Pump Station in the amount not to exceed \$969,607, for a total amount of \$7,403,323; and
- 3. Authorizing the expenditure of \$3,785,529 from CIP 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase III Rehabilitation of Basins 1 & 2), Fund 41500, Water for the purpose of executing these agreements, contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer; and
- 4. Authorizing the expenditure of \$ 969,607 from CIP 73-314.0, San Diego 17 Flow Control Facility and Pump Station, Fund 41500, Water for the purpose of executing the CH2M Hill, Inc. agreement, contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer; and
- 5. Authorizing FY08-Phase 7 of \$1,100,000 with Malcolm Pirnie, Inc. for Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2): and
- Authorizing FY08-Phase 6 of \$2,027,469 with CH2M Hill, Inc. for Alvarado Water Treatment Plant-6 Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) and San Diego 17 Flow Control Facility and Pump Station; and
- 7. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

### SECTION 12 - SPECIAL CONDITIONS (CONTINUED)

### **ENVIRONMENTAL IMPACT:**

This Activity is covered under LDR No. 40-0259, Addendum to EIR NO, 88-0459, Alvarado Water Filtration Plant Expansion and Rehabilitation. 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 document adequately covered this activity as part of the previously approved project, the activity is not a separate project for the purposes of CEQA review per CEQA guidelines Sections 15060 (c) (3) and 15378 (c).

#### EXECUTIVE SUMMARY SHEET CITY OF SAN DIEGO

REPORT NO:
Council President and City Council
Engineering and Capital Projects, Architectural Engineering and Parks
Division
Amendment No. 2 with Malcolm Pirnie, Inc. and Amendment No. 3 with CH2M Hill, Inc. for various Water Projects
7 (Madaffer); 3 (Atkins)
Darren Greenhalgh (619) 980-2984/Iraj Asgharzadeh (619) 533-5105

### **REOUESTED ACTION:**

Approve and authorize the ordinance and expenditure for Amendment No. 2 with Malcolm Pirnie, Inc. (MPI) for design and construction support services for Alvarado Water Treatment Plant-Upgrade and Expansion (AWTP) (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) and Amendment No. 3 with CH2M Hill, Inc. for construction management services for AWTP (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) and San Diego 17 Flow Control Facility and Pump Station (SD17FCF/PS).

# STAFF RECOMMENDATION:

Adopt the Ordinances.

### EXECUTIVE SUMMARY:

The City entered into an Agreement with MPI on April 15, 2002, to provide construction support services on the Earl Thomas Reservoir Replacement and design and construction support services on the AWTP Phase II. This Second Amendment is needed to extend the term of the Agreement through December 31, 2012 and update the design for the Phase III Rehabilitation of Basins 1 & 2 and provide construction support services for both Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2.

The City entered into an Agreement with CH2M Hill, Inc. on January 14, 2002, to provide construction management services for the Earl Thomas Reservoir Replacement and AWTP Phase II. Construction is now proceeding on Phase IV Ozone Improvements, Phase III Rehabilitation of Basins 1 & 2 and SD17FCF/PS. This Third Amendment is needed to extend the term of the Agreement through December 31, 2013 and to provide construction management services to these projects.

Each of these various projects are complex and subject to Department of Public Health Compliance Orders. Both MPI and CH2mHill have the needed expertise in the areas of water treatment design development and treatment plant construction management, respectively.

### EQUAL OPPORTUNITY CONTRACTING

### Malcolm Pirnie, Inc.

Funding Agency:	City of San Diego
Goals:	15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
Subconsultant Participation:	\$3,574,851 (27.3%); \$1,553,686 Certified Firms
	(11.5%), \$2,021,165 OBE (15.8%)
Prevailing Wage:	Prevailing wages apply.
Other:	Work Force report submitted – Equal Opportunity Plan required.
	Staff will monitor plan and adherence to Non Discrimination Ordinance.

# CH2M Hill, Inc.

Funding Agency: Goals: Subconsultant Participation:

Prevailing Wage: Other: 000022

FISCAL CONSIDERATIONS:

Work Force report submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Non Discrimination Ordinance. Funding is available from the enterprise Fund 41500, Water, in the amount of \$7,831,883 from CIP 73-261.3. AWTP (Phase IV Ozone Improvements), \$3,785,529 from CIP 73-261.3, AWTP (Phase III Rehabilitation of Basins 1 & 2), and \$ 969,607 from CIP 73-314.0, SD17FCF/PS: The funding of \$7,831,883 for Phase IV Ozone Improvements was previously authorized by R-303093. After executing these amendments, the new

15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

\$332,396 (17%); \$249,621 Certified Firms (13%),

agreement amounts with MPI and CH2M Hill, Inc. will be \$14,148,233 and \$15,484,922, respectively. No additional funding needs are anticipated for these Agreements. The project costs of \$12,587,019 may be reimbursed approximately 80% by current or future debt financing. These Amendments will be phase-funded FY08-FY11. The Auditor's Certificate is attached for the FY08 phase only.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: These items were approved at the November 14, 2007 Natural Resources & Culture Council Committee meeting by a vote of 3-0. Prior actions are the following:

• R-303093 dated 10/29/07 approved \$64,075,000 for construction and project related costs of AWTP (Phase IV Ozone Improvements)

# MPI

• R-296348 dated 04/15/02 approved the original Agreement in the amount of \$7,664,537

City of San Diego

\$82,775 OBE (4%) Prevailing wages apply.

• O-19569 dated 01/09/07 approved Amendment No. 1 for \$1,300,000

# CH2M Hill,Inc.

- R-295950 dated 01/14/02 approved the original Agreement in the amount of \$8,081,599
- · C-12875 dated 10/05/04 approved Amendment No. 1 for changes to the City's Owner Controlled Insurance Program with no additional funding
- · C-13984 dated 11/30/06 approved Supplementary Amendment extending the term to 01/13/07 with no additional funding
- · O-19570 dated 01/09/07 approved Amendment No. 2 extending the term to 11/30/09 with no additional funding

# COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Community meetings have been conducted to inform members of the public, including the Friends of Lake Murray, Mission Trails Community Advisory Committee, City of La Mesa and local residents about the scope and schedule of the AWTP project. A CIP hotline is regularly maintained to answer questions and provide information to the public. Door hangers, fact sheets, newsletters, and updates on the City of San Diego Web site also add to the public outreach efforts. None of these efforts has focused on the consultants or the construction manager.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The key stakeholders are City of San Diego Water Department customers, MPI, and their sub-consultants, CH2M Hill, Inc. and their sub-consultants, Development Services Department, and California Department of Public Health.

Boekamp, Director Engineering & Capital Projects Department

David Jarrell Deputy Chief of Public Works

000023

# Box 8.

	Malcolm	Pirnie, Inc.	CH2M Hill, Inc.			
	Phase IV Ozone Improvements	Phase III Rehabilitation of Basins 1 & 2	Phase IV Ozone Improvements	Phase III Rehabilitation of Basins 1 & 2	San Diego 17 Flow Control Facility and Pump Station	
Fund	41500	41500	41500	41500	41500	
Dept.	760	760	760	760	760	
Organization	391020	391020	391050	391050	391050	
Object Account	4118	4118	4159	4159	4159	
Job Order	189032	189122	189036	189126	184858	
CIP Number	73-261.3/73-262.1	73-261.3/73-262.3	73-261.3/73-262.1	73-261.3/73-262.3	73-314.0	
Amount	\$ 3,474,169.00	\$ 1,709,527.00	\$ 4,357,714.00	\$ 2,076,002.00	\$ 969,607.00	

Box 9

Fund:41500, Water

	Malcolm Pirnie, Inc						
	Earl Thomas Reservoir	Alvarado WTP Upgrade &	Phase IV Ozone	Phase III Rehabilitation of	120		
	Replacement	Expansion-Phase II	improvements 💸	Basins 1 & 2	191		
	CIP 73-261.4	CIP 73-261.3	CIP 73-261.3/73-262.1	CIP 73-261.3/73-262.3	10	Total	
Previous Phases	\$894,243	\$6,870,181	\$1,200,113 \$525,000	\$0		\$8,964,537	
Phase 7 (FY08)	\$0	\$0	\$525,000	\$575,000		\$1,100,000	
Phase 8 (FY09)	\$0	\$0	\$1,600,000	\$500,000		\$2,100,000	
Phase 9 (FY10)	\$0	\$0	\$1,349,169	\$634,527		\$1,983,696	
Total	\$894,243	\$6,870,181	\$4,674,282	\$1,709,527		\$14,148,233	
Less Previously Authorized	\$894,243	\$6,870,181	\$1,200,113 .	\$0		\$8,964,537	
This Request-Malcolm Pirnie, Inc.	\$0	\$0	\$3,474,169	\$1,709,527	-	\$5,183,696	

	CH2M Hill, Inc.					
	Alvarado WTP-				San Diego 17	
	Earl Thomas	Alvarado WTP			Flow Control	1.a
	Reservoir	Upgrade &	Phase IV Ozone	Phase III Rehabilitation of	Facility and	, 4858
	Replacement	Expansion-Phase II	improvements	Basins 1 & 2	Pump Station	,870
	CIP 73-261.4	CIP 73-261.3	CIP 73-261.3/73-262.1	CIP 73-261.3/73-262.3	CIP 73-314.0	Total
Previous Phases	\$2,160,533	\$5,921,066	50	50	\$0	\$8,081,599
Phase 6 (FY08)	\$0	\$0	\$1,957,638	189036 \$0	\$69,831	\$2,027,469
Phase 7 (FY09)	\$0	\$0	\$1,753,932	\$1,470,120	\$703,281	\$3,927,333
Phase 8 (FY10)	- \$0	\$0	\$646,144	\$505,882	\$196,495	\$1,348,521
Phase 9 (FY11)	\$0	\$0	\$0	\$100,000	· \$0	\$100,000
Total	\$2,160,533	\$5,921,066	\$4,357,714	\$2,076,002	\$969,607	\$15,484,922
Less Previously Authorized	\$2,160,533	\$5,921,066	\$0	\$0	\$0	\$8,081,599
This Request-CH2M Hill, Inc.	\$0	\$0	\$4,357,714	\$2,076,002	\$969,607	\$7,403,323
This Request-Grand Total	\$0	\$0	\$7,831,883	\$3,785,529	\$969,607	\$12,587,019

### The City of San Diego CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

#### CERTIFICATE OF UNALLOTTED BALANCE

AC ORIGINATING

AUDITOR AND COMPTROLLER'S DEPARTMENT

2800775

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: \_

	ACCOUNTING DATA									
ACCTG.	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
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							· ·			
	$\square$									
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:

\$1,100,000.00

May 7, 2008

Vendor: Malcolm Pirnie, Inc.

Purpose: Authorizing the expenditure of funds for consultant services for Various Water Projects, CIP 732621/732623.

Date:

By:	Yest	u E	Sezim	ch
	/ A	UDITOR AND CO	<b>MPTROLLER'S D</b>	EPARTMENT

							/			
					A	CCOUNTING DA	TA ·			
ACCTG.	CY PY	FUND,	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	.391020	· 4118	189032				\$525,000.00
002	0	41500	760	391020	<b>41</b> 18	189122				575,000.00
				ļ						
`								TOTAL	AMOUNT	\$1,100,000.00
AC-361 (R	EV 2-9									
•									AC	2800775

### The City of San Diego CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE
-----------------------------------

AC 2800776 ORIGINATING DEPT. NO.: 760

AUDITOR AND COMPTROLLER'S DEPARTMENT

-\_\_\_\_

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:		 • •			ŕ	
•			, ,		 	
Date:	· .		By:			

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

\$2,027,469.00

May 7, 2008

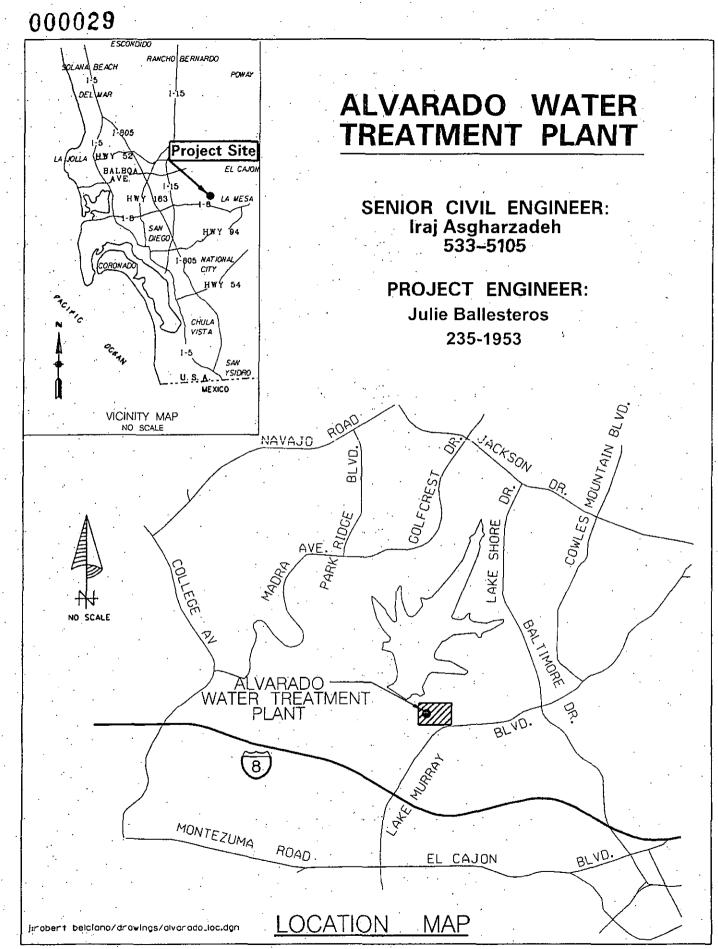
Vendor: CH2M Hill, Inc.

Purpose: <u>Authorizing an expenditure of funds for Construction Management for variou Water Projects, CIP</u> 732621/733140.

Date:

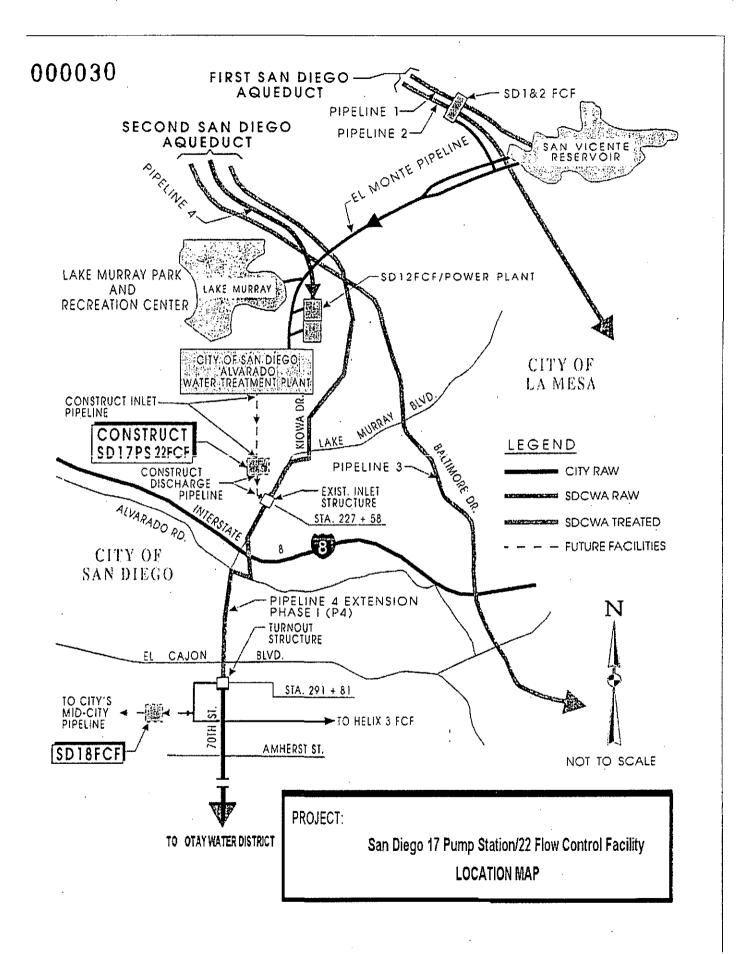
By:	Jeshi	E	Sezunch	
	AUDITOR	YAND COM	<b>IPTROLLER'S DEPARTME</b>	NT

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ACCTG.	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391050	4159	189036				\$1,957,638.00
002	0	41500	760	391050	4159	184858			1	69,831.00
								TOTAL	AMOUNT	\$2,027,469.00
AC-361 (R	EV 2-9	2)								FUND OVERRIDE
									AC	2800776



Location\_maps\_WTP.dgn 8/21/2006 3:03:25 PM

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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

Department Name: Engineering and Capital Project Department Date: Jan <u>30, 2008</u> City Project Manager: Julie Ballesteros Name of Firm: CH2mHill, Inc.

Project Name: Alvarado WTP Phase III and Phase IV and SD17FCF Contract Amount: \$7,403,323.00

#### Appropriate approval authority:

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

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

The City reserves the right to disgualify any Consultant from the interview process is this tracking form is not completely and accurately executed prior to the consultant's tracking 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: +7,403,323.00

I hereby certify that I am an authorized representative of:

CHZM HILL

(Name of Firm) and that I have read and understand this form this <u>30</u> day of <u>January</u> <u>2008</u> (Day) (Month) (Year) By <u>Randall J. Hartman</u> (SIGNATURE of Authorized Representative) (PRINTED name of Authorized Representative)



# THE CITY OF SAN DIEGO

### CONSULTANT AWARD TRACKING FORM

<u>Consultant Award Tracking Form</u>: 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:
 Jan 30, 2008
 Department Name;
 Engineering and Capital Project Department

 City Project Manager:
 Julie Ballesteros

 Name of Firm:
 Matcolm Pirvie, Inc

Project Name: Alvarado WTP Phase III and Phase IV

Contract Amount: \$5,183,697.00

#### Appropriate approval authority:

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

#### 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 is this tracking form is not completely and accurately executed prior to the consultant's tracking 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 liscal year (July 1 through June 30)

Including this contract: 5.903.6976

I hereby certify that I am an authorized representative of:

 MALCOLM PIRNIE, INC.

 (Name of Firm)

 and that I have read and understand this form this \_\_\_\_\_\_ IST \_\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_2008

 and that I have read and understand this form this \_\_\_\_\_\_ IST \_\_\_\_\_ day of \_\_\_\_\_\_ February \_\_\_\_\_\_2008

 (Day)

 (Day)

 (Month)

 Robert 0. Warren

 (SIGNATURE of Authorized Representative)

### EQUAL OPPORTUNITY CONTRACTING

### Malcolm Pirnie, Inc.

Funding Agency: Goals: Subconsultant Participation:

Prevailing Wage: Other: City of San Diego 15% Voluntary (MBE/WBE/DBE/DVBE/OBE) \$3,574,851 (27.3%); \$1,553,686 Certified Firms (11.5%), \$2,021,165 OBE (15.8%) Prevailing wages apply Work Force report submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Non Discrimination Ordinance.

#### CH2mHill, Inc.

Funding Agency: Goals: Subconsultant Participation:

Prevailing Wage: Other: City of San Diego 15% Voluntary (MBE/WBE/DBE/DVBE/OBE) \$332,396 (17%); \$249,621 Certified Firms (13%), \$82,775 OBE (4%) Prevailing wages apply. Work Force report submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Non Discrimination Ordinance.

# **OWNERSHIP INFORMATION**

# SUBJECT - Amendment No. 2 with Malcolm Pirnie, Inc. and Amendment No. 3 with CH2M Hill, Inc. for various Water Projects

Subject	Name of Firm	Ownership Information
Amendment No3 with CH2mHill, Inc. for various Water Projects	CH2mHill Inc.	Employee owned.

# **OWNERSHIP INFORMATION**

# SUBJECT – San Diego 17 Pump Station 22 Flow Control Facility

Subject	Name of Firm	Ownership Information
Consultant Agreement for	Malcolm Pirnie Inc.	Bill Dee, President/CEO
Engineering Services for	,	Dan Shevchik, CFO
San Diego 17 Pump Station		Jerry Frieling, Chairman
22 Flow Control Facility		(Malcolm Pirnie is a
		Privately held "S"
		Corporation)

# 000037 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:	Engineering	e
		0	

- 2. Name of Specific Consultant & Company:
- 3. Address, City, State, ZIP

5. Consultant Duties for Project:

- 4. Project Title (as shown on 1472, "Request for Council Action")
- Engineering & Capital Projects Dept. Malcolm Pirnie, Inc 1525 Faraday Avenue, Suite 290 Carlsbad, CA 92008 Consultant Amendments for Various Water Projects Defined in Consultant's Scope of Work which is limited to capitol improvements at the Alvarado Water
- 6. Disclosure Determination [select applicable disclosure requirement]:
  - X.

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

- or -

Treatment Plant

Consultant <u>will</u> 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.]

estion,

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.

# 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 Viego, Engintering and Capital Projects Department
2.	Name of Specific Consultant & Company:	CH2M HILL
3.	Address, City, State, ZIP	402 W. Broadway, Suite 1450 San Dirao, CA 92101
4.	Project Title (as shown on 1472, "Request for Council Action")	San Dirgo, CA 1 92101 Alvavado Water Treatment Plant Upgrade and Expansion
5.	Consultant Duties for Project:	Construction Management Services for the Rehabilitation of Bagin I and 2, Ozone Facilities, and 5017 Pump Station

6. Disclosure Determination [select applicable disclosure requirement]:

Consultant <u>will not</u> be "making a governmental decision" or "serving in a staff —— capacity." No disclosure required.

- or -

Consultant <u>will</u> 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.]

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.

		MARSH	₽° 4	<u>CERTIFIC</u>	ATTE OF IN	SURANCE	CERTIFI	CATE NUMBER 01012903-05
PRO	DUCE	R MARSH USA, INC. 1225 17TH STREET, SUITE DENVER, CO 80202-5534	2100	NO RIGHTS US POLICY. THIS	ON THE CERTIFICATE	MATTER OF INFORMATION ON HOLDER OTHER THAN THOSE OT AMEND, EXTEND OR ALTE IBED HEREIN.	PROVIDE	D IN THE
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1			· .	COMPANY				
1511	4 -0	0124-ALL- SDC	)	A Z	URICH AMERICAI	N INSURANCE COMPAN	Y	
INSL	RED			COMPANY			-	
		CH2M HILL, INC. 402 WEST BROADWAY, SU	ITE 1450		MERICAN ZURICI	H INSURANCE CO.		
		SAN DIEGO, CA 92101		COMPANY C				
	0	00039		COMPANY D				
CO)	THIS NOT PER	IS TO CERTIFY THAT POLICIES O WITHSTANDING ANY REQUIREMENT.	Certificates upersedes; and replaces F INSURANCE DESCRIBED HEREIN HAVE TERM OR CONDITION OF ANY CONTRACT ( Y THE POLICIES DESCRIBED HEREIN IS SUE D BY PAID CLAIMS.	BEEN ISSUED TO TO R OTHER DOCUMENT	HE INSURED NAMED WITH RESPECT TO W	HEREIN FOR THE POLICY PE HICH THE CERTIFICATE MAY B	eriod ini E issued	OR MAY
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	GE	VERAL LIABILITY				GENERAL AGGREGATE	\$	5,000,000
A	X	COMMERCIAL GENERAL LIABILITY	GLO3784726-03	05/01/07	05/01/08	PRODUCTS - COMP/OP AGG	\$	5,000,000
1		CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	\$	1,500,000
		OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$	1,500,000
	Х	\$500.000 SIR			-	FIRE DAMAGE (Any one fire)	\$	1,500,000
						MED EXP (Any one person)	\$	
Í A	AUT X		BAP8378516-12	05/01/07	05/01/08	COMBINED SINGLE LIMIT	\$	2.000.000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	\$	
		HIRED AUTOS				BODILY INJURY (Per accident)	\$	
•						PROPERTY DAMAGE	\$	
· · ·	GAF					AUTO ONLY - EA ACCIDENT	\$	
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<u>A</u> .	OFF		WC3784761-02 (HI & ID)	05/01/07	05/01/08	EL DISEASE-EACH EMPLOYEE	\$	1,000,000
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				THE INSURER AFF	ORDING COVERAGE WILL	ENDEAVOR TO MAIL	ys writte	NOTICE TO THE
J.		CITY OF SAN DIEGO		CERTIFICATE HOLD	ER NAMED HEREIN, BUT F	ALURE TO MAIL SUCH NOTICE SHAL	L IMPOSE	NO OBLIGATION OR
		WATER DEPARTMENT ATTN: MOJGAN POURSAD	IGHI		•	FORDING COVERAGE, ITS AGENTS C		
1		699 "B" STREET, SUITE 700		ISSUER OF THIS CE				
1		SAN DIEGO, CA 92101		MARSH USA INC.				
1				BY: Sharon A	. Hammer 🛛 🧭	Raim a. Ham	mer	>
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			Contraction (1996)					

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ADDITIONAL INFORMATION	SEA-001012903-05 _05/10 COMPANIES AFFORDING COVERAGE	.,
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DENVER, CO 80202-5534	E	
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NSURED CH2M HILL, INC.	COMPANY	
402 WEST BROADWAY, SUITE 1450 SAN DIEGO, CA 92101	G	
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INCLUDES A WAIVER OF SUBROGATION.		
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CITY OF SAN DIEGO WATER DEPARTMENT ATTN: MOJGAN POURSADIGHI		
CITY OF SAN DIEGO WATER DEPARTMENT ATTN: MOJGAN POURSADIGHI 699 "B" STREET, SUITE 700, MS 907		
CITY OF SAN DIEGO WATER DEPARTMENT ATTN: MOJGAN POURSADIGHI		
CITY OF SAN DIEGO WATER DEPARTMENT ATTN: MOJGAN POURSADIGHI 699 "B" STREET, SUITE 700, MS 907		
CITY OF SAN DIEGO WATER DEPARTMENT ATTN: MOJGAN POURSADIGHI 699 "B" STREET, SUITE 700, MS 907	MARSH USA INC. BY	

and the second		MARSH	<ul> <li>A state of the sta</li></ul>	<b>CERTIFIC</b>	ATE OF IN	SURANCE	CERTIFICATE NUMBER SEA-001012905-07		
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	çov	/ERAGES +	certificate supersedes and replaces	any previously iss	ued certificate for.	the policy period noted be	lów: 21, 11		
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T		GENERAL LIABILITY	· · · · · · · · · · · · · · · · · · ·		<u>ь</u>	GENERAL AGGREGATE	\$		
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						PERSONAL & ADV INJURY	\$		
		OWNER'S & CONTRACTOR'S PROT		1		EACH OCCURRENCE	\$		
						FIRE DAMAGE (Any one fire)	\$		
ŀ						MED EXP (Any one person)	\$		
		ANY AUTO				COMBINED SINGLE LIMIT	\$		
	-	ALL OWNED AUTOS				BODILY INJURY (Per person)	\$		
Į		HIRED AUTOS				BODILY INJURY (Per accident)	\$		
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ŀ		OFFICERS ARE: EXCL				EL DISEASE-EACH EMPLOTEE	•		
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	*FO THE	DR PROFESSIONAL LIABILITY CC POLICY PERIOD FOR ALL OPE	VERAGE, THE AGGREGATE LIMI RATIONS OF THE INSURED. THE	T IS THE TOTAL II LIMIT WILL BE RE	NSURANCE AVAI	LABLE FOR CLAIMS PRE MENTS OF INDEMNITY A	SENTED WITHIN ND EXPENSE.		
	CER	CERTIFICATE HOLDER			CANCELLATION				
1					SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,				
	CITY OF SAN DIEGO -				THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL				
1	Ż	WATER DEPARTMENT							
1	1	ATTN: MOJGAN POURSADI 699 "B" STREET, SUITE 700,	GHI MS 907		LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE				
۱ <u>(</u>	1	SAN DIEGO, CA 92101			ISSUER OF THIS CERTIFICATE MARSH USA INC. BY: Sharon A. Hammer ARauan A-Nammer				
				BY: Sharon A.					
1000				MM1(3/02)		VALID AS OF:	05/10/07		
1000	常的	E-Econology (Construction							
_									

Thi	s certificate i	s executed	by L	iberty Mutual	Insurance Groun	as respects such	insurance as is	afforded by	those com	anies.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

MALCOLM PIRNIE INC 104 CORPORATE PARK DRIVE WHITE PLAINS, NY 10604



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff/Exp. Date(s)	Policy Number(s)	Limits of Liability			
Continuous*	02/01/2008 / 02/01/2009	WC7-121-092033-018	Coverage afforded under WC law of	Employers Liability		
Extended			the following states:	Bodily Injury By	Accident	
X Policy Term			All States Except Monopolistic States	\$1,000,000	Each Accident	
				Bodily Injury By	v Disease	
	-			\$1,000,000	Policy Limit	
Workers Compensation	<b>.</b>	]		Bodily Injury By		
, workers compensation				\$1,000,000	Each Person	
· · · · · · · · · · · · · · · · · · ·						
General Liability			General Aggregate-Other than	Prod/Completed Of	perations	
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Claims Made						
· Occurrence			<b>Bodily Injury and Property Da</b>	mage Liability	Per	
					Occurrence	
Retro Date	1		Personal and Advertising Inju	r <b>y</b>	Per Person /	
					Organization	
			Other Liability	Other Liability		
·			Each Accident - Single Limit -	B. L. and P. D. Com	 bined	
Automobile Liability						
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*CANCELLATION CLAUSE	E DOES NOT APPLY TO NO	N-PAYMENT OF PREMI	<u>и                                    </u>			
C RE: Alvarado Water Treatmen	at Plant Upgrade & Expansion	Project				
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M Waiver of Subrogation in Favo	or of: The City of San Diego v	vater Department				
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s				1		
		Before the stated expiration date the	company will not cancel or reduce the insurance affor	rded under the above		
policies until at least 30 days notice of such c	ancellation has been mailed to:					
Office TARRYTON	VN, NY-COMM MKTS Ph	one: 914-332-9770		ll_ Krego		
onne. TAIXTIO		UNU, 717-332-3110	1-0.0	we marga		

Julie Ballesterous The City of San Diego Water Department 600 B Street Suite 600 San Diego, CA 92101

Certificate Holder:

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FAITH KEEGAN

Authorized Representative

-	AL	CERTIFIC	CATE OF LIABI	LITY INS	SURANC	<b>E</b>		2/14/2008
PRC	DUCE	R (908)654-0300 F	FAX (908)654-0332			UED AS A MATTER OF	INF	ORMATION
51	api	n-Lieb & Co.				RIGHTS UPON THE CE TE DOES NOT AMEND		
20	00 S	heffield Street <b>AAA</b>	045	ALTER TH	IE COVERAGE A	FFORDED BY THE PO	), EX LICI	ES BELOW.
1 -	Suite 104 INSURERS AFFORDING COVERAGE NAIC #							
		Malcolm Pirnie, Inc.			mmerce & Th	dustry Ins. Co.		19410
		104 Corporate Park Driv	/ <b>A</b>			'l Specialty Line	<u> </u>	26883
		P. 0. Box 751		INSURER C:		T Speciality Line	-	20003
		White Plains, NY 10602-	0751	INSURER D:				
		mille Flams, NI 10002-	0/51	INSURER E:			·	
				INSURER E.				
		AGES						
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INSR	ADD'I	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	rs	
		GENERAL LIABILITY			<u>_</u>	EACH OCCURRENCE	\$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (En occurence)	5	1,000,000
		CLAIMS MADE X OCCUR	· ·			MED EXP (Any one person)	5	25,000
A	}		GL 1633241	02/01/2008	02/01/2009	PERSONAL & ADV INJURY	\$	1,000,000
		· · · · · ·		See	Attached	GENERAL AGGREGATE	3	2,000,000
		GENL AGGREGATE LIMIT APPLIES PER:		For .	Comments	PRODUCTS - COMP/OP AGG	s	2,000,000
ł		POLICY X JECT X LOC	-	If Any				
	<del>  .</del>	AUTOMOBILE LIABILITY		02/01/2008	02/01/2009		1	
		X ANY AUTO	CA 1633242 (MA)	·,,		COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
A		ALL OWNED AUTOS SCHEDULED AUTOS	•			BODILY INJURY (Per person)	S	
		X HIRED AUTOS	CA 1633243 (AOS)	See For	Attached Comments	BODILY INJURY (Per accident)	\$	
ļ				If Any		PROPERTY DAMAGE (Per accident)	\$	
	<u> </u>		· · · · · · · · · · · · · · · · · · ·			AUTO ONLY - EA ACCIDENT	s	
		ANY AUTO				Et acc	s	
1	ļ					AUTO ONLY: AGG	5	
		EXCESS/UMBRELLA LIABILITY	UMB 1633244	02/01/2008	02/01/2009	EACH OCCURRENCE	s	20,000,000
1	1					AGGREGATE	5	20,000,000
в	ļ			See	Attached	100120/12	s	20,000,000
Ĭ	1	DEDUCTIBLE		For	Comments		5	
1		L-		If Any	Connerres	<b>├</b>	s	
				т Ану		WC STATU OTH- TORY LIMITS FR	<b>*</b>	
		KERS COMPENSATION AND		•				
	ANY	PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	s	
	If yes	, describe under				E.L. DISEASE - EA EMPLOYEE		
	SPEC OTH	CIAL PROVISIONS below			<u> </u>	E.L. DISEASE - POLICY LIMIT	\$	
;		-n						
	Ì							
DESC RE:		ON OF OPERATIONS / LOCATIONS / VEHICL /arado Water Treatment F	es / exclusions Added by endorsen	ient / special provi	SIONS			
<b>.</b>	. See	attached for details				-		{
*Ex	cept	: 10 days premium non-pa	iyment.			,		
CE	<u> TIFI</u>	CATE HOLDER		CANCELLAT	10N			
				SHOULD ANY	OF THE ABOVE DESC	RIBED POLICIES BE CANCELLI	ED BE	FORE THE
			<b>D</b>	EXPIRATION	DATE THEREOF, THE	SSUING INSURER WILL ENDEA	VOR T	
		City of San Diego Water	vepartment	30* DAYS	WRITTEN NOTICE TO	THE CERTIFICATE HOLDER N	AMED	TO THE LEFT.
		Julie Ballesterous 600 B Street		BUT FAILURE	TO MAIL SUCH NOTIC	E SHALL IMPOSE NO OBLIGAT		
		Suite 600			BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIVES.			
ŀ		San Diego , CA 92101-42	29	AUTHORIZED REF		Bales	Æ,	1 1
	•	······································		Richard R	ampolla Exec.	V.P.	1	manka
		25 (2001/09)	<u></u>				OPP	

ACORD 25 (2001/08)

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City of San Diego Water Department Certificate issued to City of San Diego Water Department Slapin-Lieb & Co.

NAMED INSURED: MALCOLM PIRNIE:000047

Endorsements or Modifications as Applicable:

General Liability (CG 0001 12/07): 1/A, 2, 3, 4, 5, 6 Automobile (CA 0001 10/01: CT, LA, NH, VA): 1/B, 3, 4, 5, 6 Automobile (CA 0001 03/06: All Other States): 1/B, 3, 4, 5, 6 Excess Liability (71154 08/04): 7

OPERATIONS OF THE NAMED INSURED

1/A: If required by written contract or agreement, the certificate holder is included as additional insured, but only for work performed by the Named Insured per CG2010 (07/04) and CG2037 (07/04) per copies attached.

1/B: If required by written contract or agreement, the certificate holder is included as additional insured, per CA 2048 (02/99) per copy attached.

2: Excludes Professional Liability

3: If required by written contract or agreement, includes Waiver of Subrogation.

4. If required by written contract or agreement, this insurance is primary to the extent coverage is provided by the policy for the Certificate Holder as respects work performed for the Certificate Holder by the Named Insured.

5. If required by written contract or agreement, includes Contractual Liability

6. If required by written contract or agreement, includes Separation of Insureds

7. Policy is follow-form excess of General Liability and Automobile Liability policies except as respects per project and per location aggregate limits.

02/14/2008

000049 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations			
Where required by written contract	As required by written contract			
· · · ·				
<i>,</i>				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, bull only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by
  - 1. Your acts or omissions or
  - 2. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

This insurance does not apply to "bodily injury" or property damage" occurring after

- All work including materials parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed or
- That portion of "your work" out of which the injury or damage arises has been put to its inlended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by writien contract	As required by written contract
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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# 000051 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2008	Countersigned By.
Named Insured: Malcolm Pimie, Inc.	(Authorized Representative)

#### SCHEDULE

#### Name of Person(s) or Organization(s):

Where required by written contract

(If no entry appears above, information required to complete this encorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form

#### CA 20 48 02 99

Copyright, Insurance Services Office Inc., 1998

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

ACORD CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER (908)654-0300 FAX (908)654-0332 Slapin-Lieb & Co. 200 Sheffield Street 000053	THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE CE HOLDER. THIS CERTIFICATE DOES NOT AMENI ALTER THE COVERAGE AFFORDED BY THE PO	ERTIFICATE				
Suite 104 000000 Mountainside, NJ 07092-2314	INSURERS AFFORDING COVERAGE	NAIC #				
INSURED Malcolm Pirnie Inc.	INSURERA: American Int'l Specialty Lines	26883				
104 Corporate Park Drive	INSURER B:					
P. O. Box 751	INSURER C:					
White Plains, NY 10602-0751	INSURER D:					
	INSURER E:					

#### COVERAGES

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.

TYPE OF INSURANCE		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD//Y)	LIMIT	S
GENERAL LIABILITY				EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrance)	\$
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$
				GENERAL AGGREGATE	\$
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
POLICY PRO-					
				COMBINED SINGLE LIMIT (Ea accident)	\$
ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
HIRED AUTOS				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
ANY AUTO	· ·		1	OTHER THAN EA ACC	\$
				AUTO ONLY: AGG	\$
EXCESS/UMBRELLA LIABILITY	······································			EACH OCCURRENCE	\$
OCCUR CLAIMS MADE				AGGREGATE	\$
					\$
DEDUCTIBLE			•		\$
RETENTION \$					\$
				WC STATU- TORY LIMITS ER	
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	
F. Liab/Contractors	2190384	02/01/2008	02/01/2009		
			L	Including Cla	ims Expense
	GENERAL LIABILITY  GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  GLAIMS MADE COCUR  GENT AGGREGATE LIMIT APPLIES PER: POLICY PRO AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS HIRED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$ RKERS COMPENSATION AND COYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE GER/MEMBER EXCLUDED CIAL PROVISIONS below HER CIAL PROVISIONS below HER CIAL SCANARY	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GENT AGGREGATE LIMIT APPLIES PER POLICY PRO PROPRICTOR/DATION ANY AUTO AUTOMOBILE LIABILITY ANY AUTO AUTONOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO CLAIMS MADE CLAIMSING CLAIMS MADE DEDUCTIBLE RETENTION CLAIMS MADE CLAIMS MADE REFERENCIUSED REFERENCIUSED REFERENCEUSED CLAIMS MADE CLA	TYPE OF INSURANCE     POLICY NUMBER     DATE //MMDDAYY       GENERAL LIABILITY     CLAIMS MADE     OCCUR       CLAIMS MADE     OCCUR       GENTA AGGREGATE LIMIT APPLIES PER:     POLICY     JECT       POLICY     JECT     LOC       AUTOMOBILE LIABILITY     ANY AUTO       ALL OWNED AUTOS     SCHEDULED AUTOS       HRED AUTOS     NON-OWNED AUTOS       GARAGE LIABILITY     ANY AUTO       GARAGE LIABILITY     ANY AUTO       GARAGE LIABILITY     CLAIMS MADE       OCCUR     CLAIMS MADE       DEDUCTIBLE     RETENTION       RETENTION     \$       RRERS COMPENSATION AND     CLAIPROVISIONS below       IER     2190384     02/01/2008       Iution Liab. Ins.     2190384     02/01/2008	TYPE OF INSURANCE     PULLET NUMBER     DATE (MM/DD/Y)       GENERAL LIABILITY     COMMERCUL GENERAL LIABILITY       COMMERCUL GENERAL LIABILITY       GENT AGGREGATE LIMIT APPLIES PER:       POLICY     PECT       POLICY     PECT       LOC       AUTOMOBILE LIABILITY       ANY AUTO       ALL GWIED AUTOS       SCHEDULED AUTOS       HIRED AUTOS       INON-OWNED AUTOS       GARAGE LIABILITY       ANY AUTO       ANY AUTO       GENERS COMPENSATION AND       POCCUR       CLAIMS MADE       DEDUCTIBLE       REED CLABILITY       NOR-OWNER AND       POWERS' LIABILITY       OCCUR       CLAIMS MADE       DEDUCTIBLE       RETENTION       S       REED SCIDEOCOP       S. describunde       COLAR MOVISIONS below       EFF.       Liab/Contractors       2190384       02/01/2008       02/01/2008	TYPE Dr INSURANCE     POLL'I NUMBER     DATE (MM/DD/YQ     DATE (MM/DD/YQ     DATE (MM/DD/YQ       GENERAL LUBILITY     COMMERCIAL GEMERAL LUBILITY     EACH OCCURRENCE       Date (MM/DD/YQ     DATE (MM/DD/YQ     DATE (MM/DD/YQ     DATE (MM/DD/YQ       COMMERCIAL GEMERAL LUBILITY     Date (MM/DD/YQ     DATE (MM/DD/YQ     DATE (MM/DD/YQ       Commercial     Commercial     Date (MM/DD/YQ     Date (MM/DD/YQ       GENERAL LUMENTY     GENERAL AGREGATE     Date (MM/DD/YQ     Date (MM/DD/YQ       General LUMIT APPLIES PER     PRODUCTS - COMPIOP AGG       POULCY     JEOT     Loc       ANTO     ALL OWNED AUTOS     Edemond       MRED AUTOS     BOOLY INJURY     BOOLY INJURY       MRED AUTOS     BOOLY INJURY     BOOLY INJURY       MARCE LABILITY     BOOLY INJURY     BOOLY INJURY       NN-OWNED AUTOS     BOOLY INJURY     BOOLY INJURY       MARCE AUTOS     BOOLY INJURY     BOOLY INJURY

RE: Alvarado Water Treatment Plant Upgrade & Expansion Project

(Operations of the Named Insured, including above)

Client is an insured as respects Contractors Pollution Liability Insurance per

attached wording.

Except 10 days for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION			
City of San Diego Water Department Julie Ballesterous 600 B Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY			
Suite 600 San Diego, CA 92101-4229	OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard Rampolla Exec Departure complia			
ACORD 25 (2001/08)				

ACORD 25 (2001/08)

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02/14/2008

# 02/14/2008

RE: MALCOLM PIRNIE, INC.000054

With respect to CONTRACTOR'S POLLUTION LIABILITY INSURANCE, the client for whom the INSURED performs or performed COVERED OPERATIONS is included as an insured, provided that a written contract or agreement is in effect between the INSURED and the client. However, such clients are covered under this Policy solely with respect to LOSS arising from COVERED OPERATIONS and are not covered for any LOSS arising from the client's own liability. Clients of the INSURED are covered under this Policy only for limits of liability up to but not exceeding the amount required by the written contract with the INSURED and subject to the limits of liability of this Policy.

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING AMENDMENT NO. 2 WITH MALCOLM PIRNIE, INC. AND AMENDMENT NO. 3 WITH CH2M HILL, INC. FOR VARIOUS WATER PROJECTS.

WHEREAS, the City entered into an Agreement with Malcolm Pirnie, Inc. [MPI] on April 15, 2002, to provide construction support services on the Earl Thomas Reservoir Replacement, and design and construction support services on the Alvarado Water Treatment Plant [AWTP] Phase II; and

WHEREAS, the City entered into a First Amendment to the Agreement with MPI on March 1, 2007, to extend the contract for three years and increase the compensation by \$1,300,000 to provide construction support services on the Earl Thomas Reservoir Replacement, and design and construction support services on the AWTP Phase II; and

WHEREAS, a Second Amendment to the agreement with MPI is needed to extend the term of the Agreement through December 31, 2012, update the design for the Phase III Rehabilitation of Basins 1 & 2, and to provide construction support services for both Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2.; and

WHEREAS, the City entered into an Agreement with CH2M Hill, Inc., on January 14, . 2002, to provide construction management services for the Earl Thomas Reservoir Replacement and AWTP Phase II; and

WHEREAS, the City entered into a First Amendment to the Agreement with CH2M Hill, Inc., on July 2, 2004, to provide construction management services for the Earl Thomas Reservoir Replacement and AWTP Phase II; and

WHEREAS, the City entered into a Supplemental Agreement with CH2M Hill, Inc., on November 30, 2006, to provide construction management services for an additional three years for the Earl Thomas Reservoir Replacement and AWTP Phase II; and

WHEREAS, the City entered into a Second Amendment to the Agreement with CH2M Hill, Inc., December 1, 2006, to extend the contract time threes and revise the phase funded compensation schedule by \$467,789.16 to provide construction management services for the Earl Thomas Reservoir Replacement and AWTP Phase II; and

WHEREAS, construction is now proceeding on Phase IV Ozone Improvements, Phase III Rehabilitation of Basins 1 & 2 and SD17FCF/PS at AWTP; and

WHEREAS, a Third Amendment to the Agreement with CH2M Hill is needed to extend the term of the Agreement through December 31, 2013, and to provide construction management services to these projects; and

WHEREAS, each of these various projects are complex and subject to Department of Public Health Compliance Orders; and

WHEREAS, both MPI and CH2M Hill have the needed expertise in the areas of water treatment design development and treatment plant construction management, respectively;

#### -PAGE 2 OF 7-

#### 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, to execute a phase -funded Second Amendment to the Agreement with Malcolm Pirnie, Inc., for design and construction support services in CIP No. 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) in the amount not to exceed \$5,183,696, 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 funding for the phase funded Second Amendment to the Agreement with Malcolm Pirnie, Inc. shall be allocated as follows: Phase 7 (FY08) = \$1,100,000.00; Phase 8 (FY09) = \$2,100,000.00; Phase 9 (FY10) = \$1,983,696.00. The execution of these phases shall be performed by the Mayor or his designee contingent upon City Council approval of the Project in the Water Department's budget for the above fiscal years, and contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

Section 3. That the Mayor, be and he is hereby authorized and empowered to execute, for and on behalf of said City, to execute a phase-funded Third Amendment to the Agreement with CH2M Hill, Inc., for construction management services in CIP No. 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) in the amount not to exceed \$6,433,716 and in CIP No. 73-314.0,

#### -PAGE 3 OF 7-

San Diego 17 Flow Control Facility and Pump Station in the amount not to exceed \$969,607, for a total amount of \$7,403,323, under the terms and conditions set forth in the agreement on file in the Office of the City Clerk as Document No. OO-\_\_\_\_\_.

Section 4. That funding for the phase funded Third Amendment to the Agreement with CH2M Hill, Inc. shall be allocated as follows: Phase 6 (FY08) = 2,207,000.00; Phase 7 (FY09) = 3,927,000.00; Phase 8 (FY10) = 1,348,521.00; Phase 9 (FY11) = 100,000.00. The execution of these phases shall be performed by the Mayor or his designee contingent upon City Council approval of the Project in the Water Department's budget for the above fiscal years, and contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

Section 5. That the expenditure of \$3,785,529 from CIP No. 73-261.3, Alvarado Water Treatment Plant-Upgrade and Expansion (Phase III Rehabilitation of Basins 1 & 2), Fund No. 41500, Water, for the purpose of executing these agreements is authorized, contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

Section 6. That the expenditure of \$969,607 from CIP No. 73-314.0, San Diego 17 Flow Control Facility and Pump Station, Fund No. 41500, Water, for the purpose of executing the CH2M Hill, Inc. agreement, contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

#### -PAGE 4 OF 7-

Section 7. Authorizing FY08-Phase 7 in the amount of \$1,100,000 with Malcolm Pirnie, Inc., for Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2). The execution of these phases shall be performed by the Mayor or his designee contingent upon City Council approval of the Project in the Water Department's budget for the above fiscal years, and contingent upon the City Auditor and Comptroller furnishing one or more certificates certifying that funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

Section 8. Authorizing FY08-Phase 6 in the amount of \$2,027,469 with CH2M Hill, Inc., for Alvarado Water Treatment Plant-Upgrade and Expansion (Phase IV Ozone Improvements and Phase III Rehabilitation of Basins 1 & 2) and San Diego 17 Flow Control Facility and Pump Station.

Section 9. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

Section 10. That this activity is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15378(c). This activity is a subsequent discretionary approval covered under LDR No. 40-0259, Addendum to EIR No. 88-0459, Alvarado Water Filtration Plant Expansion and Rehabilitation. The activity is adequately addressed in the environmental document and there is no change in circumstances, additional information, or project changes to warrant additional environmental review pursuant to CEQA Guidelines section 15177.

#### -PAGE 5 OF 7-

Section 11. That this activity is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15378(c). This activity is a subsequent discretionary approval covered under Negative Declaration (No. 104515, Final Report Dated November 22, 2006), San Diego 17 Pump Station/22 Flow Control Facility Project. The activity is adequately addressed in the environmental document and there is no change in circumstances, additional information, or project changes to warrant additional environmental review pursuant to CEQA Guidelines section 15162.Section 9. That a full reading of this ordinance is dispensed with prior to passage, since a written copy was made available to the City Council and the public prior to the day of its passage.

Section 12. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

Section 13. 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 le. By

Mark M. Mercer Deputy City Attorney

MMM:sb:nda 05/09/08 Aud.Cert.: Or.Dept:E&CP 0-2008-125

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

## SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND MALCOLM PIRNIE, INC. FOR CONSULTING SERVICES

This Second Amendment to the Agreement dated April 5, 2002 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Malcolm Pirnie, Inc., a New York corporation [Consultant].

## RECITALS

- A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-296348, to provide professional engineering services to City for the Alvarado Water Treatment Plant Upgrade and Expansion Phase IV Project [Project].
- B. The Parties entered into the First Amendment, which is on file in the Office of the City Clerk as Document No. OO-19569, to provide additional engineering design and construction support services for the Project.
- C. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A.2], for a compensation amount not to exceed \$5,183,696 of which \$4,783,696 is for the continuing Scope of Work tasks, and \$400,000 is for increased Additional Services, with total compensation for services provided under the Agreement not to exceed \$14,148,233.00.
- D. Consultant desires to provide the services required under this Second 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 -

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 Exhibit A, Exhibit A.1 and Exhibit A.2, Scope of Services, at the direction of the City on a fixed fee basis as specifically enumerated in Exhibit B.2, Compensation Schedule; Exhibit C.2, Schedules; and in accordance Exhibit D.2, Time Schedule.

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

This Amendment shall be effective on the date it is executed by the last party to sign the Agreement, and it shall be effective until December 31, 2012 or until completion of the last task hereunder, whichever occurs first.

3. That Section 3.1 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 Second Amendment to the Agreement, in an amount not to exceed \$5,183,696 as set forth in Exhibit B.2, Compensation and Fee. The Consultant shall be entitled to compensation for Professional Services under this Second 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 Second 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 \$14,148,233.

4. That Section 3.3 (Additional Costs) 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 Second 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 \$400,000. 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 3.6, Funding Phases, be deleted in its entirety and replaced with the following:

3.6 **Funding Phases**.

The Professional Services to be performed under this Agreement shall be performed during nine (9) separate and specific Funding Phases, identified below and in Exhibit B.3. The

total Compensation for each Funding Phase shall not exceed the sum identified below for each Funding Phase, unless said amounts are modified in writing by an amendment to this Agreement.

Funding Phase	Dates	Base Fee	Additional Services	Funding Phase Total Compensation
1-6	Award to 6/30/07	t	Previously Authorized	\$8,964,537
7 .	7/01/07 to 6/30/08	\$1,050,000	\$50,000	\$1,100,000
8	7/01/08 to 6/30/09	\$1,900,000	\$200,000	\$2,100,000
9	7/01/09 to 12/31/12	\$1,833,696	\$150,000	\$1,983,696
Total		\$4,783,696	\$400,000	\$14,148,233

6. DELETE ARTICLE VI – INDEMNIFICATION in its entirety and replace with the following:

#### ARTICLE VI - INDEMNIFICATION

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

- 3 -

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.

7. That section 8.20 (San Diego's Strong Mayor Form of Governance) be added as follows:

**8.20 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.

- 8. That Exhibit A.2, Scope of Services, Engineering and Architectural Services and Support for Construction of Improvements to the Alvarado Water Treatment Plant, a copy of which is attached hereto and incorporated herein by this reference, shall supplement Section 1.1 of the Agreement, Scope of Services. All references in the Agreement and the Amendments made thereto to either Exhibit A, Exhibit A.1 and Exhibit A.2 shall be deemed to refer to the Scope of Services as defined under Section 1.1.
- 9. That Exhibit B.1, Compensation Schedule, is replaced with Exhibit B.2, Compensation Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit B or Exhibit B.1 shall be deemed to refer to Exhibit B.2.
- 10. That Exhibit C, Fee Schedule, is replaced with Exhibit C.2, Fee Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit C, Fee Schedule, shall be deemed to refer to Exhibit C.2, Fee Schedule.
- 11. That Exhibit C.2, Schedules, Effective as of January 2008, is added to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.
- 12. That Exhibit C-1.2, Schedule of Labor Rates, Effective as of January 2008, is added to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.
- 13. That Exhibit D.1, Time Schedule, is replaced with Exhibit D.2, Time Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit D or Exhibit D.1 shall be deemed to refer to Exhibit D.2.

- 14. That Exhibit E.2, City's Equal Opportunity Contracting Program Consultant Requirements, is added to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.
- 15. That Exhibit B.3, Phase Funding Compensation Schedule, is added to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.
- 16. The Parties agree that this Second 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.

IN WITNESS WHEREOF, this Second Amendment to the Agreement between the City

of San Diego and Malcolm Pirnie, Inc. for Consulting Services is executed by the City of San

Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No O-

\_\_\_\_\_, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO Mayor or Designee

By		 
Date:		 

MALCOLM PIRNIE, INC.

By:	La Lauri
Name:	JULEPH A. LAURIA
Title:	VICE PRESIDENT
Date:	FEB 5, 2008

By: Ho	hed the
Name:	oberf J. Warren
Title:	E PRESIDENT
Date: _	reb 6 2008

I HEREBY APPROVE the form and legality of the foregoing Amendment on this

, 2008.

\_\_ day of \_\_

MICHAEL AGUIRRE, City Attorney

By:

Mark M. Mercer Deputy City Attorney

## The City of San Diego Water Department, Capital Improvements Program

#### EXHIBIT A.2 Scope of Services

## Engineering and Architectural Services and Support for Construction of Improvements to The Alvarado Water Treatment Plant

This scope of services includes the following services:

- Finalize the design effort for the Renovation of the Existing Flocculation/Sedimentation Basins.
- Provide construction support for Renovation of the Area 30 Existing Flocculation/Sedimentation Basins and the Area 50 Ozone Facilities, including final inspection and testing.
- Prepare record drawings for the Area 30 Flocculation/Sedimentation Basins and the Area 50 Ozone Facilities.

Specific tasks to accomplishing the work are shown below.

#### Task 1. PROJECT ADMINISTRATION

1.1 General Administration

Perform project administration associated with accomplishing Tasks 2 through 10 between June 1, 2007 and December 31, 2012. Effort will include the following:

- Maintain project controls (schedule and budget).
- Monitor costs and schedule status, prepare status reports.
- Maintain records management procedures.
- Prepare and issue monthly invoices for services rendered.

#### Task 2.A DESIGN SERVICES DURING CONSTRUCTION

Specific subtasks for the Area 30 Renovation of the Existing Flocculation/Sedimentation Basins and the Area 50 Ozone Facilities are listed below:

#### 2A.1 <u>Renovation of the Existing Flocculation/Sedimentation Basins</u>

- 1. Interpret Contract Documents
  - Provide interpretation of contact documents in response to written requests for information (RFI's) by the Contractor. Estimated number

Scope of Services

2/4/2008



of RFI's is 140. The response time goal is seven days. Response time will be accelerated in order to support the construction schedule.

- 2. Review Technical Submittals
  - Review of technical submittals. The response time goal is fourteen days per submittal. Response time will be accelerated in order to support the construction schedule. Estimated number of Submittals is 180.
- 3. Preparation of Requests for Quotes (RFQ's) and Design Clarification (DC's). Estimated number of RFQ's and DC's is 30.
  - Prepare RFQ's requesting that formal documentation be provided by the Contractor for changes to the Contract Documents or for additional related construction. Prepare written engineering initiated DC's of the Contract Documents.
- 4. Site Visits and Field Support
  - Provide an average of one labor-day per week of on-site support by the Consultant's representative. While not a specific role, the on-site Consultant's representative shall provide written notification to the City and/or Construction Manager when safety or quality of construction issues are observed on the site.
- 5. Partnering
  - Attend Project partnering sessions.
- 6. Meetings
  - Attend on-site construction meetings. These meetings will also be attended by the on-site Consultant's representative as part of the effort in 2A.1.4 above.
- 7. Construction Manager Coordination
  - Provide general coordination/communication with the Construction Manager.
- 8. Punch List Development Assistance, Start-up and Training
  - Provide written observations to the Construction Manager to assist with punch list development for the Area 30 Renovation of the Existing Flocculation/Sedimentation Basins. Observation may include such items as concrete surface finishes, coatings, equipment and piping anchoring or supports, operation of equipment, unit process performance, code violations, installations contrary to the construction documents, etc.
  - Assist with start-up of the Area 30 Flocculation/Sedimentation Basins.
     Effort includes attending start-up meetings led by the Construction

Manager, observing actual start-up of the unit processes and evaluating their general performance and operations.

- 9. Prepare Record Drawings
  - Prepare record drawings for the Renovation of the Existing Flocculation/Sedimentation Basins Design. The estimated number of drawings is 131.
- 10. Other Related Services
  - Provide engineering support for the Project (Includes Architectural Board attendance, and Model updating).
- 11. Review Cost Reduction Incentive Proposals
  - Review cost reduction incentive proposals as may be submitted by the Contractor in accordance with City's Special Provisions.

#### 2A.2 Ozone Facilities

- 1. Interpret Contract Documents
  - Provide interpretation of contact documents in response to written requests for information (RFI's) by the Contractor. The estimated number of RFI's is 280. The response time goal is seven days. Response time will be accelerated in order to support the construction schedule.
- 2. Review Technical Submittals
  - Review of technical submittals. The response time goal is fourteen days per submittal. The estimated number of technical submittals is 360. Response time will be accelerated in order to support the construction schedule.
- 3. Preparation of Requests for Quotes (RFQ's) and Design Clarification (DC's). The estimated number of RFC's and DC's is 100.
  - Prepare RFQ's requesting that formal documentation be provided by the Contractor for changes to the Contract Documents or for additional related construction. Prepare written engineering DC's of the Contract Documents.
- 4. Site Visits and Field Support
  - Provide an average of two and one-half (2 1/2) labor-days per week of on-site support by the Consultant's representative. While not a specific role, the on-site Consultant's representative shall provide written notification to the City and/or Construction Manager when safety or quality of construction issues are observed on the site.

- 5. Partnering
  - Attend Project partnering sessions.
- 6. Meetings
  - Attend on-site construction meetings. These meetings will also be attended by the on-site Consultant's representative as part of the effort in 2A.2.4 above.
- 7. Construction Manager Coordination
  - Provide general coordination/communication with the Construction Manager.
- 8. Punch List Development Assistance, Start-up and Training
  - Provide written observations to the Construction Manager to assist with punch list development for the Area 50 Ozone Facilities. Observation may include such items as concrete surface finishes, coatings, equipment and piping anchoring or supports, operation of equipment, unit process performance, code violations, installations contrary to the construction documents, etc.
  - Assist with start-up of the Area 50 Ozone Facilities. Effort includes attending start-up meetings lead by the Construction Manager, observing actual start-up of the unit processes and evaluating their general performance and operations.
- 9. Prepare Record Drawings.
  - Prepare record drawings for the Area 50 Ozone Facilities. The estimated number of drawings is 262.
- 10. Other Related Services
  - Provide engineering support for the Area 50 Ozone Facilities (including commencement, Architectural Board attendance and Model updating).
- 11. Review Cost Reduction Incentive Proposals
  - Review cost reduction incentive proposals as may be submitted by the Contractor in accordance with City's Special Provisions.

#### 2A.3 Startup Training and Optimization

- 1. Control Development Assistance
  - 1.1 Develop ozone system simulator and control-automation guidelines.
    - Develop process control simulator using Excel so all involved parties might "operate" the ozone system *via* virtual reality.
    - Develop a draft copy of "control-and-automation" guidelines that explain the control logic, along with example calculations. Guidelines include, but are not necessarily limited to:

- Disinfection calculations.
- Contactor and generation system gas flow rate control.
- Ozone generator power control.
- Disinfection-trim control via automatic adjustment of ozone dose set point.
- 1.2. Prepare and present ozone system control approach to owner.
  - Prepare and present an ozone-control workshop. The purpose of this workshop is to validate the control strategy that is to be implemented, considering site-specific aspects that are well known by the plant staff
  - Demonstrate how the simulator works and allow plant staff to "operate" the plant using the simulator in order to get a good feel as to how the ozone system is expected to operate
  - Revise simulator and control-guidelines following the ozone control workshop.
- 1.3. Attend ozone system control loop development/review workshops to identify and resolve any problems that might arise with the details of the control loop descriptions.
  - Attend control-loop development and review meetings with plant staff, as applicable.
  - Provide control-loop development consultation activities, as required.
- 1.4. Attend ozone system control programming development/review meetings to identify and resolve any problems that might arise with the details of control system programming.
  - Attend control-loop development and review meetings as applicable.
  - Provide control system programming consultation activities, as required
- 2. Production/Power Performance Test
  - 1.1 Pre-Test Meeting
    - Prepare an Excel spreadsheet for assessing performance, including expected data and calculated results
    - Develop a draft testing protocol document for review at the pretest meeting
    - Facilitate discussions at a pre-test meeting to finalize specific testing plans.

Scope of Services

5

- Based on the discussions at the pre-test meeting, prepare and distribute a final testing protocol document including any agreed-to action items. Example action items include instruments of record; length of test; calculation methodology; quality assurance; destruction of excess ozone, if necessary, for the high production tests that are performed; and data collection location, frequency and format
- 1.2. Performance Test Week
  - Observe the performance tests and assess quality control checks for all readings of record. Interpret and discuss quality control results with the owner and supplier to ensure that all parties agree with the readings that are collected.
  - Complete ozone production and system efficiency calculations and calculate status of compliance with specifications as the results of the tests are recorded and entered into the Excel spreadsheet. Discuss results with owner and supplier while testing is in progress.
  - Develop and utilize spreadsheet for evaluation of the potassium iodide wet testing data to document accuracy of the high concentration ozone gas phase analyzers on the outlet of each ozone generator.
  - Facilitate discussion of changes in testing protocol that might have to be implemented at the time of the test due to circumstances beyond control.
  - Print spreadsheet reports and explain results at a summary exit meeting. It is expected that testing would be completed during a 5-day period of time. Testing beyond a 5-day time frame would be considered as additional services.
  - Discuss testing procedures and observed results with the plant operating staff to increase staff awareness of ways to maintain optimized performance in the future.
- 1.3. Performance Test Report
  - Prepare the performance test report that summarizes results that were explained at the exit meeting.
  - Report will include a discussion of special considerations that may be helpful for future system operation, maintenance, control and optimization.

## 1.4. Startup Training and Optimization Assistance

- Develop and train an "Ozone Startup Support Team" that would be comprised of staff selected from different plant disciplines, such as operations, mechanical maintenance, electrical maintenance, and instrumentation. Selection made by city.
- 2. Develop and implement training sessions and assist the Ozone Startup Support Team in their development of plant-specific operating procedures.
  - Conduct a series of four (4) 8-hour workshops to train city staff in the water quality interactions, equipment description, operation and maintenance of the Ozone Facility and controls. Workshops will be conducted twice to facilitate staff attendance and may be used for CEU credits
- 3. Provide follow up training and technical assistance, after plant startup, to address items that might be new or unique to each plant that was unknown at the time of pre-startup training.
  - Provide follow-up technical consultation consisting of site visits and phone consultation over a 12 month period after startup, directed towards optimization performance and operation of the ozone system operation, plus review and development of proposed updates to the control logic, if applicable

## Task 2B. PROCESS CONTROLS CONFIGURATION

- Provide configuration services for the City of San Diego Alvarado Water Filtration Plant Process Control System (PCS), as given below. The configuration effort will be conducted primarily by EMA Services, Inc.
- The fee estimate for all PLC configuration and process application control logic has been developed based on 1.) the input/output (I/O) list and process and instrumentation diagrams in the Area 50 Contract Documents and 2.) draft I/O list and draft process and instrumentation diagrams for the Area 30 project based on the 90% complete design drawings and the Area 40 (Flocculation/Sedimentation Basins 3 and 4) Contract Documents.
- PLC program development will be performed using PLC hardware and Concept software provided by City.
- Documentation shall cover PLC configuration and application programs. Documentation shall not include detailed operations and maintenance information for the process equipment, package systems, PCS Master Station and start up/shut down sequences not performed through the PLC.

## 2B.1 Renovation of the Existing Flocculation/Sedimentation Basins

- 1. PLC and HMI Programming
  - 1.1 PLC Program Development

PLC Program development will be based on a modular, object oriented approach using the City standard modules as a basis. The approach consists of the following:

Develop Control Modules

Develop control modules for each equipment type and associated control scheme utilizing the City standard control modules as a basis. Develop and document each module to define all inputs, outputs, and HMI interfaces.

Develop Simulation Modules

Develop simulation modules using Concept programming tools to simulate field I/O and process dynamics. Simulation modules will be based on Construction Contract P&IDs, electrical control diagrams, and loop descriptions.

Develop and Test Process Area Control Programs

Develop database and control logic for the Floc/Sed Basins. Utilize simulation modules to simulate field I/O and process dynamics. Test the control modules, database, and displays using the process area simulation modules. Verify that control modules, database, and displays function as defined in the Control Loop Descriptions under simulated conditions. Modify control modules and database, as required to provide the functionality defined in the Control Loop Descriptions.

- 1.2 HMI Configuration Development
- Prepare PCS Master Station graphic process displays, trends, and alarms using the City and Alvarado WTP standards. Master Station display development will utilize a hierarchical approach consisting of overview, unit process, and popup displays.
- Using the database standards defined in the City and Alvarado WTP standards and the point list from the Construction Contract Documents; generate the complete PCS system database, including alarm and historian parameters.
- Process Historian report development is not included in this scope of services.
- Wonderware InTouch software and computer hardware identical to that used at the Alvarado WTP will be supplied to EMA for configuration development

2 - Operators Training and User Manuals

Task 2.1 - HMI Users Manual

• Prepare HMI User & Programmer Manual for use by the Operation Staff. Manuals will be developed using a hierarchical approach and will include process overview, navigation, and database sections

Task 2.2 - Operator Training

- Develop training curriculum and course materials for training of Operation staff.
- The training includes step by step instructions on the navigation, monitoring of devices and processes, alarms displays and alarm handling.
- 3 Integration Services
  - 3.1 Pre-Installation Simulation Testing
  - The simulation testing will demonstrate functions outlined in the Control Loop Descriptions provided in specification section 13301. The test procedures will include point testing, and manual/automatic control testing of all loops defined in section 13301.
  - The Modicon PLC hardware and Concept software and Wonderware software and computer hardware supplied for application software development will be used to conduct the simulation testing.
  - 3.2 Site PLC/HMI Integration
  - Coordinate integration of existing HMI configuration and PLC 1A Concept program with the Floc/Sed PLC program and HMI displays, trends, alarms, and database. This coordination includes the review of Maintenance of Plant Operations (MOPO) to minimize risk to operations, maintenance, and water quality.
  - One MOPO workshop will be conducted with City to coordinate the installation of the new applications in the existing system.
  - Application software installation will be performed per the MOPO plan.

3.3 – Assist Contractor with the Loop Checks

- Start the loop checking activities 2 weeks after the contractor begins the loop termination task.
- 3.4 PLC/HMI Functional Testing
- This test will demonstrate the application software is integrated into the existing PCS, is ready for operation, and provides the functionality defined in the Control Loop Descriptions
- Prior to PLC/HMI Functional Testing the Contractor will have completed all loop and component inspections and tests, field device

Scope of Services

to panel TB wiring tests, component and loop calibration, and hardwired interlocks functional testing. It is also assumed the Factory Testing is complete and all punch-list items resolved as well.

- The test procedures will include all required functions for all loops.
   Floc/Sed interlocking and communications will be tested on a loop-byloop basis.
- 3.5 Start Up Process Area
- This includes system wide testing of the PLC/HMI programs.

## 2.B.2 Ozone Facilities

- 1. PLC and HMI Programming
  - 1.1 PLC Program Development Approach

PLC Program development will be for the Constant Range Concentration and Ozone Auxiliary process equipment control. Programs will be based on a modular, object oriented approach using the City standard modules as a basis. The approach consists of the following:

Develop Control Modules

Develop control modules for each equipment type and associated control scheme utilizing the City standard control modules as a basis. Develop and document each module as defined Construction Contract control loop descriptions, and define all inputs, outputs, and HMI interfaces

Develop Simulation Modules

Develop simulation modules using PICS Simulation software to simulate field I/O and process dynamics. Simulation modules will be based on Construction Contract P&IDs, electrical control diagrams, and loop descriptions.

Develop and Test Process Area Control Programs

Develop database and control logic. Utilize simulation modules to simulate field I/O, Inter-PLC communications, and process dynamics. Test the control modules, database, and displays using the process area simulation modules. Verify that control modules, database, and displays function as defined in the Control Loop Descriptions under simulated conditions. Modify control modules and database, as required to provide the functionality defined in the Control Loop Descriptions.

PLC program development will be performed using the 50PLCA/B PLC hardware and Concept software provided by others

1.2 - PLC Program Development

PLC Program development will be based on a modular, object oriented

approach using the City standard modules as a basis. The total point count for this programming is 798. The approach used for Ozone Constant Range Concentration Control, Contact Time Control, Ozone Residual Quenching, and Auxiliary Equipment will be as defined previously in this task.

The auxiliary equipment PLC programming included in this task is for the following. The total point count for the auxiliary equipment is 289.

- Chemical Addition, Ammonia Pumps
- Sanitary Lift Station
- Ozone Cooling Water System
- Sodium Bisulfate Storage Tanks and Distribution Pumps
- Sodium Bisulfate Day Tank and Metering Pumps
- Chemical Dilution Pumps
- Ozone Settled Water Pump Station
- Floc/Sed Ozone Bypass
- Ammonium Mixing Pumps for Ozone Generation
- Ammonium Mixing Pumps for Existing Filters 9-16
- Finished Water at Ammonia Metering
- Metering Pump Expansion Pumps
- 1.3 HMI Configuration Development
- Prepare PCS Master Station graphic process displays, trends, and alarms using the City WTP standards. Master Station display development will utilize a hierarchical approach consisting of overview, unit process, and popup displays.
- Using the database standards defined in the City WTP standards and the point list from the Construction Contract Documents; generate the complete PCS system database, including alarm and historian parameters.
- Process Historian report development is not included in this scope of services.
- It is assumed that the Alvarado PCS Master Station has been previously upgraded to the standards of the Miramar WTP PCS Master Station.
- The PCS Master Station Integration level of effort is based on Specification Section 13321 Paragraph 1.1-B and the following.
  - The OSS will develop the Wonderware InTouch application for one Operator Work Station (OWS) in the Ozone Control

Scope of Services

Building. Malcolm Pirnie will meet with OSS to coordinate Display standards and review display development to ensure compatibility with the existing PCS application and adherence to City standards.

- Integrate the OSS developed InTouch display application into the PCS Master Station application as additional process area displays.
- Alarms and alarm history will be different between the OSS OWS and the PCS. The OSS OWS will contain local alarms only. The PCS will contain all facility alarms and the Ozone system alarms.
- Process History from the Ozone system will be stored on the PCS Historian.
- The Ozone System HMI integration effort is based on 798 points for integration

1.4 - PLC/HMI Application Software & Programmers Users Manual

- Prepare PLC and HMI Software User & Programmer Manuals for use by trained and experienced Modicon Concept and Wonderware technicians. Manuals will be developed using a hierarchical approach. PLC and HMI manuals will both include program development process overview, program structure, navigation, and database sections. PLC manuals will also include a cross reference to detailed control strategies and documented logic.
- Prepare HMI User & Programmer Manual for use by the Operation Staff. Manuals will be developed using a hierarchical approach. HMI manual will include program process overview, navigation, and database sections. Develop training curriculum and course materials for training of Operation staff.

1.5 - PLC/HMI Software Maintenance and Operator Training

Develop training curriculum and course materials for training Utility Technicians on the operations and maintenance of the Concept and Wonderware application software.

- 1.5.1. Maintenance Training
  - PLC course material will include detailed instructions and programming environment screen captures to guide the student through the hands-on training. The course objective is to provide students, proficient in the application and maintenance of Concept how to utilize the PLC Software User & Programmer Manuals to troubleshoot and maintain the PLC system application software. This training is not intended to teach the student Concept programming or how to operate the plant

through the control system. Provide two classes at the water treatment plant, one day in duration each, for a maximum of six students.

 HMI course material will include detailed instructions and programming environment screen captures to guide the student through the hands-on training. The course objective is to provide students, proficient in the applications and maintenance of Wonderware InTouch how to utilize the HMI Software User & Programmer Manuals to troubleshoot and maintain the HMI application software. This training is not intended to teach the student InTouch configuration or how to operate the plant through the control system. Provide two classes at the water treatment plant, one day in duration each, for a maximum of three students.

1.5.2. Operator Training

- Develop training curriculum and course materials for training of Operation staff.
- The training includes step by step instructions on the navigation, monitoring of devices and processes, alarms displays and alarm handling

1.6 - Pre-Installation Simulation Testing

- The simulation testing will demonstrate functions outlined in the Constant Range Concentration Control Strategies. The test procedures will include all required functions for all loops, strategies, and the Constant Range Concentration Control Strategy.
- The Modicon PLC hardware and Concept software, Wonderware software, PICS simulation software, and computer hardware supplied for application software development will be used to conduct the simulation testing

1.7 - PLC/HMI Integration

- Coordinate integration of existing PCS with the Ozone System 50PLCA/B PLC control programs and HMI displays, trends, alarms, and database and the OSS Ozone sub-system. This coordination includes the review of Maintenance of Plant Operations (MOPO) to minimize risk to operations, maintenance, and water guality.
- One MOPO workshop will be conducted with City to coordinate the installation of the new applications.
- Application software installations will be performed per the MOPO plan
- 1.8 Assist Contractor with the Loop Checks

 Assist the contractor during Loop checks. The loop checking includes the I/O tests from the HMI to the field devices. The loop checking activities will commence 2 weeks after the contractor begins the loop termination task.

## 1.9 - PLC/HMI Functional Testing

- This test will demonstrate the application software is integrated into the existing PCS, is ready for operation, and provides the functionality defined in the Control Loop Descriptions. Testing is estimated to take two days.
- Prior to PLC/HMI Functional Testing the Contractor will have completed all loop and component inspections and tests, field device to panel TB wiring tests, component and loop calibration, and hardwired interlocks functional testing. It is also assumed the Factory Testing is complete and all punch-list items resolved as well.
- The test procedures will include all required functions for all loops and strategies. Ozone Constant Concentration and Constant Range control interlocking and communications will be tested on a loop-by-loop basis.

1.10 – Start Up Process Area

• This includes system wide testing of the PLC/HMI programs.

## Task 3. DESIGN

#### 3.A AREA 30 - EXISTING FLOC/SED BASINS,

 Provide design services to advance the design drawings and specifications for Renovation of the Existing Floc/Sed Basin from 90% to 100% complete. Prepare final design drawings specifications as bid documents. Also, provide bid phase services for the Area 30 Facilities. Specific tasks associated with this effort are described below.

#### 3.A.1 Design Management and QA/QC

 Manage the design and provide quality administration and quality control (QA/QC) of the existing flocculation/sedimentation plans and specification development.

## 3.A.2 Drawings and Specifications

- 1. General
- Finalize the Area 30 title sheet, index, abbreviations, process flow schematic drawing, and hydraulic profile drawings (10 drawings total).
- 2. Civil Design
- Finalize the civil design including plans, profiles details and specifications for grading and paving and yard piping associated with

the existing Flocculation/Sedimentation Basins 1 and 2 and the Basin No. 2 Meter Vault (7 drawings total).

- 3. Corrosion Protection
- Finalize corrosion protection design which include the work necessary to protect the buried piping and submerged equipment in Flocculation/Sedimentation Basins No. 1 and 2 (6 drawings total).
- 4. Demolition
- Finalize demolition design which include the plans, sections details and specifications for the work necessary to accommodate the renovation of the existing flocculation/sedimentation basins and some additional work in the operations building basement (8 drawings total)
- 5. Architectural Design
- Finalize the architectural design which plans, details, and specifications for handrail, signage, and doors associated with the existing Flocculation/Sedimentation basins (7 drawings total).
- 6. Structural Design
- Finalize the structural design which includes plans, sections, details and specifications for the existing flocculation/sedimentation basins (18 drawings total).
- 7. Mechanical Design
- Finalize the mechanical design which includes layout of process equipment, sections, details, and specifications for the existing flocculation/sedimentation basins. (15 drawings total).
- 8. HVAC
- Finalize the HVAC design which includes design and specifications for the ventilation systems and completion of the Title 24 calculation (6 drawings total).
- 9. Electrical
- Finalize the electrical design which includes layout of electrical and control wiring with specifications for the existing flocculation/sedimentation basins and minor additions to the Operations Building basement, (30 drawings total).
- 10. Process and Instrumentation
- Finalize the process and instrumentation design which included drawings and specification for field mounted instrumentation devices and control systems that will be included in the design of the new rapid mix facilities and the existing flocculation/sedimentation basins (34 drawings total).

• Complete control narratives including a description of the status alarms and control functions. Functions are tagged according to loop number and identified on the process and instrumentation drawings (P&IDs).

- Finalize the field instrument, panel instrument and control panel specifications.
- Finalize the instrumentation list cross-referencing each instrument to its specification section number and its instrumentation detail number.
- Complete Input/Output (I/O) lists for each remote terminal unit (RTU) identifying the type of I/O and the I/O tag number.

#### 3.A.3. Submittals and Review

- Provide effort for the labor and expenses required to produce review documents (plans and specifications) and final bid documents including mylars and specifications. Submittals are as follows:
- A 95% complete design package will be compiled for review and comment by the City. Six (6) copies of full size plans, 6 copies of the specifications, and 6 copies of half size plans shall be provided.
- A 100% complete design package will be compiled for review and comment by the City. Three (3) copies of full size plans, 3 copies of the specifications, and 3 copies of the calculations shall be provided.
- Respond to City design comments.
- Provide final submittal which shall include stamped, cameral-ready and electronic produced mylars and specifications.

#### 3.A.4. Bidding Assistance

Provide support for the City during the bidding phase of the Area 30
project including preparation of addenda, responding to questions of
potential bidders and preparation of camera-ready conformed documents.

#### 3B OZONE FACILITIES

## 3.B.1 Bidding Assistance

 Provide support for the City during the bidding phase of the Ozone Facilities Project including preparation of addenda, responding to questions of potential bidders and preparation of camera-ready conformed documents.

## Task 4. <u>COST ESTIMATING</u>

4.A <u>Area 30 Cost Estimates</u>

Scope of Services

- Prepare construction cost estimates at the 90 percent submittal and updates at the final submittal for Area 30 project (Renovation to the Existing Flocculation/Sedimentation Basins)
- Prepare cost estimates for change orders and review Contractor generated change orders costs as requested by the City and Construction Manager for the Area 30 Flocculation/Sedimentation Basins
- 4.B Area 50 Cost Estimates
  - Prepare cost estimates for change orders and review Contractor generated change orders costs as requested by the City and Construction Manager for the Area 50 Ozone Facilities project.

## Task 5. MAINTENANCE OF PLANT OPERATIONS (MOPO)

- 5.A <u>MOPO Effort Associated with Construction of Area 30 Floc/Sed Basins 1</u> and 2
  - Attend team meetings with key individuals comprising of Consultant, Construction Manager, City and Contractor personnel to address contract document MOPO specification issues, monitor related construction progress, and provide advice and direction in an effort to assist with meeting critical MOPO milestones associated with the existing Flocculation\Sedimentation Basins and the Basin No. 2 Meter Vault.
- 5.B MOPO Effort Associated with Construction of Area 50 Ozone Facilities
  - Attend team meetings with key individuals comprising of Consultant, Construction Manager, City and Contractor personnel to address contract document MOPO specification issues, monitor related construction progress, and provide advice and direction in an effort to assist with meeting critical MOPO milestones associated with the new Ozone Facilities.

## Task 6. <u>AGENCY LIAISON</u>

- 6.A Area 30 Floc/Sed Basins 1 and 2
  - 6.A.1 Coordination with Development Services and Fire Department
    - Assist City CIP Personnel with obtaining building permits for the existing flocculation/sedimentation basins project. Assign a person-ofcontact to interface with the department. Attend meetings with the CIP and specialized discipline leaders as necessary. Attend follow-up progress meetings with Development Services and Fire Department. Prepare meeting minutes. Provide necessary multi-discipline engineering information and support including modifications to the contract documents in order to get plan review signoff for civil, mechanical, electrical, fire, chemical storage, ADA and public access requirements.

- Meet with Development Services and the Fire Department to assist in design development of the existing flocculation/sedimentation facilities project.
- 6.A.2 Coordination with California Department of Health Services
  - Assist City CIP personnel with obtaining operating permits for the existing flocculation/sedimentation basins project. Coordinate and prepare for meetings with DHS and City CIP and operations personnel. Provide an Operations Plan for the existing flocculation/sedimentation basins project in compliance with state regulations. Provide meeting agendas and minutes.
  - Meet with DHS and City CIP and operation personnel to assist in design development of the existing flocculation/sedimentation basins project.
- 6.A.3 Coordination with Other Agencies
  - Assist City CIP personnel with obtaining public approval of plant modifications and permit governing agencies for the existing flocculation/sedimentation basins project.
- 6.B <u>Area 50 Ozone Facilities</u>
  - 6.B.1 Coordination with Development Services and Fire Department
  - Assist City CIP Personnel with obtaining building permits for the Ozone Facilities Project. Assign a person-of-contact to interface with the department. Attend meetings with the CIP and specialized discipline leaders as necessary. Attend follow-up progress meetings with Development Services and Fire Department. Prepare meeting minutes. Provide necessary multi-discipline engineering information and support including modifications to the contract documents in order to get plan review signoff for civil, mechanical, electrical, fire, chemical storage, ADA and public access requirements.
  - Meet with Development Services and the Fire Department to assist in design development of the existing flocculation/sedimentation facilities project.
  - 6.B.2 Coordination with California Department of Health Services
    - Assist City CIP personnel with obtaining operating permits for the existing flocculation/sedimentation basins project. Coordinate and prepare for meetings with DHS and City CIP and operations personnel. Provide an Operations Plan for the new Ozone Facilities Project in compliance with state regulations. Provide meeting agendas and minutes.
    - Meet with DHS and City CIP and operation personnel to assist in design development of the existing flocculation/sedimentation basins project.
  - 6.B.3 Coordination with Other Agencies

- Assist City CIP personnel with obtaining public approval of plant modifications and permit governing agencies for the existing flocculation/sedimentation basins project
- Task 7. <u>ART/EDUCATION</u> NOT USED
- Task 8 <u>SITE SECURITY FACILITIES</u> NOT USED
- Task 9. SPECIAL STUDIES
  - 9.A Floc/Sed Basins Electronic Operation and Maintenance Manuals
    - Complete the web based operations manual.

## 9.B Ozone Facilities Electronic Operation and Maintenance Manuals

• Complete the web based operations manual.

Task 10. ADDITIONAL SERVICES

This task is reserved for City authorized additional work related to the project.

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# SECOND AMENDMENT TO AGREEMENT WITH CITY OF SAN DIEGO AND MALCOLM PIRNIE, INC.

## EXHIBIT B.2 COMPENSATION SCHEDULE

			Original Agreement plus First Amendment			Second Amendment	
Task	Description	Earl Thomas	Phase II	Ozone	Area 30	Ozone	Total
		732614	732613	732617		732617	
1	Project Administration	\$ 40,000	\$_373,565	\$ 53,000	\$ 179,400	\$ 330,143	\$ 976,108
2A	Construction Support	\$ 774,243	\$2,730,838	\$	\$ 759,794	\$2,000,590	\$ 6,265,465
2B	Process Controls	\$ -	\$ 877,475	\$ -	\$ 96,747	\$ 704,016	\$ 1,678,238
3	Finalize Phase II Design	\$ -	\$ 978,099	\$	\$ 329,376	\$ -	\$ 1,307,475
3A	Ozone Final Design	\$ -	\$	\$ 873,113	\$ -	\$ 44,673	\$ 917,786
4	Cost Estimating	\$ -	\$ 115,064	\$ 34,000	\$ 43,398	\$ 5,358	\$ 197,820
5	Maintenance of Plant Operations (MOPO)	\$-	\$ 40,889	\$ -	\$ 35,598	\$ 15,947	\$ 92,434
6	Agency Liaison	\$-	\$ 271,335	\$ 100,000	\$ 22,680	\$ 43,910	\$ 437,926
7	Art/Education	\$ -	\$ 15,486	\$	\$ -	\$ -	\$ 15,486
8	Site Security Facilities	\$ -	\$ 71,723	\$ 20,000	\$ -	\$ -	\$ 91,723
9	Special Studies	\$-	\$ 188,619	\$ 20,000	\$ 42,534	\$ 129,532	\$ 380,685
. 10	Additional Services	\$ 80,000	\$1,207,087	\$ 100,000	\$ 200,000	\$ 200,000	\$ 1,737,087
	Total	\$ 894,243	\$6,870,181	\$1,200,113	\$1,709,527	\$3,474,169	\$ 14,148,233

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## SECOND AMENDMENT TO AGREEMENT WITH CITY OF SAN DIEGO AND MALCOLM PIRNIE, INC.

## EXHIBIT B.3 PHASE FUNDING COMPENSATION SCHEDULE

	· · · · · · · · · · · · · · · · · · ·		A	rea 30			Ozone	···	-	
Task	Description	Phase 7	Phase 8	Phase 9	Total	Phase 7	Phase 8	Phase 9	Total	Total
1	Project Administration	\$ 50,244	\$ 81,805	\$ 67,250	\$ 199,299	\$ 95,633	\$ 121,488	\$ 134,143	\$ 351,264	\$ 550,563
2A	Construction Support	\$ -	\$271,658	\$ 376,245	\$ 647,903	\$327,765	\$ 1,012,404	\$ 699,903	\$2,040,072	\$ 2,687,975
2B	Process Controls	\$ -	\$ 34,594	\$ 47,907	\$ 82,501	\$ -	\$ 366,108	\$ 294,342	\$ 660,450	\$ 742,951
3	Finalize Phase II Design	\$454,647	\$-	\$-	\$ 454,647				\$ -	\$ 454,647
3A	Ozone Final Design				\$ -	\$ 68,398	]\$-	\$-	\$ 68,398	\$ 68,398
4	Cost Estimating	\$ 13,803	\$ 11,943	\$ 16,538	\$ 42,284	\$ 8,204	\$ -	\$ -	\$ 8,204	\$ 50,488
5	Maint. of Plant Ops. (MOPO)		\$-	\$ 23,504	\$ 23,504	\$ -	\$-	\$ 12,005	\$ 12,005	\$ 35,509
6	Agency Liaison	\$ 31,306	\$-	\$ -	\$ 31,306	\$ -	\$-	\$ 33,057	\$ 33,057	\$ 64,363
7	Art/Education				\$-				\$-	\$ -
8	Site Security Facilities				\$				\$ -	\$ -
9	Special Studies			\$ 28,083	\$ 28,083	\$-	\$ -	\$ 100,719	\$ 100,719	\$ 128,802
10	Additional Services	\$ 25,000	\$100,000	\$ 75,000	\$ 200,000	\$ 25,000	\$ 100,000	\$ 75,000	\$ 200,000	\$ 400,000
	Total	\$575,000	\$500,000	\$ 634,527	\$1,709,527	\$525,000	\$ 1,600,000	\$1, <u>349,169</u>	\$ 3,474,169	\$ 5,183,696

2/4/2008

# EXHIBIT C.2

## FEE SCHEDULE

## Effective as of January 2008

## I. Labor Rate.

- A. Direct Labor rates shall be Consultant's actual labor rate for individuals or job classifications listed on attached Schedule C1.
- B. Consultants Multiplier on Base Labor Rate is 3.15.
- C. Labor Billing Rate equals Base Labor Rate Times Multiplier.

## II. Other Direct Costs (excluding Subconsultants).

- A. Other Direct Costs (ODC) are Consultant's actual costs for the items listed in Schedule C2.
- B. Consultant's Markup on Other Direct Costs is 4.0% of actual cost.
- C. ODC Billing Rate equals ODC plus Markup.

## III. Subconsultants.

- A. Subconsultant Costs are actual costs paid to Subconsultants by Consultant.
- B. Consultant's Markup on Subconsultant Cost is 6.0% of actual cost.
- C. Consultant Billing Rate equals Subconsultant Cost plus Markup.

## IV. 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 C3.

## EXHIBIT C.2

#### **SCHEDULES**

#### Effective as of January 2008

## C1 - Schedule of Labor Rates

Individual	Rate
See Attached Exhibit C-1.2	

e		Classification		
[	- <u> </u> -			
			· · · · · · · · · · · · · · · · · · ·	

## C2 – Schedule of Other Direct Costs

Expense Listing		]	
See Attached Schedule C-2			
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Expense Listing				
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	<u>.</u>			

## C3 – Schedule of Direct Pass Through Costs

## Expense Listing

Labor surcharge of \$0.78 per direct labor hour for project related reproduction costs of all documents and correspondence.

Mileage reimbursement rate is initially \$0.480 per mile for business miles driven, and increases to match City rates, as

allowed.

Parking-Associated with attending meetings. Receipts required

#### Expense Listing

Labor surcharge of \$3.65 per direct labor hour for computer-CADD costs

---End of Fee Schedule---

## **EXHIBIT C-1.2**

## AGREEMENT FOR ENGINEERING SERVICES BETWEEN CITY OF SAN DIEGO AND MALCOLM PIRNIE, INC. FOR PROVIDING PROFESSIONAL SERVICES FOR THE CITY OF SAN DIEGO'S UPGRADE AND EXPANSION OF THE ALVARADO TREATMENT PLANT

#### SCHEDULE OF LABOR RATES AS OF June 2007 Second Amendment

Name	<u>Rate (\$)</u>	<u>Classification</u>
McGuire, Michael	90.00 (Cap Rate)	Vice President
Warren, Robert (Jud)	90.00 (Cap Rate)	Vice President
Wasserman, Horton	76.30	Senior Associate
Weinberger, Marc R.	71.00	Senior Associate
Kennedy, Richard	65.00	Associate
Meyer, Darrell	60.00	Associate
Tabat, Lawrence	59.95	Associate
Sokol, Jeffrey A.	57.50	Associate
Schauer, Franz	62.50	Senior Project Engineer
Wilson, Paul	55.25	Senior Project Engineer
Rodieck, Allison	50.00	Senior Project Engineer
Bebee, Jack	51.00	Senior Project Engineer
Johnson, Benjamin S.	37.80	Project Engineer
Zomorodi, Mohammad H. (Soren)	37.00	Project Engineer
Kuhnel, Benjamin T.	33.80	Project Engineer
Mohrle, Markus A.	30.90	Engineer
Casavantes, Octavio M.	26.00	Engineer
Hollenbaugh, Michele	31.65	Project Architectural Designer
Smith, Kenny	46.75	Senior System Specialist
Vasquez, Richard	38.25	Senior Project Resident Engineer Specialist
Larson, Peter	45.75	Senior Project Engineering Specialist
Martinez, Jose R.	42.15	Senior CADD Specialist
Rivas, Alejandro	41.75	Senior Designer
Ramirez, Sarah S.	21.00	CADD Technician
Trujillo, Donna	24.55	Client Representative
Murphy, Jon	35.00	Senior Applications Specialist
Sparks, Cassandra L.	17.50	Administrative Assistant
	1	

Labor rates above are subject to change annually per person based on actual salaries paid by the Consultant to the individuals listed and as approved by the City.

## EXHIBIT D.2

### TIME SCHEDULE

For

### Engineering and Architectural Services and Support for Construction of Improvements to The Alvarado Water Treatment Plant

The Consultant shall provide engineering and architectural services in accordance with the attached schedule D.2-1

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2 WE	<ul> <li><sup>3S</sup> Task Name</li> <li><sup>1</sup> Project Adminis</li> <li><sup>2</sup> Ozone Facilitie</li> </ul>	stration	:	2006								
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3	9.2 O&M Manu	Jal					150 N.S.	Vi Manual				
<u></u>	<sup>3</sup> Floc Sed Basin										Floc Se	d Basins 1 and 2
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### **EXHIBIT E.2**

### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) CONTRACTOR REQUIREMENTS

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- I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.
- **II.** Nondiscrimination in Contracting Ordinance. All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
  - A. <u>Proposal Documents to include Disclosure of Discrimination Complaints</u>. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
  - B. <u>Contract Language</u>. The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.
- III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a Work Force Report or an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
  - A. <u>Work Force Report</u>. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
  - B. <u>Equal Employment Opportunity Plan</u>. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
    - 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
    - 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
    - 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;

- 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
- 5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
- 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
- 7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
- 8. The Consultant disseminates its EEO Policy to union and community organizations;
- 9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
- 10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
- 11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
- 12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
- 13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
- 14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;

- 15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
- 16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
- 17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
- 18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.
- **IV.** Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.
  - A. <u>Subconsultant Participation Level</u>
    - 1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
    - 2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.
  - B. <u>Contract Activity Reports</u>. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.
- V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business

climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:
  - 1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
  - 2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
  - 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
  - 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
  - 1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
  - 2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.
  - 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
  - 4. Community Activities. Proposer's current community activities.
- VI. List of Subconsultants. Consultants are required to submit a *Subconsultant List* with their proposal.
  - A. <u>Subconsultants List</u>. The *Subconsultant List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified

for each proposed subconsultant.

- 1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. <u>Commitment Letters</u>. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- VII. Definitions. Certified "Minority Business Enterprise" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "Women Business Enterprise" (WBE) means a business which is at least fiftyone percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "Disadvantaged Business Enterprise" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "Disabled Veteran Business Enterprise" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"Other Business Enterprise" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

#### VIII. Certification.

- A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
  - 1. Current certification by the City of San Diego as MBE, WBE, or DBE;
  - 2. Current certification by the State of California Department of

Transportation (CALTRANS) as MBE, WBE or DBE;

- 3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

### IX. List of Attachments.

- AA Work Force Report
- BB Subconsultants List
- CC Contract Activity Report





City of San Diego **EQUAL OPPORTUNITY CONTRACTING (EOC)** 1200 Third Avenue • Suite 200 • San Diego, CA 92101 Phone: (619) 236-6000 • Fax: (619) 235-5209

## WORK FORCE REPORT

#### LOCAL WORK FORCE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

### **CONTRACTOR IDENTIFICATION**

Type of Contractor:	Construction X Consultant	Vendor/Supplier Grant Recipient	<ul> <li>Financial Institution</li> <li>Insurance Company</li> </ul>	Lessee/Lessor Other
Name of Company: Malcoln				
AKA/DBA:				
Address (Corporate Headquar	ters, where applicable): <u>1(</u>	4 Corporate Park Drive.	Box 751	•
City White Plains	Coun	ty <u>Westchester</u>	State <u>New York</u>	Zip <u></u>
Telephone Number: (914) 6	94-2100	FAX Number:	(914) <u>694-9286</u>	
Name of Company CEO: Wi	lliam Dee		• <u>.</u>	
Address(es), phone and fax m	umber(s) of company facilit	es located in San Diego	County (if different from abov	e):
Address: 1525 Faraday Aver	ue. Suite 290			
City <u>Carlsbad</u>	Coun	ty <u>San Diego</u>	State <u>CA</u>	Zip <u></u> 2008
Telephone Number: (760) 60	2-3800	FAX Number:	(760) 6 <u>02-3838</u>	
Type of Business: Consulting	ng	Type of Licens	e: <u>Engineering</u>	
The Company has appointed:	Henry Chapman			
as its Equal Employment Opp	ortunity Officer (EEOO). 7	he EEOO has been given	n authority to establish, dissen	inate, and enforce
equal employment and affirmation	ative action policies of this of	company. The EEOO ma	y be contacted at:	
Address: 104 Corporate Par	k Drive, Box 751, White Pl	ains. NY 10602		
Telephone Number: ( 914)	641-2532	FAX Number:	(914) <u>641-2802</u>	
•				
For	Firm's: 🛛 San Diego Wo	k Force and/or D M	anaging Office Work Force	
I, the undersigned representation	ve of Malcolm Pirnie Inc.			
r, the undersigned representati	ve of <u>maneomin runne, me.</u>	· · · · · · · · · · · · · · · · · · ·	(Firm Name)	<u></u>
San Diego	. Cal	fornia	hereby certify that	information provided
Cou.		(State)	nereby certify mat	mornation provided
herein is true and correct. Thi			Eabruary 200	18
	$\gamma$		<del>F,</del> 200	<u> </u>
Marchene	esza		Marc Weinberger	
(Authorized S	Signature)		(Print Authorized Sig	
			. 0	,

Attachment AA

#### WORK FORCE REPORT - Page 2

#### NAME OF FIRM: Malcolm Pirnie, Inc.

DATE: February 5, 2008

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo

- (5) 'Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African- American			(2) (3) Latino Asian			(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)		(F)	(M)	(F)		(F)
Executive, Administrative, Managerial	0	0	0	0	1	0	0	0	0	0	5	ļo		r 1 1
Professional Specialty	0	0	0	0	0	0	0	0	0	0.	2	ło		1 1 4
Engineers/Architects	0	0	1	0	0	0	0	0	0	0	6	1		
Technicians and Related Support	0	0	1	0	0	0	0	0	0	0	2	0		r — ' I I
Sales		+ + + 1		1 1 1		;		1 1 1 1		·		1 1 1		,, , ,
Administrative Support/Clerica}	0	0	0	0	0	0	0	0	0	0	1	2		
Services		с с г		1				1 1 1 1		1 1 1	1	;		1 1 1
Precision Production, Craft and Repair		1 1		5		1				,		1 1		1
Machine Operators. Assemblers. Inspectors		+ + 1				1 1 1		1		1		4 1 1		1 1 f
Transportation and Material Moving		+ +		1 1 F		1 1 1		η		;		1 1 1		; ; ;
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*		1     		1 1 1		1 1 1		1 1 1		1 · · · · · · · · · · · · · · · · · · ·		1 t 1 1		4 1 1 1 1

\*Construction laborers and other field employees are not to be included on this page

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TOTALS EACH COLUMN	0	10	2	10	1	!o	0	10.	0	<u>'</u> 0	16	13	
	0		-		<u> </u>	<u> </u>	0	<u> </u>	V		10	· · · · · · · ·	

GRAND TOTAL ALL EMPLOYEES

22

#### INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED	0	0	0	0	0	0	0	0	0	0	0	0	
NON-PROFIT ORGANIZATIONS ONLY:													
BOARD OF DIRECTORS				1		1		1				1	
VOLUNTEERS								• • •		1 <u>.</u> 1		1 1 1	
ARTISTS		1	-	1		* \$ \$		7		1		1	



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

### **Exhibit: Work Force Report Job categories**

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial
Advertising, Marketing, Promotions, Public Relations, and
Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### **TYPES OF WORK FORCE REPORTS:**

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county

Art and Design Workers
Counselors, Social Workers, and Other Community and
Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors

Professional

Postsecondary Teachers	Other Protective Service Workers
Primary, Secondary, and Special Education School	Personal Appearance Workers
Teachers	Supervisors, Food Preparation and Serving Workers
Religious Workers	Supervisors, Personal Care and Service Workers
Social Scientists and Related Workers	Transportation, Tourism, and Lodging Attendants
Architecture & Engineering, Science, Computer	Crafts
Architects, Surveyors, and Cartographers	Construction Trades Workers
Computer Specialists	Electrical and Electronic Equipment Mechanics, Installers
Engineers	and Repairers
Mathematical Science Occupations	Extraction Workers
Physical Scientists	Material Moving Workers
Technical	Other Construction and Related Workers
	Other Installation, Maintenance, and Repair Occupations
Drafters, Engineering, and Mapping Technicians	Plant and System Operators
Health Technologists and Technicians	Supervisors of Installation, Maintenance, and Repair
Life, Physical, and Social Science Technicians	Workers
Media and Communication Equipment Workers	Supervisors, Construction and Extraction Workers
Sales	Vehicle and Mobile Equipment Mechanics, Installers, and
Other Sales and Related Workers	Repairers
	Woodworkers
Retail Sales Workers	Operative Workers
Sales Representatives, Services	
Sales Representatives, Wholesale and Manufacturing	Assemblers and Fabricators
Supervisors, Sales Workers	Communications Equipment Operators
Administrative Support	Food Processing Workers
Financial Clerks	Metal Workers and Plastic Workers
Information and Record Clerks	Motor Vehicle Operators
Legal Support Workers	Other Production Occupations
Material Recording, Scheduling, Dispatching, and	Printing Workers
Distributing Workers	Supervisors, Production Workers
Other Education, Training, and Library Occupations	Textile, Apparel, and Furnishings Workers
Other Office and Administrative Support Workers	Transportation
Secretaries and Administrative Assistants	Air Transportation Workers
Supervisors, Office and Administrative Support Workers	Other Transportation Workers
Services	Rail Transportation Workers
Building Cleaning and Pest Control Workers	Supervisors, Transportation and Material Moving Worker
Cooks and Food Preparation Workers	Water Transportation Workers
Entertainment Attendants and Related Workers	Laborers
Fire Fighting and Prevention Workers	Agricultural Workers
First-Line Supervisors/Managers, Protective Service	Animal Care and Service Workers
Workers	Fishing and Hunting Workers
Food and Beverage Serving Workers	Forest, Conservation, and Logging Workers
Funeral Service Workers	Grounds Maintenance Workers
Law Enforcement Workers	Helpers, Construction Trades
Nursing, Psychiatric, and Home Health Aides	Supervisors, Building and Grounds Cleaning and
Occupational and Physical Therapist Assistants and Aides	Maintenance Workers
Other Food Preparation and Serving Related Workers	Supervisors, Farming, Fishing, and Forestry Workers
Other Healthcare Support Occupations	- Superviseres, Funding, Fielding, and Foresuly Workers
Other Personal Care and Service Workers	

Attachment BB

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### SUBCONSULTANTS LIST

## 000113

Information regarding Subconsultants Participation:

- 1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
- 2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- 3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/(* OBE *	**WHERE CERTIFIED
Richard Brady & Associates, Inc. 4909 Murphy Canyon Rd. #220 San Diego, CA 92123	Design Services	8.7	\$1,164,562	MBE	Cal-Trans
Beyaz & Patel, Inc. 12396 World Trade Drive #317 San Diego, CA 92128	Structural Engineering Services	2.4	\$320,296	MBE	Cal-Trans
EMA Services 8885 Rio San Diego Dr. #301 San Diego, CA 92108	Control Configuration	9.6	\$1,285,203		
CPM Construction, Inc. PO Box 1521 Walnut, CA 91788	Cost Estimating	0.7	\$68,828	MBE, OBE	Cal-Trans
DHK Engineers 1851 Skyhill Place Escondido, CA 92025	HVAC & Plumbing	0.8	\$106,959		
Process Applications 2627 Redwing Rd., Suite 340 Fort Collins, CO 80526	Process Optimization	1.8	236,800		
Robert A. Millar 1420 Old Topanga Canyon Rd. Topanga, CA 90290	Artistic Services	1.0	\$137,043		
Sedico, Inc. P.O. Box 389 Del Mar, CA 92104	Electrical Engineering	2.6	\$255,160		

\*For information only. As appropriate, Proposer shall identify Subconsultants as: Certified Minority Business Enterprise MBE Certified Woman Business Enterprise WBE

> Certified Disadvantaged Business Enterprise DBE Certified Disabled Veteran Business Enterprise DVBE

Certified Disabled Veteran Business Enterprise Other Business Enterprise OBE

State of California Department of Transportation

\*\*For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego CITY

CALTRANS

## Attachment CC

## CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

Project:	Prime Contractor:	
Contract Amount:	Invoice Period:	_Date:

Include Additional Services Not-To-Exceed Amount

	Indicate	Current	Period	Paid t	o Date	Original Co	ommitment
Subcontractor	MBE, WBE, DBE, DVBE or OBE	Doll <u>ar</u> Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of _ Contract
,							
	· ·	· ·					
	_				· · · · · · · · ·	·····	
				<b></b>	···		
	-	- <u>,.</u>					<u> </u>
Prime Contractor Total:	-		<u></u>				· ·
Contract Total:							

Completed by\_\_\_\_\_

000114

### THIRD AMENDMENT TO AGREEMENT BETWEEN CH2M HILL, INC. AND THE CITY OF SAN DIEGO FOR CONSULTING SERVICES

This Third Amendment to the Agreement Between the City of San Diego and CH2M HILL, INC. for Consulting Services dated January 14, 2002 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and CH2M HILL [Consultant].

#### RECITALS

- A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-295950, to provide Professional Services for the Alvarado Water Treatment Plant Expansion and Upgrade Project [Project].
- B. The parties entered into a first amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. C-12875.
- C. The Parties entered into a second amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. OO-19570.
- D. The City desires to execute a Third Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-3], for a compensation amount not to exceed \$7,403,323 with total compensation for services provided under the Agreement not to exceed \$15,484,922.
- E. Consultant desires to provide the services required under this Third 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 be deleted in its entirety and replaced with the following:

Section 1.1 Scope of Services. The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibits A, A-2 and A-3] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation Schedule [Exhibit B-3] and the Fee Schedule [Exhibit C-3]."

2. That Section 2.1 be deleted in its entirety and replaced with the following:

Section 2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last party to sign the Agreement and it shall be effective until December 31, 2013 or until completion of the last task hereunder, whichever occurs first."

3. That Section 3.1 be deleted in its entirety and replaced with the following:

**3.1 General.** The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Third Amendment to the Agreement, in an amount not to exceed \$7,403,323 as set forth in the Compensation Schedule [Exhibit B-3]. The Consultant shall be entitled to compensation for Professional Services under this Third Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Fee Schedule [Exhibit C-3]. For the duration of this Third Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$15,484,922.

4. That Section 3.4 be deleted in its entirety and replaced with the following:

**3.4 Additional Costs.** "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Third 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 \$700,000. 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."

That Section 3.6 be deleted in its entirety and replaced with the following:

CH2M HILL, Inc. Third Amendment

5.

**3.6** Funding Phases. The Professional Services to be performed under this Agreement shall be performed during sour separate and specific Funding Phases, identified below. The total Compensation for each Funding Phase shall not exceed the sum identified below for each Funding Phase, unless said amounts are modified in writing by an amendment to this Agreement.

	Agreement			·	SC	0-17	Basins	1&2	Ozone		
Dates	Basic Services	Additional Services	Cumulative Authorization	Funding Phase	Basic Services	Additional Services	Basic Services	Additional Services	Basic Services	Additional Services	
Previous Phases	\$7,721,599	\$360,000	\$8.081.599	1-5							
1/1/2008 - 12/31/2008	\$1,977,469	\$50,000	\$2,027,469	6	\$69,831	\$0	\$0	\$0	\$1.907.638	\$50.000	
1/1/2009 - 12/31/2009	\$3,652,333	\$275.000	\$3,927,333	7	\$653,281	\$50.000	\$1,420,120	\$50.000	\$1,578,931	\$175,000	
1/1/2010 - 12/31/2010	\$1,073,521	\$275,000	\$1,348.521	8	\$146,495	\$50.000	\$455,882	\$50,000	\$471,144	\$175,000	
1/1/2011 - 12/31/2013	\$0	\$100,000	100.000	. 9	\$0	\$0	\$0	\$100,000	\$0	<b>\$</b> 0	
TOTAL This Amendment	\$6,703,323	\$700,000	\$7,403.323		\$869,607	\$100,000	\$1,876,002	\$200,000	\$3,957,713	\$400,000	
TOTAL	\$14,424,922	\$1.060.000	\$15,484,922								

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

### ARTICLE VI INDEMNIFICATION

Indemnification. Other than in the performance of design professional 6.1 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 limitations, 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 related 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.

CH2M HILL, Inc. Third Amendment Page 3 of 6 2/6/2008 **6.2.1 Design Professional Services Indemnification.** To the fullest extend 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.

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

**6.3** 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.

7. That Section 8.1 be deleted in its entirety and replaced with the following:

8.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Iraj Asgharzadeh Senior Civil Engineer City of San Diego Engineering and Capital Projects Department 600 B Street, Suite 800 San Diego, CA 92101

And notice to the Consultant shall be addressed to:

Randall J. Hartman, P.E. Principal-in-Charge CH2M HILL, Inc. 402 West Broadway, Suite 1450 San Diego, CA 92101

8. That Section 8.5, Consultant Principal for Professional Services, is amended by changing the Principal from Edwin A. Pruitt to Randall J. Hartman.

CH2M HILL, Inc. Third Amendment Page 4 of 6 2/6/2008

9.

That a new Section 8.19, San Diego's Strong Mayor Form of Governance, be added as follows:

**8.19** 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.

- 10. That Exhibit A, Scope of Services, is supplemented with Exhibit A-3, Scope of Services, a copy of which is attached hereto and incorporated herein by this reference. All reference in the Agreement to Exhibit A shall be deemed to refer to Exhibits A, A-2 and A-3.
- 11. That Exhibit B. Compensation Schedule, is replaced with Exhibit B-3, Compensation Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit B shall be deemed to refer to Exhibit B-3.
- 12. That Exhibit C: Fee Schedule, is replaced with Exhibit C-3, Fee Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit C shall be deemed to refer to Exhibit C-3.
- 13. That Exhibit D, Time Schedule, is replaced with Exhibit D-3, Time Schedule, a copy of which is attached hereto and incorporated herein by this reference. All references in the Agreement to Exhibit D shall be deemed to refer to Exhibit D-3.
- 14. The Parties agree that this Third 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.

IN WITNESS WHEREOF, this Third Amendment to the Agreement between the City of San Diego and CH2M HILL for Consulting Services is executed by the City of San Diego acting by

CH2M HILL, Inc. Third Amendment

and through its Mayor, or his designee, pursuant to Ordinance No. O-\_\_\_\_\_\_, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO Mayor or Designee
By
Date
CH2M HILL, TNC.
By Chillenner (U)lenter for Dave

Cluduin n Name esident Ċ P Title Date

I HEREBY APPROVE the form and legality of the foregoing Amendment on this \_\_\_\_\_\_

day of \_\_\_\_\_\_, 2008.

MICHAEL AGUIRRE, City Attorney

By\_

Mark M. Mercer Deputy City Attorney

#### EXHIBIT A-3: SCOPE OF SERVICES

#### CONSTRUCTION MANAGEMENT

#### SCOPE OF SERVICES

#### Alvarado WTP Upgrade and Expansion

#### Rehabilitation of Basin 1 and 2, Ozone Facilities, and SD17 Pump Station

#### PROJECT DESCRIPTION:

This project is for the management, monitoring, and inspection relating to the construction of a portion of the Alvarado Water Treatment Plant (WTP) Upgrade including Rehabilitation of Basin 1 and 2, Construction of Ozone Facilities and Construction of SD17 Pump Station. All projects are located at the site of the Alvarado Water Treatment Plant.

For preparation of this Scope of Services and the associated Compensation Schedule (Exhibit B-3), the following information was used and relied upon.

The anticipated schedules for the projects are as follows:

- Construction period for Ozone Facility will be March 2008 to March 2010
- Construction period for Rehabilitation of Basin 1 and 2 is March 2009 through March 2010
- Construction period for SD17 Pump Station is November 2008 through April 2010

During the term of the Agreement, the City of San Diego (City) and/or the General Construction Contractor will provide field offices for Construction Manager's staff. Either under the construction contract or directly by the City, the field offices will be furnished and equipped as required for performance of the Scope of Services.

City will provide all required materials and other construction testing. Construction Manager will coordinate testing services.

The level of effort and cost proposed under this Scope of Services is considered reasonable for a project of this scope and magnitude. Factors beyond the control of Construction Manager that extend the construction period, such as severe weather, strikes, scope changes or Construction Contractor failure to perform may require additional effort and cost. Construction Manager shall identify these additional efforts and costs prior to expenditures of the effort and so notify the City in accordance with the Agreement.

The responsibilities of City staff will include: approval of Construction Contractor payments, review and approval of changes to the Construction Contracts, authorization of

extra work by the Construction Contractor as needed to avoid or minimize delays due to unforeseen conditions, and safety services related to the City Safety Program.

#### SCOPE OF SERVICES

CH2M HILL shall perform the services identified in Tasks 1 through 6 (below) that include construction management, field engineering, administration, and inspection for the Alvarado WTP, Rehabilitation of Basin 1 and 2, Construction of Ozone Facilities, and Construction of SD17 Pump Station. Unless specifically noted, the services listed apply equally to each of the construction projects.

#### Task 1 – Pre-Construction Activities

Services provided under this task will be performed or led primarily by the Project Construction Manager.

- 10 Pre-Bid Conferences: assist the City in preparing the agenda for the pre-bid conference, assist with the pre-bid conference. Conduct site visits by potential bidders as required.
- 20 Pre-Construction Conferences: Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation and safety requirements, and review coordination procedures.
- 30 Construction Management Plan: Revise and distribute a Construction Management Plan (CMP). The CMP shall include, at a minimum, all project related items contained in and to be derived from CH2M HILL's Construction Inspection Manual, CH2M HILL's Construction Service Guidelines-Construction Management, and the items bulleted at the end of this paragraph. A draft CMP shall be prepared and distributed 60 days before Notice to Proceed is given to the Ozone Contractor. City shall have opportunity to comment on the draft, CH2M HILL shall incorporate those comments, make necessary revisions to the CMP and re-distribute the draft CMP 30 days after the City's review time. The City shall have an opportunity to make final comments on the draft CMP, CH2M HILL shall incorporate final comments, make necessary revisions, and re-distribute the final CMP 30 days after the City's final review time, for City's acceptance. In addition, the City shall review and approve all procedures developed subsequent to the accepted CMP. The CMP shall include:
  - Project description
  - Milestone schedule
  - Quality management approach
  - Organization
  - Work breakdown structure

CH2M HILL, inc. Third Amendment Exhibit A-3

- Environmental/archeological considerations
- Procedure index
- Management information system
- Communication protocol
- Site utilization plan
- Guidelines and procedures for processing project paperwork
- Construction inspection plan, guidelines, and procedures to include at least:
  - Explanation of responsibilities, authorities, limitations and relationships of onsite staff
  - Series of general inspection guidelines arranged in Construction Specifications Institute (CSI) Uniform Construction Index format
  - Standard tests and details specific to the projects
  - Examples of project specific forms such as: daily reports, contract modifications, cost reimbursable sheets, etc.
  - o Examples of project specific checklists arranged in CSI format
  - Use of photographs (photographs shall include but not be limited to: pre-construction activities, progress records of bid items and installations; completed underground structures prior to backfill; material and equipment delivery and conditions; material stockpiles showing condition, location, and method of storage; defective or rejected work; 'typical items' frequently referred to in daily reports; change order activities; typical construction tools and special tools)

### Task 2 – Construction Management

Services provided under this task will be performed or led primarily by the Project Manager, the Construction Manager, and the Project Engineer.

- 10 Coordination and Correspondence: Serve as the focal point for coordination among the Construction Contractor, Owner, Design Consultant, and other parties. Receive Construction Contractor correspondence and prepare and transmit responses.
- 20 Change Order Management: Apply Construction Manager's skill and experience to minimize change orders during construction.

30 Claims Mitigation: Construction Manager shall perform normal claims mitigation work that shall include but not be limited to: minimizing claims resulting from construction by maintaining positive working relationship with Construction Contractor; assisting in identifying and resolving Construction Contractor requests for additional compensation and/or time extensions early and equitably; and applying procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, extra work, analyzing Construction Contractor requests for additional compensation and/or additional contract time submitted during construction; preparation of responses to Construction Contractor request for additional compensation and/or additional contract time; administration of Construction Contractor claims to include coordination and monitoring of requests, request resolution negotiations, logging, tracking and informing City on the status of all such requests and formal claims. Services (other than the normal claims mitigation work described above) related to mediation, arbitration, or litigation of a dispute as it relates to a Construction Contract, or a breach thereof, between the City and Construction Contractor are considered Additional Services under Task 6 of this Scope of Services.

- 40 Schedule Management: Review Construction Contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity duration, sequence, and cost loading. Review schedule issues with City. Review work progress as compared to the Construction Contractor's monthly schedule updates, and appraise City of any schedule deviations and recovery plans. Analyze the schedule to determine impact of change orders, weather delays on overall project schedule. Negotiate time extensions due to changes, weather, and other delays.
- 50 Progress Meetings: The Construction Manager shall prepare procedures for regularly scheduled progress meetings to include Construction Contractor's progress reporting requirements of Construction Contractors and their subcontractors. The procedures shall be written so that the reporting requirements include at a minimum the items listed in the last paragraph of Section 6.12 of the Construction Contractor's Construction Contract. The Construction Manager shall request the Construction Contractor's progress report data so that he has it at least one (1) day prior to the progress meeting. The Construction Manager shall review the progress report data prior to the progress meeting for discussion at the meeting. Conduct regularly scheduled progress meetings with Construction Contractor. Schedule and conduct Maintenance of Plant Operations (MOPO) meetings for planning, sequencing, and organizing the required plant shut downs. Prepare meeting agendas and minutes and distribution to meeting attendees.
- 60 Progress Reports: Prepare and submit a status report describing key issues, cost status, schedule status, and project progress for compilation into the program report prepared by the CIP Program Manager. One progress report, issued monthly will cover all the on-going construction activities.

CH2M HILL, Inc. Third Amendment Exhibit A-3

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70 Payment Recommendations: The Construction Manager shall review the Construction Contractor's initial cost breakdown for reasonableness and ease of monitoring. The Construction Manager shall review and recommend for City's approval the Construction Contractors' Schedule of Values. Review Construction Contractor's monthly payment requests, and prepare and process payment recommendations to City. The Construction Manager shall perform an independent assessment of progress including (at a minimum) quantities of material placed, equipment delivered and installed, etc. as the basis for his monthly negotiation of payment.

80 Safety: CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the Contract for Construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL subcontractors, to unsafe conditions. CH2M HILL will notify affected personnel of any site conditions posing an imminent danger to them which CH2M HILL observes. CH2M HILL is not responsible for health or safety precautions of construction workers. CH2M HILL is not responsible for the Contractor's compliance with the health and safety requirements in the Contract for Construction, or with federal, state, and local occupational safety and health laws and regulations.

- 80 Environmental Coordination: The Construction Manager shall assist in the identification, planning, and scheduling of all environmental work activities as stipulated in the Construction Management Plan. The Construction Manager will coordinate with environmental monitors and coordinators in an effort to meet specified mitigation requirements and to minimize the impact of mitigation measures on the construction cost and schedule.
- 90 Partnering: The Construction Manager shall procure and pay for a Partnering workshop consultant, arrange and attend an initial partnering workshop (one workshop each for each contract), and workshop follow-up conference(s) as required.

#### Task 3 – Field Engineering and Administration

Primarily the Construction Manager, Project Engineer, and Administrative Assistant will perform services provided under this task.

10 Document Control System: Set up and maintain a hardcopy project file system for all original documents retained. Prior to the issuance of notice to proceed for any construction associated with Ozone, Basin 1 and 2, SD 17, develop, obtain City approval of, and implement an electronic Document Control System for the purpose of recording, distributing, and (when applicable) tracking the status of all information to be received, assembled, developed, or otherwise processed as a consequence of the Work to be performed by CH2M HILL under this Agreement.

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Submittal Management: Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to Construction Contractors. Review administrative submittals, such as the construction schedule, and provide to the City a professional recommendation based on the Construction Manager's skill and experience. Track all submittals and report out on all delinquent submittals.

Request for Information (RFI) Management: Receive, process, and monitor requests for information from the Construction Contractors. Prepare responses to RFI's that are related to construction issues. Transmit design related RFI's to Design Consultant and track progress. Track and follow up on delinquent responses with all parties to help ensure the quickest possible resolution of any and all outstanding issues. Estimate, and provide to the City's Project Manager, the timeline required for a resolution of those items which have the potential to extend the duration of construction. Conduct discussions and/or meetings with the Construction Contractor, Design Consultant, City, and other parties together or separately as needed to resolve RFI's which become either delinquent or critical to the construction schedule.

Change Order and Field Order Management: Apply Construction Manager's skill and experience to minimize change and field orders during construction by: timely processing of construction documents; preventing changes arising from constructive acceleration; working with the Construction Contractor to minimize field conditions that could result in added work; and developing a screening process for change requests initiated by the City or Design Consultant. Develop a process for initiation, negotiation, approval, payment, and documentation of change and field orders. Perform change and field order administration, including issuing proposed change and field orders to Construction Contractor, maintaining logs of proposed and approved change and field orders, receiving change and field order quotations from Construction Contractor, negotiating change and field orders, and incorporating approved change and field orders into progress payment Schedule of Values. Perform quantity and cost analysis as required for negotiation of change and field orders. Perform only limited change and field order cost estimating with field staff: the Design Consultant will prepare the major cost estimates. Coordinate with City as required for processing of change and field orders. Prepare scope of change and field orders related to construction issues based on drawings, specifications, and/or other design information provided by the Design Consultant, Construction Contractor, or the City. Review all proposed change and field orders for constructability and notify the City's Project Manager of any resulting concerns with City. Construction Manager shall lead the negotiations with the Construction Contractor.

Coordination of Equipment and Services: Develop lists and monitor status of manufacturer's certificates, services, spare parts and manuals. Receive log and turn over spare parts to City. Receive, log, and distribute manufacturer's O&M manuals for review and acceptance. Coordinate manufacturer's training services with City operations and maintenance staff.

CH2M HILL, Inc. Third Amendment Exhibit A-3 Page 6 of 9 2/6/2008

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60 Coordination of Testing and Start-up: Monitor facility construction so as to ensure that all testing and start-up efforts are being anticipated by the Construction Manager and carried out by the Contractor in accordance with the contract requirements. Coordinate with all parties (Contractor, Manufacturer, Design Consultant, and City Personnel) as required to ensure that the Construction Manager's expectations and understandings as to schedule, party participation, and progress of all required testing and start-up procedures are consistent between all parties, and act immediately to notify the parties of and help resolve any reported or observed disparities.

70 Contract Closeout: Coordinate warranty services with Construction Contractor and Owner through final completion and acceptance of each project. Complete documentation and coordination required for final acceptance and closeout of each Construction Contract.

80 Field Offices: Manage the City provided (either directly or through Construction Contractors) offices and office furnishings and equipment for Construction Manager's use. Pay the office related direct operations and maintenance expenses itemized in Exhibit C-1 to the Agreement for two, City owned office trailer installations.

90 Minor Variations in the Work: Authorize and notify the City's Project Manager of minor variations in the work which do not involve an adjustment in the Construction Contractors' contract price nor time for construction and are not inconsistent with the intent of Construct Contract documents.

#### Task 4 – Inspection Services

Experienced construction inspectors and specialty sub-consultants as required will perform services under this task.

- 10 Inspection: Provide resident civil, structural, mechanical, electrical inspectors for day-to-day on-the-job observation of the work in progress. The inspectors shall be qualified to ensure that the work is proceeding in accordance with Construction Contract specifications at or above the current construction industry standard of care. The purpose for these inspections is to identify defects and deficiencies in the work of the Construction Contractor and to determine if the provisions of the contract documents are being fulfilled. Coordinate and conduct final inspection. Perform periodic, short duration factory inspections as required.
- 20 Documentation: Prepare daily inspection reports documenting observed construction activities and job site conditions including weather conditions, Construction Contractors' manpower and equipment, work performed, materials used, and site visitors; measure pay quantities; coordinate, witness, and record leakage tests for piping and water bearing structures; take progress photographs and bind and label them; mark up a field blue line set of drawings based on field observations, compare blue lined set with Construction Contractors' red lined set periodically to ensure agreement as to the execution of work and the quick discovery and resolution of

Page 7 of 9 2/6/2008

discrepancies, and inform Contractor to incorporate this information on the Construction Contractor record drawing markups; prepare punch lists. Coordinate with and review marked up sets as needed with the designer to help ensure the integrity of both the design and the as-built drawings. All documentation shall be made available to City through the Document Control System.

30 Construction Coordination: Coordinate the activities of materials testing firms, building department inspections, and other services as required. Assist with equipment testing and start-up and other matters relating to construction of the project.

#### Task 5 – Field Geotechnical Engineering Services

Specialty sub-consultants as required will perform services under this task. The City for their sole discretionary use for this task has established an allowance in the Agreement.

- 10 Provide services of the geotechnical engineer of record for field inspection required for construction permit compliance.
- 20 Provide additional field geotechnical engineering services as requested by the City.

#### Task 6 – Additional Services

Due to the uncertain nature of the necessity for Additional Services the City for their sole discretionary use has established an allowance in the Agreement. The CM shall not perform, not be compensated for, any work associated with these subtasks without the written authorization of the City. Such authorization may be given subsequent to a determination during the course of the project of the need for an Additional Service, a definition of the scope and cost of the same.

- 10 Materials Testing: Material testing for concrete strength, soils compaction, aggregate gradation analysis, non-destructive weld testing and any other construction related tests.
- 20 Economic Outreach/Public Relations
- 30 Acoustical Engineering Services
- 40 Paleontology Services
- 50 Services made necessary by the default of a Construction Contractor.
- 60 Assistance to the City in arbitration or litigation arising from the development or construction of the project.
- 70 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

- 80 Services related to City-furnished offices, furniture, furnishings and equipment that are not currently part of the Agreement.
- 90 Unanticipated cost estimating services in the event an independent appraisal is required.

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-End of Exhibit A-3 Scope of Services-

City of San Diego Water Department

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## **EXHIBIT B-3**

## **COMPENSATION SCHEDULE**

CH2M HILL Construction Management Third Amendment Alvarado Water Treatment Plant Expansion

**Cost Summary** 

Construction Management Services for: San Diego 17, Phase III Basins 1 & 2, and Phase IV Ozone

Labor Expenses	Contract Amount
Labor Expenses	\$5,726,935
Other Direct Costs	\$80,599
Subconsultants	\$895,789
Additional Services Allowance	\$700,000
Amount of Third Amendment	\$7,403.323
Total Not to Exceed Contract Amount	\$15,484,922

- End of Compensation Schedule -

#### Cost Estimate for Phase IV Ozone

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Associate Engineer/Resident Engineer	CH2M HILL	0	-	•	176	176	168					152	176	1,552 \$	61.29		225.445.48	110%	161.24 \$	250,244
Field/Office Engineer	CH2M HILL	0		-	٥	176	168					114	132	1,294 \$	41.36		126,846.97	11.0%	108 81 \$	140,800
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Electrical/I&C Inspector	CH2M HILL	0		-	176	176	168				•	152	176		42.64		153.634.02	110%	109.88 \$	170,534
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Safety Specialist	CH2M HILL	Q			16	5	4	4	4	4	4	4	4	68 \$	55 04	2.4955		11.0%	152.46 \$	
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Other Direct Cost									\$ 1,795.00				\$ 897.50	\$ 19,745.00	5.50		19,745.00	5.0%	ŝ	20,732
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Regular Office Hours														1,290						
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Total Hours														14,182						
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Total Hours Total Dollars

1,907,638

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CIEM (ULL. Inc. Exhibit "R-1" Cost Estimate

#### Cost Estimate for Phase IV Ozone

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EXHIBIT B-3 CH2M HILL Construction Management Aburdate WCB: Third Amendment

Alvarado WTP: Third Amendment																				
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	CH2M HILL	ŏ	0	0	ň		0	0	ŏ	0	0	0	0 0	ů š	44.05	2.37 \$		11.0% \$	115 87 5	
	CH2M HILL	168	160	176	175	168	176	176	168	176	178	160	176	2,056 \$	44 05		214,623.45	110% \$	115 87 1	238,232
	CH2M HILL	168	120	132	132	126	132	132	126	86	66	50	88	1,410 \$	44 05		147,188.26	110% \$	115.87 1	163,379
	CH2M HILL	n n	0	0	0	ñ		. 0		0	0	D	õ	0 <b>S</b>	44.05	2.37 \$		11 0% \$		
	CH2M HILL	168	152	168	168	160	160	116	102	105	108	100	108	1.618 \$	43 15		165,452.95	11.0% \$	113.51	183,653
	CH2M HILL	0	0	0	0	0	0	0	ů	0	0			0 5	66 07	2.37 \$		110% 5		-
	CH2M HILL	ō	õ	ō	ŏ	õ	ŏ	õ	õ	õ	ŏ	ō	Ď	ŏ s	66 07	2.37 5		110% \$		
	CH2M HILL	4	4	4	4	3	4	4	4	3	3	3	3	43 5	66 07	2.37 \$		110% \$	173 81 5	7,474
	CHZM HILL	4	4	4	4	4	4	Э	3	3	3	3	à	42 \$	66 07	2.37 \$		11.0% \$	173 81	7,300
In-Plant Inso, OT 2.5% - Rate is 1,5x regular Rate	CH2M HILL	0	0	0	0	0	0	Ó	0	Ó	0	0	Ō	0 5	63.53	2 37 5	· -	110% \$	167.13 \$	
Elect&C insp. OF 2.5% - Rate is 1.5k regular Rate	CH2M HILL	5	3	4	4	4	4	4	3	3	3	3	3	43 \$	64.72	2.37 \$	6,595 62	110% \$	170 26 5	7,321
Document Control/Office Administrator	Sub IEM	84	48	52	52	50	52	52	50	52	52	48	52	644 \$	31.51	2.37 \$	48,095 92	11.0% \$	82.90 \$	53,386
Civ./Str, Inspector	Sub Lawhart	168	160	176	176	42	44	44	42	44	44	40	44	1,024 \$	50 02	2.37 \$	121,398.31	11.0% \$	131.59	134,752
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	52.02	2.37 \$		110% \$	136 85 \$	-
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	4	4	4	4	1	1	1	1	t	1	1	1	24 <b>S</b>	75.03	2.37 \$	4,267,91	11.0% \$	197.39	4,737
	Sub Lawhart	0	0	0	0	0	0	O	0	0	0	0	· 0	0 \$	78.03	2.37 \$	•	11.0% \$	205.28	-
Office Labor																				
	CH2M HILL	16	16	16	15	16	16	16	16	16	16	16	16	192 \$	72.49	2 4955 \$	34,730.24	110% 5		38,551
	CH2M HIEL	40	10	20	10	10	10	10	10	10	10	10	10	160 \$	69 83	2 4955 🖇		11.0% \$	193.43	30,949
	CH2M FILL	4	4	4	4	4	4	4	4	4	4	4	4	48 \$	56 86	2 4955 💲		110% \$		7,560
	CH2M HILL	0	40	0	0	0	Û	40	0	0	0	0	60	160 \$	62.13	2.4955 \$		110% \$	172.09 1	27,534
	CH2M HILL	44	44	28	29	28	28	28	28	28	28	28	28	368 \$	28 84	Z 4955 💲		110% \$	79.89	29,400
Other Services Allowance		<u> </u>	-	<b>s</b> - :	\$	<u> </u>	<u>s</u> -	<b>s</b> - :	<u> </u>	s <u> </u>	<u>s :</u>	5 - 5				2.4955 \$	-	11.0%		<u> </u>
Other Expenses						_														
	Subconsultant	5 - 5		<b>s</b> - :	<b>s</b> - !	<b>i</b> - :	<b>S</b> -	5.	\$ - S	\$ - S	5 - 1	s - s	F - 1	; ·		\$	-	7.5%	5	•
	Subconsultant	\$ - 5		<b>s</b> - :	<b>s</b> - 1	• • •	F	<b>s</b> - 1	5 - 3	<b>s</b> - 1	1 - 1	5 - 5	- 1	- 1		\$	-	7.5%	5	-
-	Subconsultant	s - s		s - :	5 - 5	- 1	5 - '	s - :	5 - 5	5 - 3	\$. 1	i - 1	- 1	i -		5	-	7.5%	. 5	-
	Subconsultant	5 - 5		<b>s</b> - 1	5 • 5		<b>i</b> - '	5 - 1	5 - 1	5 - 3	\$- <b>\$</b>	5 - <b>5</b>	i - 1	i -		5	-	7.5%	5	•
	Subconsultant	5 - 5	•	s - 1	s - 1	- 1	5 -	5 -	5 - 1	5 - 1	\$ - \$	5 <u>-</u> 5	- 1	i -		5	-	7.5%	5	-
	Subconsultant	S - 5	-	5 - 3	5 - 1		5 -	5 - 3	s - 3	s - 1	s - s	5 - 5	- 1	i -		\$	•	7.5%	5	-
	Subconsultant	\$ 250.00 \$			\$ 250.00				\$ 250.00		\$ 250.00 \$					\$	3,000.00	7.5%	1	3,225
	Subconsultant					i - 1		s - :			s					5	•	7.5%	\$	
	\$5.50/office hour		114	6B	58	58	58	98	58	58	58.	58	138	928 <b>S</b>	5.50	s	5,104 00		. 1	5,104
Other Direct Cost		\$ 598.33	598.33	a 596.33	a 289.33	598.33	\$ 598.33	2 288.33	598.33	\$ 591.33	\$ 598.33	598.33	598.33	7,179.96		· \$	7,179.96	5.0%		7,539
Regular Field Hours														10,610						
Regular Office Hours														928						•
OT Field Hours														152						
Total Hours														11,690			÷ ·			
Total Dollars					•														1	1,578,932

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C 112M 110UL, Inc. Exhibit "16.3" Cost Estimate Page 2 of 3 2.6. THUS

#### Cost Estimate for Phase IV Ozone

EXHIBIT 8-3 CH2M HILL Construction Management Alvarado WIP: Third Ameri

Alvarado WTP: Third Amendment																	·			
												ESTIMATE								
SCHEDULES		Calendar.Yea	r 2010 😳	In Cards Sug	1.15	15 A 1947 - 2 -	all in property	1742 av. # 1.	- et e (21,5 - 23,5)	WILL BUILD	5.2544750	SHIZ: MAIN	the same think	11:261.754.43	r46-73	MARSHARD'S	時に デーキや	****	0999 X 2004 X 20	
Phase IV Ozone		Hours Laboration	l de la compañía de l Esta de la compañía de		1 STA		in de la comunicación Comunicación de la comunicación de Comunicación de la comunicación de		Aug	St. 1. 1.		Nov		Sublotal	aw Rate	Autuplier G	osi	Profit #11 B	Ung Rate To 2010	ptal Price 54
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	88	68	192	0	0	e	<u>`</u> 0	0	0	0	0	, 0	368	73.37	2.37 \$	63,994	11.0%	193 03 \$	71,033
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	0	0	0	0	0	0	0	688	65.40	2.37 \$	106,645	110%	172 06 \$	118,376
Field/Office Engineer	CH2M HILL	48	48	58	52	0	0	0	0	0	0	0	0	206	44.14	2.37 \$	21,548	110%	11611\$	23,919
Civ./Str. Inspector I	CH2M HILL	0	0	0	Û	0	0	0	0	0	0	0	0	0	45 50	2.37 \$	-	11.0%	119.70 \$	•
Civ./Str. Inspector II	CH2M HILL	0	0	0	0	0	0	. 0	0	0	0	0	0	0	45.50	2.37 \$	-	11 0%	119 70 \$	-
Civil/CWI Inspector	CH2M HILL	160	160	192	0	0	0	0	0	0	0	0	0	512	45 50	2.37 \$	55,211	11.0%	11970 \$	61,264
Mechanical Inspector	CH2M HILL	40	0	0	0	0	0	0	0	0	Q	0	0	40	45.50	2.37 \$	4,313	11.0%	119 70 \$	4,788
In-plant inspections	CH2M HILL	0	0	· 0	0	0	0	0	0	0	0	0	a	0	45 50	2.37 \$		11.0%	119.70 \$	· -
Electrical/I&C Inspector	CH2M HILL	100	28	80	0	0	0	0	0	0	0	0	0	208	44 57	2.37 \$	21,971	110%	117.25 \$	24,388
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	Q	D	0	0	0	0	0	0	0	0	U	0	0	68 25	2.37 \$	· -	11 0%	179 54 \$	
Civ/Sir insp. If OT 2.5% - Rato is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	D	68 25	2.37 \$		11.0%	179 54 \$	-
Civ/CWI Insp. OT 2.5 % - Rete Is 1.5x regular Rate	CH2M HILL	4	5	7	0	0	0	0	0	0	0	0	0	16	68 25	2.37 \$	2,588	11.0%	179.54 \$	2,873
Mech insp. OT 2.5% - Rate is 1.5x regular Rate -	CH2M HILL	4	0	0	0	0	0	0	0	0	0	0	D	4	68 25	2.37 \$	647	11.0%	179.54 \$	718
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	O	· 0	. 0	65 63	2.37 \$	-	11.0%	172 64 \$	-
Elec/I&C insp. O7 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	Û	0	0	0	0	C	0	0	`. O	0	66 86	2.37 \$	-	11.0%	175 88 \$	-
Document Control/Office Administrator	Sub IEM	48	48	58	52	50	52	0	0	0	0	0	0	308	32.55	2.37 \$	23,761	11.0%	85 63 5	26,375
Civ./Str. Inspector	Sub Lawhart	40	0	0	' 0	0	0	0	0	0	0	. 0	; 0	40	51.67	2.37 \$	4,899	11.0%	135.94 \$	5,437
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	. 0	0	53.74	2.37 \$	-	11.0%	141.37 \$	•
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	1	0	0	0	0	0	0	0	e	0	e	5°0	1	77.51	2.37 \$	184	11.0%	203 90 \$	204
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawbari	0	0	0	0	0	0	0	0	٥	0	0	. O	0	80.61	2.37 \$	-	11.0%	212.05 \$	-
Office Labor																				
Principal	CH2M HILL	6	40	40	40	40	8	0	C	0	Ð	0	` O	174	74 68	2.4955 \$	32,513	11.0%	207 41 \$	36,089
Technical Support	CH2M HILL	10	10	10	10	o	0	0	0	e	0	0	0	40	72.13	2.4955 \$	7,200	11.0%	199 61 \$	7,992
Safety Specialist	CH2M HILL	4	4	0	0	0	0	0	0	0	0	0	. 0	8	58.73	2 4955 \$	1,173	11.0%	162 69 💲	1,302
Startup Assistance	CH2M HILL	150	80	0	0	0	0	0	0	0	0	0	· 0	240	64.18	2.4955 \$	38,436	11.0%	177.77 \$	42,664
Office Administration	CH2M HILL	28	60	60	60	80	76	0	0	0	0	Đ	0	384	29.79	2 4955 \$	28,550	11.0%	82.53 \$	31,691
Other Services Allowance		\$ -	<b>s</b> -	<b>s</b> -	<b>S</b> -	<b>S</b> -	<u>s -</u>	<u>s</u> -	\$ -	5 - S	. 1	<u> </u>		s -		2.4955 S		11.0%	\$	•
Other Expenses																				
EOCP Services - Winslead	Subconsultant	\$ -	\$ -	\$ -	5 -	\$ -	5 -	<b>s</b> -	s -	5 - <b>5</b>	- 1			ş		5	-	7.5%	5	•
Special Services Allowance - Kleinfelder	Subconsultant	s -	<b>5</b> -	\$ -	\$ -	\$ -	\$ -	5 -	s -	5 - S	· · •	1 - 1		<b>s</b> -		\$	-	7.5%	\$	
Partnering Services	Subconsultant	ş.	\$.	\$ -	\$ -	\$ -	\$ -	\$ -	\$	5-5	. 1			\$ .		\$	-	7.5% -	Ś	-
Special Services Allowance	Subconsultant	5	\$ -	\$ .	5 .	s -	s -	s -	s -	5 - S			•	s .		Ś	-	7 5%	ŝ	-
Special Services Allowance - Christian Wheeler	Subconsultant	S -	s.	\$.	\$.	5 -	s -	\$ -	s -	5 - S	- 1	1 - 1		5 -		s	-	7 5%	Ś	-
Special Services Allowance	Subconsultant	\$ -	<b>s</b> .	\$ -	<b>s</b> -	<b>5</b> -	\$ -	<b>S</b> -	<b>5</b> -	s - s	- 1	F - 1	• •	<b>\$</b> .		5	-	7.5%	Ś	-
Special Services Allowance - IEM (Bejhat)	Subconsultant	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	s -	\$ -	5 -	5 - S	. 1	1 - 1		\$ 1,000.00		5	1,000	7.5%	5	1,075
Special Services Allowance - EMA	Subconsultant	S -	s -	\$ -	5 -	5 -	\$ -	\$ -	5.	5 - S	. 1	i - 1		5.		5	· · ·	7.5%	\$	-
CH2M HILL Service Center	\$5.50/office hou		194	110	130	120		· 0	0	0	0	0	0	846.00	5.50	\$	4,653		\$	4,653
Other Direct Cost		\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 1,795.00	\$ 1,795.00	\$ -	s -	s - s		<u> </u>		\$ 5,983.32		Ś	5,983	5.0%	5	6,262
Regular Field Hours														2,370						
Regular Office Hours														2,370						
OT Field Hours														21						
Total Hours														3,237						
														0,231						

Total Hours Total Dollars

\$ 471,144

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#### EXHIBIT B-3

#### Cost Estimate for Phase IV Ozone

EXHIBIT B-3 CH2M KILL							Co	<u>st Esti</u>	ma <u>te</u> fo	or Phas	ie IV (	<u>Ozone</u>								
Construction Management Alvarado WTP: Third Amendment															•					
SCHEDULES		Calendar	Year 2011	S-A-BARMAN	a sina ina ta	276.200.200.500 6.6				EXHIBIT 'B				Calls.	an a	Salar Salar	Tal LETT	MARKED AND	linder transfer	
Phase IV Ozone		Hours		影和对方		Sec.	PIRTIES!	14-57-51	洲教会	70-17-38	1993 I	建福明		Real Parts	tw Rate M				ling Rate Tot	
		建西	in 25 Fe	en an Mary	Apr	- Mayis -	Jun 1	ie ju Za	Aug	Septit		Nov	5 S. S. S.	745 HV	元百月 元2011	2011	2011	2011	2011	2011
Field Labor Service Project Manager/Construction Manager/Sr, Engineer	CHOM UILL													0	75 80	2.37 \$	-	110%	199 40 <b>\$</b>	_
Associate Engineer/Resident Engineer	CH2M HILL										·			0	67.56	2.37 \$		11.0%	177.74 \$	-
Field/Office Engineer Civ./Str. Inspector I	CH2M HILL CH2M HILL													0	45 59 47 00	2.37 \$	:	11.0% 11.0%	119 94 \$ 123 65 \$	-
Civ./Str. Inspector II	CH2M HILL													õ	47.00	2.37 \$	-	11.0%	123 65 \$	-
Civil/CWI Inspector Mechanical Inspector	CH2M HILL CH2M HILL													0	47 00 47.00	2.37 \$ 2.37 \$	-	11.0% 11.0%	123 65 \$ 123 65 \$	-
In-plant inspections	CH2M HILL													0	47.00	2.37 \$	-	11.0%	123.65 \$	-
Electrical/I&C Inspector Civ/Str losp, I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL CH2M HILL													0 0	46 04 70 50	2.37 5	-	11.0% 11.0%	121.12 \$ 185.47 \$	-
Civ/Str Insp. 1 O1 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70.50	2.37 \$	-	11.0%	185.47 \$	
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL CH2M HILL													0	70 50	2.37 \$	•	11.0%	185 47 \$	-
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70 50 67.79	2.37 \$ 2.37 \$	:	11.0% 11.0%	185.47 \$ 178.34 \$	-
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0 0	69.08	2.37 \$	•	11.0%	181 68 \$	-
Document Control/Office Administrator Civ./Str. Inspector	Sub IEM Sub Lewhart													0	33 63 53 38	2.37 \$ 2.37 \$	2	11.0%	88 46 \$ 140 42 \$	-
CWI Inspector	Sub Lawhart													0	55 51	2.37 \$	-	11.0%	146 03 \$	-
Civ/Str Insp. OF 2.5% - Rate is 1.5x regular rate CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhart Sub Lewhart													U O	80 07 83 27	2.37 \$ 2.37 \$	:	11.0%	210.63 \$ 219.05 \$	
Office Labor																				
Principal ^ Technical Support	CH2M HILL CH2M HILL													0 0	77.35 74 51	2 4955 \$ 2 4955 \$		11.0% 11.0%	214.25 \$ 206.41 \$	-
Safety Specialist	CH2M HILL													0	60 67	2 4955 \$	•••	110%	168 06 \$	-
Startup Assistance Office Administration	CH2M HILL CH2M HILL		·											0	66 29 30 78	2 4955 \$ 2 4955 \$	-	110%	183 63 \$ 85 25 \$	-
Other Services Allowance	CH2M MILL		_										5	- "	30 10	2.4955 \$		11.0%	33.23 S	-
Other Expenses ECCP Services - Winstead	Subconsultant												5	-		5		7.5%	5	_
Special Services Allowance - Kleinfelder	Subconsultant												ŝ	-		ŝ	:	7.5%	ś	-
Partnering Services Special Services Allowance	Subconsulant												5	•		5	-	7.5%	5	-
Special Services Allowance - Christian Wheeler	Subconsultant Subconsultant												s 5	2		5	:	7.5% 7.5%	- 5	-
Special Services Allowance Special Services Allowance - IEM (Bejhet)	Subconsullant Subconsultant												5	-		5	-	7.5%	s	-
Special Services Allowance - EMA	Subconsultant												\$	:		5	-	7.5% 7.5%	5 5	
CH2M HILL Service Center Other Direct Cost	\$5 50/office hou	н	0	0 O	0	Q	0	0	0	0	0	0	° 5	0	5.50	5	-	5.0%	ş	-
Regular Field Hours													·····*	0		<b>`</b>		0.074	·	
Regular Office Hours														0						
OT Field Hours Total Hours														о. а						
Total Dollars																			\$	-
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OH2NGILL																				
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Exhibit "BV" Cost Estimate																				
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#### Cost Estimate for Phase IV Ozone

EXHIBIT B-3 CH2M HILL Construction Management Alvarado WTP: Third Amendment

Alvarado WTP: Third Amendmeni										EVUIDIT	01 COST	ESTIMATE									r	
SCHEDULES		Calendar, Y	har 2012- in	1.1.4.7.5.00	L 4277- 10 GMC	otarinana sera	e treva sere	w Carlieros	34928247					L MATCHE	Sector 1	t Confidential and	ener en	THE STATISTICS	制的正义是影响之间	16.1.201.91	Total Project	SOLUTION
Phase IV Ozone		Hours	1. T = 1 = 27.43	in the second second		Window I to b	120414-6-1	611 (C) (A)	104-04-04-04-0		A		TOTION R NA.	and the second second	w Role It	utivities ( C	AN 1. 4	Profit 20-	Billing Rate   Tota		Hours 7104 Pr	
		STREET.	Feb	Mar	Anrea 1	ier Film May A	1		Aug	Sen	Con Log	Nov	S Dec S	- Sector	2012	ultiplier C	Se 5 5 1	2012	2012	450 614		
Field Labor																	/					
Senior Project Manager/Construction Manager/Sr. Enginee	CH2M HILL													0	78 30	2.37	-	11.0%	205 98 \$	-	3,380 \$	622,59
Associate Engineer/Resident Engineer	CH2M NILL													0	69,79	2 37 5	-	110%	183 60 \$	-	4,296 \$	711.06
Field/Office Engineer	CH2M HILL													Û	47.10	2.37 \$	-	11.0%	123.90 \$	-	2,176 \$	240,70
Civ./Str. Inspector I	CH2M HILL													0	48.55	2.37 5	•	11.0%	127.73 \$	-	0 \$	-
Civ./Str. Inspector II	CH2M HILL				•									C	48.55	2.37 \$	-	11.0%	127.73 \$	-	1,208 \$	135,50
Civil/CWI inspector	CH2M HILL													ō	48.55	2.37 \$		110%	127.73 \$	-	4,288 \$	492,44
Machanical Inspector	CH2M HILL													n.	48 55	2.37		11.0%	127.73 \$	-	1,962 \$	225,59
In-plant inspections	CH2M F9LL													0	48.55	2.37		11.0%	127.73 \$		696 S	78.07
Electrical/I&C Inspector	CH2M HILL													ō	47.56	2.37 5		11.0%	125.12 \$	-	3,378 \$	376,57
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													ě	72 B3	2.37		11.0%	191.59 \$	-	0 \$	
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													ñ	72.83	2.37		11.0%	191,59 \$		41 \$	6,89
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL				•									ň	72 63	2.37 \$		11.0%	191.59 \$	_	102 \$	17.58
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													ň	72.63	2 37		11.0%	191.59 \$		46 \$	8,01
In-Plant Inso, OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													ň	70.03	2 37 3		11.0%	184 23 \$	_	17 5	2.75
Elec/I&C Insp. 01 2.5% - Rale is 1.5x regular Rate	CH2M HILL													ň	71.34	2 37 5		11,0%	187.68 \$		85 \$	14.24
Document Control/Office Administrator	Sub IEM													ň	34.74	2.37		11.0%	91.38 \$		2,756 \$	224.53
Civ./Sir. inspector	Sub Lawhart													ň	55.14	2.37 5		11.0%	145.06 \$	_	1,576 \$	205,413
CWI Inspector	Sub Lawhart													ě	57.34	2.37		110%	150.85 \$	-	0 5	200,47.
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart														82,71	2.37		11.0%	217.58 \$		38 \$	7.42
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhari														85.01	2.37 \$		11.0%	226.28 \$		05	
Office Labor	Juo camilari													•	00.01	2.37 3		11.07	224.20			
Principal	CH2M HILL													•	79.90	2 4955		11.0%	221 33 \$		650 \$	129,841
Technical Support	CH2M HILL									•				Ň	76.97	2 4955 1		11.0%	213 22 \$	-	530 \$	100.73
Safety Specialist	CH2M HILL													Š	62 67	2.4955 \$		11.0%	173 60 1	-	124 \$	19,22
Slattup Assistance	CH2M HILL														68 48	2.4955 5		11.0%	189 69 5		440 \$	76.862
Office Administration	CH2M HILL													ő	31.79	2 4955 \$		11.0%	68.07 S	•	1,320 \$	105,020
Other Services Allowance	CH2M RILL												5	-	71'18	2.4955 \$		11.0%	BG.U/ 3		1,J20 3	109,020
Other Expenses	· · · · · · · · · · · · · · · · · · ·												•			2.4900 \$		11.074	•	<u> </u>	,	
	<b>.</b>												-			_					· .	
EOCP Services - Winstead	Subconsullant												5	•		1	-	7.5%	\$	•	s	
Special Services Allowance - Kleinfelder	Subconsultant												5	·		1	-	7.5%	\$	•	\$	12,900
Partnering Services	Subconsultant												\$	•		5	-	7.5%	\$	•	5	12,900
Special Services Allowance	Subconsultant												5	•		\$	-	7.5%	\$	-	\$	-
Special Services Allowance - Christian Wheeler	Subconsultant												\$	-		5	-	7.5%	5	-	2	69,87
Special Services Allowance	Subconsultant				•								5	•		1	•	7.5%	\$	-	\$	-
Special Services Allowance - IEM (Beinst)	Subconsultant												\$	-		1		7.5%	\$	-	\$	7,52
Special Services Allowance - EMA	Subconsultant												\$	•			-	7.5%	\$	-	\$	-
CH2M HILL Service Center Other Direct Cost	\$5.50/office hou	17 O	0	0	0	0	0	0	0	0	0	0	° <b>s</b>	- 0	5 50	5	-	5.0%	\$ \$	-	3,064 \$ \$	16,852 34,554
Regular Field Hours												•		0							25,716	
Regular Office Hours														0							3,064	
OT Field Hours														0							329	
Total Hours														0			-				29,109	
Total Dollars																			\$	-	\$	3,957,714

CH 2MIHILL

CIENTICLE for Tenning The English States 000135

#### Cost Estimate for Phase III Basins 1.2

EXHIBIT B-3 CH2M HILL Construction Management

Alvarado WTP: Third Amendmen		÷ .																									
		-														OST ES											
SCHEDULES		Calond	lar,Year	2008,7255	14. 15. 15. 16.	والشاردين ك													1411	10.75	Marker Z	200000	276 (83	Children for	他に独裁部で	CELES TANK	£5332.
Phase III Rehab Floc/Sed Basins 1 & 2		Hours	行行的	Feb				May	a Lun	和常	an an	Aug	ult Se	i serio p vi la				Dec.	Sublot	ぞう	Rate 2008	Vulipier 2008	1207.14			iting Rate To	1.11
Field Labor														i.													
Senior Project Manager/Construction Manager/Sr, Engli	neer CH2M HILL		0	. 0	0		0	0	0		0	0		0 :	0		ο.	0		0 \$	68.76	2.37	5	-	11.0%	180.89 \$	-
Associate Engineer/Resident Engineer	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	0		0\$	61.29	2.37		-	11.0%	161.24 \$	•
Field/Office Engineer	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	0		05	41.36	2.37	5	-	11.0%	. 108.81 \$	•
Civ./Str. Inspector I	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	Q		0 S	42 54	2.37		-	11.0%	112.17 \$	-
Civ./Str. Inspector II	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	0		0\$	42.64	2.37		-	11.0%	112.17 \$	-
Civil/CWI Inspector	CH2M HILL		0	0	0		0	0	0		0	0		0	Q		0	0		05	42.64	2.37		-	11.0%	112.17 \$	-
Mechanical Inspector	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	0		0\$	42 64	2.37		-	11.0%	112.17 \$	-
In-plant inspections	CH2M HILL		0	0	0		0	0	0		D	0		0	0		0	0		D \$	42.64	2.37		-	11.0%	112.17 \$	-
Electrical/I&C Inspector	CH2M HILL		0	0	0		0	D	0		D	0		0	0		0	U		0 <b>\$</b>	41.77	2.37		-	11.0%	109.88 \$	-
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	0	0		0	0	0		0	0		0	Û		0	- 0		0\$	63.96	2.37		-	110%	168.26 \$	-
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	0	0		0	0	0		0	0		0	. 0		0	10		0\$	63.96	2.37		-	11.0%	168 26 \$	-
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL		0	0	0		0	0	0		0	0	•		0		0	_`0		0 \$	63.96	2.37		-	11.0%	168.26 \$	-
Mech Insp. OT 2.5% - Rale is 1.5x regular Rate	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	• 0		0 <b>\$</b>	63.96	2.37		-	11.0%	168.26 \$	-
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	0	0		0	0	0		٥	0		0	0		0	0		05	61.50	2.37		-	11.0%	161.79 \$	-
Elec/I&C Insp. OT 2.5% - Rale is 1.5x regular Rale	CH2M HILL		0	۵	0		0	0	0		0	0		0	C		0	0		0\$	62.65	2.37		-	11.0%	164 B2 \$	· •
Document Control/Office Administrator	Sub IEM		0	0	0		0	Q	0		0	0	,	0	0		0	0		05	30.51	2.37		-	11.0%	80.25 \$	ς -
Civ./Str. Inspector	Sub Lawhart		0	0	0		0	0	0		0	0		0.	0		0	0		0 \$	48.42	2.37		-	11.0%	127.39 \$	· ·
CWI Inspector	Sub Lawhart		0	0	0		0'	0	0		0	0		0	0		0	0		0\$	50.36	2.37		-	11.0%	132.48 \$	-
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart		0	D	0		0	a	0		D	0		0	Û		0	O		0\$	72.64	2 37		-	110%	191.09 \$	-
CWI Insp. OT 2.5% - Rate is 1.5x regular rati	Sub Lawhart		0	Ŭ,	0		0	p	0		0	0		0	0		0	0		05	75.54	2.37	5		11.0%	198.72 \$	-
Office Labor											_							•									
Principal	CH2M HILL		0	0	0		0	0	0		0	0		0	a		0	0		05	70.17	2.4955		-	11.0%	194.37 \$	-
Technical Support	CH2M HILL		0	0	0		0	0	. 0		0	0		0	0		0	C		05	67.60	2.4955		-	11.0%	187.25 \$	-
Safety Specialist	CH2M HILL		0	o	0		0	C	0		ο.	0		0	C		0	0		0 \$	55.04	2 4 <del>9</del> 55		-	11.0%	152.46 \$	-
Startup Assistance	CH2M HILL		0	0	C		0	0	0		0	0		0	C		0	O		0\$	60.14	2.4955		-	11.0%	166.59 \$	-
Office Administration	CH2M HILL		0	0	0		0	0	0		0	0		0	0		0	0		0\$	27.92	2.4955		-	11.0%	.77.34 \$	-
Other Services Allowance		5	- 5	-	<b>i</b>	S -	5	- 5	-	s -	\$	-	ş.,	5	- 1		\$	- 5	-			2.4955	\$ 1	-	11.0%	\$	
Other Expenses																											
EOCP Services - Winslead	Subconsultant	\$ .	- \$	- 1	; .	<b>\$</b> -	5	- \$	-	5 -	5		5 -	5	- 1	-	<b>S</b> .	- 5	-				\$.	-	7.5%	5	-
Special Services Allowance - Kleinfelder	Subconsultant	5	- 5	- 1	i - i	s .	\$	- 5	-	<b>s</b> -	\$		<b>s</b> -	\$	- 1	-	5	- 5	-				\$	-	7.5%	. 5	-
Partnering Services	Subconsultant	5	- 5	-	÷ -	s -	5	- \$	-	s -	\$	-	<b>s</b> -	5	- 3		5	- 5	-				5	-	7.5%	5	-
Special Services Allowance	Subconsultant	\$ .	- \$	- 1	· ·	s -	s	- \$	-	\$ -	5		<b>s</b> -	\$	- 3		\$	- 5	-				\$	-	7.5%	5	-
Special Services Allowance - Christian Wheeler	Subconsultant	5	- \$	- 3	i -	ş -	5	- \$	-	5 -	\$		s -	\$	- 1	÷ -	5	- S	-				5 -		7.5%	\$	
Special Services Allowance	Subconsultant	\$ .	- 5	- 1	j -	5 -	5	- 5		5 -	\$		\$ -	5	- 1	-	5	- 5	-				5.	-	7.5%	\$	
Special Services Allowance - IEM (Bejhat)	Subconsultant	5	- \$	- 1	<b>;</b> - (	<b>\$</b> -	\$	- \$	-	<b>S</b> -	5		ş -	\$	- 3	i -	5	- \$	-				\$	-	7.5%	Ś	
Special Services Allowance - EMA	Subconsultant	\$	- \$	• .	<b>.</b> .	s -	\$	- 5	-	\$ -	\$	-	5 -	5	- 1	6 -	\$	- 5	-				5	-	7.5%	5	-
CH2M HILL Service Center	\$5.50/office hou	r	0	Ó	Ģ		0	0	0		0	· 0		0	0		0	0		0 S	5.50		5	-		\$	-
Other Direct Cost		\$	- \$	-	<u>-</u> ۱	\$ -	\$	- \$	-	5 -	\$	-	<u>s</u> -	5	- 1	<u>، ،</u>	\$	- 5	-				\$	-	5.0%	5	-
Regular Fleid Hours Regular Office Hours OT Fleid Hours																			0 0 0		-				•	-	
Total Houra																			0								
Total Dollars																					•					\$	-

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CH2MTHULL Inc. Exhibit "B-3" Cost Estimate

#### Cost Estimate for Phase III Basins 1.2

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					•		•	LAII	1011 0-3	,										$\frown$
						6	'ost Esti	imste for	· Phase I	II Basins	12									
EXHIBIT B-3						2	2031 031		I MAGE I	<b>D</b>							:			ယ
CH2M HILL																				
Construction Management				-																~
Alverado WTP: Third Amendmeni															•					
											T'B'- COST						÷			
SCHEDULES			2009	비가 지도 지	1	4-25-25-25-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5	0.22.24.21	والمتحافظية المعقورات	n faith an an an Article	State Libertade	13975164	nation of the state	1.266 a 187 a 1	114031340241412						
Phase III Rehab Floc/Sed Basins 1 & 2		Hours se State	Single Si	State in	<b>建</b> 新日	14495	法定的运行	1.1	State 1	5 A	<b>新</b> 的社会	Sec. 3.	<b>回日</b> 》注中		Rale	Multipliers C		Profit SV: B	ling Rate Tot	lai Price 2 (255)
		and the second	Feb	Mar 1		Sector File 2	C Jun	144 Y 19	ALL ALL	Sep 2		Nova			2009	2009	2009	2009	2009	1.0.2009
Field Labor																				
Senior Project Manager/Construction Manager/Sr, Engin		16	56	60	60	58	60	. 60	58	44	44	58	60	632 \$	7103		106,392.00	110% \$		118,095
Associate Engineer/Resident Engineer Field/Office Engineer	CH2M HILL CH2M HILL	0	160 80	176 87	176 87	160	176	176	168 84	176 87	176	160	176	1,888 \$	63 31		283,303.62	11.0% \$	166 56 \$	314,467 105,319
Field/Office Engineer Civ./Str. Inspector I	CH2M HILL CH2M HILL	0 84	80 112	87 124	124	84 118	67 124	87 124	84 118	87 176	87 176	80 160	87 176	937 \$ 1.616 \$	42.73 44.05	2.37	94,882.42 168,692.36	110% \$		105,319 187,249
Civ/Str. Inspector II	CH2M HILL		0	0	124	126	132	132	126	132	132	120	132	1,158 \$	44 05	2.37		11.0% \$		134,179
Civil/CWI Inspector	CH2M HILL	, p	0 0	176	176	168	176	175	168	176	176	160	176	1,728 \$	44.05		180.383.91	11.0% \$		200.226
Mechanical Inspector	CH2M HILL	0	30	34	34	32	34	34	32	70	44	40	44	425 \$	44 05	2.37	44,578 42	110% \$	115 87 5	49,593
In-plant Inspections	CH2M HILL	0	Û	0	60	58	60	0	0	D	0	0	0	178 \$	44 05	2.37		110% \$		20,625
Electrical/I&C Inspector	CH2M HILL	0	0	Q	۵	0	0	0	42	44	44	40	44	214 \$	43 15	2.37		11.0% S		24,290
Civ/Str Insp. 1 OT 2.5% - Rate is 1.5x regular Rate Civ/Str Insp. 11 OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	2	2	3	2	2	2	2	2	3	3	2	3	28 \$	66 07	2.37		11.0% \$		4,867
Civ/CWI Insp. 07 2.5% - Rate is 1.5x regular Rate	CH2M HILL . CH2M HILL .	0	0	2	2	1	2	2	2	3	2 3	2	2	19 \$ 27 \$	66 07 66 07	2.37		11.0% \$		3,302 4,693
Mech Insp. OT 2.5% - Rata is 1.5x regular Rate	CH2M HILL	0	2	3	2	2	2	2	2	z	2	2	2	23 \$	66 07	2.37		11.0% \$	173 81 5	3,998
in-Plant Insp. Of 2.5% - Rate is 1.5x regular Rate	CH2M HILL	Ō	0	ō	2	2	2	2	2	2	2	2	2	18 \$	63 53	2 37 5		11.0% \$		3,008
Elec/I&C Insp. DT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	2	2	2	2	18 \$	64 72	2.37		11.0% \$		3,065
Document Control/Office Administrator	Sub (EM	. 0	80	86	86	84	66	86	84	86	86	80	86	930 \$	31.51	2.37		110% \$		77,095
Civ./Str. Inspector CWI Inspector	Sub Lawhart Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0 S 0 S	50 02 52 02	2.37		11.0% \$		-
Civ/Str insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	ŏ	ő	ő	0	0	0	ő	0	0	0	0	05	75 03	2.37 5		11.0% \$		:
CWI Insp. OT 2.5% - Rate is 1.5x regular rati	Sub Lawhart	ů,	ŏ	, õ	ō	ŏ	ŏ	ō	ŏ	õ	ŏ	ŏ	Ŭ	0 5	78.03	2.37		11.0% \$	205.28	
Office Labor																			-	
Principal	CH2M HILL	0	0	12	12	12	52	12	12	12	12	12	12	120 \$	72 49	2 4955		11.0% \$		24,094
Technical Support	CH2M HILL	0	0	60	40	20	10	10	20	10	10	10	10	200 \$	69 83	2.4955		110% \$		38,686
Safety Specialist Startup Assistance	CH2M HILL CH2M HILL	0	0	16 0	16 0	4	4	4	4	4	4	4	4	64 \$ 0 \$	56.86 62.13	2 4955 1 2 4955 1		11.0% \$	157 49 \$ 172 09 \$	10,079
Office Administration	CH2M HILL	0	ň	16	16	16	16	16	16	16	15	16	16	160 \$	28.84	2 4955 1		11.0% \$		12,783
Other Services Allowance		s .	\$ - <sup>*</sup>	s - ''	s - "	<b>s</b> - "	<b>s</b> -	5 -	\$ -	s - s		s		5 -	10.07	2.4955 \$		11.0%	\$	-
Other Expenses										· ·				-						
EOCP Services - Winstead	Subconsultant	\$ -	\$ -	<b>s</b> - 1		•	s -	\$	\$ -	5 - 5	1 1 1	<b>s</b> - 1	i -	<b>5</b> -		5	i	7.5%	\$	-
Special Services Allowance - Kleinfelder	Subconsultant	5 -	s -	s -	\$ 1,000.00	\$ 1,000.00	s -	\$ -	\$ -	5 - 5	-	5 - 1	-	\$ 2,000.00	•	\$	2,000.00	7.5%	5	2,150
Partnering Services Special Services Allowance	Subconsultant Subconsultant	5 -	<u>s</u> -	s -		5	<b>.</b> .	5 -	<u>s</u> -	s - s	-	s . :		s -		\$	- ÷ ÷	7.5% 7.5%	5	•
Special Services Allowance - Christian Wheeler	Subconsultant			s -			\$ 10.000.00		\$ - \$ 20.000.00	\$ 10.0000 S				s 60.000.00		3	60,000.00	7.5%	, , , , , , , , , , , , , , , , , , ,	64,500
Special Services Allowance	Subconsultant	5	Š -	s -	ś .	s - :	•	\$ 20,000.00	\$ 20,000.00	\$ - \$		s		\$ 00,000.00		ŝ	00,000.00	7.5%	ŝ	04,000
Special Services Allowance - IEM (Belhal)	Subconsultant	\$ 250.00	\$ 250.00	\$ 250.00	S 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00 \$	250.00	\$ 250.00	250.00	\$ 3,000.00			3,000.00	7.5%	5	3,225
Special Services Allowance - EMA	Subconsultant		•	5 - 3	5 - 3	<b>5</b> - 3	5 -	s -	<b>S</b> -	s - s		5 - 5	÷۰	<b>5</b> -		5	i -	7.5%	\$	•
CH2M HILL Service Center	\$5.50/office hou		0	104	84	52	42	42	52	42	42	47	42	544 <b>\$</b>	5.50		2,992.00		5	2,992
Other Direct Cost		\$ 598.33	<b>b</b> 598.33	a 598.33	\$ 598.33	598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33 \$	598.33	\$ 598.33	598.33				7,179.96	5.0%	\$	7,539
Regular Field Hours														9,709						
Regular Office Hours														544						
OT Field Hours Total Hours														133 10,385						
Total Dollars						•													5	1,420,120
																			•	

**9** СН**2М**И.

CH2MTHELL IAC Eshibit "B-4" Cost Estimat

Page 2 of 5 2 is 2000

#### Cost Estimate for Phase

B-3 se 111 I	<u>așins 1</u>	2								·		
EXHIBIT	lif- COST ÊS	IMATE										
Warn Call	ور وحد الم الد معالم	1711: 12 azz	a mar and				àл	il in the state		7.1.47.11791E	つける国際である。	
Sep 5		Nov	Dec	Sublotal	Rew Rate	Multiplier 2010	自動が	1 8744 2010	Profit 2019	Balling Rate 2010	Total Price	》 10
0	0	0	0	112	73.37	2.37	\$	19,476	11.0%	193 03	\$ 21.6	19
0	0	0	0	688	65 40	2.37	\$	106,645	11.0%	172.06	\$ 118,3	76
0	0	.0	0	343	44,14	2.37	5	35,879	11.0%	116.11	\$ 39.83	26
0	0	0	0	600	45 50	2.37	\$	64,700	11.0%	119 70	\$ 71.81	17
0	0	0	0	472	45 50	2.37	\$	50,897	11.0%	119 70	\$ 56,49	96
0	0	0	0	320	45 50	2.37	\$	34,507	11.0%	F19.70	\$ 38,30	03
• 0	0	D	0	80	° 45 50	2.37	\$	8,627	11.0%	119.70	\$ 9,5	76
0	0	¢	a	0	45 50	2.37	\$	-	11 0%	119.70	s -	
0	0	0	0	40	44 57	2.37	5	4,225	11 0%	117 25	\$ 4,69	96
0	0	0	0	13	68 25	2.37	\$	2,103	110%	179.54	\$ 2,3	34
0	0	0	0	13	68 25	2,37		Z, 103	11.0%	179 54		
0	0	D	0	7	68.25	2.37		1,132	11.0%	179 54		
0	0	0	0	3	68 25	2.37		485	11.0%	179 54		39
0	0	0	0	0	65 63	2.37			11.0%	172 64		
0	0	0	. 0	2	66 86	2.37		317	119%	175 88		52
0	0	0	0	342	32.55	2.37		26,384	110%	85.63		87
0	0	0	0	0	51 67	2,37	5	•	110%	135.94	5 -	

											E	EXHIBIT *	'li"- Cost e	ESTIMATE									
SCHEDULES		Calendar Ye	er 201C 2:	1. S	e el cattore	511.1.1.W.W.W.	12126424	12 Jan 1 2 1	Den Lota	5. 11 B	1.55 A. A. A.	Arris Vale	14. 15. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Section 23	chille - Fait	Bed the Section	10.00	\$120014Ve	à mai e sa	16.23.00	en de la compañía de	tell different	UN THE RE
Phase III Rehab Floc/Sed Basins 1 & 2		Hours Jan	in Sec	Mat			i i	An as				Sep		Nov	20. Z	Subiolai	Raw Rate	Multiplier 2010	Cost	2010	Dit 1111	uling Rate T	olal Pr
Field Labor		1100-1-000												/-:									
Senior Project Manager/Construction Manager/Sr, Engineer	CH2M HILL	56	56	. 0	0	a	)	0	0		0	0	0	0	0	112	73.37	2.37	\$ 19	9,476	11.0%	193 03 \$	, 2
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	,	0	0		0	0	0	0	0	688	65 40	2.37	\$ 106	6,645	11.0%	172.06 \$	11
Field/Office Engineer	CH2M HILL	80	80	96	87	0	)	ο.	0		0	0	0	, 0	0	343	44,14	2.37	\$ 35	5,879	11.0%	116.11 \$	3
Civ./Str. inspector I	CH2M HILL	160	160	192	88	0		0	0		0	0	0	0	0	600	45 50	2.37	\$ 64	4,700	11.0%	11970 \$	1
Civ./Str. Inspector II	CH2M HILL	120	160	192	0	0	1	0	0		0	0	0	0	0	472	45 50	2.37	\$ 50	0,897	11.0%	11970 \$	5
Civil/CWI Inspector	CH2M HILL	160	160	0	0	0		0	0		0	0	0	0	0	320	45 50	2.37		1,507	11.0%	F19.70 \$	3
Mechanical Inspector	CH2M HILL	80	0	Đ	0	0		0	0		0	· O	0	D	0	80	45 50	2.37		8,627	11.0%	119.70 \$	
In-plant inspections	CH2M HILL	0	0	0	0	0		0	0		ũ	0	0	¢,	0	0	45 50	2.37		-	110%	119.70 \$	
Electrical/I&C Inspector	CH2M HILL	40	0	0	Q	0	I	0	0		a	0	0	0	0	40		2.37		4,225	11 0%	117 25 \$	
Civ/Str Insp. 1 OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	3	4	5	1	0		0	0		0	0	0	0	0	13	68 25	2.37		2,103	110%	179.54 \$	
Crv/Str Insp. II OT 2.5% - Rate is 1,5x regular Rate	CH2M BILL	3	4	5	1	0		0	0		0	0	0	0	0	13		2.37		Z, 103	11.0%	179 54 \$	
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	3	4	0	0	0		0	0		0	0	0	0	0	7	68.25	2.37		1,132	11.0%	179 54 \$	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HaL	3	0	0	0	0		0	0		0	0	0	0	0	3	68 25	2.37		485	11.0%	179 54 \$ 172 64 \$	
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL CH2M HILL	U U	0	Ň	U U	U		U	0		С	0	0	, v	0	0 2	65 63 66 86	2.37		317	11.0% 11.0%	175 88 \$	
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate Document Control/Office Administrator	Sub IEM	2	80	96	U 80			U O	0		0 0	0	ň		. 0	342		2.37		5,384	110%	85.63 \$	
Civ./Sir, Inspector	Sub Lewhart	80			00	U 0		n	0		u 0	ů	0		U 1	342	51.67	2.37		0.364	110%	135.94 \$	
CWI Inspector	Sub Lawhart	ň	ŏ	ň				Å.	· .		ň	ő	ò	ň		0	53 74	2,37		2	110%	141.37	
Civ/Str Insp. QT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	ő	ő	ő	0		õ	n		ů.	n	ă	ň	0 0	0	77.51	2.37			11.0%	203 90 5	
CWI insp. 01 2.5% - Rate is 1.5x regular rati	Sub Lawhart	ő	ň	ň	ň	0		õ	ő		ă –	ň	ň	ă	ň		80.61	2.37		-	11.0%	212.05 \$	
Office Labor					<u>*</u> _														•				
Principal	CH2M HILL	12	12	12	12	a	,	0	0		0	a	n	0	0	48	74.68	2.4955	5 8	8,969	11.0%	207 41 5	
Technical Support	CH2M HILL	10	10	ō	ő	0		ō	ō		ō '	ō	ō	ō	ō	20		2 4955		3.600	11.0%	199 81 \$	
Safety Specialist	CH2M HILL	4	4	Ð	0	0		0	0		ο,	0	C	0	0	8	58 73	2,4955	\$ 1	1,173	11.0%	162.69 \$	
Starlup Assistance	CH2M HILL	100	88	0	0	0		0	0		Q D	0	0	0	0	188	64.18	2.4955	\$ 30	0,105	11.0%	177.77 \$	3
Office Administration	CH2M HILL	16	16	16	16	0	I	0	0		0	0	0	0	0	64	29.79	2 4955	5 4	4,758	11.0%	62.53 \$	
Other Services Allowance		<b>S</b> -	\$	<b>s</b> - 1	5 - <b>1</b>	s -	\$	- 5	-	s .	5	- 5	- 5	i -	s -	\$ -		2.4955	5	-	11.0%	\$	
Other Expenses																				-			
EDCP Services - Winslead	Subconsultant	5 -	\$ - :	s - 1	5 -	S =	\$	- 5	-	5 -	5	- 5	. \$	-	5 -	ş.			\$	-	7.5%	\$	
Special Services Allowance - Klainfaldar	Subconsultant	5-	\$ - 3	s - 1	5 -	S -	\$	- S	-	<b>\$</b> -	\$	- 5	· 5		\$ -	s .			\$		7.5%	5	
Partnering Services	Subconsultant	\$ -	<b>S</b> - 1	5° - 1	5 .	ş .	\$	- S	-	S	5	- 5	• \$	- 1	\$ -	\$ -			\$	-	7.5%	5	
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ - 1	; -	\$ -	\$	- 5	•	s -	\$	- \$	- 5	· -	s -	s -			\$	-	7.5%	5	
Special Services Allowance - Christian Wheeler	Subconsultant	<b>S</b> -	5 -	5 - 1	<b>i</b> -	<b>S</b> -	ş	- \$	-	<b>\$</b> -	s	- \$	- 5	-	s -	s -			\$	•	7.5%	5	
Special Services Allowance	Subconsultant	\$ -	5 -	5 - 1		5 -	s	- \$	-	\$ -	\$	- 5	- 5	i -	s -	s -			5	•	7.5%	5	
Special Services Allowance - IEM (Bejfuet)				250.00		s -	ş	- 5	-	<u>s</u> -	5	- 5	- 5	-	<b>S</b> -	\$ 750.00			S	750	7.5%	\$	
Special Services Allowance - EMA CH2M HitL1 Service Center			\$ - : 130	\$- \$ 28	;. 28	\$ - 0	s	- 5	-	s -	<u>،</u>	- \$	• <b>s</b>	· ·	<b>s</b> - a	s .			3		7.5%	5	
Other Direct Cost	\$5.50/office hour	r 142 \$598.33 !						- 5	. U	s	u s	- 5	- 's	-		328.00 \$ 2,393.32				1,804 2,393	5.0%	3	
		a 390.33 :	a had 31 1	0.00.00 \$	030.33	<u> </u>		- 3	•		<u> </u>	<u> </u>			<u>, ,</u>	≱ ∠,393.32			<u>, 1</u>	2382	5.0%	<u> </u>	
Regular Field Hours																2,997							
Regular Office Hours																328					•		
OT Field Hours																38							
Total Hours Total Dollars																3,363							

EXHIBIT B-3 CH2M HILL

Construction Management Alvarado WTP: Third Amendment

\$ 455,882

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9,956 3,996 1,302 33,420 5,282

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1,604

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#### Cost Estimate for Phase III Basins 1 2

EXHIBIT B-3		-																			(
CH2M HILL												•		·	·						1
Construction Management																					
Alvarado WTP: Third Amendment																					· · · · · · · · · · · · · · · · · · ·
001/20/11/20											3°- COSTE.								bill when a start		
SCHEDULES		Calendar Year		A47.6016-2		17. 49. 20.	Providence of the		Ber and the	2.45.78.2.5	1 N 2 . 2 10.	A THE REAL PROPERTY AND	Cl. NSA-C.F.L.E.								
Phase III Rehab Flor/Sed Basins 1 & 2		Hours	的自己的	的认识的	-08 PF	4.美异创	17. 18. 19. 2	いりたきが	87 G 28	和中国公司	8-29-12	202	14572	en P	sw Rate	Vultiplier	Cost	Pro	言語がある	iling Rate	otel Price (
		And And And		Mar		110 10 10 10 10 10 10 10 10 10 10 10 10	S 194		Aug	Sep	Ocl	N N	Dec Sut	1.1	2011	12011	21		2011	22:2011	2011
Fleid Labor		Transfer of the second second		and thigh such	ale and second	e indy namph	45 D L 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	43.00 <b>- 1</b> - 1.999	<i>ети</i> ул <i>а</i> ала	- 360 - 264	Contraction of the second	or an or share			-201 (J-	353 <b>2</b> 0(1)	2018 (19 <b>2</b> 4)	20 H (20	Sector (1)	Colorador (177)	
Senior Project Manager/Construction Manager/Sr. Engineer CH	IZM HILL													0	75.80	2.37	s -		11.0%	199.40 \$	-
Associate Engineer/Resident Engineer CH	12M HILL													0	67.56	2.37	s -		110%	177,74 \$	-
Field/Office Engineer CH	12M HILL								-					0	45.59	2.37	s -		11 0%	119.94 \$	
Civ./Str. Inspector I CH	12M HILL													0	47.00	2.37	<b>s</b> -		11.0%	123 65 \$	-
Civ./Str. Inspector II CH	12M HILL													0	47.00	2.37			11 0%	123 65 💲	
Civil/CWI Inspector CH	12M HILL													Û	47 00	2.37	5.		11.0%	123.65 \$	
	12M HILL												•	e	47 00	2.37			11.0%	123 65 \$	
	f2M HILL													0	47.00	2.37			11 0%	123.65 \$	
	12M HILL													6	46.04	2.37			11.0%	121.12 \$	
	12M HILL													0	70.50	2.37			11.0%	185.47 \$	
	12M HILL													0	70 50	2.37			11.0%	185.47 \$	
	12M HILL													0	70.50	2.37			110%	185 47 \$	
	12M HILL													0	70.50	2.37			11.0%	185 47 \$	
	12M HILL													0	67.79	2.37			11.0%	178.34 \$	
	12M HILL													0	69 06	2.37			110%	181.68 \$	
	b IEM													0	33 63	2.37			11.0%	88 46 \$	
	ti Lawhart													0	53 38	2.37			11.0%	140 42 \$	
	b Lawhart													0	55 51	2.37			11.0%	146.03 \$	
	b Lawhart													0	80 07	2.37			11.0%	210.63 \$	
CWI Insp. OT 2.5% • Rate is 1.5x regular rati Sul Office Labor	b Lawharl														83.27	2.37	<u> </u>		11.0%	219 05 \$	
	12M HILL													0	77 35	2,4955	<b>.</b>		11.0%	214 25 \$	
	12M FULL													0	74.51	2.4955			11.0%	214 25 \$	
	12M HILL													ŏ	60.67	2.4955			11.0%	168 06 \$	
	12M HILL													0	66 29	2.4955			11.0%	183.63 \$	
	12M HILL													ŏ	30.78	2.4955			11.0%	85.25 \$	
Other Services Allowance													5		50.10	2.4955			11,0%	\$ 63.20	
Other Expenses												·	*				•				
	bconsultant					-							\$				ε.		7.5%	T.	-
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CH2M HILL Service Center \$5.	50/office hour	. 0	0	0	0	0	0	0	0	0	0	0	0	0	5.50		Ś.			. 5	-
Other Direct Cost											•		\$	-			5 -	•	5.0%	5	-
Regular Fleid Hours	•••••											-		n						2	
Regular Field Hours Regular Office Hours																					
OT Field Hours																					
Total Hours														0							
Total Dollars																				5	-
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CHAMMEL

CIEM HB.L, Inc. Exhibit "B-3" Cost Estimate

Cost Estimate for Phase III Basins 1.2

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Page 5 of 5 2.6 2008

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EXHIBIT B-3																						
CH2M HILL																						
Construction Management																						
Alvarado WTP: Third Amendmeni											· .											
		r							F	XHUBIT 1	B*- COST E	STIMATE						·				
SCHEDULES		Colendar Ye	nr 2013	a branch and	NO KIEW TRANG	C.C. March 100 March 100 Per	ANA COLON	and the second sec					17 (Prostander)		C 10-1-2 10 2 10	N. 14 214 227-02.1	senter Constant	Harst Karnison	CHERRY LE	14-145-00-D.S.M.	Total Project	STATES AND
* Phase III Rehab Floc/Sed Basins 1 & 2																utiplier. C			illind Rate T		Hours Set Pri	a (1.0.000)
		の言語	计算机 网络	不是 管理	1. A. A.	现在的中世界	佛运行史	· · · · · · · · · · · · · · · · · · ·	1976 - Series	的 昭 6		医侧上室	的新闻的	的爆 医	1 4 W 1	1004 22 3	动动的	19 J. 19	100 100 10	124-28-2	被控制 经	1997 (B) 19
		HALS AN AL	Store States	Mar. 1	An	May 4	i dun 🔆	dul Jul	Aug	Sen	Oct CA	Nov	Dec Su	ihiotel	2012	ob 2012	2012	2012	54 = 2012	2012		Sec. Sec. Sec.
Field Labor											2	STORE STORE						the product of the pro-				
Senior Project Manager/Construction Manager/Sr. Engine	eer CH2M HitL								:		1.1.1			0	78 30	2.37 5	-	11.0%	205.98 \$	-	744 \$	139,714
Associate Engineer/Resident Engineer	CH2M HILL											•		٥	69.79	2.37 \$		11.0%	183 60 \$	-	2,576 \$	432,843
Field/Office Engineer	CH2M HILL													0	47,10	2.37 \$		11.0%	123.90 \$	-	1,280 \$	145,145
Civ./Str. Inspector I	CH2M HILL													0	46 55	2.37 \$	-	11.0%	127.73 \$	-	2,216 \$	259,066
Civ./Str. Inspector II	CH2M HILL					•							•	0	48 55	2.37 \$	-	110%	127.73 \$	-	1,630 \$	190,676
Crvi/CWI Inspector	CH2M HILL													0-	48.55	2.37 \$	-	11.0%	127.73 \$		2,048 \$	238,529
Mechanical Inspector	CH2M HILL													0	48 55	2.37 \$		11.0%	127,73 \$		508 \$	59,169
In-plant inspections	CH2M HILL								•					0	48.55	2.37 \$		11.0%	127.73 \$		178 \$	20,625
Electrical/I&C inspector	CH2M HILL													0	47.56	2.37 5		11.0%	125.12 \$		254 \$	28,980
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37 \$		11.0%	191.59 <b>S</b>		41 \$	7,201
Civ/Str Insp. II OT 2.5% - Rale is 1.5x regular Rate	CH2M HILL													0	72 83	2.37 \$		11 0%	191.59 \$		32 5	5,636
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37 \$		11.0% 11.0%	191.59 \$ 191.59 \$		34 \$ 26 \$	5,950 4,536
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL CH2M HILL													0	72.83 70.03	2.37 \$		110%	184.23 \$		18 \$	3,008
Elec/I&C Insp. OT 2,5% - Rate is 1,5x regular Rate	CH2M HILL													0	70.03	2.37 \$		110%	187 68 \$		20 \$	3,416
Document Control/Office Administrator	Sub IEM													ŏ	34.74	2.37 \$		11 8%	91.38 \$		1.272 \$	106,382
Crv./Str. Inspector	Sub Lawhart													ŏ	55.14	2.37 5		11.0%	145 06 \$		0 5	100,000
CWI Inspector	Sub Lawhart													ō	57.34	2.37 \$		11 0%	150 85 \$		0 \$	-
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhart		•											ō	82.71	2.37 \$		11.0%	217.58 \$		0 \$	· -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	85 01	2.37	-	11.0%	226.28 \$	-	0 \$	-
Office Labor																					-	
Principal	CH2M HILL													0	79.90	2.4955 \$		11.0%	221.33 \$		168 \$	34,050
Technical Support	CH2M HILL													0	76.97	2.4955 \$		11.0%	213.22 \$		220 \$	42,682
Safety Specialist	CH2M HILL													٥	62.67	2 4955 \$		11.0%	173 60 \$		72 \$	11,381
Startup Assistance	CH2M HILL													0	68.48	2.4955 \$		11.0%	189.69 \$		188 \$	33,420
Office Administration	CH2M HILL				•								-	0	31.79	2.4955 \$		11.0%	88.07 \$	-	224 \$	18,065
Other Services Allowance													ş			2.4955 \$		11.0%	\$		<u> </u>	
Other Expenses																						
EOCP Services - Winslead	Subconsultant												5	-		5		7.5%	5	-	. <u>\$</u>	
Special Services Allowance - Kleinfelder	Subconsultant												\$	-		5		7.5%	\$	-	\$	2,150
Partnering Services Special Services Allowance	Subconsultant Subconsultant												5	•		5		7.5%	5		s	•
Special Services Allowance - Christian Wheeler	Subconsultant												-\$	-		S		7.5% 7.5%	5	· -	ş.	64.500
Special Services Allowance	Subconsultant												s	-		د ۲		7.5%		-	2	64,500
Special Services Allowance - IEM (Beihat)	Subconsulant												Ś			ŝ		7.5%	,	-	, ,	4,031
Special Services Allowance - EMA	Subconsulant												Š			s		7.5%			ŝ	-,051
CH2M HILL Service Center	\$5.50/office hou	ır O	0	0	0	Ð	o .	0	0	· 0	. 0	0	0	0	5.50	ŝ			š	-	872 5	4,796
Other Direct Cost					•								5					5.0%	Š	-	ŝ	10,052
Regular Field Hours														0							12,706	
Regular Office Hours														а а					•		872	
OT Field Hours														e						•	171	
Total Hours														0							13,749	
Total Dollars										,									5		5	1,876,002
							-														-	
							:															

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CIEM (BL), Inc. Exhibit "B-3" Lost Estimate

#### Cost Estimate for SD 17

EXHIBIT B-3 CH2M HILL Construction Management Alvarado WTP\* Third Amendr

Alvarado WTP; Third Amendment																										
		r												EXHIE	3IT "B"-	COSTE	STIMÁTÉ									
SCHEDULES		Galendar.	Yest 20	00-22.44	G-G-32		Notice of	د خان کې	S. 14.1	والأمار المحمد	-	A	TEN LIN		4X 3213	4.11	31-47.FC	1.11 502	Acres	مكتد هرور الم	and the The	State State	ANT A	ALL CALLARY	ai Longo	STREAM STA
SD 17		Houns J.s.	- Calcing 1	G6750 G	HEARING	222.00	THAT'S R.	ion in the	51-1272	61.33		27 († Fra	11000	Color Tra	- LAT	CP. Storbe	717. 172.4	1.444.530	et Ray	Rate	Nultiplier / 1		Profit		I-Total Pro	
		<b>石 電気</b> 容	10	HALL I	1.11	(j. 1957),		S. 244	1 E -	19 19 49	1.1.5	253	和奇。	学者	$\mathbb{R}^{M}$	18 10	<b>在</b> 中选举	Suble Suble	扉 招	"雪"等于	彩的图	生命法学生	123 225	1. 1. 18	A 44	在1997年
		a. 1 Ja.	n 324	Feb += !:	Mar	Carlo Ab		May		يل الم ع مد	1 -4 20-1	August	Sec	32.0	a	INOVA	LANA Dec	Sable	<b>1</b>	+ + 2008	2008	30.00	2005	1.7世世 200	5 <b>2</b> 22	5212 2 005
Field Labor																						•				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	0	0	0		0	0	0		D	0	0		0	38	44		B2 S	68.76	2.37 \$	13,363.05	11 0%	180 8	95	14,833
Associate Engineer/Resident Engineer	CH2M HILL	C	0	0	0		0	0	0		0	0	0		0	0			0.\$	61.29	2.37	۰ I	110%	161 2	4 5	-
Field/Office Engineer	CH2M HILL	0	0	٥	0		0	0	0		0	Û	0		0	38	44		B2 \$	41.35	2.37 \$	8,038.22	11.0%	108 8	1 5	6,922
Civ/Str. Inspector ( -	CH2M HILL	0	0	0	0		0	0	0	1	D	D	0		0	σ	(	1	0 \$	42.64	2 37	۰ <b>۱</b>	110%	112.1	75	
Civ /Str. Inspector II	CH2M HILL	a	0	0	0		0	0	0		0	0	0		0	0	(	L. C.	05	42.64	2 37	<u>-</u> ا	11.0%	112.1	75	•
Civi#/CWI Inspector	CH2M HILL	a	D	0	0		0	0	0	,	3	0	0		0	0	(	L. C.	0 \$	42.64	2.37	<u>ب</u> ا	11 0%	112.1	7 \$	
Mechanical Inspector	CH2M HILL	ά	0	0	0		0	0	0		0	0	0		D	0	0	1	05	42.64	2 37	۰ I	110%	112.1	75	
In-plant inspections	CH2M HILL	0	0	C	Ō		0	0	0			ō	0		0	ā	ć		0 5	42.64	2 37		110%	112.1	7 5	
Electrical/1&C Inspector	CH2M HILL	0	0	0	0		0	0	D		3	0	0		0	0	(		0 \$	41.77	2.37	-	110%	109 a	a ś	
Civ/Str Insp.   OT 2,5% - Rate is 1.5x regular Rate	CH2M HILL	d	0	C	Ó		ō	0	ō		D	ō	ō		ō	Ő	· .	,	e \$	63.96	2.37		110%			-
Civ/Str Insp, II OT 2.5% - Rate is 1.5x regular Rate	CHI2M HILL	ŕ	Ó	0	õ		ō	Ó	ò	i	- -	ō	ō		õ	Ď	Ì		0 5	63 96	2 37		110%			-
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	é		ō	Ď	n		D	0	ō		0	Ď	, r		0 5	63.96	2.37		110%			
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	r	0	ē	ñ		ñ	ñ	â		n n	ő	0		ō	ñ			05	63 96	2.37		11 0%			-
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	ī	- 0	ō	ň		ñ	ñ	ō		'n	ñ	0		ñ	ñ	, i		0 \$	61.50	2.37		11.0%			
Elec/I&C Insp. OT 2.5% - Rete is 1.5x regular Rate	CH2M HILL	ĩ	ñ	õ	ň		ñ	ñ	e e		•	ň	ň		õ	ŏ	Ì		05	62.65	2.37		11.0%			
Document Control/Office Administrator	Sub IEM		0	ň	à		0 n	õ	Ď		•	ő	8		ã .	76	88		54 5	30.51	2.37 1		11.0%			13,161
In-Plant Inspector	Sub On-Sile	0		ň	ŏ		ñ	ň	ň	ì		ň	Ö		ň	10	80		80 S	44.01	2.37 \$		11.0%			9,262
Civ./Str. Inspector	Sub Lawhart	0	-	ñ	ň		Ď.	ň	ō		- -	ň	ň		ñ	ň	60		60 \$	48.42	2 37 1		11.0%			10,191
CWI Inspector.	Sub Lawhart	ř	ñ	ñ	ŏ		ñ	ň	ō		, 1	ň	ŏ		ñ '	ň	6		05	50.36	2.37		11.0%			
Civ/Str Insp. 01 2.5% - Rate is 1.5x regular rate	Sub Lewhert	0	ñ	ň	ő		Ď	ň	ő		'n	ň	Ď		ñ	ň			45	72.64	2.37 \$		11.0%			764
CWI Insp. OT 2.5% + Rate is 1.5x regular rate	Sub Lawhart	- 0	-	ñ	ő		D D	ň	ő		'n	õ	ň		ñ	ň			05	75.54	2.37		110%			
Office Labor	ood cawlian						<b>v</b>	v		·····		ų			<u> </u>											
Principal	CH2M HILL	0	0	.0	0		n	0	0		n.	n	0		0	8	F		16 \$	70,17	2,4955	2.601.73	11.0%	194.3	7 <b>e</b>	3,110
Technical Support	CH2M HILL	ő		ň	ő		ō	õ	· 0		•	ŏ	ŏ		õ	20	10		30 \$	67.60	2.4955 5		11.0%			5,618
Salety Specialist	CH2M HILL	ň	•	ő	ň		ň	ň	. 0			ŏ	ŏ		Ď	20			45	55.04	2,4955 \$		11.0%			5,010
Startup Assistance	CH2M HILL	0	-	ň	ň		n	ň			Ś	2	ă		õ				0 5	60.14	2 4955		11.0%			0.0
Office Administration	CH2M HILL	ő	•	ň	0		n	ŏ	0			0	ő		ň				85	27.92	2.4955		11.0%			619
Other Services Allewance	UNZM MILL	s	Š S	. š	U		-	· ·	•	s.'	· .	· · .			័រ	٩.	. '	-	03	21.92						
		<u> </u>	,	• •	-	<u>s -</u>	<u> </u>	<u>;                                     </u>		<u>s_</u> -	\$	- 1		<u> </u>	_ <u>^</u>			<u>s -</u>	_		2.4955	<u> </u>	11.0%	·	\$	·
Other Expenses	•					2	-				- '						-								_	
EOCP Services - Winstaad	Subconsultant			• • •	•	· ·	s		-	s .	3	-	-	5 -		•	5 -	- S -					7.5%		s	-
Special Services Allowance - Kleinfelder	Subconsultant	5 -	\$	- 5	-	s -	5	- 5	-	ş -	s		-	5 -	-	•	-	<u>s</u> .					7.5%		ş	•
Partnering Services	Subconsultant	s -	ş	- 5	-	s -	5	- 5	-	<b>s</b> .	5		-	5 -		•	- I	<b>S</b> -				· ·	7.5%		.\$	•
Special Services Allowance	Subconsultant	5 -	\$	- 5	-	<b>s</b> -	s	- 5	-	ş -	\$	- 1	-	\$ .	5	•	<b>5</b> -	\$ ·			1	; -	7.5%		\$	-
Special Services Allowance - Christian Wheeler	Subconsultant	5 -	\$	- 5	-	<b>s</b> -	\$	- 5	•	\$ -	\$	- 1	-	5 -		- :	-	\$ -			1	i -	7.5%		\$	-
Special Services Allowance	Subconsultant	5 -	5	- 5	•	\$ - ·	. <b>s</b>	- \$	•	s -	\$	- 5	•	\$ -	s	- 1	<b>-</b>	s -			1	i -	7.5%		s	-
Special Services Allowance - IEM (Bejhat)	Subconsultant	<b>S</b> -	\$	- 5	-	s -	s	- 5	-	\$	\$	- 1	-	\$ -	S 2	250.00	250 00		00		\$	500.00	7.5%		\$	538
Special Services Allowance - EMA	Subconsultant	5 -	5	- \$	-	s -	\$	- 5	-	s -	5	- 1	i -	s -	\$	- :	5 - E	s -			:	k -	7.5%	•	\$	-
CH2M HRLL Service Center	\$5 50/office hour		•	o	0		0	0	0			e.	,0		0	34	Z4		58 \$	5.50	5	319 00			5	319
Other Direct Cost		<u> </u>	\$	- 5	-	<u> </u>	<u> </u>	- \$	-	<u>s</u>	<u> </u>			<u>s</u> -	58	<u>397,50 -</u>	\$ 897.50	\$ 1,795.	00		. 1	1,795.00	5.0%	•	5	1,885
Regular Field Hours																		488						_		
Regular Office Noura																		58								
OT Field Hours																		4								
Total Hours																		550								
Total Dollars																									5	69,831
																									•	

CH2MHILL

CH2M BILL, Inc. Exhibits "R-3" Cost Entimate

#### Cost Estimate for SD 17

							<u> </u>	<u>ist Estim</u>	ate tor	<u>50 17</u>											
			:																		3
			s							EXH	BIT "B"- CO	IST ESTIMAT	TĘ		· · · · ·						
	Celendar.Yes	r 2006 - 35	1.1.2	1924-1927	44684626	a manageria	and the state	21715-135-50	المقيقة وترتجرن ال	enduc, cua)	- Carles and a second	gesceine	医乳油制的解释	CATHER IN	المتركبة مشاهدته	77.0920	in communities	15556252	CTIN SERIES	5.95% U	2.11日本11日本11日
	Hours of TA		All S						Allo					Subjects	aw Rate	Multiplier 7	Cost y Hang	Profit 155	Billing Rate		TOB / 1944
ai 1	16		15	18	1	5 16	16	16	16	44	44	16	15	248 \$		2.37		11 0%	\$ 186.6	5 5	46,341
40(1)	84		160	176	17			175	168	176	176	160	176	1.972 \$		2.37	\$ 295,908 23	\$1.0%			328,458
ALL.	32		32	35	3			35	34	35	35	32	35	409 \$		2.37	\$ 41,416.12				45,972
4LL	0		0	0		0 0	0	0	0	0	0	0	0	0 5	44 05	2.37		110%		7 5	
#LL	0		0	0		0 0	) 0	0	0	0	0	0	0	0 \$	44 05	2.37		11 0%	\$ 1158	75	-
ADE 1	0		0	0		n a	) 0	0	0	0	P	D	0	05	44 05	2 37	s .	11.0%	\$ 115.8	7 5	-

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						and the second				فكنيت ويوافقهم							the second s		the second se	
Field Labor Senior Project Manager/Construction Manager/Sr. Engineer	CUDALAN	16	18	16	16	16			16	44	44	16	16	248 S	71 03	2 17 5	41,748,76	11.0% \$	186.86 \$	46,341
Associate Engineer/Resident Engineer	CH2M HILL	64	160			16	176	, 16 176	168	176	176		176	1.972 \$	63 31			110% \$	166 56 \$	328,458
Field/Office Engineer			32	176	175	34		35	34			160 32			42.73	2.37 \$				45,972
	CH2M HILL	32	32	35	35	34	35	35	34	35	35	32	35	409 \$		2.37 \$		110% \$		45,972
Civ/Str. Inspector I	CH2M HILL	U O	0	0	0	0		U O		ມ 1	0		•	0 \$	44 05	2.37 \$	•	110% \$		-
Civ./Str. Inspector II	CH2M HILL	v	U	0	0	0	0	0	0		0	0	0	0 \$	44 05	2.37 \$	-	\$1.0% \$		-
Civi/CWI Inspector	CH2M HILL	0	0	0	0	10	10		10	0	6	0	0	0 \$	44 05	2.37 \$	·	110% \$		
Mechanical Inspector	CH2M HILL	0	10	10	10		10	10		16	44	40	44	2:4 \$	44 05	2.37 \$		11.0% \$		24,797
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	ò	0 \$	44 05	2.37 \$	-	110% \$		
Electrical/I&C Inspector	CH2M HILL	0	8	8	В	<u>,</u> 8	16	16	24	24	24	20	24	180 \$	43.15	2.37 \$		110% \$		20,431
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	· 0	0	0	0	Ð	0	0	Q	0 \$	66 07	2.37 \$	-	11.0% \$		-
Civ/Str Insp. # OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	D	0	0	0	0	0	0	0	0	0 \$	66 07	2.37 \$	-	11.0% \$		-
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0.	0	0	0	0	D	0	0	05	66 07	2.37 \$	-	11.0% \$		•
Mech Insp. OT 2.5% - Rate is 1,5x regular Rate	CH2M HILL	0	0	. 0	0	0	1	0	1	0	1	1	1	5 \$	66 07	2.37 \$	762.92	11.0% \$		669
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	· 0	0	D	0	Ð	0	05	63 53	2.37 \$	-	11.0% S		•
Elecri&C htsp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	Q	Q	0	0	1	0	1	1	1	1	5 \$	64.72	2.37 \$		11.0% \$		851
Document Control/Office Administrator	Sub IEM	68	32	36	36	34	36	36	36	34	36	32	36	452 <b>S</b>	31 51	2.37 \$		110% \$		37,470
In-Plant Inspector	Sub On-Site	168	0	٥	D	0	0	0	D	0	0	0	0	168 \$	45 46	337 <b>\$</b>		11.0% \$		28,570
Civ /Str. Inspector	Sub Lawhart	64	-48	52	5Z	50	52	52	50	0	σ	0	a	440 S	50.02	2.37 \$	52,163.34	110% \$	131.59 \$	57,901
CWI Inspector	Sub Lewhart	0	0	0	0	0	0	0	0	· 0	0	0	0	05	52 02	2.37 \$		11.0% \$	135 85 \$	-
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhart	6	1	5	1	1	1	1	1	0	0	0	.0	13 \$	75 03	237 \$	2,311.78	110% \$		2,566
CWI Insp. OT 2.5% - Rate is 1,5x regular rate	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	76.03	2.37 \$	• • •	11.0% \$	205 28 \$	-
Office Labor																				
Principal	CH2M HILL	B	8	8	8	B	8	8	8	8	8	8	8	96 \$	72 49	2 4955 \$	17,365.12	11.0% \$	200.78 \$	19,275
Lechnical Support	CH2M HILL	4	4	4	24	4	4	4	4	4	4	4	4	68 \$	69 83	2.4955 \$	11,849.72	11.0% \$	193.43 \$	13,153
Safety Specialist	CH2M HILL	2	2	2	2	2	2	2	2	2	2	2	2	24 \$	56.86	2.4955 \$	3,405 21	11.0% \$	157.49 \$	3,780
Startup Assistance	CH2M HILL	0	0	C	0	0	0	0	0	8	0	0	16	24 \$	62.13	2 4955 \$	3,720 81	110% \$	172 09 \$	4,130
Office Administration	CH2M HILL	4	4	4	4	4	4	4	4	4	4	. 4	4	48 \$	28.84	2.4955 \$	3,454 80	11.0% \$	79.89 \$	3,635
Other Services Allowance		S - 3	\$	\$ - 1	s -	s - 1	5 -	5 -	s -	s.	\$ - \$	i -	<b>5</b> .	s .		2.4955 \$	- '	11.0%	\$	
Other Expenses														1			فمنشقة سرخار الماب	میں بر ایک کرنا نے معمل کرنا ہے۔ ا	· · · ·	
EOCP Services - Winstead	Subconsullant	5 - 5	5 -	5	5-	5 - 1	5 -	ş -	5 -	\$ -	5 - 5	÷ -	<b>5</b> -	5 -		5	-	7.5%	5	-
Special Services Allowance - Kleintelder	Subconsultant	\$ 1,500.00	\$ 1,000.00	\$ - :	5 -	\$ - !	s -	\$ .	S -	\$ -	s - 1		5.	\$ 2,500 00		s	2,500.00	7.5%	\$	2,688
Partnering Services	Subconsultant	5 - 5	ş.	5 -	<b>s</b> .	5 - 5	5.	\$ -	s -	5 -	s - 1	· -	5 -	Ś.		5		7.5%	s	
Special Services Allowance	Subconsultent	5	5.	5 -	s	s - 5	5 -	5 -	5 -	\$.	\$ - S		<b>5</b> -	5		ŝ	-	7.5%	ŝ	۰ <b>.</b>
Special Services Allowance - Christian Wheeler	Subconsultant	s	s -	5 -	s -	s	5 -	5 -	5 -	5.	\$ - S		5 -	s -		Ś		7.5%	ŝ	
Special Services Allowance	Subconsultant	5 - 1	5.	ŝ -	5 -	5 - 5	5	ŝ -	s -	\$ .	5 - 5		s . ·	s .		ŝ		7.5%	ŝ	-
Special Services Allowance - IEM (Belhat)	Subconsultant	\$ 250.00	\$ 250.00	\$ 250 00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	s 250 00	\$ 3,000.00		š	3.000.00	7.5%	š	3.225
Special Services Allowance - EMA	Subconsultant	\$ -	\$ .	\$ .	5 -	5 - 5	- ·	s -	5 -		5 - 5		s -	\$ -		ŝ	0,000.00	7.5%	\$	
CH2M HILL Service Center	\$5.50/office hour	r 18	. 18	18	- 38	18	- 18	18	18	26	18	1B	- 34	260 \$	5 50	ŝ	1,430.00		š	1,430
Other Direct Cost		\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	598.33	\$ 598.33	\$ 7,179.96		ŝ	7,179.96	5.0%	Ś	7,539
Regular Field Hours				-									• •	4,083						
Regular Office Hours														260						
OT Field Hours														23						
Total Hours														4,366						
Total mours														4,300						

Total Dollars

EXHIBIT 8-3 CH2M HitL Construction Management Alverado WTP: Third Amendment

SCHEDULES SD 17

Field Labor

653,281

\$

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CHI2MPOLL

CH2M HILL Inc. Exhibit "B-V" Core Estimate

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Page 3 of 3 2.4 gpm

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#### Cost Estimate for SD 17

EXHIBIT 8-3 CH2M H8.L Construction Menagement Alvarado WTP: Third Amendment

Alvarado WTP; Third Amendment		<b></b>								EXH	1817 "B"- 1	OST ESTI	MATE							
SCHEDULES		Calendar Yo	ar 2010 (a) ->	1	+ white	BY 240-652	12/24/24		2545 a 27	enter intere	48. je 24. je	101.211		Siger Kalasia	5.2444	N.S. 1994C	August C.L		86.37 A-2014	E. C. LANGE
SD 17		Hours	47.17 M	al territ	in the state	TO END	(SECTO	119	11.11.11		11:13	1202	计控制	Subtotal	Raw Rate	Mustiplier e C	ost traints	Profit - yet	Biting Rale	I otal Price :
		1.00	Second Second	1 3 6	3.44	2	法分离日期	<b>DELET</b>	Sector	1.8.1 元	5.74	1397214		<b>推制。</b> 第二	332.5	<b>治生</b> 品	影响之为	対応により	2.42	AKR COLCEPT
Field Labor		the lan-	CENTER	274 M8/1131	Sin Apr So	a te Mary 20	s Jun 1	e ca Jul A	AUG 4	- 14 Sep 51	Sec Det	NOV:	s∉r≤ Dec	Subtotal	2010	<u>⊴</u> ⇒: 2010[≌	····· 2010	2010	2010	244144.20
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	8	8	0	0	0	D	0	0	0	0	D	c	) 16	73 37	2 37 1	2,782	11.0%	193 03	3.0
Associate Engineer/Resident Engineer	CH2M HILL	160	160	96	õ	ő	ŏ	õ	Ď	ő	ŏ	, o	ò			2 37 5		11.0%	172.06	
Field/Office Engineer	CH2M HILL	32	32	38	35	ő	Ď	ō	0	0	ő	ň	Č		44.14	2.37		11.0%	116.11	
Civ /Str. Inspector I	CH2M HILL	0	ō	ñ	õ	ō	ō	a a	ō	õ	0	õ			45 50	2.37		110%	119.70	
Civ/Str. Inspector II	CH2M HILL	õ	ŏ	ň	ň	ŏ	õ	ñ	ő	ň	ŏ	อ้	, ,		45 50	2.37		11.0%	119 70	
Civi/CWI Inspector	CH2M HILL	6	ō	ō	ň	ő	ò	ŏ	ō	ů	0	ň	Č		45.50	2.37 1		11 0%	119 70	
Mechanical Inspector	CH2M HILL	• 40	80	ō	Ő	ŏ	ō	ō	0	ō	ō	å	č	120	45 50	2.37		11.0%	119 70	
In-plant inspections	CH2M HILL	0	0	ñ	ň	ō	ò	ň	ò	ĥ	Ď	ā	ō	0 10	45 50	2.37		11.0%	119.70	
Electrical/I&C Inspector	CH2M HILL	20	20	ō	õ	ō	ō	ō	Ö	ā	0	ā		40	44.57	2.37		11.0%	117 25	
Civ/Str Insp. I QT 2.5% - Rale is 1.5x regular Rale	CH2M HILL	0	0	ō	ō	ō	Ō	ŏ	å	ō	e	ā	c c		68.25	2.37		11.0%	179 54	
Civ/Str Insp. (I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	Ō	ŏ	õ	ō	ō	ō	ō	ō	ō	ō	ō	Ċ	i o	68 25	2.37 \$		11.0%	179 54	<u> </u>
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	Ō	ō.	ō	0	ō	D	0	c c	Ō	0	ā	Ċ	) 0	68.25	2.37	-	11.0%	179 54	Ś.
Mach Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	ĩ	z	ŏ	ō	ŏ	Ō	ō	č	ō	ŏ	ő	Č	. 3		2 37		11.0%	179 54	
In-Plant Insp. Of 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	Ó	ė	0	0	0	0	0	0	C	) 0	65,63	2.37 \$	-	11.0%	172 64	s -
Elec/I&C Insp. O I 2.5% - Rale is 1.5x regular Rale	CH2M HILL	1	1	0	0	0	0	- 0	0	Ó	0	0	0	) 2	66.86	2.37	317	11.0%	175.88	35
Document Control/Office Administrator	Sub IEM	32	32	36	36	0	0	0	0	0	0	0	C	138	32,55	2.37 \$	10,646	11.0%	85 63	<b>i</b> 11,81
In-Plant Inspector	Sub On-Sile	0	Û	Û	0	0	0	0	0	0	0	0	0	) 0	46.96	2.37 \$	-	110%	123.54	s -
Civ./Sir, Inspector	Sub Lawhart	0	Q	0	0	0	0	0	Ø	0	0	0	0	) 0	51.67	2.37 \$	-	110%	135 §I4	5-
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	C	) 0	53.74	2.37 \$	i -	11.0%	141,37	<b>s</b> -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	U	0	0	0	0	0	0	, 0	0	0	0		77.51	2.37 \$		110%	203.90	
CWI Insp. O1 2.5% - Rate is 1.5x regular rati	Sub Lawhari	0	0	0	0	e	Q	0	0	0	Ç	0	. 0	) O	80.61	2.37 \$	-	11.0%	212.05	s -
Office Labor																				
Principal	CH2M HILL	8	. 8	8	8	0	. 0	0	υ,	0	0	0	0			2.4955		110%	207.41	
Technical Support	CH2M HILL	4	4	4	4	0	0	0	0	0	0	0	C			2.4955 \$		110%	199.01	
Safety Specialist	CH2M HILL	2	2	2	2	0	D	0	0	0	0	0	C		58.73	2.4955		110%	162 69	
Startup Assistance	CH2M HILL	0	0	40	8	a	0	0	U	0	0	0	C	1 48		2.4955		11.0%	177,77	
Office Administration	CH2M HILL	. 4	4	4	4	0	0	0	0	0	0	0	0	16	29,79	2.4955		11.0%	82.53	1,32
Other Services Allowance		5 -	<u>s - s</u>	- 5	- 5	- 5	- 5	- 1	s -	s - s	-	s -	S -	\$ -		2.4955	i -	11.0%		5.
Other Expenses																				
EOCP Services - Winslead	Subconsultant	\$ -	\$ - <b>5</b>	- 5	- \$	- 5	- 5	- 1	5	s s	-	3 -	\$	s -		3	; -	7.5%		<b>s</b> –
Special Services Allowanca - Kleinfelder	Subconsultant	\$ -	\$ - 5	- 5	- 5	- \$	- \$	- 1	5 -	s.s	-	3 -	5 -	<b>\$</b> -		1	; -	7.5%		s -
Partnering Services	Subconsultani	\$ -	s - s	- \$	- S	- 5	- 5	- 1	5.	s.s		3 -	5 -	S -		1		7.5%		s -
Special Services Allowance	Subconsultant	<b>S</b> -	5 - 5	- 5	- 5	- 5	- 5	- 1	ş -	s.s	-	ş -	\$ -	\$ -		1	i -	7.5%		<b>s</b> -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	s - s	- 5	- S	- \$	- 5	- 1	s.	s - s	-	5 -	\$ -	\$ -		5	-	7.5%		<b>s</b> -
Special Services Allowance	Subconsultant	<b>s</b> -	\$ - \$	- 5	- 5	- \$	- 5	• 1	5 .	s - s	•	s -	5.	\$ -		1	-	7.5%		<b>\$</b> –
Special Services Allowance - IEM (Beihal)	Succonsultant	-	s - s	- 5	- 5	- 5	- 5	- 1	5 -	s - s	-	3 -	S -	<b>S</b> -		3	-	7.5%		s -
Special Services Allowance - EMA	Subconsultant		s - s	- 5	· . \$	- \$	- 5	- 1	s	s - s	-	•	s -	s -		1	•	7.5%		<b>s</b> –
CH2M HILL Service Center	\$5.50/office hou		18	58	26	0	0	0	_ °	. 0	0	. 0	_ (	120,00	5.50					66
Other Direct Cost		\$ 598.33	\$ 598.33 \$	598.33 \$	598.33 <b>S</b>	- 5	• \$	<u> </u>	<u> </u>	<u>s - s</u>		3 -	<u>s -</u>	\$ 2,393.32	<u> </u>		Z,393	5.0%		2,51
Regular Field Hours														867						
Regular Office Hours														120			•			
OT Field Hours														5						
Total Hours														992						
Total Dollara																				\$ 148,49
			•																	
			•													•				
																•				

CHENOW,

CH2M HDLL, Inc. Exhibit 18-31 Cast Exhibits

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Page 4 of 5 2.6/3000

#### **ЕХНІВІТ В-3**

## Cost Estimate for SD 17

EXHIBIT 8-3 CH2M HILL Construction Management Avarado WTP: Third Amendment

Avarado WTP: Third Amendment																					
										EXHIBIT "B											
SCHEDULES		Calendar Yr	يخرد 2011 ner	1.1111111	es de loc la fil	المستحض بالمبدرة ال	Section.	S. States St.	14:360-511	A sale office	N 186	متلاط إراف	Real Straight	1. 8.8.1	17. 15 12.1	2015-042					
SD 17		Hours		*Sittle Facility		1000月3月1月	and the second	536	431C53		马克 医二角	14.5744	经 图 正	F = P	Raw Rate	Multipliers	Coet ( A	Profit 9-45	Billing R	ntel Totu	Price 7
		封设书馆	Service Services	servi Facilit Chi fili di Maria	的影响的影	受害的罪犯	动物中的	操作机	際語	的运动	予え	ganes.	$m_{1} \in \mathbb{R}$	学科学	臺灣語	201	(法)()	1. 资源学会	目的翻译	· 新	
Field Labor		Let 196 Jan	casa in Feb II	v.26¥ Mar,23.	Apr Apr	Mayıx	ចកដាមានដែល	ss dul diss	AUDAL	o dep	V.00344	1-a- NOV	i⊷ ≑ Dec -	PRDICIPAL	2011	2011		11111220	11日第2	ણ 1 કેસમ	2011
Senior Project Manager/Construction Manager/St, Engineer	CH2M HILL													0	75 80	2.37	s -	11.0	w 100	40 \$	
Associate Engineer/Resident Engineer	GH2M HILL													a	67.56	2.37		110		.74 \$	
Field/Office Engineer	CH2M HILL													0	45 59	2.37		11.0		.94 S	• •
Civ./Sir, Inspactor I	CH2M HILL													0	47 00	2.37		11.0		165 \$	•
Civ./Sir. inspector 1	CH2M HILL													ň	47 00	2.37		11.0		65 \$	
Civil/CWI Inspector	CH2M HILL													0	47.00	2.37		11.0		65 \$	
Machanical Inspector	CH2M HILL													0	47.00	2.37		110		65 \$	-
In-olant inspections	CH2M HILL														47 00	2.37		110		65 \$	
Electrical/I&C Inspector	CH2M HILL													0	45.04	2.37		11.0		.12 \$	-
Civ/Str Insp. I OT 2.5% - Rate is 1.5× regular Rate	CH2M HILL													. 0	70 50	2.37		11.0		47 \$	
Civ/Str Insp. 1 O1 2.5% - Rate is 1.5x regular Rate	CH2M HILL													. U D	70 50	2.37		11.0		47 5	-
CiviCWI Insp. 101 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70 50	2.37		11.0		47 5	-
Mech Insp. 01 2,5% - Rate is 1.5x regular Rate	CH2M HILL													0	70 50	2.37		11.0		47 5	
In-Plant Insp. 01 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	67,79	2.37		110		34 \$	•
Elec/18C Insp. 01 2.5% - Rate is 1.5x regular Rate	CH2M HILL													ő	69.06	2.37		\$1.0		.68 \$	
Document Control/Office Administrator	Sub IEM												•	ő	33 63	2.37		11.0		46 \$	•
In-Plant Inspector	Sub On-Site													ŏ	48.51	2 37				62 \$	
Civ/Str. Inspector	Sub Lawhart										•			o o	53 38	2.37				42 5	
CWI Inspector	Sub Lawhart													ŏ	55 51	2.37		11.0		.03 \$	-
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													ŏ	80 07	2.37		110		63 \$	- <u>-</u> -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhari													ŏ	83.27	2.37		11.0		05 \$	
Office Labor	000 0000			·····									<u> </u>								<u> </u>
Procipal	CH2M HILL													0	77.35	2 4955	s -	11.0	× 214	.25 \$	
Technical Support	CH2M HILL													ŏ	74 51	2 4955		11.0		41.5	-
Safety Specialist	CH2M HILL													ō	60 67	2 4955		11.0		06 5	
Startup Assistance	CH2M HILL					•								ō	66 29	2 4955		11.0		.53 \$	
Office Administration	CH2M HILL													ō	30,78	2.4955		11.0		25 \$	
Other Services Allowance														<b>i</b> - Ĭ	30.70	2.4955		11.0		ŝ	•
Other Expenses												<u> </u>				2.4333	<u> </u>	11.9	/8	,	<u> </u>
EOCP Services - Winstead	Subconsultant													5 -			s -	7.5	a,		
Special Services Allowance - Kleinfelder	Subconsultant			•													s -	7.5			-
Partnering Services	Subconsultant																s -	7.5			
Special Services Allowance	Subconsultant																έ. Ξ	7.5			
Special Services Allowance - Christian Wheeler	Subconsultant		•														1 1	7.5		:	•
Special Services Allowance	Subconsultani																\$ .	7.5		:	
Special Services Allowance - IEM (Beihat)	Subconsultant																	7.5			
Special Services Allowance - EMA	Subconsultant																<b>.</b> .	7.5			
CH2M HILL Service Center	\$5.50/office hou	ur O	n	a	0	o	0	0	0	0 <sup>.</sup>	Ô	0	0	· · ·	5.50		s -	1.2	~	÷	
Other Direct Cosl			-	-	-	•	•	•		•	-	•		s			5 -	5.0	%	ŝ	-
Regular Field Hours																					
Regular Office Hours														0							
OF Field Hours														0							
Total Hours														~							
Total Dollars														•							
																				•	-

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C112NFRITLE, Inc. Exhibit "D-3" Cast Estimate

#### Cost Estimate for SD 17

EXHIBIT B-3 CH2M HILL Construction Management Absorbed WITB: Third Amagement

Alvarado WTP; Third Amendment																						
											"B"+ COST											
SCHEDULES															بالشهارة والإي	146-15-15-16-19-19-19-19-19-19-19-19-19-19-19-19-19-	1.1	Stand Sec.	1.44 - AL &	4-20-52	Total Project 225	
SD 17		Hount	: Taciette	1. A 1 1 4	東語語		1755			13125	司法和非	计学派官	SUM	1993 P	w Rate N	Ultiplier Co	12.14	Profit Table B	ding Rate Tr	kal Price ::		nce Angel
		Houni	19	10.326.	10 X 72 D	도구민준아	Riv Citerat	1.1		<b>新闻</b> 书》。	· · · · · · · · · · · · · · · · · · ·	11-12-14	age Darp	F 🕾 🕻	20.2	(中学)	347 6	5	Hing Rate To Carshi 1 191 2012			記録部
Field Labor		A VE Ian A	e Fenter	R Mar 23	AD: AD:	MEYAS	SO JUN SHE	نير <b>ايا</b> در ا	ALL ADG	Sep		Nov Cases	+ Dec Sut	sloisi 🖓	<u>କ 2012</u> [ୁ	2012	2012	2012	-18 + 2012]	e	ومرادة منعوم معاور فعبة	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Senior Project Manager/Construction Manager/Sr. Engineer														Đ	78 30			110%	205 98 \$		345 \$	64,263
Associate Engineer/Resident Engineer	CH2M HILL													0	59.79	2.37 \$ 2.37 \$		110%	183 60 5	-	2.388 \$	
Field/Office Engineer	CH2M HILL													ő	47,10	2.37 \$		11.0%	123 90 \$	-	628 \$	
Civ/Str. Inspector I	CH2M HILL													ő	48 55	2.37 \$		11.0%	127,73		0 5	
Civ/Sir, inspector II	CH2M HILL													ŏ	48 55	2.37 \$		110%	127.73 \$	-	0 5	
Civil/CWI Inspector	CH2M HILL													ō	48 55	2.37 \$		110%	127.73 \$	-	0 5	
Machanical Inspector	CH2M HILL													ō	48 55	Z.37 \$		11.0%	127.73		334 \$	
In-plant inspections	CH2M HILL													ō	48 55	2.37 \$		110%	127,73 \$	-	0 5	
Electrical/I&C Inspector	CH2M HILL													0	47.56	2.37 \$		110%	125 12 \$	-	220 \$	25,121
Civ/Str Insp   OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72 83	2.37 \$		11.0%	191.59 \$	-	0 5	
Civ/Sir Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72 83	2.37 \$	-	11.0%	191.59 \$	•	0 \$	<b>s</b> -
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL													0	72 83	2.37 \$	•	110%	191,59 \$	-	0 5	ş -
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL										•			0	72 83	2.37 \$	-	11.0%	191.59 \$	-	8 \$	1,408
In-Plant Insp. OT 2.5% - Rale is 1.5× regular Rate	CH2M HILL													0	70.03	2.37 \$	-	110%	184 23 \$	-	0 \$	ş -
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL								•					0	71.34	2.37 5	-	11.0%	187 68 \$	-	7 \$	\$ 1,203
Document Control/Office Administrator	Sub IEM													ø	34.74	2.37 \$	•	11.0%	91.38 \$	-	754 \$	
In-Plant Inspector	Sub On-Sile													O	50.11	2.37 \$		11.0%	131.83 \$	-	248 \$	
Civ_/Str. Inspector	Sub Lawhart													Û	55 14	2.37 \$		11.0%	145 06 \$	-	· 520 \$	
CWI Inspector	Sub Lawhart													0	57.34	237 \$		110%	150 85 \$		01	
Civ/Str Insp. OT 2.5% - Rate Is 1.5× regular rate	Sub Lawhart												•	Ð	82.71	2.37 \$		110%	217.58 \$		17 \$	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	86.01	2.37 \$		11.0%	226.28	•	0 \$	<u> </u>
Office Labor												:						-				
Principal	CH2M HILL				•								•	0	79 90	2.4955 \$		110%	221.33 \$		144 \$	
Technical Support Safety Specialist	CH2M HRL													0	76 97	2.4955 \$		110%	213 22 \$	. *	114 \$	
Startup Assistance	CH2M HILL CH2M HILL													0	: 62.67 68.48	2.4955 \$		110%	173 60 \$	: :	36 S 72 S	
Office Administration	CH2M HILL													ŏ	31,79	2 4955 \$		110%	88.07 \$		72 5	
Other Services Allowance	GRZM TILL												5		·	2,4955 \$		11.0%	60.07 ¥		12	
Other Expenses											·	<u> </u>	- 1			2.4900 \$	•	11.076	,	<u> </u>		<u> </u>
EOCP Services - Winstead	Subconsultant														~	\$		7.5%			,	e _
Special Services Alkwance - Kisinfelder	Subconsultant								•								•	7.5%				2,588
Partnering Services	Subconsultant												ŝ				-	7.5%		-		1 -
Special Services Allowance	Subconsultant											•	š				-	7.5%	, i	-		<b>i</b> -
Special Services Allowance - Christian Wheeler	Subconsultant												ŝ	+		ŝ	-	7.5%	š		ŝ	<b>i</b> -
Special Services Allowance	Subconsultani												5	-		Ś		7.5%	5	-		\$ ·-
Special Services Allowance - IEM (Beinal)	Subconsultant												5	-		\$	-	7.5%	5	-	5	\$ 3,763
Special Services Allowance - EMA	Subconsultant												5	•		\$	-	7.5%	5	· -	5	s -
CH2M HILL Service Center	\$5.50/office hou	r 0	0	Ð	0	0	0	0	0	0	0	C	0	0	5 50	5	- •		\$	-	438 \$	.,
Other Direct Cost													\$	-		5	•	5.0%	. \$	-	\$	<u>11,937</u>
Regular Field Hours														0							5,438	
Regular Office Hours														-							438	
OT Field Hours														ά.							32	
Total Hours														Q							5,908	
Total Dollars																•			\$	-		\$ 869,607
								• •														

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Page 5 of 5 . 1.6 2009

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#### CHENTHEL, Inc. Colorist 78-17 Cost Estimate

## 000147

#### **EXHIBIT C-3**

#### FEE SCHEDULE

#### I. Labor Rates.

- A. Base Labor rate shall be Consultant's actual labor rate for individuals listed on attached Schedule C-3.1
- B. Consultant's Office Multiplier on Base Labor Rate is 2.77.
- C. Consultant's Field Multiplier on Base Labor Rate is 2.63.
- D. Labor Billing Rate equals Base Labor Rate Times appropriate Multiplier. The Consultant shall apply the Field Multiplier to the personnel spending the majority of their time supporting this Agreement at the Alvarado Water Treatment Plant construction site. These personnel are identified in Schedule C-3.1.

#### II. Other Direct Costs (excluding Subcontractors).

- A. Other Direct Costs (ODC) are Consultant's actual costs for the items listed in attached Schedule C-3.2.
- B. Consultant's Markup on Other Direct Costs is 5.0% of actual cost.
- C. ODC Billing Rate equals ODC plus Markup.

#### **III.** Subcontractors.

- A. Subconsultant Costs are actual costs paid to Subcontractors by Consultant.
- B. Consultant's Markup on Subconsultant Cost is 7.5% of actual cost.
- C. Consultant Billing Rate equals Subconsultant Cost plus Markup.

#### IV. Direct Pass Through Costs.

Α.

Consultants costs are as identified on attached Schedule C-3.3 and will have zero Markup.

Mutiplier Charter	Raw	Multi (	11.2 Ju 1126 Profit	Eff Multi
CH2M HILL Office Multiplier	1	2.4955	1.11	2.77
CH2M HILL Field Multiplier	1	2.37	1.11	2.63 ·

- End of Fee Schedule -

## EXHIBIT C-3

## SCHEDULES

C-3.1 Schedule of Labor Rates

Individual 👘	Rate
See Attached Exhibit C-3.1	
	-

245 6	ication	Rate
		, _, _,
	·	

## · C-3.2 Schedule of Other Direct Costs

Expe	nse Listing
See Exhibit C-3.2	
· · · · · · · · · · · · · · · · · · ·	

	20.0001-0.11	Expense Listi	ng	
	·. · ·			
			· · · · · · · · · · · · · · · · · · ·	
· · · · ·		<u> </u>		
	<u></u>			

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## C-3.3 Schedule of Direct Pass Through Costs

e e e e e e e e e e e e e e e e e e e	xpense Listing
See Exhibit C-3.3	
-	
·	

# Expense Listing

- End of Schedules -

CH2M HILL, Inc. Exhibit "C-3" Schedules Page 1 of 1 2/6/2008 000149

#### EXHIBIT C-3.1

#### SCHEDULE OF LABOR RATES

CH2M HILL Construction Management

#### Third Amendment Alvarado Water Treatment Plant Expansion

CH2M HILL Field Labor	Base Labor Rate	Classification	Hourly/Billing R	ate 🔬
Individual	S/hr (1)	Classification	M=2:63	國理理國
John David Harrison	\$ 68.76	Senior Project Manager/Construction Manager/Sr. Engineer	\$	180.89
SDO Senior Professional	\$ 61.29	Associate Engineer/Resident Engineer	s ·	161.24
SDO Junior Professional	\$ 41.36	Field/Office Engineer	\$	108.81
SDO Mid Professional	\$ 42.64	Civ./Str. Inspector I	S	112.17
SDO Mid Professional	\$ 63.96	Civ/Str Insp. I Overtime Rate is 1.5x regular Rate	\$	168.26
SDO Mid Professional	\$ . 42.64	Civ/Str. Inspector II	\$	112.17
SDO Mid Professional	\$ 63.96	Civ/Str Insp. II Overtime Rate is 1.5x regular Rate	\$	168.26
SDO Mid Professional	\$ 42.64	Civ/CWI Inspector	<u>s</u> .	112.17
SDO Mid Professional	\$ 63.96	Civ/CWI Insp. Overtime Rate is 1.5x regular Rate	\$	168.26
Doug Kelley	\$ 41.77	Electrical/I&C Inspector	\$	109.88
Doug Kelley	\$ 62.65	Elec/1&C Insp. Overtime Rate is 1.5x regular Rate	\$	164.82
SDO Mid Professional	\$ 42.64	In-plant inspections	\$	112.17
SDO Mid Professional	<b>\$</b> 61.50	In-Plant Insp. Overtime Rate is 1.5x regular Rate	5	161.79
SDO Mid Professional	\$ 42.64	Mechanical Inspector	s	112.17
SDO Mid Professional	\$ 63.96	Mech Insp. Overtime Rate is 1.5x regular Rate	\$	168.26
CH2M HILL Office Labor	Base Labor Rate	Classification	Hourly Billing R	ate
Individual	\$/hr.(1). 5.4. 3.	Classification - 2	M=2.77	同時國
Randall J. Hartman	\$ 70.17	Principal	5	194.37
SDO Senior Technician	\$ 67.60	Technical Support	S	187.25
SDO Senior Professional	\$ 55.04	Safety Specialist	\$	152.46
SDO Senior Professional	\$ 60.14	Startup Assistance	\$	166.59
Leanne Taylor	\$ 27.92	Office Administration/Contracts/Procurement	\$	77.34
Dena Molsee	\$ 17.43	Senior Admin/Accounting	s	48.28

Notes:

<sup>1</sup> Composite Rates above are averages for each classification of Consultant's employees. Base Labor Rate adjustments on the annual anniversary dates of this Agreement can be requested by Consultant subject to City approval. The amount of each adjustment shall not exceed the CPI-All Urban Consumers Index for the San Diego Area for the previous 12 months.

2 Office billing rate capped at \$220.00 per hour for life of contract.

3 These multipliers include Subconsultant's profit.

<sup>4</sup> This is a billing rate schedule for January 1, 2008 through December 31, 2008.

- End of Labor Rates -

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#### **EXHIBIT C-3.2**

#### SCHEDULE OF OTHER DIRECT COSTS

CH2M HILL Construction Management

Third Amendment

Alvarado Water Treatment Plant Expansion

CH2M HILL Field Office	Duration <sup>(1)</sup>	Quantity	Unit	Un	it Cost	Ex	bense:					
Office Trailers, Furniture			By City			_						
Trash Services			By City									
Telephone Service			By City									
Internet Access	By City											
Fax	By City											
Copy Machine	By City											
Computers			By City									
Printer			By City									
Office Machine Maintenance			By City									
Electricity			By City									
Security Services			By City									
Bldg. Maintenance Services	By City											
Pest Control	30	1	Months	\$	50	\$	1,500					
Communications		sus en sus estas		international Frank	LANE AVE							
Cell Phones/Radios and Service	30	1	Months	\$	750	\$	22,500					
Transportation						ar n						
Travel for Specialists	30	1 1	Months	\$	125	\$	3,750					
Travel for Safety Person	30	1	Months	\$	45	\$	1,350					
Expenses						N.						
Office Supplies	30	1	Months	\$	250	\$	7.500					
Cleaning Service	30	1	Months	\$	250	\$	7,500					
Postage/Fed Ex	30	1	Months	\$	50	\$	1,500					
Service Center Costs <sup>(2)</sup>	30	1	Months	\$	802	\$	24,057					
Contingency (Field)	30	1	Months	\$	200	\$	6,000					
Contingency (Office)	30	1 1	Months	\$	75	\$	2,250					
Total Other Direct Expenses						\$	77,907					
Total with Other Direct Expense 5% N	1arkup					\$	80,599					

Notes:

1 Quantities shown based upon number of items included in estimate. (i.e expenses for 30 months)

2 Service Center Costs are at actual cost

- End of Other Direct Costs -

#### **EXHIBIT C-3.3**

#### SCHEDULE OF DIRECT PASS THROUGH COSTS

#### CH2M HILL Construction Management

Third Amendment

Alvarado Water Treatment Plant Expansion

Expense Listing	Additional Comments
Service Center Surcharge - Including Communications,	Not to exceed \$5.50 per office labor hour
Computers and reproduction costs.	
Health and Safety	Included in Service Center Surcharge as of July 2005
Auto Mileage	2007 = 0.485; 2008 = 0.485 (until Federal figure is released)

- End of Direct Pass Through Costs -

CH2M HILL, Inc. Exhibit "C-3.3" Schedule of Direct Pass Through Costs Page 1 of 1 2/6/2008

#### Time Schedule for Phase IV Ozone

EXHIBIT D-3 CH2M HILL Construction Management Avarach WTP: Third Amendment

							EXHIBIT "D"	TIME SCHED	ULE					
SCHEDULES		Calendar.Year 2	2005 :::::::::::::::::::::::::::::::::::	网络布尔斯马马		Station P	Sector Line	·公司副後224月1日						
Phase IV Ozone		Hourn y salara A Salara A Salara	2.50 图 72	<b>六</b> 包持(福	1.14 3.2.14		(1911年13) (大学)(191		Aug	C ILL Sep	Carlor Do	L. Nov	s Dec	Subtota
ield Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	80	168	168	176	176	168	176	168	176	184	114	132	1,88
Associate Engineer/Resident Engineer	CH2M HILL	0	. 0	0	176	176	168	. 176	168	176	184	152	176	1,55
ield/Office Engineer	CH2M HILL	D	0	0	0	176	168	176	168	176	184	114	132	1,29
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Civ./Str. Inspector II	CH2M HILL	0	0	168	176	176	160	176	168	176	0	0	0	1,20
Civi/CWI Inspector	CH2M HILL	.0	0	168	176	176	168	176 0	168 D	176 D	184	152	176	1,72
Aechanical Inspector	CH2M HILL	0	0	· 0	0	0	0		0	-	184	152	176	51
n-plant inspections	CH2M HILL	0	0	0	. 176	176	168	178		0 176	0	0	0	69
Dectrica/I&C Inspector	CH2M HILL	•	0	•	176	176	168	176	168		184	152	176	1,55
Iv/Strinsp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	C .	• 0	0	0 ' 4	0	0 4	0	0	0	0	
Civ/Strinsp IIOT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	D	4	1	4	2	4	4		5	4		4
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	0	4 0	5	5 0	4	0	4	0	4	4	4	4
Nech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		-		-	-	-	4	0	0	-	0	U 0	1
n-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	4	4	5	4	5	5	0 5	3	5	4
Bepf&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0		-	5	-	176		176			5 68	
Occument Control/Office Administrator	Sub IEM	80	168	168	176	176	168 0	1/6	168 0	1/6	164	76	176	1.80
Ziv./Str. Inspector	Sub Lawhart	0	0	0	0	0	•	0		0	184	152	1/6	51
CWI Inspector	Sub Lewhart	• 0	0	0	0	0	0	•	0	ŏ	0	0	4	
CiviSit Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	0	0	0	0	0	0	5	4		1
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhart	0	0	0	0	0	<u> </u>	U			0	Ų	Q	
Difice Labor		10	10											
Principal	CH2M HILL	40	40	40	40	16	16	15	16	16	16	14	14	28
echnical Support	CH2M HILL	0	40	80	80	40	10	10	20	10	10	20	10	33
Safety Specialist	CH2M HILL	0	0	16	16	8	4	4	4	4	4	4	4	6
Startup Asaustance	CH2M HILL	0	0	0	0	0	O	0	0	0	40	0	0	4
Difice Administration	CH2M HILL	48	48	48	48	48	48	48	48	48	48	44	44	56
Other Services Allowance														
Other Expenses	<u>.</u>													
OCP Services - Winstead	Subconsultant													
Special Services Allowance - Kleintelder	Subconsultant													
enteering Services	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant	•												
pecial Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant											••		
CH2M HILL, Service Center	\$5.50/office hou	/ 88	126	184	164	112	78	78	88	78	118	82	72	1,29
Diher Direct Cost		·····												
Regular Fletd Hours									•					12,736
Regular Office Hours														1,290
DT Field Hours														156
fotal Hours														14,182
							•							

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CD2NTIBLE, Inc. Exhibit "O. U" Time Schedule

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#### Time Schedule for Phase IV Ozone

EXHIBIT D-3 CH2M HiLL Construction Management Alvarado WTP: Third Amendment

		EXHIBIT D - TIME SCHEDULE Calendar Year 2005, http://actives.gov/actives/activ													
SCHEDULES												S. 199 S. 199 A.	san webe	3	ملاحقتها فبالمرت
Phase IV Ozone ,		Hours	Jan	Feb.	Mar State		May	1 of or its	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Aug	Sep	a Carlo Soa			
Field Labor															
Senior Project Manager/Construction Manager/Sr, Engineer	CH2M HILL		126	80	88	85	64	88	88	84	116	116	60	68	1,126
Associate Engineer/Resident Engineer	CH2M HILL		168	160	176	176	168	176	176	168	175	176	160	176	2,056
Field/Office Engineer	CH2M HILL		116	48	52	52	50	52	52	50	52	52	48	52	676
Civ./Str. inspector I	CH2M HILL		Ð	0	0	Q	0	0	0	0	0	0	0	0	0
Civ./Str. Inspector II	CH2M HILL		Ð	0	0	0	0	0	0	0	. 0	Û	O	0	0
Civil/CWI Inspector	CH2M HILL		168	160	176	176	168	176	176	168	176	176	160	176	2,056
Mechanical Inspector	CH2M HILL		168	120	132	132	126	132	132	126	66	88	60	88	1,410
In-plant inspections	CH2M HILL		o	0	٥	0	0	0	0	0	0	Đ	0	· 0	C
Electrical/I&C Inspector	CH2M HILL		168	152	168	168	160	160	116	102	108	108	100	108	1,618
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	0	0	0	0	0	0	0	0	o	0	0	c
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	D	D	0	0	0	0	0	0	D	0	0	c
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	i.	4	4	4	4	3	4	4	4	3	з,	3	3	43
Mech insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		4	4	4	4	4	4	з	з	3	3	3	3	42
In-Ptant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		0	0	0	¢	0	0	0	0	0.	0	0	0	, 0
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL		5	з	4	4	4	4	4	3	3	3	3	3	· 43
Document Control/Office Administrator	Sub IEM		84	48	52	52	50	52	52	50	52	52	48	52	644
Civ./Str. Inspector	Sub Lawhert	•	168	160	176	176	42	44	44	42	. 44	44	40	44	1,024
CWI Inspector	Sub Lawhart	2	0	0	0	0	0	G	0	0	0	0	°.	0	
Civ/Str insp. DT 2,5% - Rate is 1.5x regular rate	Sub Lawhait		4	4	4	4	1	1	1	ĩ	1	1	1	1	24
CWI Insp. OT 2.5% + Rate is 1.5x regular rate	Sub Lawhart		0	o	n	D	0	Ó	0	0	0	0	0	0	0
Office Labor										•		•	+	_	
Principal	CH2M HILL		16	16	16	16	16	16	16	16	16	16	16	16	192
Technical Support	CH2M HILL		40	10	20	10	10	10	10	10	10	10	10	10	160
Safety Specialist	CH2M HILL		4	4	4	4		4	4			Å	4	4	45
Startup Assistance	CH2M HILL		ō	40	ů.	n	à	ň	40	ö	ò	0	. 0	80	160
Office Administration	CH2M HILL		44	44	28	28	28	28	28	28	28	28	28	· 28	368
Other Services Allowance	GIAZIWITELL				20	20	20	20	20	20		20	10	**	000
Other Expenses															
EOCP Services - Winstead	Subconsultant														
Special Services Allowance - Kleinfalder	Subconsultant														
Partnering Services	Subconsultant														
Special Services Allowance	Subconsultant												•		
Special Services Allowance - Christian Wheeler	Subconsultant														
Special Services Allowance	Subconsultant														
Special Services Allowance - IEM (Bejfust)	Subconsultant							•							
Special Services Allowance - EMA	Subconsultant						-								•
CH2M HILL Service Center Other Direct Cost	\$5.50/office hour		104	1 14	68	58	58	58	98	58	58	58	58	138	928
Regular Field Hourn														• •	10.610
Regular Office Hours					ć										926
OT Field Hours															
UT Fjeld Hours Total Hours															152
I OLEI MOURE															11,690

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#### Time Schedule for Phase IV Ozone

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Construction Management Alvarado WTP: Third Amendment		-												
4		r				EX	CHIBIT "D"- 1	IME SCHE	DULE					
SCHEDULES		Calendar, Year 2	010	AS MALES	27. (D-4.) Alex	ياد بالملاك والله	- 1		Contraction of the	1. C. S.	1	W. Bernet	9.017	18-12
Phase IV Ozone		Hours	SELUTA OF	in data da	a franklig	1 BOAK	(4) 日本の記載	HAR AND	A. C. S. S. S. S.	\$P\$1.20	Sec. 23. 5	1010947 844	s (67 - 77	0254
		K MOTOR	对管门			Hwaters	1	5 6 T 1 1						
Field Labor		Bernik Jan ala	ena el Feb alp	GM-MBf-77	S Apr -	чтэн Млу Али	Cashing a)	CALUDINAS	era' Aug their	Sep Kor	< 0d - 27	SCINDVAL-	ADBC	- SUDIDLAL
Senior Project Manager/Construction Manager/Sr, Engineer	CH2M HILL	88	88	192	0	o	0	a	n	0.	٥	0	٥	368
Associate Engineer/Resident Engineer	CH2M HILL	160	180	-192	176	ō	0	Ď	Ď	D	0	0	۰ō	688
Field/Office Engineer	CH2M HILL	48	48	58	52	ō	Ō	Ð	Ó	Ō	ō	0	Ő	206
Civ/Str, Inspector I	CH2M HILL	0	o	o	0	0	Ð	0	0	0	o	0	Ð	0
Civ./Str. Inspector II	CH2M HILL	D	D	0	0	0	0	Ō	0	0	0	ò	D	0
Civ#CWI Inspector	CH2M HILL	160	160	192	Ó	Ó	ò	Ó	0	0	0	0	0.	512
Mechanical Inspector	CHI2M HILL	40	0	0	0	0	Ð	0	0	0	0	0	0	40
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical/I&C (napeclor	CH2M HILL	100	28	80	0	0	0	0	0	0	0	0	0	208
Civ/Str Insp. 1 OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	e	0	0	C	σ	o	0	D	0	0	0
Civ/Str Insp 11 OT 2 5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	4	5	7	0	0	D	Q	0	0	0	0	0	16
Mech Insp. Of 2.5% - Rate is 1.5x regular Rate	CH2M HILL	4	0	0	0	0	o	0	0	O	0	0	0	- 4
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	D	٥	0	0	Ð	0	0	0
Elec/I&C insp. O1 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Document Control/Office Administrator	Sub IEM	48	48	58	52	50	52	0	0	0	0	0	0	308
Civ./Sir. Inspector	Sub Lewhert	40	0	0	ō	0	0	Ó	ō	ò	Ó	0	0	40
CWI Inspector	Sub Lawhert	0	0	0	0	٥	0	a	0	0	0	0	0	0
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhort	1	0	D	0	Ū	0	0	Ď	0	0	o	0	1
CWI Insp. O.F. 2.5% - Rate is 1.5x regular rate	Sub Lawton	0	Ó	0	ō	ō	ō	Ō	ō	ō	ō	C	Ó	0
Office Labor												_		• :
Principal	CH2M HILL	6	40	40	40	40	8	0	0	0	0	0	0	174
Technical Support	CH2M HILL	10	10	10	10	0 i	õ	Ď	ŏ	ō	õ	ό.	Ō	40
Safety Specialist	CH2M HILL	4	4	ō	0	ō	ō	D	ō	ō	ō	0	0	8
Startup Assistance	CH2M HILL	160	80	Ó	ò	ō	õ	Ó	ō	ò	0	ò	Ō	240
Office Administration	CH2M HILL	28	60	60	80	80	76	Ō	Ō	0	Ō	0	0	384
Other Services Allowance					-			-	-	-	-			
Other Expenses										-				
FOCP Services - Winstead	Subconsultant													
Special Services Allowance - Kleinfelder	Subconsultant											•		
Parinering Services	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant										•			
Special Services Allowance - IEM (Bajhet)	Subconsultant													
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5,50/office hour	208	194	110	130	120	- 84	0	0	0	0	0	D	846 00
Other Direct Cost			-					•	-	•	•	-	-	
Regular Field Hours Regular Office Hours DT Field Hours												<u> </u>		2,370 846 21
Total Hours														3,237
I VAR FILLI V														2,231

EXHIBIT 0-3 CH2M HILL

C H2AT JTEL\_ Lac. Exhibit "D-3" Time Schedule

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#### Time Schedule for Phase IV Ozone

EXHIBIT D-3							<u>Tin</u>	ne Sche	<u>:dule f</u>	<u>or Pha</u>	<u>se IV (</u>	<u>)zone</u>	1	
CH2M HILL														
Construction Management		•												
Alvarado WTP: Third Amendmen														
		r				ÊYI	ion for T	ME SCHEL	111E					
SCHEDULES		Celerudar.Year	5514.00 0.00	and the second second								Find Mithal Same	A Report No. In So.	Contract of
Phase IV Ozone		Hours	1.12	201 8 5	潮空中的	OC: NO	自己的利用	如何。我也以	1.12	E TASTA	1.1	11日4米-第	四年本	対語度
	•	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	a sub-life	19.46	10.00	A 160 (4.	Section 2		11.7	21 12 6	8 - I . 53	<b>产</b> 在13	J	1.1
		Hours A state	Feb	SZ Mar UK	a : Apr - han	May .	2 Jun of	at dui the	AUG INT	Sep -	Col She	Nove	Dec	ubtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0
Associate Engineer/Resident Engineer	CH2M HILL					~								C (
Field/Office Engineer	CH2M HILL													
Giv/Str. Inspector I	. CH2M HILL													0
Civ./Str. Inspector II	CH2M HILL													
Civil/CWI Inspector	CH2M HILL													
Mechanical Inspector	CH2M H6L													
In-plant inspections	CH2M HILL	•											•	0
Electrica/I&C Inspector	CH2M HILL													C
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rete	CH2M HILL													
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													(
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL									2				
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													. (
in-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													(
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													
Document Control/Office Administrator	Sub IEM													
Civ/Str. Inspector	Sub Lawhart													c
CWI Inspector	Sub Lewhart													6
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													
CWI losp, OT 2.5% + Rate is 1.5x regular rate	Sub Lawhari												•	Ì
Office Labor														
Principal	CH2M HILL													(
Technical Support	CH2M HILL													
														, i
Safety Specialist	CH2M HILL													
Startup Assistance	CH2M HILL	•												(
Office Administration	CH2M HILL													(
Other Services Allowance											÷-			
Other Expenses														
EOCP Services - Winstead	Subconsultant													
Special Services Allowance - Kleinfelder	Subconsultant													
Partnering Services	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - IEM (Bejhat)	Subconsultant									•				
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5.50/office hou	u 0	Ð	0	0	0	0	0	0	0	0	O	0	
Other Direct Cost														
Regular Field Hours														•
Regular Office Hours														~
OT Field Hours														Ň
Total Hours														Ň
( UGI NUU A														

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CH2M BHLL Inc. Echibit "D-V" Tunic Schedule

#### Time Schedule for Phase IV Ozone

EXHIBIT D-3							Ti	me Sch	edule	<u>for Ph</u>	ase IV	Ozone			
CH2M HILL															
Construction Management				-											
Alverado WTP; Third Amendment															
SCHEDULES		Calendar Year	2012	For Anthonythy	Torne tooks		HIBIT "D"-			and in the second	Mark Skitcher	1.4.10.1.1.1.1.1.1	000 her - 16	No mindo a	Tólal P/ojáci 🎕
Phase IV Ozone		Calendar, rear	20141.049	G. Harrison	(			112 - 9 H 179 1	A. H. Martine , N. J. A	All a straight	1.01-04103-31		S 14.2.5 1	1.20 A.	
Phase IV Ozone		Hours :	1. 2. 2. 4.		物產得	潮湖	$\epsilon$				が施行			体的	House
Field Labor		an san san	241 F 80 444	Mar	FT Aprova	UP May skut	S Jun 4	للدي الالهالة	an Aug farm	C Sap 200	Qu'Oct of a	Nov	* Dec *	Subtutal	Vicipio Anna.
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	-												0	3.380
Associate Engineer/Resident Engineer	CH2M HILL														
Field/Office Engineer	CH2M HILL													Č	
Civ /Str. Inspector	CH2M HILL														
Civ./Str. Inspector II	CH2M HILL														
Civil/CWI Inspector	CH2M HILL													ĩ	
Machanical Inspector	CH2M HILL														
In-plant inspections	CH2M HILL													0	
Electrical/I&C Inspector	CH2M HILL				•									õ	
Civ/Sir Insp.   OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													-	
Civ/Str Insp. If OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL														41
Civ/CWI Insp. OT 2.5 % - Rale is 1.5x regular Rate	CH2M HILL													a	102
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													Ū.	
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL														
Elec/I&C Insp. OT 2.5% - Rale is 1.5x regular Rale	CH2M HRUL													a	
Document Control/Office Administrator	SublEM													c	2,755
Civ./Str. Inspector	Sub Lawhart													c	
CWI Inspector	Sub Lawhart														
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													6	38
CWI Insp. OF 2.5% - Rate is 1.5x regular rate	Sub Lawhari													0	0 0
Office Labor										_					
Principal	CH2M HILL													C	650
Technical Support	CH2M HILL													ć	530
Sofety Specialist	CH2M HILL													c	
Startup Assistance	CH2M HILL														
Office Administration	CH2M HILL														
Other Services Allowance														-	,
Other Expenses	***		_							_					
EOCP Services - Winstead	Subconsultant	•											-		
Special Services Allowance - Kleinfelder	Subconsultant														
Partnering Services	Subconsultant														
Special Services Allowance	Subconsulant														
Special Services Allowance - Christian Wheeler	Subconsultani														
Special Services Alowance	Subconsultant														
Special Services Allowance - IEM (Bejhat)	Subconsultant														
Special Services Altowance - EMA	Subconsultant														
CH2M HILL Service Center	\$5.50/office hou	vr 0	0	n	0	D	0	0	п	0	0	o	0	c	3,064
Other Direct Cost	\$3.50/01/K/# 1400		0	U	U	U	0	0	U	v	v	v	U	L.	3,064
Regular Field Hours														0	25,716
Regular Office Hours														0	3,064
Of Field Hours				•										ō	329
Total Hours				•			•							D	29,109

#### CH2MHL

CO2NI III2.L, Inc. Pshihit \*19-1\* Time Schedule

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#### Time Schedule for Phase III Basins 1.2

EXHIBIT D-3 CH2M HILL Construction Management Alvarado WTP: Third Amendment

Alvarado WTP; Third Amendment														
							EXHIBIT "D"				•			
SCHEDULES		Calendar Year 2	2008:33:74	そ物助える	TAR TALES	11,982,49	ALC: NOTA V	Sec. Co	227 - 5 - 3	<b>以清末</b> 主义】	Con Us	ba Joompang	STILLER ER	257122727
Phase III Rehab Floc/Sed Basins 1 & 2		Hours - Standard	A LANGER	$\phi = \phi$	213 的复数	1997 (B) (B)		a san Ra	中国的石石	の正式	新闻和新闻	9 15 F.Z.	教育を見て	1951年1月
		Hours Jan	14 A. 12 (b)	The last	11 11 11		Jun 20	19 A 19	S. 46-1		ALL SCHOOL	ely a se	也在這家	
		Jan	Feb	Mart	Apr 🖓	May	-Jun 2. V	<u>XEM V B</u>	Aug	Sep	Oct	Nov	Cec 😳	Subtotal
Field Labor													_	
Senior Project Manager/Construction Manager/Sr. Engineer		0	0	0	0	0	0	0	0	0	0	0	. 0	0
Associate Engineer/Resident Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Field/Office Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	0 Ô	0	0	0	0	0	0	0	0
Civ./Str. Inspector II Civil/CWI Inspector	CH2M HILL	0 0	0	0	<i>ย</i> ถ	0 0	U	0	Ð	0 0	0	0	. D	•
Mechanical Inspector	CH2M HILL CH2M HILL	U D	0	0	0	0	0	0	0	. 0	0	· 0	0	· 0 a
In-plant inspections	CH2M HILL CH2M HILL	U D	0	0	0	U B	U	0	0	U N	0	0	0	0
Electrical/I&C Inspector	CH2M HILL	0	0	0	0	0	U A	0	0 0	: 0	0	0 0	0	0
Civ/Str Insp. I OT 2,5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	- 0	-	0	0	0	0	: U 0	0	0	0	บ ว
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	· U 0	0. · 0 ·	0	U D	0	0	· 0 ·	0	0	0	0
Civ/CWI Insp. 01 2.5% - Rate is 1.5x regular Rate	CH2M HILL CH2M HILL	0	0	0	0	0	v n	0	0 0	0	0	0	0	0
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	o	U D	ถ	Û	0	U N	ň	U D	0
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	U D	0	0	U Q	0	U D	ึ่ง	Û	0	0	0	0	บ ก
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	U O	0	0	0	0	0	0	0	0	0	0	U D
Document Control/Office Administrator	Sub IEM	0	U O	U N	0	0	ů a	0	0	0	0	~	n v	U D
Civ./Str. Inspector	Sub Lawhart	. U	U	0	0	0	0	U D	0	0	0 D	a	u n	0
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	n	0	0 ·	0 D	·0	0	U N
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	0	0	0	n N	0	ō	0	0	0	0
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0 D	n	0	0 0	ő	0	ő	ő	n	ñ	ő	0
Office Labor	ous contait			<u> </u>	<u>`</u>	<u> </u>		· — Č —		·		·····	·······	<u> </u>
Principal	CH2M HILL	0	0	0	0	0	· 0	Ð	0	0	0	n	0	'n
Technical Support	CH2M HILL	ő	ů	ŏ	ŏ	õ	õ.	õ	ő	ŏ	ő	õ	õ	n
Safety Specialist	CH2M HILL	ő	ň	õ	ö	ŏ	ŏ	Ő	ŏ	ŏ	õ	ő	ů.	0
Startup Assistance	CH2M HILL	ő	õ	õ	õ	ō	0	ō	ō	ō	ō	ō	Ū.	ă
Office Administration	CH2M HILL	ū	ō	0	ō	0	ō	ō	ō	ō	ū	ō	. 0	õ
Other Services Allowance		-	-	-	-	•	-			•	•	-		•
Other Expenses														
EOCP Services - Winslead	Subconsultant													
Special Services Allowance - Kleinfelder	Subconsultant													
Partnering Services	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant							•						
CH2M HILL Service Center	\$5.50/office hour	r O	0	0	0	0	0	0	0	0	0	0	0	0
Other Direct Cost														
Regular Field Hours														0
Regular Office Hours														0
OT Field Hours														0
Total Hours														0

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CH2M HILL Inc. Exhibit "D-3" Time Schedule

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## Time Schedule for Phase III Basins 1 2

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EXHIBIT D-3 CH2M HILL Construction Management Alvarado WTP: Third Amendmer

Alvarado WTP: Third Amendment									•					
								TIME SCHED						
SCHEDULES		Calendar, Yaár, 200	91.53.48.56.	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	计编辑的社会。马								ELL STAR	
Phase III Rehab Floc/Sed Basins 1 & 2		Hours	同國國際	同时有出版	品相關的	由自动的通知	的影响的时候	出现。然而這	制度 器管		6.6.44	建設設計	影響響	和国家
		an lan	Feb.5	合正的思		机成合物的		in the second	185 Art	() 书公书:	海东西的			建位动
Fleid Labor		1.4.2.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	10# 36 <b>FBD</b> 200	Shings Maria	aler Apress	May #2	Sector is during a sure of	235555 JUI 28034	AUQ 284	septat.	and COLUMN	CONTRACTOR OF THE PROPERTY OF T	States Dec era	Subtolal
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	16	56	60	60	58	60	60	58	44	44	56	- 60	632
Associate Engineer/Resident Engineer	CH2M HILL	0	160	176	176	168	176	176	168	176	176	160	176	1,888
Field/Office Engineer	CH2M HILL	o	80	87	87	84	87	87	84	87	87	80	67	937
Civ./Str. Inspector I	CH2M HILL	84	112	124	124	118	124.	124	118	176	176	160	176	1.616
Civ./Str. Inspector II	CH2M HILL	0	0	0	126	126	132	132	126	132	132	120	132	1.158
Civil/CWI Inspector	CH2M HILL	0	õ	176	176	168	176	176	168	176	176	160	176	1.728
Mechanical Inspector	CH2M HILL	0	30	34	34	32	34.	34	32	70	44	40	44	428
In-plant inspections	CH2M HILL	ō	Ū.	0	60	58	60	0	0	0	0	0	0	176
Electrical/I&C Inspector	CH2M HILL	- 0 -	õ	0	0	0	D D	Ō	42	44	44	40	44	214
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	2	2	3	2	2	2	2	2	3	3	2	3	. 28
Civ/Str Insp. If OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	ō	0	2	2	2	2	2	š	ž	2	2	19
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	ő	ő	2	3	3	3	2	2	ž	3	. 3	3	27
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	ñ	ž	3	2	ž	2	2	2	ž	2	2	ž	20
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	ō	0	0	2	2	2	2	2	2	2	2	2	11
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	ő	0	2	2	2	2	2	2	2	2	2	- 18
Document Control/Office Administrator	Sub IEM	ő	80	86	86	84	86	86	84	86	86	60	86	930
Civ./Str. Inspector	Sub Lawhart	ő	0 0	0	õ	0	0	Ö	0	õ	0	ő	õ	
CWI Inspector	Sub Lawhart	ő	ñ	ő	ŏ	õ	Ū.	ŏ	ŏ	õ	n n	ő	ő	Č
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	ő	0 D	ő	ŏ	õ	Ū.	ő	ö	ő	õ	ŏ	ŏ	Č
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	ő	ů	ő	ŏ	ů.	ē	õ	ŏ	ů	ŏ	ŏ	ŏ	ò
Office Labor	Old Convert			<u> </u>			<u> </u>	<u>````````````````````````````````</u>			v			
Principal	CH2M HILL	0	0	12	12	12	12	12	12	12	12	12	12	120
Technical Support	CH2M HILL	ő	0 10	60	40	20	10	10	20	12	10	10	12	200
Safety Specialist	CH2M HILL	0	ů	16	16	20	4	4	20	10	4	. 4	4	200
Startup Assistance	CH2M HILL	ő	ů	0	10	ů,	e e	0	- 0	4 0	4	. 4	0	
Office Administration	CH2M HILL	ő	0	16	16	16	16	16	16	16	16	16	16	160
Other Services Allowance		v	U	16	10	10		10	10	10	10	10	10	10
Other Expenses					• •									
EOCP Services - Winstead	Subconsultant													
Special Services Allowance - Kleinfelder	Subconsultant													
Partnering Services	Subconsultant										•			
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant				•									
CH2M HILL Service Center	\$5.50/office hou	r O	0	104	84	52	42	42	52	42	42	42	42	544
Other Direct Cost	45.500000000000	· ·	0	104	<b>0</b> 4			-12				41		
		· · · · · · · · · · · · · · · · · · ·						·····						
Regular Field Hours									4					9,709
Regular Office Hours							•							544
OT Fleid Hours														133
Total Hours														10,386
					•									
					:									
				•										

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## Time Schedule for Phase III Basins 1 2

EXHIBIT D-3 CH2M HILL Construction Management Aivarado WTP: Third Amendment

Alvarado WTP: Third Amendment					•									
								D"- TIME SCI						
SCHEDULES												國際管理部署	53-765-26	的运行的
Phase III Rehab Floc/Sed Basins 1 & 2		Hours Jan	here i di	行的理论的	的感情的		(116:81년 4 <u>1)</u> (116:81년 41) (116:81년 116:81)	的复数形式	if the set	Sep	Oct	- Nov	Dec	Sublota
Field Labor		•			.*									
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	56	56	0	0	0	0	0	0	0	· 0	0	0	11:
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	0	0	0	0	0	0	0	68
Field/Office Engineer	CH2M HILL	80	80	96	87	0	• 0	0	0	0	0	O	0	34
Civ./Str. Inspector I	CH2M HILL	160	160	192	68	• 0	0	0	0	0	0	0,	0	60
Civ./Str. Inspector II	CH2M HILL	120	160	192	0	0	0	0	0	0	0	Ð	0	47
Civil/CWI Inspector	CH2M HILL	160	160	0	0	0	0	0	0	0	0.	0	0	32
Mechanical Inspector	CH2M HILL	. 80	0	0	0	0	0	0	0	0	0	0	0	8
In-plant inspections	CH2M HILL	Ο.	0	0	0	0	0	0.	0	0	0	0	0	
Electrical/I&C Inspector	CH2M HILL	40	0	0	0	0	0	Ø	0	0	0	0	0	4
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	3	4	5	1	0	0	0	0	0	0	0	0	1
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	3	4	5	1	0	0	0	0	0	0	0	0	1
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	3	4	0	0	ο.	0	0	Ð	0	0	0	0	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	3	0	0	0	0	0	0	0	0	0	0	0	
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	2	0	0	0	0	0	0	0	0	0	0	0	
Document Control/Office Administrator	Sub IEM	80	80	96	86	D	0	0	0	0	0	0	0	. 34
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	Q	0	0	0	· 0	0	0	0	0	0	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	0.	0	· 0	Ø	0	0	0	0	0	
Office Labor		· ·												
Principal	CH2M HILL	12	12	12	12	0	- 0	0	0	0	0	0	0	4
Technical Support	CH2M HILL	10	10	σ	0	0	0	G	0	0	ō	0	0	2
Safety Specialist	CH2M HILL	4	4	0	ō	ò	Ó	0	Ō	0	ō	ō	0	_
Startup Assistance	CH2M HILL	100	88	0	0	0	0	0	0	0	0	0	0	18
Office Administration	CH2M HILL	16	16	16	16	0	0	O	0	0	0	0	0	6
Other Services Allowance			-			-	-	-	-	-	-	-		
Other Expenses														
EOCP Services - Winslead	Subconsultant													
Special Services Allowance - Kleinfelder	Subconsultant													
Partnering Services	Subconsultant													
Special Services Allowance	Subconsultant						•							
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant				•									
CH2M HILL Service Center	\$5.50/office hour	142	130	28	28	0	0	0	Ø	0	0	0,	0	328.0
Other Direct Cost	••••••					•	-	-	-	-	-		-	
Regular Field Hours														2,997
Regular Office Hours			•											328
OT Field Hours														38
Total Hours														3,363

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CH2M HILL, foc. Exhibit "D-3" Time Schedule

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				<u>Tin</u>	ne <u>Sch</u>	edule f	or Pha	<u>se 111 1</u>	Basins	<u>12</u>			
EXHIBIT D-3													
CH2M HILL													
Construction Management									•				
Alvarado WTP: Third Amendment		r								······································			
SCHEDULES		Calendar.Year	2011 92000	er anter anter anter	1991 (2014)		HIBIT D- T			720-25-2 160-512	16-574-52-6-4-50	eren en ander Rochenster	(igged)
Phase III Rehab Floc/Sed Basins 1 & 2									1.1.5878-1.1.2.2.	half to here	4-14-12-15-15-	10 24 TU + 1 25 Bort	CALC B
		Hours	的资本	reput va	Te man a lite	1	11	1112114			が設定す		
Field Labor		Jan 23	Feb.4	Mar 45 C	S-Apr 64-1-	May	<u>a Muniz M</u>	<u>2377Uul2</u> 48	All Aug	Sep	Cen Oct 3	Nov	:ViDi
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL												
Associate Engineer/Resident Engineer	CH2M HILL												
Field/Office Engineer	CH2M HILL												
Civ./Str. Inspector I	CH2M HILL												
Civ/Str. Inspector II	CH2M HILL			,									
Civil/CWI Inspector	CH2M HILL												
Mechanical Inspector	CH2M HILL												
In-plant inspections	CH2M HILL												
Electrical/I&C Inspector	CH2M HILL												
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regutar Rate	CH2M HILL												
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL												
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												
In-Plant Insp. OT 2.5% - Rale is 1.5x regular Rate	CH2M HILL												
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												
Document Control/Office Administrator	Sub (EM												
Civ/Str. Inspector	Sub Lawhart												
CWI Inspector	Sub Lawhart												
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart												
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart				•								
Office Labor													
Principal	CH2M HILL												
Technical Support	CH2M HILL												
Safety Specialist	CH2M HILL												
Startup Assistance	CH2M HILL											•	
Office Administration	CH2M HILL												
Other Services Allowance								·-					
Other Expenses	•									۰.			
EOCP Services - Winstead	Subconsultant									•			
Special Services Allowance - Kleinfelder	Subconsultant												
Partnering Services	Subconsultant												
Special Services Allowance	Subconsultant												
Special Services Allowance - Christian Wheeler	Subconsultant									:			
Special Services Allowance	Subconsultant			•						•			
Special Services Allowance - IEM (Bejhat)	Subconsultant												
Special Services Allowance - EMA	Subconsultant	_				•		~	•	•		0	
CH2M HILL Service Center Other Direct Cost	\$5.50/office hour	• 0	0	0	0	0	0	0	0	ο.	0	U	
Regular Field Hours		· · · · ·		· · ·			<u> </u>						
Regular Office Hours													
OT Fleid Hours													
Total Hours													
· · · · · · · · · · · · · · ·													

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CIC2M HILL, loc. Exhibit "D-3" Time Schedule Page 4 of 5 2/6/2008

#### Time Schedule for Phase III Basins 1.2

EXHIBIT D-3 CH2M HILL Construction Management Alvarado WTP: Third Amendri

Alvarado WTP: Third Amendment															
							HIBIT "D"- TI				· ··				
SCHEDULES		Calendar, Year											1. 1. 1. 1.		Total Project
Phase III Rehab Floc/Sed Basins 1 & 2		Hours and in the second		2 2 1 2		ALC: NOT A				Contraction Contraction Sec	V Col	Nov	Dec S	btotal	Hours Clark
Field Labor															
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL					· ·								0	74
Associate Engineer/Resident Engineer	CH2M HILL													0	2,57
Field/Office Engineer .	CH2M HILL		••											0	1,28
Civ/Str. Inspector I	CH2M HILL													0	2,21
Civ/Str. Inspector II	CH2M HILL													O	1,63
Civil/CWI Inspector	CH2M HILL													0	2,04
Mechanical Inspector	CH2M HILL													0	50
In-plant inspections	CH2M HILL													0	17
Electrical/I&C Inspector	CH2M HILL													0	25
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	•												0	4
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	3
Civ/CWI Insp. OT 2.5 % - Rete is 1.5x regular Rate	CH2M HILL													0	3
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	2
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	1
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													Ø	2
Document Control/Office Administrator	Sub (EM		•		1									0	1,27
Civ./Str. Inspector	Sub Lawhart				•									0	
CWI Inspector	Sub Lawhart													0	
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	
Office Labor															
Principal	CH2M HILL													0	16
Technical Support	CH2M HILL													. 0	22
Safety Specialist	CH2M HALL													0	7
Startup Assistance	CH2M HILL													0	18
Office Administration	CH2M HILL													0	22
Other Services Allowance															
Other Expenses															
EOCP Services - Winstead	Subconsultant														
Special Services Allowance - Kleinfelder	Subconsultant														
Partnering Services	Subconsultant														
Special Services Allowance	Subconsultant														
Special Services Allowance - Christian Wheeler	Subconsultant		•												
Special Services Allowance	Subconsultant											•			
Special Services Altowance - IEM (Bejhal)	Subconsultant														
Special Services Allowance - EMA	Subconsultant							•							
CH2M HILL Service Center	\$5.50/olfice hour	0	0	0	0	0	0	0	Đ	0	0	0	0	0	87
Other Direct Cost											•				
Regular Field Hours														ø	12,706
Regular Office Hours														0	872
OT FL-II II.															474

Regular Regular Office Hours OT Field Hours Total Hours

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CI12M IIIEL, Inc. Exhibit "D-3" Time Schedule

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#### Time Schedule for SD 17

#### EXHIBIT D-3 CH2M HILL Construction Management

Construction Management Alvarado WTP: Third Amendment														
							EXHIBIT "D							
SCHEDULES		Celendar Year	2008	Manufacture 1	同時に たい	1.453 $4.5$			DEL CELLAR	di 43 (121)	Star Section	n se chair	THE SECTO	中国的现在
SD 17		Hours (F) in the second		Mar Mar	Apr	A A May	Jun	i di la constante di la consta	Aug	Sep	d di V di di Od	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	0	o	0	0	0	0	0	0	0	38	44	82
Associate Engineer/Resident Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Field/Office Engineer	CH2M HILL	· 0	0	0	0	0	•0	0	0	0	0	38	44	82
Civ/Str. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ/Str. Inspector II	CH2M HILL	0	0	0	0	0	0	0	a	0	0	0	0	0
Civil/CWI Inspector	CH2M HILL	Û	0	0	0	0	0	0	0	0	0	0	0	0
Mechanical Inspector	CH2M HILL	0	· 0	0	0	0	0	0	0	0	0	Û	0	0
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical/I&C Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	D	0	0
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	Û	0	0	Û	0	0	0
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	o	0	0	0	0
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	· 0	0	0	0	0	0	0	0	0	0	0
Document Control/Office Administrator	Sub IEM	0	0	0	0	0	0	0	0	o	0	76	88	164
In-Plant Inspector	Sub On-Site	0	0	ο.	0	0	0	0	0	0	Û	0	60	80
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	80	80
CWI Inspector	Sub Lawhart	0	D	0	ο.	0	0	0	0	0	0	0	0	0
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	0	0	0	0	o	. 0	0	0	4	4
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	ō	0	D	0	ō.	Ō	Ó	ō	0	0
Office Labor								-						
Principal	CH2M HILL	0	0	0	0	0	0	0	0	0	0	8	8	16
Technical Support	CH2M HILL	· 0	õ	ņ	õ	ō	Ō	ō	ň	õ	ō	20	10	30
Safety Specialist	CH2M HILL	ů	õ	õ	õ.	ŏ	ō	ō	õ	õ	õ	2	2	. 4
Startup Assistance	CH2M HILL	0	0	Ū.	. 0	õ	ō	0	õ	ō	ō	õ	õ	0
Office Administration	CH2M HILL	õ	ō	ő	ő	ŏ	ō	ō	õ	ŏ	ō	Å.	Ă	8
Other Services Allowance	OT LEAT THEE	v		Ū.	0	v	-	•	0	, <b>°</b>	v	-	-	v
Other Expenses	•													
EOCP Services - Winstead	Subconsultant	•												•.
Special Services Allowance - Kleinfeider	Subconsultant													
Partnering Services	Subconsultant					•							.1	
Special Services Allowance	Subconsultant									•				
Special Services Allowance - Christian Wheeler	Subconsultant												•	
Special Services Allowance	Subconsultant							•						
Special Services Allowance - IEM (Bejhat)	Subconsultant								•					
Special Services Allowance - EMA	Subconsultant									•				
CH2M Hit L Service Center	\$5,50/office hour	0	0	0	0	0	0	0	0	ο.	0	34	24	58
Other Direct Cost	40.0000000 HOU	U	4	v	v	v		v		v	v	04	24	50
Regular Field Hours														488
Regular Office Hours						•								58
OT Field Hours						•							•	4
Total Hours														550



CH2M HILL, Inc. Exhibit "D-3" Time Schedule Page 1 of 5 2:6/2008

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## Time Schedule for SD 17

EXHIBIT D-3 CH2M HILL Construction Management Atvarado WTP: Third Amendment

Atvarado WTP: Third Amendment		<u> </u>							<u> </u>					
				a inclusionary			XHIBIT D-1							
SCHEDULES		Calendar Year 2009		- Harris Ind	SHE SHE	4.235 Miz (A.2	· De Start Best	1 40.00 March	74.342 SEA	NEARCH CLEAR		9.53.65-14	Service Service	
SD 17		Hours	12.70. 10.			元、市中省。	26465-关	法院的控制		王王的是明	[影秀志]	热众。这时,	経営支援	
		Jan J				ne di dan May			的行为言	法法议的	Oct	制度的推	A Dec	Subtotal
Field Labor		100 B 100 C		C 14 Million C 19	ALC: NOT ALC	ALC: NO TRADE	and a children of		an nun ha			*******		
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	16	16	16	16	16	16	16	16	44	44	16	16	248
Associate Engineer/Resident Engineer	CH2M HILL	84	160	176	176	168	176	176	168	176	176	160	176	1,972
Field/Office Engineer	CH2M HILL	32	32	35	35	34	35	35	34	35	35	32	35	409
Civ/Str. Inspector I	CH2M HILL	0	0	Ð	G	o	0	0	0	0	0	0	0	0
Civ./Str. Inspector II	CH2M HILL	ū	0	Ō	ō	D	0	ō	ō	Ō	ō	0	ō	0
Civil/CW1 Inspector	CH2M HILL	ū	0	0	ō	0	0	ō	0	0	0	0	0	0
Mechanical Inspector	CH2M HILL	0	10	10	10	10	10	10	10	16	44	40	44	214
In-plant inspections	CH2M HILL	0	0	0	ō	U	0	o	0	0	0	0	0	0
Electrical/I&C Inspector	CH2M HILL	ņ	8	8	8	8	16	16	24	24	24	20	24	180
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	ō	ů.	ō	0	n	0	0	0	0	0	0	0
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	ő	õ	ō	0	ñ	õ	õ	õ	0	0 0	ő	0
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	ŏ	ů	ő	õ	n	ő	ñ	ŏ	ň	ñ	õ	0
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	. 0	ő	ũ	ñ	Ő	1	ň	ĩ	õ	1	1	1	Š
In-Plant Insp. OT 2.5% - Rate is 1,5x regular Rate	CH2M HILL	0	ő	ů	ň	õ	ò	ů	ņ	ő	'n	'n	ġ	ů
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	ő	a	ő	ő	õ	1	ő	1 ·	1	1	1	5
Document Control/Office Administrator	Sub IEM	68	32	36	36	34	36	. 36	36	34	36	32	36	452
In-Plant Inspector	Sub On-Site	168	0	0	0	ō	0	0	0	0	0	0	0	168
Civ./Str. Inspector	Sub Lawhart	84	48	52	52	50	52	52	50	0	0	0	0	440
CWI Inspector	Sub Lawhart	04	40	Л	0	0	0	52	0	ő	0.	0 D	0	440
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate		6	1	u 4	0		U A	U A	1	บ ถ	0.	0	0	-
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart Sub Lawhart	ю 0	1	0	0	0	0	0	0	υ 0	0	0	0	13 0
	JUD Lawnan	0	ν	v	<u> </u>		<u>v</u>	U	U	U			<u> </u>	0
Office Labor	AU314 U81	•	•	•			•		•	•	•	•	· .	
Principal	CH2M HILL	8	8	8	8	8 4	8	8	8	8	8	8	8	96
Technical Support	CH2M HILL	4	4	4	24	•	4	4	4	4	4	4	4	68
Safety Specialist	CH2M HILL	2	2	2	2	2	2	2	2	2	-	2	2	24
Startup Assistance	CH2M HILL	0	0 4	0	0 4	0	0	0 4	0	8	0 4	0	16	24
Office Administration	CH2M HILL	4	4	4	4	4	4	4	4	4	4	4	4	. 48
Other Services Allowance						···								
Other Expenses	<b>A</b>					•								
EOCP Services - Winstead	Subconsultant												•	
Special Services Allowance - Kleinfelder	Subconsultant													
Partnering Services	Subconsultant	•									. •			
Special Services Allowance	Subconsultant									•				
Special Services Allowance - Christian Wheeler	Subconsultant													
Special Services Allowance	Subconsultant													
Special Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant											_		
CH2M HILL Service Center Other Direct Cost	\$5.50/office hour	18	18 .	18	38	18	18	18	18	26	18	18	34	260
Regular Field Hours		·						-					· · · ·	4,083
Regular Office Hours														260
OT Field Hours														23
Total Hours		,												4.366
jų (or truera														4,500

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CH2M HILL, inc. Exhibit "D-3" Time Schedule 000163

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## Time Schedule for SD 17

EXHIBIT D-3 CH2M HILL Construction Management Alvarado WTP: Third Amendment

Alvarado WTP: Third Amendment							,							
							XHIBIT D							
SCHEDULES		Calendar, Year				s-102-02-04			PARLAY.	运动的起源		ALC SAL	-11-14	
SD 17		Hours	4年7月6日	得到 年回	出版 和 2	在13月2日		自然有效的问题	<b>香州市市的</b>	5 - F F F	16月4月4日	<b>圣</b> 》两:"云	HT GAY	的期間
•		Hours	1418 36	STARTAS,	Alle See			44.1512	1	S Provid		A MARKEN		的现在
		Jan H	纪日间	Mar 2	Apr 3	JX Mays 5	Jun	se jul 📚	- Aug	Septi	Cod S	Nov	Dec U	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	8	6	0	0	0	0	0	0	0	0	D	0	16
Associate Engineer/Resident Engineer	CH2M HILL	160	160	96	0	0	0	0	0	0	0	0	0	416
Field/Office Engineer	CH2M HILL	32	32	38	35	0	0	0	0	0	0	0	0	137
CivJStr. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
CivJStr. Inspector II	CH2M HILL	0	0	0	0	0	0	0	O	0	0	0	0	0
Civil/CWI Inspector	CH2M HILL	0	0	0	• 0	0	0	0	0	0	0	0	0	0
Mechanical Inspector	CH2M HILL	40	80	o	0	0	0	0	0	0	0	0	0	120
in-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical/I&C Inspector	CH2M HILL	20	20	0	0	0	0	0	0	0	0	0	0	40
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	. 0	0
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regutar Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	1	2	0	0	0	0	0	0	0	0	0	0	3
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	O	0	0	0	o	0	0	0	0	0
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	1	1	0	0	0	0	0	0	0	Ø	0	0	2
Document Control/Office Administrator	Sub IEM	32	32	38	,36	0	0	0	0	0	0	0	0	138
In-Plant Inspector	Sub On-Site	0	0	0	0	0	0	0	0	0	0	0	0	0
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0
CWI Inspector	Sub Lawhart	0	0	0	O	0	0	0	0	0	0	0	0	0
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	_ 0	0	0	0	0	0	0	0	0	0
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	. 0
Office Labor														
Principal	CH2M HILL	8	8	8	8	0	0	0	0	0	0	0	0	32
Technical Support	CH2M HILL	4	4	4	4	0	0	0	0	0	0	0	. 0	16
Safety Specialist	CH2M HILL	2	2	2	2	0	0	0	0	0	0	0	0	8
Startup Assistance	CH2M HILL	0	0	40	8	0	0	0	0	0	0	0	0	48
Office Administration .	CH2M HILL	4	4	4	4	0	0	0	0	0	0	0	· 0	16
Other Services Allowance														
Other Expenses		· ·												
EOCP Services - Winstead	Subconsultant	•												
Special Services Allowance - Kleinfelder	Subconsultant .												•	
Partnering Services	Subconsultant	1								-				
Special Services Allowance	Subconsultant													
Special Services Allowance - Christian Wheeler	Subconsultant											•		
Special Services Allowance	Subconsultant		,											
Special Services Allowance - IEM (Bejhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant		-			-								
CH2M HILL Service Center	\$5.50/office hour	18	18	58	26	0	0	0	0	0.	. 0	Û	0	120
Other Direct Cost														
Regular Field Hours														867
Regular Office Hours														120
OT Field Hours														5
Total Hours														992

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CIT2M FILL, Inc. Exhibit "D-3" Time Schedule 000164

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## Time Schedule for SD 17

Other Direct Cost Regular Field Hours			<u> </u>		<u>`</u>		<u>_</u>			-				0
Special Services Allowance - EMA	Subconsultant Subconsultant \$5.50/office hour	0	O	0	0	o	٥	o	o	o .	0	0	0	
									•					
	Subconsultant								-					
	Subconsuitant Subconsultant						•							
	Subconsultant													
	Subconsultant													
	Subconsultant													
Other Expenses EOCP Services - Winstead	Subsequitest													
Other Services Allowance		· · · · · · · · · · · · · · · · · · ·												
	CH2M HILL													
	CH2M HILL									1.1				1
	CH2M HILL													1
	CH2M HILL								-					1
	CH2M HILL													I
	01120411011											· ·		
Office Labor														
	Sub Lawhart Sub Lawhart			•										
•						•								
	Sub Lawhart													
	Sub Un-Sile Sub Lawhart													
	Sub On-Site													
	Sub IEM								•					
	CH2M HILL												٠	
	CH2M HILL													
	CH2M HILL													•
	CH2M HILL								•					
	CH2M HILL													
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													
Electrical/I&C Inspector	CH2M HILL												•	
n-plant inspections	CH2M HILL													
	CH2M HILL													
	CH2M HILL													
	CH2M HILL					•								
	CH2M HILL													
	CH2M HILL													
	CH2M HILL			•										
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													
Field Labor		<u> </u>												
		451 Arriston Jane	Y Fob	Mar	Apr	May	Jun 1	家的市场	Aug	Sep	od	Nov	UDec 1	Sublota
SD 17		Hours	特に常知	新行学	iste o	的影響	物学的	19220	2012000	n 637	扬行	1473357	把法律	1-1-21
SCHEDOLES SD 17		Calendar Year	201125-0-14		Contraction of the	THE REPORT OF	يتبقرنك وبال التيسا	Alter Said Line	ACCHER GROUPS	3.5.1 C 1574)	1994 - Carlos A. 1995 1994 - Carlos A. 1995 1994 - Carlos A. 1995	Marine Contraction	100000	1
SCHEDULES								TIME SCHE		to manage the second second				
Alvarado WTP: Third Amendment														
Construction Management Alvarado WTP: Third Amendment														

CH2M HILL, inc. Exhibit "D-3" Time Schedule

Total Hours

000165

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#### Time Schedule for SD 17

#### EXHIBIT D-3 CH2M HILL Construction Management Alvara

Alverado WTP: Third Amendment							` <u> </u>									
							HIBIT "D"-T			and how any other stands and	and an offer some fillers	The read of the Table Table	: 	-		
SCHEDULES		Calendar Year			ALC: NO.	ALC: NO. C	the sector	and spaces	《教教会》至今1231年	-te-corrector	The second	949 K.C. R	Al March 199	an a chuir an	Total Pro	_
SD 17		Hours			第13323	ALC: PROVIDENT	March Store	MOTES INT	通知有量	计时间通			· · · · · · · · · · · · · · · · · · ·		Hours	語言
		in the second	Feb	AL AND A	Anr Anr	May	Jun	in With Jul Su		的 Sen Sen	Oct 9	Nov	Dec Si	Iblotal	<b>生产</b> 新生产	
Field Labor		NESAN SE GENERAL		, er i tertar saesar,		2001010120300		and a location	200 A.L.P. 1999				1::000.400	abiologica (	THE COLLECTION	<u>, , , , , , , , , , , , , , , , , , , </u>
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0		34
Associate Engineer/Resident Engineer	CH2M HILL							•						0		2,38
Field/Office Engineer	CH2M HILL													0		62
Civ./Str. Inspector I	CH2M HILL													0		
Civ./Str. Inspector II	CH2M HILL													0		
Civil/CWI Inspector	CH2M HJLL													0		
Mechanical Inspector	CH2M HILL						•							0		33
in-plant inspections	CH2M HILL													0		
Electrical/I&C Inspector	CH2M HILL													0		22
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL						· •							0		
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													o		-
Civ/CWI Insp. OT 2.5 % - Rate is 1.5x regular Rate	CH2M HILL					•							:	0		
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0		
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0		
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0		
Document Control/Office Administrator	Sub IEM									•			· ·	0		7
In-Plant Inspector	Sub On-Site			•										0		24
Civ./Str. Inspector	Sub Lawhart		· · ·											0		53
CWI Inspector	Sub Lawhart													0		
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0		
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0		
Office Labor				•												
Principal	CH2M HILL													0		14
Technical Support	CH2M HILL													0		11
Safety Specialist	CH2M HILL													0		:
Startup Assistance	CH2M HILL													0		5
Office Administration	CH2M HILL													0		
Other Services Allowance																
Other Expenses								_								-
EOCP Services - Winstead	Subconsultant												1.0			
Special Services Allowance - Kleinfelder	Subconsultant															
Partnering Services	Subconsultant															
Special Services Allowance	Subconsultant															
Special Services Allowance - Christian Wheeler	Subconsultant															
Special Services Allowance	Subconsultant															
Special Services Allowance - IEM (Bejhat)	Subconsultant										•					
Special Services Allowance - EMA	Subconsultant								•						1	
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0		43
Other Direct Cost																
Regular Field Hours														0		5,43
Regular Office Hours														0		43
OT Field Hours														0		
Tutal Hausa														•		6.04

Total Hours

CH2MHILL

CIOM III.L. Inc. Exhibit "O-3" Time Schedule

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5,908

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# 000167

## INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

- 1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
- 2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- 3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK				S**WHERES
Integrated Engineering Management Corporation 444 S. Flower St., Ste. 2500 Los Angeles, CA 90071	+ Inspection Services	8%	\$161,695	WBE/DBE	CA
On-Site Technical Services 12842 Valley View, Suite 104 Garden Grove, CA 92845	Inspection Services	1%	\$9,262	MBE/DBE	CA
Lawhart Engineers 3914 Murphy Canyon Rd., Suite A241 San Diego, CA 92123	Inspection Services and Office Administrator	4%	\$78,664	MBE/DBE/ DVBE	CA
Kleinfelder 5015 Shoreham Place San Diego, CA 92122	Geotechnical	1%	\$12,990	OBE	CA
Christian Wheeler Engineering 4925 Mercury Street San Diego, CA 91978	Testing and Inspection Services	3%	\$69,875	OBE	CA

\* For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

\*\* For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS