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COMMITTEE ACTION SHEET

50
6/24

COUNCIL DOCKET OF 6/10/08

Supplemental Adoption Consent Unanimous Consent Rules Committee Consultant Review

R -

O -

Amendment No. 2 with Malcolm Pirnie, Inc., and Amendment No. 3 with CH2M Hill, Inc., for Various Water Projects

Reviewed Initiated By NR&C On 11/14/07 Item No. 2b and 2c

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:

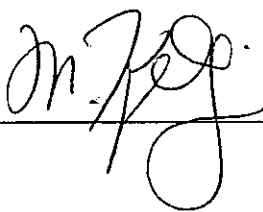
REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

2B: Engineering and Capital Projects Department's November 8, 2007, Executive Summary Sheet;
2C: Engineering and Capital Projects Department's November 8, 2007, Executive Summary Sheet

COUNCIL COMMITTEE CONSULTANT 

000013

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: November 8, 2007 REPORT NO:
ATTENTION: Natural Resources and Cultural Committee
ORIGINATING DEPARTMENT: Engineering and Capital Projects
SUBJECT: Second Amendment to Agreement with Macolm Pirnie, Inc
for Consultant Services
COUNCIL DISTRICT(S): 7 (Maddafer)
CONTACT/PHONE NUMBER: Darren Greenhalgh /(619) 980-2984
Iraj Asgharzadeh (619) 533-5105

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 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.

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FISCAL CONSIDERATIONS:

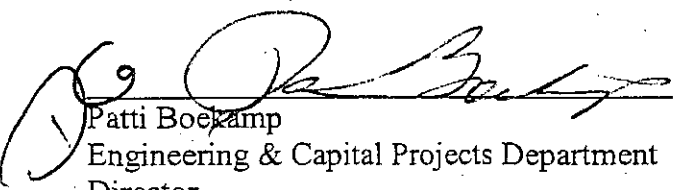
This amendment to MPI's agreement will extend the Agreement for five (5) years through 2011 and provide phased funding for the completion of the Phases III and IV at the Alvarado Water Treatment Plant. The additional funds needed for Ozone project (Phase IV) construction support services is \$3,524,169, 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.


PREVIOUS COUNCIL and/or COMMITTEE ACTION: 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.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: 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

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EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: November 8, 2007 REPORT NO. 1
 ATTENTION: Natural Resources and Cultural Committee
 ORIGINATING DEPARTMENT: Engineering and Capital Projects
 SUBJECT: Third Amendment to Agreement with CH2mHill, Inc for
 Consultant Services
 COUNCIL DISTRICT(S): 7 (Madaffer)
 CONTACT/PHONE NUMBER: Darren Greenhalgh /(619) 980-2984
 Iraj Asgharzadeh (619) 533-5105

REQUESTED ACTION:

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.

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FISCAL CONSIDERATIONS:

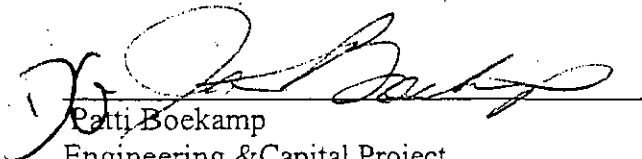
This amendment to CH2mHill's agreement will extend the Agreement for five (5) years and provide additional funds to complete construction management services for the Ozone Project, and Rehabilitation of Basins 1 & 2 and San Diego 17 Pump Station. The additional funds needed for construction management 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.


Patti Boekamp
Engineering & Capital Project
Director


David Jarrell
Interim Deputy Chief of Public Works

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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

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)


RLL

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REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUM (FOR AUDITOR'S USE)
AC 2800-1-10
3. DATE:
January 17, 2008

TO: CITY ATTORNEY

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

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

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)
Darren Greenhalgh, (619) 533-4102 MS 907

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)
Iraj Asgharzadeh, (619) 533-5105 MS907

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND		9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.		See attached
ORGANIZATION		
OBJECT ACCOUNT	See attached	
JOB ORDER		
C.I.P. NUMBER		
AMOUNT		

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	4/2/08	8	DEPUTY CHIEF	<i>[Signature]</i>	5/7/08
2	WATER	APPROVAL SIGNATURES ON FILE		9	C.O.O.	<i>[Signature]</i>	5/8/08
3	E.A.S.			10	CITY ATTORNEY	<i>[Signature]</i>	5/27/08
4	EOC			11	ORIG. DEPT	<i>[Signature]</i>	5/23/08
5	DOCKET LIAISON	<i>[Signature]</i>	4/9/08	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: <i>[Signature]</i>			5/28/08
6	FM/CIP	<i>[Signature]</i>	5/2/08	COUNCIL PRESIDENT: <i>[Signature]</i>		<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7	AUDITOR	<i>[Signature]</i>	5/7/08	REFER TO: <i>[Signature]</i>		COUNCIL DATE: 6/10/08	

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

1. Authorizing the Mayor, or his designee, to execute a phase-funded Second Amendment to the Agreement with Malcolm Pirnie, Inc.
(Please see other side)

11A. STAFF RECOMMENDATION(S):
Introduce and Adopt the Ordinances

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

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

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

ATTACHMENTS: Original Agreement, 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) copies of the 1472 and Ordinance to Joanne Ferrer at Project Implementation & Technical Services Division, M.S. 908A.

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

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- 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
2. Authorizing the Mayor, or his designee, to execute a phase-funded Third Amendment to the Agreement 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
 6. Authorizing FY08-Phase 6 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; 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).

CH2M Hill, Inc.

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

000022**FISCAL CONSIDERATIONS:**

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 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
- 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.


 Patti K Boekamp, Director
 Engineering & Capital Projects Department


 David Jarrell
 Deputy Chief of Public Works

Box 8.

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	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 Replacement CIP 73-261.4	Alvarado WTP Upgrade & Expansion-Phase II CIP 73-261.3	Phase IV Ozone Improvements CIP 73-261.3/73-262.1	Phase III Rehabilitation of Basins 1 & 2 CIP 73-261.3/73-262.3	Total
Previous Phases	\$894,243	\$6,870,181	\$1,200,113	\$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- Earl Thomas Reservoir Replacement CIP 73-261.4	Alvarado WTP Upgrade & Expansion-Phase II CIP 73-261.3	Phase IV Ozone Improvements CIP 73-261.3/73-262.1	Phase III Rehabilitation of Basins 1 & 2 CIP 73-261.3/73-262.3	San Diego 17 Flow Control Facility and Pump Station CIP 73-314.0	Total
Previous Phases	\$2,160,533	\$5,921,066	\$0	\$0	\$0	\$8,081,599
Phase 6 (FY08)	\$0	\$0	\$1,957,638	\$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

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The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800775
ORIGINATING DEPT. NO.: 760

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$1,100,000.00

Vendor: Malcolm Pirnie, Inc.

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

Date: May 7, 2008

By: *Yesli Bezuneh*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391020	4118	189032				\$525,000.00
002	0	41500	760	391020	4118	189122				575,000.00
TOTAL AMOUNT										\$1,100,000.00

FUND OVERRIDE

000027

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800776
ORIGINATING DEPT. NO.: 760

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
AUDITOR AND COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$2,027,469.00

Vendor: CH2M Hill, Inc.

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

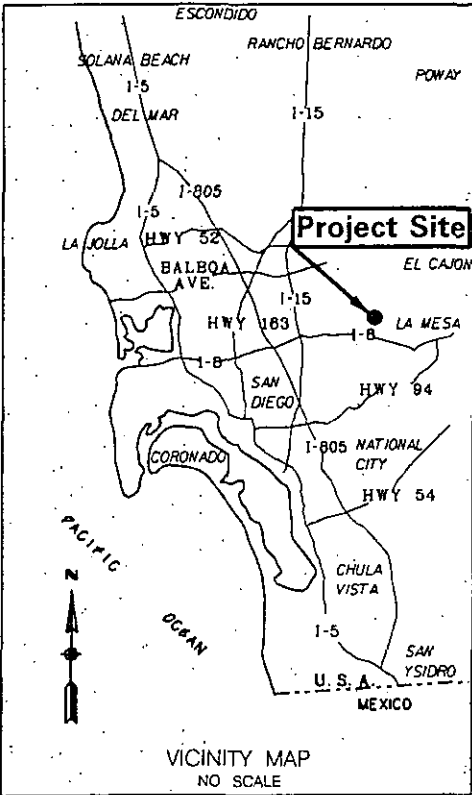
Date: May 7, 2008 By: *Yeshi Bezuneh*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391050	4159	189036				\$1,957,638.00
002	0	41500	760	391050	4159	184858				69,831.00
TOTAL AMOUNT										\$2,027,469.00

FUND OVERRIDE

AC 2800776

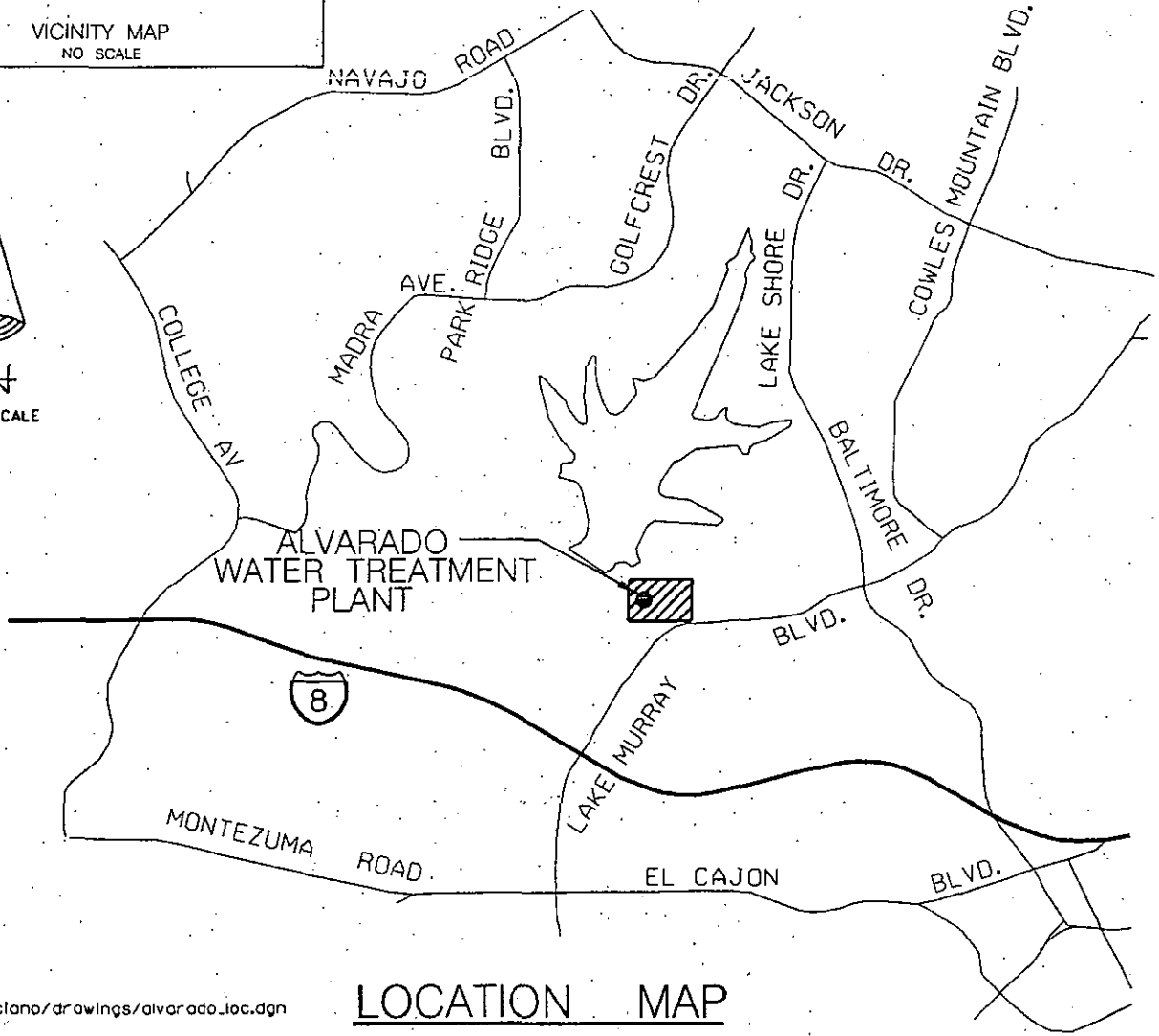
000029



ALVARADO WATER TREATMENT PLANT

SENIOR CIVIL ENGINEER:
Iraj Asgharzadeh
533-5105

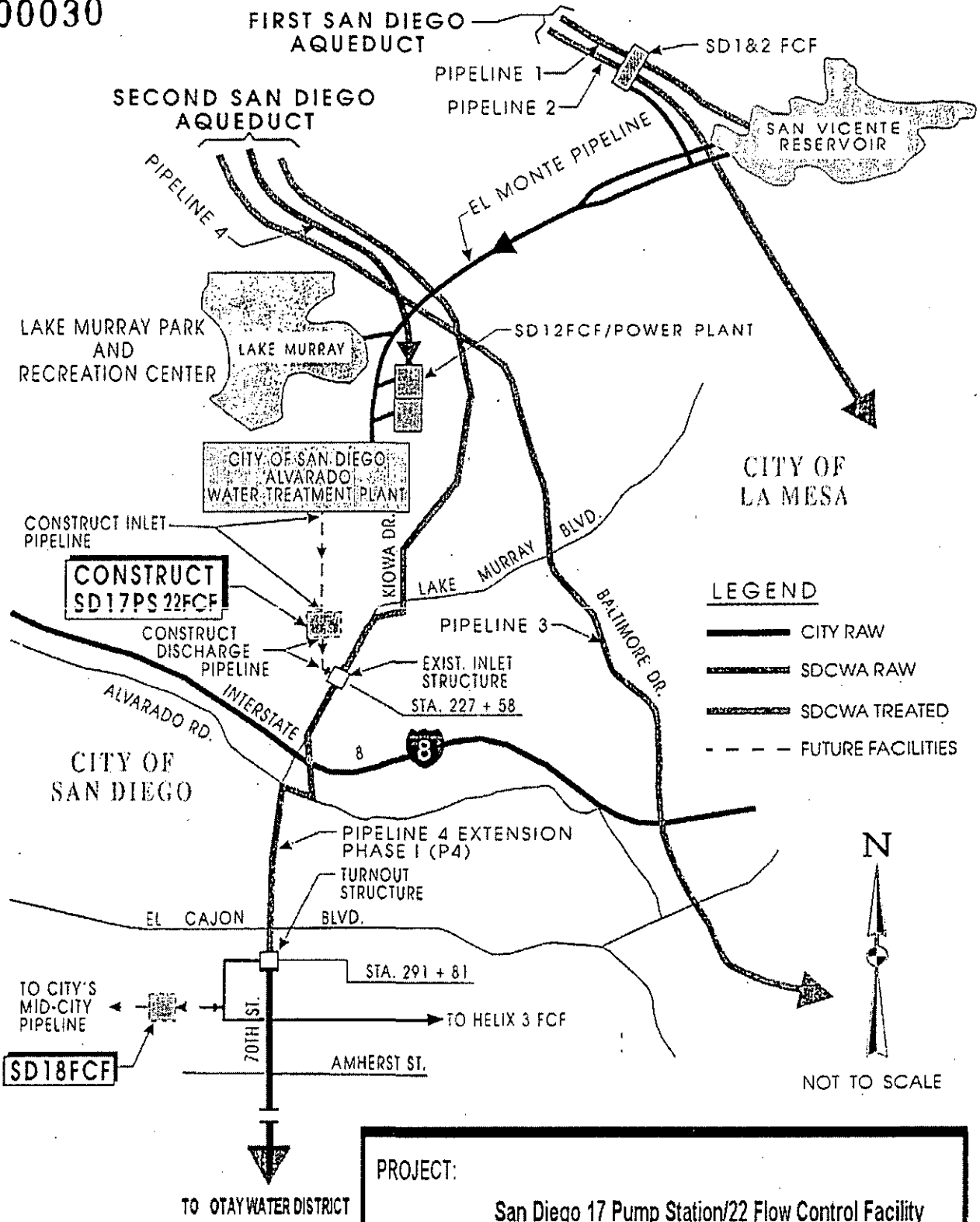
PROJECT ENGINEER:
Julie Ballesteros
235-1953



LOCATION MAP

j:robert belciano/drawings/alvarado_loc.dgn

000030



LEGEND

- CITY RAW
- - - SDCWA RAW
- SDCWA TREATED
- · · FUTURE FACILITIES



NOT TO SCALE

PROJECT:
San Diego 17 Pump Station/22 Flow Control Facility
LOCATION MAP

000031



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

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

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

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: Jan 30, 2008 Department Name: Engineering and Capital Project Department
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:

- i) 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 if 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:

CH2M HILL

(Name of Firm)

and that I have read and understand this form this 30 day of January 2008
(Day) (Month) (Year)

By R.V. Hill (SIGNATURE of Authorized Representative)

Randall J. Hartman (PRINTED name of Authorized Representative)

000032



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

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

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

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: Jan 30, 2008 Department Name: Engineering and Capital Project Department

City Project Manager: Julie Ballesteros

Name of Firm: Malcolm Pirnie, 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 if 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: 5,903,697.00

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 1st day of February 2008 (Day) (Month) (Year)

By [Signature] (SIGNATURE of Authorized Representative)

Robert J. Warren (PRINTED name of Authorized Representative)

000033

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.

CH2mHill, Inc.

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

000035

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 No..3 with CH2mHill, Inc. for various Water Projects	CH2mHill Inc.	Employee owned.

000036

OWNERSHIP INFORMATION

SUBJECT – San Diego 17 Pump Station 22 Flow Control Facility

Subject	Name of Firm	Ownership Information
Consultant Agreement for Engineering Services for San Diego 17 Pump Station 22 Flow Control Facility	Malcolm Pirnie Inc.	Bill Dee, President/CEO Dan Shevchik, CFO Jerry Frieling, Chairman (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 & Capital Projects Dept.

2. Name of Specific Consultant & Company: Malcolm Pirnie, Inc

3. Address, City, State, ZIP 1525 Faraday Avenue, Suite 290
Carlsbad, CA 92008

4. Project Title (as shown on 1472, "Request for Council Action") Consultant Amendments for Various Water
Projects

5. Consultant Duties for Project: Defined in Consultant's Scope of Work
which is limited to capitol
improvements at the Alvarado Water
Treatment Plant

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: Julli Ballesteron Assoc. Engineer
[Name/Title]*

2-25-08
[Date]

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

000038

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego, Engineering and Capital Projects Department
- 2. Name of Specific Consultant & Company: CH2M HILL
- 3. Address, City, State, ZIP: 402 W. Broadway, Suite 1450
San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): Alvarado Water Treatment Plant Upgrade and Expansion
- 5. Consultant Duties for Project: Construction Management Services for the Rehabilitation of Basin 1 and 2, Ozone Facilities, and SD17 Pump Station

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: Julu Ballesteros Assoc. Engineer 2-28-08
[Name/Title] [Date]

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

ADDITIONAL INFORMATION

SEA-001012903-05

DATE (MM/DD/YY)
05/10/07**PRODUCER**MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

15114-00124-ALL-

SDO

INSUREDCH2M HILL, INC.
402 WEST BROADWAY, SUITE 1450
SAN DIEGO, CA 92101**000040****COMPANIES AFFORDING COVERAGE**

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

TEXT

CONTINUED FROM DESCRIPTION SECTION:

LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. WORKERS' COMPENSATION INCLUDES A WAIVER OF SUBROGATION.

CERTIFICATE HOLDERCITY OF SAN DIEGO
WATER DEPARTMENT
ATTN: MOJGAN POURSADEHI
699 "B" STREET, SUITE 700, MS 907
SAN DIEGO, CA 92101

MARSH USA INC. BY

Sharon A. Hammer

Sharon A. Hammer

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-001012905-07

PRODUCER

MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

000041

15114 -00005-ALL2M- SDO

INSURED

CH2M HILL, INC.
402 WEST BROADWAY, SUITE 1450
SAN DIEGO, CA 92101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A ZURICH AMERICAN INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES: This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
A	OTHER PROFESSIONAL LIABILITY*	EOC3829621-05	05/01/07	05/01/08	\$2,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: PROJECT #169555.BB.PM.ZZ - ALVARADO WATER TREATMENT PLANT; PM: EDWIN (BOB) PRUITT.
 *FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER **CANCELLATION**

CITY OF SAN DIEGO - WATER DEPARTMENT
 ATTN: MOJGAN POURSAIDIGHI
 699 "B" STREET, SUITE 700, MS 307
 SAN DIEGO, CA 92101

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
 By: Sharon A. Hammer *Sharon A. Hammer*

MM1(3/02) VALID AS OF: 05/10/07

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

000043



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	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous*	02/01/2008 / 02/01/2009	WC7-121-092033-018	All States Except Monopolistic States	Bodily Injury By Accident
<input type="checkbox"/> Extended				\$1,000,000 Each Accident
<input checked="" type="checkbox"/> Policy Term				Bodily Injury By Disease
Workers Compensation				\$1,000,000 Policy Limit
				Bodily Injury By Disease
				\$1,000,000 Each Person
General Liability			General Aggregate-Other than Prod/Completed Operations	
<input type="checkbox"/> Claims Made			Products/Completed Operations Aggregate	
<input type="checkbox"/> Occurrence			Bodily Injury and Property Damage Liability	Per Occurrence
Retro Date			Personal and Advertising Injury	Per Person / Organization
			Other Liability	Other Liability
Automobile Liability			Each Accident - Single Limit - B. I. and P. D. Combined	
<input type="checkbox"/> Owned			Each Person	
<input type="checkbox"/> Non-Owned			Each Accident or Occurrence	
<input type="checkbox"/> Hired			Each Accident or Occurrence	

*CANCELLATION CLAUSE DOES NOT APPLY TO NON-PAYMENT OF PREMIUM.

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S
RE: Alvarado Water Treatment Plant Upgrade & Expansion Project
Waiver of Subrogation in Favor of: The City of San Diego Water Department

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office: TARRYTOWN, NY-COMM MKTS Phone: 914-332-9770

Certificate Holder:

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

Faith Keegan

FAITH KEEGAN

Authorized Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

02/14/2008

PRODUCER (908)654-0300 FAX (908)654-0332
Slapin-Lieb & Co.
 200 Sheffield Street
 Suite 104
 Mountainside, NJ 07092-2314
000045

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Malcolm Pirnie, Inc.**
 104 Corporate Park Drive
 P. O. Box 751
 White Plains, NY 10602-0751

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Commerce & Industry Ins. Co.	19410
INSURER B:	American Intn'l Specialty Lines	26883
INSURER C:		
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.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL 1633241	02/01/2008 See For If Any	02/01/2009 Attached Comments	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 1633242 (MA) CA 1633243 (AOS)	02/01/2008 See For If Any	02/01/2009 Attached Comments	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0	UMB 1633244	02/01/2008 See For If Any	02/01/2009 Attached Comments	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Alvarado Water Treatment Plant Upgrade & Expansion Project

....See attached for details.....

*Except 10 days premium non-payment.

CERTIFICATE HOLDER

City of San Diego Water Department
 Julie Ballesterous
 600 B Street
 Suite 600
 San Diego, CA 92101-4229

CANCELLATION

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 OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Rampolla Exec. V.P.

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.

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
Information required to complete this Schedule if not shown above will be shown in the Declarations	

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, but 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

1. 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
2. That portion of "your work" out of which the injury or damage arises has been put to its intended 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

000050

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
<small>When required by written contract</small>	<small>As required by written contract</small>
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>	

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".

000052

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™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2008

PRODUCER (908)654-0300 FAX (908)654-0332
Slapin-Lieb & Co.
200 Sheffield Street
Suite 104
Mountainside, NJ 07092-2314

000053

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Malcolm Pirnie Inc.
104 Corporate Park Drive
P. O. Box 751
White Plains, NY 10602-0751

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Int'l Specialty Lines	26883
INSURER B:	
INSURER C:	
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.

INSR ADD'L LTR INSRR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Prof. Liab/Contractors Pollution Liab. Ins.	2190384	02/01/2008	02/01/2009	\$10,000,000 per Claim \$10,000,000 Aggregate Including Claims Expense

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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

City of San Diego Water Department
Julie Ballesterous
600 B Street
Suite 600
San Diego, CA 92101-4229

CANCELLATION

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 OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard Rampolla Exec *Richard Rampolla*

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.

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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.

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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;

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,

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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.

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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.

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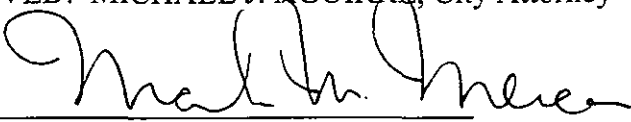
Section 11. That this activity is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15378(c). This activity is a subsequent discretionary approval covered under Negative Declaration (No. 104515, Final Report Dated November 22, 2006), San Diego 17 Pump Station/22 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

By 

Mark M. Mercer
Deputy City Attorney

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

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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:

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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

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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		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

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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.

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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.

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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: *Joseph A. Lauria*
Name: JOSEPH A. LAURIA
Title: VICE PRESIDENT
Date: FEB 5, 2008

By: *Robert J. Warren*
Name: Robert J. Warren
Title: VICE PRESIDENT
Date: Feb 6, 2008

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

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 Renovation of the Existing Flocculation/Sedimentation Basins

1. Interpret Contract Documents

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

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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

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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 contract 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.

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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 pre-test meeting
 - Facilitate discussions at a pre-test meeting to finalize specific testing plans.

- 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.

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1.4. Startup Training and Optimization Assistance

1. 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

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-by-loop 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

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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

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 quality.
- 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

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- 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

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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, camera-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. COST ESTIMATING

4.A Area 30 Cost Estimates

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- 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 MOPO Effort Associated with Construction of Area 30 - Flocc/Sed Basins 1 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. AGENCY LIAISON

6.A Area 30 - Flocc/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-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.

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- 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 Area 50 Ozone Facilities

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

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- Assist City CIP personnel with obtaining public approval of plant modifications and permit governing agencies for the existing flocculation/sedimentation basins project

Task 7. ART/EDUCATION – NOT USED

Task 8. SITE SECURITY FACILITIES – 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.

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EXHIBIT B.2
COMPENSATION SCHEDULE

Task	Description	Original Agreement plus First Amendment			Second Amendment		Total
		Earl Thomas	Phase II	Ozone	Area 30	Ozone	
		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

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

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EXHIBIT B.3
PHASE FUNDING COMPENSATION SCHEDULE

Task	Description	Area 30				Ozone				Total
		Phase 7	Phase 8	Phase 9	Total	Phase 7	Phase 8	Phase 9	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	\$ 1,349,169	\$ 3,474,169	\$ 5,183,696

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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	Classification	Rate
See Attached Exhibit C-1.2			

C2 – Schedule of Other Direct Costs

Expense Listing	Expense Listing
See Attached Schedule C-2	

C3 – Schedule of Direct Pass Through Costs

Expense Listing	Expense Listing
Labor surcharge of \$0.78 per direct labor hour for project related reproduction costs of all documents and correspondence.	Labor surcharge of \$3.65 per direct labor hour for computer-CADD costs
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	

---End of Fee Schedule---

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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

<u>Name</u>	<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

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.

000097

EXHIBIT D.2

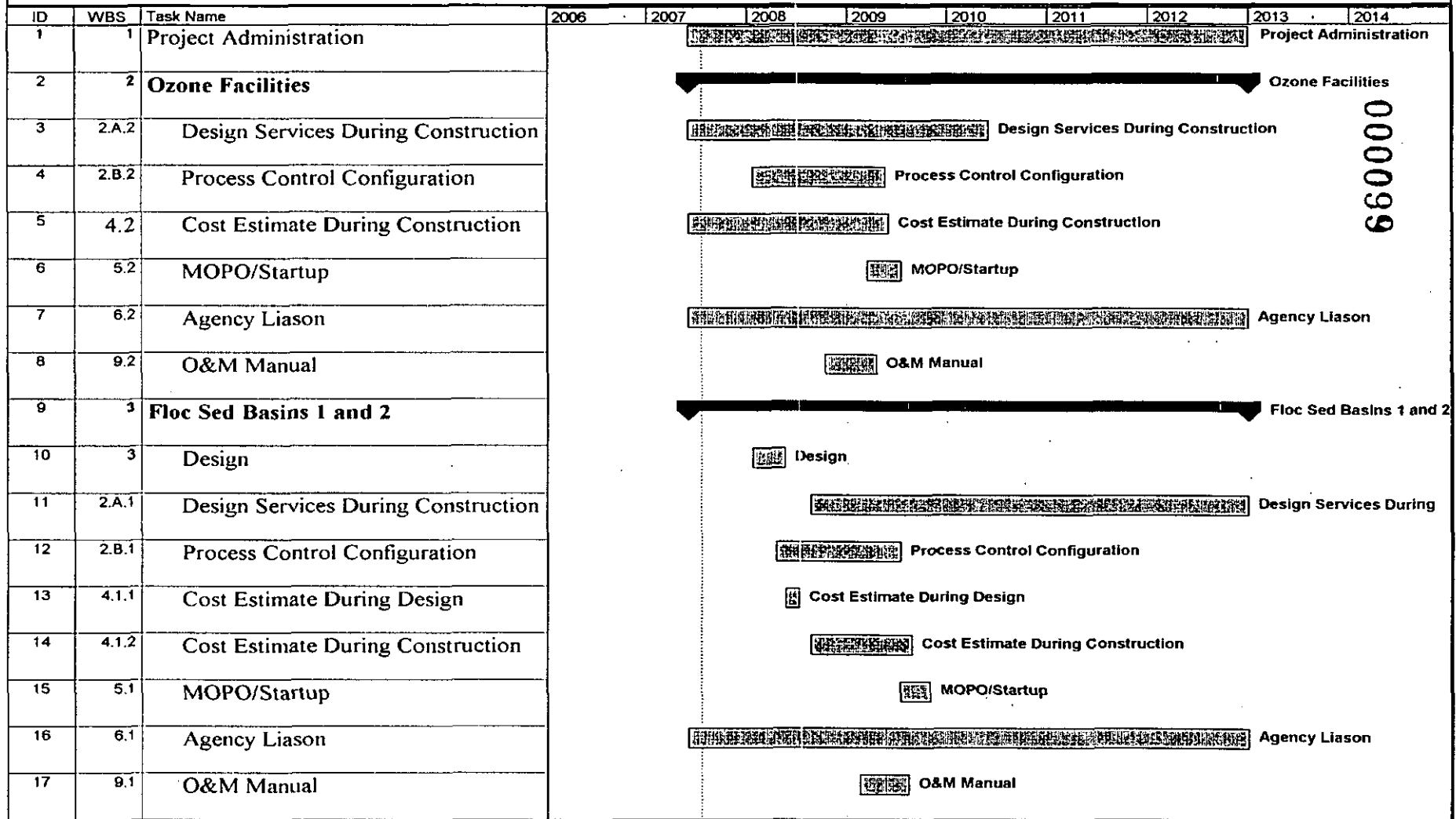
TIME SCHEDULE

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

EXHIBIT D.2-1 Time Schedule



660000

Project: Ozone_Floc Sed
Date: Tue 7/17/07

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

**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. Proposal Documents to include Disclosure of Discrimination Complaints. 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. Contract Language. 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. Work Force Report. 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. Equal Employment Opportunity Plan. 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. Subconsultant Participation Level

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. Contract Activity Reports. 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. Subconsultants List. 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. Commitment Letters. 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 fifty-one 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

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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*

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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 Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Malcolm Pirnie, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 104 Corporate Park Drive, Box 751

City White Plains County Westchester State New York Zip 10602

Telephone Number: (914) 694-2100 FAX Number: (914) 694-9286

Name of Company CEO: William Dee

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 1525 Faraday Avenue, Suite 290

City Carlsbad County San Diego State CA Zip 92008

Telephone Number: (760) 602-3800 FAX Number: (760) 602-3838

Type of Business: Consulting Type of License: Engineering

The Company has appointed: Henry Chapman

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 104 Corporate Park Drive, Box 751, White Plains, NY 10602

Telephone Number: (914) 641-2532 FAX Number: (914) 641-2802

For Firm's: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of Malcolm Pirnie, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 5th day of February, 2008.

Marc Weinberger
(Authorized Signature)

Marc Weinberger
(Print Authorized Signature Name)

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) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial	0	0	0	0	1	0	0	0	0	0	5	0		
Professional Specialty	0	0	0	0	0	0	0	0	0	0	2	0		
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		
Sales														
Administrative Support/Clerical	0	0	0	0	0	0	0	0	0	0	1	2		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

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

TOTALS EACH COLUMN	0	0	2	0	1	0	0	0	0	0	16	3		
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	--	--

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														
VOLUNTEERS														
ARTISTS														



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.¹ 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.² 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

your firm from each of the three counties.^{1,2} 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.²

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.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

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

Professional

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

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Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers

Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Attachment BB

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SUBCONSULTANTS LIST

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
- 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

Attachment CC

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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

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by _____

**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.”

5. That Section 3.6 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 four 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.

Dates	Agreement			Funding Phase	SD-17		Basins 1 & 2		Ozone	
	Basic Services	Additional Services	Cumulative Authorization		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	\$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

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 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.

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

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

6.2 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.

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

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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, INC.

By *Jeffrey W. Winters for David Ludwin*
Name David Ludwin

Title Vice President

Date 2/9/2008

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

- 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.
 - 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 to discuss status of the work and short term work activities by the 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.

- 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.

- 20 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.
- 30 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.
- 40 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.
- 50 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.

- 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

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.

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- 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.

-End of Exhibit A-3 Scope of Services-

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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 -

EXHIBIT B-3

Cost Estimate for Phase IV Ozone

EXHIBIT B-3
CH2M HILL
Construction Management
Avarado WTP, Third Amendment

SCHEDULES
Phase IV Ozone

Table with columns: Calendar Year 2008 (Jan-Dec, Subtotal), Raw Rate, Multiplier, Cont. 2008, Profit 2008, Billing Rate, Total Price. Rows include Field Labor (Senior Project Manager, Associate Engineer, etc.), Office Labor (Principal, Technical Support, Safety Specialist, etc.), and Other Expenses (EOCP Services, Special Services Allowance, etc.).

CH2MHILL

EXHIBIT B-3

Cost Estimate for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT "B" - COST ESTIMATE																		
		Calendar Year 2005																		
		Hours																		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Rate	Multi	Cost	Profit	Billing	Total
		2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	2005	
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	126	80	88	88	84	88	88	84	116	116	80	88	1,126	\$ 71.03	2.37	\$ 189,552.84	11.0%	\$ 188.86	\$ 210,404
Associate Engineer/Resident Engineer	CH2M HILL	168	160	176	176	168	176	176	168	176	176	160	176	2,056	\$ 63.31	2.37	\$ 308,512.84	11.0%	\$ 166.56	\$ 342,449
Field/Office Engineer	CH2M HILL	116	48	52	52	50	52	52	50	52	52	48	52	676	\$ 42.73	2.37	\$ 68,453.06	11.0%	\$ 112.40	\$ 75,993
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Civ./Str. Inspector II	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Civil/CWI Inspector	CH2M HILL	168	160	176	176	168	176	176	168	176	176	160	176	2,056	\$ 44.05	2.37	\$ 214,623.45	11.0%	\$ 115.87	\$ 238,232
Mechanical Inspector	CH2M HILL	168	120	132	132	126	132	132	126	86	88	80	88	1,410	\$ 44.05	2.37	\$ 147,188.26	11.0%	\$ 115.87	\$ 163,379
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Electrical/IC Inspector	CH2M HILL	168	152	168	168	160	160	116	102	108	108	100	108	1,618	\$ 43.15	2.37	\$ 165,452.95	11.0%	\$ 113.51	\$ 183,653
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	\$ 66.07	2.37	\$ -	11.0%	\$ 173.81	\$ -
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	\$ 66.07	2.37	\$ -	11.0%	\$ 173.81	\$ -
Civil Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	4	4	4	4	4	4	4	4	3	3	3	3	43	\$ 66.07	2.37	\$ 6,733.08	11.0%	\$ 173.81	\$ 7,474
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	4	4	4	4	4	4	4	3	3	3	3	3	42	\$ 66.07	2.37	\$ 6,576.50	11.0%	\$ 173.81	\$ 7,300
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	0	\$ 63.53	2.37	\$ -	11.0%	\$ 167.13	\$ -
Elect/IC Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	5	3	4	4	4	4	4	3	3	3	3	3	43	\$ 64.72	2.37	\$ 6,595.62	11.0%	\$ 170.26	\$ 7,321
Document Control/Office Administrator	Sub Lawhart	84	48	52	52	50	52	52	50	52	52	48	52	644	\$ 31.51	2.37	\$ 48,095.92	11.0%	\$ 82.90	\$ 53,388
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	\$ -	11.0%	\$ 136.85	\$ -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	4	4	4	4	1	1	1	1	1	1	1	1	24	\$ 75.03	2.37	\$ 4,267.91	11.0%	\$ 197.39	\$ 4,737
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	\$ 78.03	2.37	\$ -	11.0%	\$ 205.28	\$ -
Office Labor																				
Principal	CH2M HILL	16	16	18	18	16	16	16	16	16	16	16	16	192	\$ 72.49	2.4955	\$ 34,730.24	11.0%	\$ 200.78	\$ 38,551
Technical Support	CH2M HILL	40	10	20	10	10	10	10	10	10	10	10	10	160	\$ 69.83	2.4955	\$ 27,881.69	11.0%	\$ 193.43	\$ 39,949
Safety Specialist	CH2M HILL	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 56.86	2.4955	\$ 6,810.43	11.0%	\$ 157.49	\$ 7,560
Startup Assistance	CH2M HILL	0	40	0	0	0	0	40	0	0	0	0	0	80	\$ 160	\$ 82.13	\$ 24,805.40	11.0%	\$ 172.09	\$ 27,534
Office Administration	CH2M HILL	44	44	28	28	28	28	28	28	28	28	28	28	368	\$ 28.84	2.4955	\$ 26,486.79	11.0%	\$ 79.89	\$ 29,400
Other Services Allowance																				
EDCP Services - Winstead		Subconsultant \$ -																		
Special Services Allowance - Kleinholder		Subconsultant \$ -																		
Partnership Services		Subconsultant \$ -																		
Special Services Allowance		Subconsultant \$ -																		
Special Services Allowance - Christian Wheeler		Subconsultant \$ -																		
Special Services Allowance		Subconsultant \$ -																		
Special Services Allowance - IEM (Bejhat)		Subconsultant \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 3,000.00																		
Special Services Allowance - EMA		Subconsultant \$ -																		
CH2M HILL Service Center		\$5 50/office hour 104 114 68 58 58 58 98 58 58 58 58 138 928 \$ 5.50 \$ 5,104.00 \$ 5,104																		
Other Direct Cost		\$ 598.33 \$ 598.33 \$ 598.33 \$ 598.33 \$ 598.33 \$ 598.33 \$ 598.33 \$ 598.33 \$ 591.33 \$ 598.33 \$ 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	\$ 1,578,932



EXHIBIT B-3

Cost Estimate for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT "B" - COST ESTIMATE												Row Rate	Multiplier	Cost	Profit	Bidding Rate	Total Price		
Calendar Year 2010		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2010	2010	2010	2010	2010		
Field Labor																					
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	88	88	192	0	0	0	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	11.0%	172.06	\$ 118,376	
Field/Office Engineer	CH2M HILL	48	48	56	52	0	0	0	0	0	0	0	0	206	44.14	2.37	\$ 21,548	11.0%	116.11	\$ 23,919	
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	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%	119.70	\$ 61,284	
Mechanical Inspector	CH2M HILL	40	0	0	0	0	0	0	0	0	0	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	0	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	11.0%	117.25	\$ 24,368	
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	68.25	2.37	\$ -	11.0%	179.54	\$ -	
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	68.25	2.37	\$ -	11.0%	179.54	\$ -	
Civ/CWI Insp. OT 2.5% - Rate 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	0	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	0	0	0	65.63	2.37	\$ -	11.0%	172.64	\$ -	
Elect/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	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	\$ 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	0	0	0	0	1	77.51	2.37	\$ 184	11.0%	203.90	\$ 204	
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	80.61	2.37	\$ -	11.0%	212.05	\$ -	
Office Labor																					
Principal	CH2M HILL	6	40	40	40	40	8	0	0	0	0	0	0	174	74.88	2.4955	\$ 32,513	11.0%	207.41	\$ 36,089	
Technical Support	CH2M HILL	10	10	10	10	0	0	0	0	0	0	0	0	40	72.13	2.4955	\$ 7,200	11.0%	199.81	\$ 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	160	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	80	80	76	0	0	0	0	0	0	384	29.79	2.4955	\$ 28,550	11.0%	82.53	\$ 31,691	
Other Services Allowance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			2,4955	\$ -	11.0%	\$ -	\$ -
Other Expenses																					
EOCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - IEM (Bajhat)	Subconsultant	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000	7.5%	\$ 1,075	\$ 1,075
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
CH2M HILL Service Center	\$5.50/office hour	208	194	110	130	120	84	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,983.32	\$ -	\$ -	\$ 5,983	5.0%	\$ -	\$ 6,282	
Regular Field Hours														2,370							
Regular Office Hours														846							
OT Field Hours														21							
Total Hours														3,237							
Total Dollars																			\$ 471,144		

EXHIBIT B-3

Cost Estimate for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

EXHIBIT B-3 COST ESTIMATE													Raw Rate	Multiplier	Cost	Profit	Billing Rate	Total Price			
Calendar Year 2011													2011	2011	2011	2011	2011	2011			
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal								
Field Labor																					
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	75.80	2.37	\$ -	11.0%	199.40	\$ -	
Associate Engineer/Resident Engineer	CH2M HILL													0	67.56	2.37	\$ -	11.0%	177.74	\$ -	
Field/Office Engineer	CH2M HILL													0	45.59	2.37	\$ -	11.0%	119.94	\$ -	
Civ./Str. Inspector I	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -	
Civ./Str. Inspector II	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -	
Civil/CWI Inspector	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -	
Mechanical Inspector	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -	
In-plant inspections	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -	
Electrical/I&C Inspector	CH2M HILL													0	46.04	2.37	\$ -	11.0%	121.12	\$ -	
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70.50	2.37	\$ -	11.0%	185.47	\$ -	
Civ/Str Insp. II OT 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	CH2M HILL													0	70.50	2.37	\$ -	11.0%	185.47	\$ -	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	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	67.79	2.37	\$ -	11.0%	178.34	\$ -	
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	69.06	2.37	\$ -	11.0%	181.68	\$ -	
Document Control/Office Administrator	Sub IEM													0	33.63	2.37	\$ -	11.0%	88.46	\$ -	
Civ./Str. Inspector	Sub Lawhart													0	53.38	2.37	\$ -	11.0%	140.42	\$ -	
CWI Inspector	Sub Lawhart													0	55.51	2.37	\$ -	11.0%	146.03	\$ -	
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	80.07	2.37	\$ -	11.0%	210.63	\$ -	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	83.27	2.37	\$ -	11.0%	219.05	\$ -	
Office Labor																					
Principal	CH2M HILL													0	77.35	2.4955	\$ -	11.0%	214.25	\$ -	
Technical Support	CH2M HILL													0	74.51	2.4955	\$ -	11.0%	206.41	\$ -	
Safety Specialist	CH2M HILL													0	60.67	2.4955	\$ -	11.0%	168.06	\$ -	
Startup Assistance	CH2M HILL													0	66.29	2.4955	\$ -	11.0%	183.63	\$ -	
Office Administration	CH2M HILL													0	30.78	2.4955	\$ -	11.0%	85.25	\$ -	
Other Services Allowance														\$ -		2.4955	\$ -	11.0%	\$ -	\$ -	
Other Expenses																					
EOCP Services - Winstead	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - Kleinfelder	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Partnering Services	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - Christian Wheeler	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - IEM (Bahjat)	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - EMA	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0	5.50		\$ -		\$ -	\$ -	
Other Direct Cost														\$ -			\$ -	5.0%	\$ -	\$ -	
Regular Field Hours														0							
Regular Office Hours														0							
OT Field Hours														0							
Total Hours														0							
Total Dollars																					\$ -

000134



EXHIBIT B-3

Cost Estimate for Phase IV Ozone

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

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SCHEDULES Phase IV Ozone		EXHIBIT B- COST ESTIMATE												Total Project													
		Calendar Year 2012												Hours	Price												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2012	2012	2012	2012	2012	2012							
Field Labor																											
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	78.30	2.37	\$	-	11.0%	205.95	\$	-	3,380	\$	622,596														
Associate Engineer/Resident Engineer	CH2M HILL	0	69.79	2.37	\$	-	11.0%	183.60	\$	-	4,296	\$	711,069														
Field/Office Engineer	CH2M HILL	0	47.10	2.37	\$	-	11.0%	123.90	\$	-	2,176	\$	240,702														
Civ./Str. Inspector I	CH2M HILL	0	48.55	2.37	\$	-	11.0%	127.73	\$	-	0	\$	-														
Civ./Str. Inspector II	CH2M HILL	0	48.55	2.37	\$	-	11.0%	127.73	\$	-	1,208	\$	135,501														
Civil/CWI Inspector	CH2M HILL	0	48.55	2.37	\$	-	11.0%	127.73	\$	-	4,288	\$	492,448														
Mechanical Inspector	CH2M HILL	0	48.55	2.37	\$	-	11.0%	127.73	\$	-	1,962	\$	225,598														
In-plant inspections	CH2M HILL	0	48.55	2.37	\$	-	11.0%	127.73	\$	-	696	\$	78,070														
Electrical/I&C Inspector	CH2M HILL	0	47.58	2.37	\$	-	11.0%	125.12	\$	-	3,378	\$	378,575														
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	72.83	2.37	\$	-	11.0%	191.59	\$	-	0	\$	-														
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	72.83	2.37	\$	-	11.0%	191.59	\$	-	41	\$	6,899														
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	72.83	2.37	\$	-	11.0%	191.59	\$	-	102	\$	17,581														
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	72.83	2.37	\$	-	11.0%	191.59	\$	-	46	\$	8,018														
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	70.03	2.37	\$	-	11.0%	184.23	\$	-	17	\$	2,750														
Elect/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	71.34	2.37	\$	-	11.0%	187.68	\$	-	85	\$	14,244														
Document Control/Office Administrator	Sub IEM	0	34.74	2.37	\$	-	11.0%	91.38	\$	-	2,756	\$	224,533														
Civ./Str. Inspector	Sub Lawhart	0	55.14	2.37	\$	-	11.0%	145.06	\$	-	1,576	\$	205,413														
CWI Inspector	Sub Lawhart	0	57.34	2.37	\$	-	11.0%	150.85	\$	-	0	\$	-														
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	82.71	2.37	\$	-	11.0%	217.58	\$	-	38	\$	7,425														
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	0	86.01	2.37	\$	-	11.0%	226.28	\$	-	0	\$	-														
Office Labor																											
Principal	CH2M HILL	0	79.90	2.4955	\$	-	11.0%	221.33	\$	-	650	\$	129,841														
Technical Support	CH2M HILL	0	76.97	2.4955	\$	-	11.0%	213.22	\$	-	530	\$	100,734														
Safety Specialist	CH2M HILL	0	62.67	2.4955	\$	-	11.0%	173.60	\$	-	124	\$	19,228														
Startup Assistance	CH2M HILL	0	68.48	2.4955	\$	-	11.0%	189.69	\$	-	440	\$	76,862														
Office Administration	CH2M HILL	0	31.79	2.4955	\$	-	11.0%	88.07	\$	-	1,320	\$	105,020														
Other Services Allowance																											
														\$	2,4955	\$	-	11.0%	\$	-	\$	-					
Other Expenses																											
EOCP Services - Winstead	Subconsultant	\$	-																								
Special Services Allowance - Keinfelder	Subconsultant	\$	-																	\$	12,900						
Partnering Services	Subconsultant	\$	-																	\$	12,900						
Special Services Allowance	Subconsultant	\$	-																	\$	-						
Special Services Allowance - Christian Wheeler	Subconsultant	\$	-																	\$	69,875						
Special Services Allowance	Subconsultant	\$	-																	\$	-						
Special Services Allowance - IEM (Behjat)	Subconsultant	\$	-																	\$	7,525						
Special Services Allowance - EMA	Subconsultant	\$	-																	\$	-						
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.50	\$	-			3,064	\$	16,852				
Other Direct Cost																											
														\$	-			5.0%	\$	-	\$	-					
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

CH2M HILL

CH2M HILL, Inc.
EXHIBIT B-3 - PHASE IV OZONE

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EXHIBIT B-3

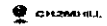
Cost Estimate for Phase III Basins 1 2

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

SCHEDULES
Phase III Rehab Flot/Sed Basins 1 & 2

EXHIBIT "B" - COST ESTIMATE														Raw Rate	Multiplier	Cost	Profit	Billing Rate	Total Price	
Calendar Year 2008																				
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2008	2008	2008	2008	2008	2008	
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	68.76	2.37 \$	-	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	0 \$	41.35	2.37 \$	-	11.0%	108.81 \$	-
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	42.64	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 \$	-
Civ./CWI Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	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	0	0	0	0	0	0	0 \$	42.64	2.37 \$	-	11.0%	112.17 \$	-
Electrical&C Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	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	0	0	0	0 \$	63.96	2.37 \$	-	11.0%	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	0	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	0 \$	63.96	2.37 \$	-	11.0%	168.26 \$	-
Mech 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 \$	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	0	0	0	0	0	0	0 \$	61.50	2.37 \$	-	11.0%	161.79 \$	-
Elec&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 \$	62.65	2.37 \$	-	11.0%	164.92 \$	-
Document Control/Office Administrator	Sub IEM	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	30.51	2.37 \$	-	11.0%	80.25 \$	-
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	0	0	0	0	0	0	0	0	0	0	0	0 \$	72.64	2.37 \$	-	11.0%	191.09 \$	-
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 \$	75.54	2.37 \$	-	11.0%	198.72 \$	-
Office Labor																				
Principal	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	70.17	2.4955 \$	-	11.0%	194.37 \$	-
Technical Support	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	67.60	2.4955 \$	-	11.0%	187.25 \$	-
Safety Specialist	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	55.04	2.4955 \$	-	11.0%	152.46 \$	-
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$		2.4955 \$	-	11.0%		\$ -
Other Expenses																				
EOCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance - IEM (Behat)	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				7.5%	\$ -	\$ -
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	5.50					\$ -
Other Direct Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$				5.0%		\$ -

Regular Field Hours 0
 Regular Office Hours 0
 OT Field Hours 0
 Total Hours 0
 Total Dollars \$



000137

EXHIBIT B-3

Cost Estimate for Phase III Basins 1 2

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

SCHEDULES
Phase III Rehab Flood Basins 1 & 2

EXHIBIT "B" - COST ESTIMATE														Raw Rate	Multiplier	Cost	Profit %	Billing Rate	Total Price	
Calendar Year 2009																				
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2009	2009	2009	2009	2009	2009	
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	16	56	60	60	58	60	58	44	44	56	60	632	\$ 71.03	2.37	\$ 106,392.00	11.0%	\$ 188.88	\$ 118,095	
Associate Engineer/Resident Engineer	CH2M HILL	0	160	176	176	168	176	176	176	176	160	176	1,888	\$ 63.31	2.37	\$ 283,303.62	11.0%	\$ 166.56	\$ 314,467	
Field/Office Engineer	CH2M HILL	0	80	87	87	84	87	87	84	87	80	87	937	\$ 42.73	2.37	\$ 94,662.42	11.0%	\$ 112.40	\$ 105,319	
Civ./Str. Inspector I	CH2M HILL	84	112	124	124	118	124	124	118	124	160	176	1,616	\$ 44.05	2.37	\$ 168,692.36	11.0%	\$ 115.87	\$ 187,249	
Civ./Str. Inspector II	CH2M HILL	0	0	0	126	126	132	132	126	132	120	132	1,158	\$ 44.05	2.37	\$ 120,882.27	11.0%	\$ 115.87	\$ 134,179	
Civ./CW Inspector	CH2M HILL	0	0	176	176	168	176	176	176	176	160	176	1,728	\$ 44.05	2.37	\$ 180,383.91	11.0%	\$ 115.87	\$ 200,226	
Mechanical Inspector	CH2M HILL	0	30	34	34	32	34	32	70	44	40	44	428	\$ 44.05	2.37	\$ 44,678.42	11.0%	\$ 115.87	\$ 49,593	
In-plant Inspections	CH2M HILL	0	0	0	60	58	60	0	0	0	0	0	178	\$ 44.05	2.37	\$ 18,581.21	11.0%	\$ 115.87	\$ 20,625	
Electrical/IC Inspector	CH2M HILL	0	0	0	0	0	0	42	44	44	40	44	214	\$ 43.15	2.37	\$ 21,893.15	11.0%	\$ 113.51	\$ 24,290	
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	2	2	3	2	2	2	2	3	3	2	3	28	\$ 66.07	2.37	\$ 4,394.33	11.0%	\$ 173.81	\$ 4,867	
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	3	2	2	2	19	\$ 66.07	2.37	\$ 2,915.08	11.0%	\$ 173.81	\$ 3,302	
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	2	3	3	3	2	3	3	3	3	27	\$ 66.07	2.37	\$ 4,227.75	11.0%	\$ 173.81	\$ 4,693	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	2	3	2	2	2	2	2	2	2	2	23	\$ 66.07	2.37	\$ 3,601.41	11.0%	\$ 173.81	\$ 3,998	
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	2	2	2	18	\$ 63.53	2.37	\$ 2,710.20	11.0%	\$ 167.13	\$ 3,008	
Elect/IC Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	2	2	2	18	\$ 64.72	2.37	\$ 2,760.98	11.0%	\$ 170.26	\$ 3,065	
Document Control/Office Administrator	Sub IEM	0	80	86	86	84	86	86	84	86	80	86	930	\$ 31.51	2.37	\$ 69,455.29	11.0%	\$ 82.90	\$ 77,095	
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	\$ 50.02	2.37	\$ -	11.0%	\$ 131.59	\$ -	
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	\$ 52.02	2.37	\$ -	11.0%	\$ 136.85	\$ -	
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	\$ 75.03	2.37	\$ -	11.0%	\$ 197.39	\$ -	
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	\$ 78.03	2.37	\$ -	11.0%	\$ 205.28	\$ -	
Office Labor																				
Principal	CH2M HILL	0	0	12	12	12	12	12	12	12	12	12	120	\$ 72.49	2.4955	\$ 21,706.40	11.0%	\$ 200.78	\$ 24,094	
Technical Support	CH2M HILL	0	0	60	40	20	10	10	20	10	10	10	200	\$ 69.83	2.4955	\$ 34,852.12	11.0%	\$ 193.43	\$ 38,588	
Safety Specialist	CH2M HILL	0	0	16	16	4	4	4	4	4	4	4	64	\$ 56.86	2.4955	\$ 9,080.57	11.0%	\$ 157.49	\$ 10,079	
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	\$ 62.13	2.4955	\$ -	11.0%	\$ 172.09	\$ -	
Office Administration	CH2M HILL	0	0	16	16	16	16	16	16	16	16	16	160	\$ 28.84	2.4955	\$ 11,516.00	11.0%	\$ 79.89	\$ 12,783	
Other Services Allowance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	11.0%		\$ -	
Other Expenses																				
EOCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%		\$ -	
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00			\$ 2,000.00	7.5%		\$ 2,150	
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%		\$ -	
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%		\$ -	
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ -	\$ -	\$ 60,000.00			\$ 60,000.00	7.5%		\$ 64,500	
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%		\$ -	
Special Services Allowance - IEM (Be/ht)	Subconsultant	\$ 250.00	\$ 250.00	\$ 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%		\$ 3,225	
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%		\$ -	
CH2M HILL Service Center	\$5.50/office hour	0	0	104	84	52	42	42	52	42	42	42	544	\$ 5.50		\$ 2,992.00			\$ 2,992	
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	\$ 7,179.96			\$ 7,179.96	5.0%		\$ 7,539	
Regular Field Hours																				
Regular Office Hours													9,709							
OT Field Hours													544							
Total Hours													133							
Total Dollars													10,388							\$ 1,420,120



EXHIBIT B-3

Cost Estimate for Phase III Basins 1 2

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

SCHEDULES
Phase III Rehab Flood/Sad Basins 1 & 2

		Calendar Year 2010												EXHIBIT B-3 COST ESTIMATE						
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Raw Rate	Multiplier	Cost	Profit	Billing Rate	Total Price
		2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010	2010
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	56	56	0	0	0	0	0	0	0	0	0	0	112	73.37	2.37	\$ 19,476	11.0%	193.03	\$ 21,619
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	0	0	0	0	0	0	0	688	85.40	2.37	\$ 106,645	11.0%	172.06	\$ 118,376
Field/Office Engineer	CH2M HILL	80	80	96	87	0	0	0	0	0	0	0	0	343	44.14	2.37	\$ 35,879	11.0%	116.11	\$ 39,826
Civ./Str. Inspector I	CH2M HILL	160	160	192	88	0	0	0	0	0	0	0	0	600	45.50	2.37	\$ 64,700	11.0%	119.70	\$ 71,817
Civ./Str. Inspector II	CH2M HILL	120	160	192	0	0	0	0	0	0	0	0	0	472	45.50	2.37	\$ 60,897	11.0%	119.70	\$ 56,496
Civ./CWI Inspector	CH2M HILL	160	160	0	0	0	0	0	0	0	0	0	0	320	45.50	2.37	\$ 34,507	11.0%	119.70	\$ 38,303
Mechanical Inspector	CH2M HILL	80	0	0	0	0	0	0	0	0	0	0	0	80	45.50	2.37	\$ 8,627	11.0%	119.70	\$ 9,576
In-plant Inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	45.50	2.37	\$ -	11.0%	119.70	\$ -
Electrical&C Inspector	CH2M HILL	40	0	0	0	0	0	0	0	0	0	0	0	40	44.57	2.37	\$ 4,225	11.0%	117.25	\$ 4,690
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	13	68.25	2.37	\$ 2,103	11.0%	179.54	\$ 2,334
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	13	68.25	2.37	\$ 2,103	11.0%	179.54	\$ 2,334
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	\$ 1,257
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	3	68.25	2.37	\$ 485	11.0%	179.54	\$ 539
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	0	65.63	2.37	\$ -	11.0%	172.64	\$ -
Elect&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	2	66.86	2.37	\$ 317	11.0%	175.88	\$ 352
Document Control/Office Administrator	Sub IEM	80	80	96	86	0	0	0	0	0	0	0	0	342	32.55	2.37	\$ 26,384	11.0%	85.63	\$ 29,287
Civ./Str. Inspector	Sub Lewhart	0	0	0	0	0	0	0	0	0	0	0	0	0	51.67	2.37	\$ -	11.0%	135.94	\$ -
CWI Inspector	Sub Lewhart	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 Lewhart	0	0	0	0	0	0	0	0	0	0	0	0	0	77.51	2.37	\$ -	11.0%	203.90	\$ -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lewhart	0	0	0	0	0	0	0	0	0	0	0	0	0	80.61	2.37	\$ -	11.0%	212.05	\$ -
Office Labor																				
Principal	CH2M HILL	12	12	12	12	0	0	0	0	0	0	0	0	48	74.88	2.4955	\$ 8,969	11.0%	207.41	\$ 8,956
Technical Support	CH2M HILL	10	10	0	0	0	0	0	0	0	0	0	0	20	72.13	2.4955	\$ 3,600	11.0%	199.81	\$ 3,996
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	100	88	0	0	0	0	0	0	0	0	0	0	188	64.18	2.4955	\$ 30,108	11.0%	177.77	\$ 33,420
Office Administration	CH2M HILL	16	16	16	16	0	0	0	0	0	0	0	0	64	29.79	2.4955	\$ 4,758	11.0%	82.53	\$ 5,282
Other Services Allowance																				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses																				
EDCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
Special Services Allowance - IEM (Bajart)	Subconsultant	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750	7.5%	\$ 806	
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -
CH2M HILL Service Center	\$5.50/office hour	142	130	28	28	0	0	0	0	0	0	0	0	328.00	5.50	\$ 1,804	\$ -	\$ -	\$ 1,804	
Other Direct Cost		\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,393.32	\$ -	\$ -	\$ 2,393	5.0%	\$ 2,513	

Regular Field Hours 2,997
 Regular Office Hours 328
 OT Field Hours 38
 Total Hours 3,363
 Total Dollars \$ 455,882

EXHIBIT B-3

Cost Estimate for Phase III Basins 1 & 2

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

SCHEDULES
Phase III Rehab Flot/Sed Basins 1 & 2

EXHIBIT "B" - COST ESTIMATE																				
Calendar Year 2011																				
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Raw Rate	Multipier	Cost	Profit	Billing Rate	Total Price	
														2011	2011	2011	2011	2011	2011	
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	75.80	2.37	\$ -	11.0%	199.40	\$ -
Associate Engineer/Resident Engineer	CH2M HILL													0	67.56	2.37	\$ -	11.0%	177.74	\$ -
Field/Office Engineer	CH2M HILL													0	45.59	2.37	\$ -	11.0%	119.94	\$ -
Civ./Str. Inspector I	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Civ./Str. Inspector II	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Civil/CWI Inspector	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Mechanical Inspector	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -
In-plant inspections	CH2M HILL													0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Electrical/I&C Inspector	CH2M HILL													0	46.04	2.37	\$ -	11.0%	121.12	\$ -
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70.50	2.37	\$ -	11.0%	185.47	\$ -
Civ/Str Insp. II OT 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	CH2M HILL													0	70.50	2.37	\$ -	11.0%	185.47	\$ -
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	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	67.79	2.37	\$ -	11.0%	178.34	\$ -
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	69.06	2.37	\$ -	11.0%	181.68	\$ -
Document Control/Office Administrator	Sub IEM													0	33.63	2.37	\$ -	11.0%	88.46	\$ -
Civ./Str. Inspector	Sub Lawhart													0	53.38	2.37	\$ -	11.0%	140.42	\$ -
CWI Inspector	Sub Lawhart													0	55.51	2.37	\$ -	11.0%	146.03	\$ -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	80.07	2.37	\$ -	11.0%	210.63	\$ -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	83.27	2.37	\$ -	11.0%	219.05	\$ -
Office Labor																				
Principal	CH2M HILL													0	77.35	2.4955	\$ -	11.0%	214.25	\$ -
Technical Support	CH2M HILL													0	74.51	2.4955	\$ -	11.0%	206.41	\$ -
Safety Specialist	CH2M HILL													0	60.67	2.4955	\$ -	11.0%	168.06	\$ -
Startup Assistance	CH2M HILL													0	66.29	2.4955	\$ -	11.0%	183.63	\$ -
Office Administration	CH2M HILL													0	30.78	2.4955	\$ -	11.0%	85.25	\$ -
Other Services Allowance														\$ -		2.4955	\$ -	11.0%	\$ -	\$ -
Other Expenses																				
ECCP Services - Winstead	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - Kleinfelder	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Partnering Services	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - Christian Wheeler	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - IEM (Bejhat)	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
Special Services Allowance - EMA	Subconsultant													\$ -		\$ -	7.5%	\$ -	\$ -	
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0	5.50	\$ -	\$ -	\$ -	\$ -	
Other Direct Cost														\$ -		\$ -	5.0%	\$ -	\$ -	
Regular Field Hours														0						
Regular Office Hours														0						
OT Field Hours														0						
Total Hours														0						
Total Dollars																				\$

000140

EXHIBIT B-3

Cost Estimate for Phase III Basins 1 & 2

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

SCHEDULES
Phase III Rehab Flot/Sed Basins 1 & 2

EXHIBIT B- COST ESTIMATE														Total Project								
Calendar Year 2012														Hours	Price							
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Raw Rate	Multiplier	Cost %	Profit	Billing Rate	Total Price	Hours	Price	
														2012	2012	2012	2012	2012	2012			
Field Labor																						
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	78.30	2.37	\$ -	11.0%	205.98 \$	-	744	\$ 139,714
Associate Engineer/Resident Engineer	CH2M HILL													0	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	48.55	2.37	\$ -	11.0%	127.73 \$	-	2,216	\$ 259,068
Civ./Str. Inspector II	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73 \$	-	1,630	\$ 190,676
Civ./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&C Inspector	CH2M HILL													0	47.56	2.37	\$ -	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 \$	-	41	\$ 7,201
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59 \$	-	32	\$ 5,636
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59 \$	-	34	\$ 5,950
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59 \$	-	26	\$ 4,536
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	70.03	2.37	\$ -	11.0%	184.23 \$	-	18	\$ 3,008
Elect&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	71.34	2.37	\$ -	11.0%	187.68 \$	-	20	\$ 3,416
Document Control/Office Administrator	Sub IEM													0	34.74	2.37	\$ -	11.0%	91.38 \$	-	1,272	\$ 106,362
Civ./Str. Inspector	Sub Lawhart													0	55.14	2.37	\$ -	11.0%	145.06 \$	-	0	\$ -
CWI Inspector	Sub Lawhart													0	57.34	2.37	\$ -	11.0%	150.85 \$	-	0	\$ -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	62.71	2.37	\$ -	11.0%	217.58 \$	-	0	\$ -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	65.01	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													0	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														\$ -		2.4955	\$ -	11.0%	\$ -	-	\$ -	\$ -
Other Expenses																						
EOCP Services - Winslead	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ 2,150
Partnering Services	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ -
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ 64,500
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ -
Special Services Allowance - IEM (Behal)	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ 4,031
Special Services Allowance - EMA	Subconsultant													\$ -			\$ -	7.5%	\$ -	-	\$ -	\$ -
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0	5.50		\$ -		\$ -	872	\$ 4,796	
Other Direct Cost														\$ -			\$ -	5.0%	\$ -	-	\$ -	\$ 10,052
Regular Field Hours																						
Regular Field Hours														0							12,706	
Regular Office Hours														0							872	
OT Field Hours														0							171	
Total Hours														0							13,749	
Total Dollars																						
Total Dollars																					\$ -	\$ 1,876,002



000141

EXHIBIT B-3

Cost Estimate for SD 17

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

SCHEDULES
SD 17

		EXHIBIT B- COST ESTIMATE												Raw Rate	Multiplier	Cost	Profit	Billing Rate	Total Price	
		Calendar Year: 2008												2008	2008	2008	2008	2008	2008	
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal						
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	38	44	82 \$	68.76	2.37 \$	13,363.05	11.0%	180.89 \$	14,833
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	38	44	82 \$	41.36	2.37 \$	8,038.22	11.0%	108.81 \$	8,922
Civ./Str. Inspector I -	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	42.64	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 \$	-
Civ./CWI Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	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	0	0	0	0	0	0	0 \$	42.64	2.37 \$	-	11.0%	112.17 \$	-
Electrical/I&C Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	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	0	0	0	0 \$	63.96	2.37 \$	-	11.0%	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	0	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	0 \$	63.96	2.37 \$	-	11.0%	168.26 \$	-
Mech 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 \$	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	0	0	0	0	0	0	0 \$	61.50	2.37 \$	-	11.0%	161.79 \$	-
Elect/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 \$	62.65	2.37 \$	-	11.0%	164.82 \$	-
Document Control/Office Administrator	Sub IEM	0	0	0	0	0	0	0	0	0	0	76	88	164 \$	30.51	2.37 \$	11,856.76	11.0%	80.26 \$	13,161
In-Plant Inspector	Sub On-Site	0	0	0	0	0	0	0	0	0	0	0	80	80 \$	44.01	2.37 \$	8,344.30	11.0%	115.70 \$	9,262
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	80	80 \$	48.42	2.37 \$	9,181.26	11.0%	127.39 \$	10,191
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0 \$	50.35	2.37 \$	-	11.0%	132.48 \$	-
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	4	4 \$	72.64	2.37 \$	688.59	11.0%	191.09 \$	764
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 \$	75.54	2.37 \$	-	11.0%	198.72 \$	-
Office Labor																				
Principal	CH2M HILL	0	0	0	0	0	0	0	0	0	0	8	8	16 \$	70.17	2.4955 \$	2,801.73	11.0%	194.37 \$	3,110
Technical Support	CH2M HILL	0	0	0	0	0	0	0	0	0	0	20	10	30 \$	67.80	2.4955 \$	5,060.81	11.0%	187.25 \$	5,618
Safety Specialist	CH2M HILL	0	0	0	0	0	0	0	0	0	0	2	2	4 \$	55.04	2.4955 \$	549.41	11.0%	152.46 \$	610
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	4	0	8 \$	60.14	2.4955 \$	-	11.0%	166.59 \$	-
Office Administration	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	4	8 \$	27.92	2.4955 \$	557.41	11.0%	77.34 \$	619
Other Services Allowance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2.4955 \$	-	11.0%	\$ -	\$ -
Other Expenses																				
EOPC Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
Special Services Allowance - IEM (Bejhat)	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 500.00	\$ -	\$ 500.00	7.5%	\$ -	\$ 538	
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7.5%	\$ -	\$ -
CH2M HILL Service Center	\$5 50/office hour	0	0	0	0	0	0	0	0	0	0	34	24	58 \$	5.50	\$ -	319.00		\$ -	319
Other Direct Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 897.50	\$ 897.50	\$ 1,795.00	\$ -	\$ 1,795.00	5.0%	\$ -	\$ 1,885	
Regular Field Hours														488						
Regular Office Hours														58						
OT Field Hours														4						
Total Hours														550						
Total Dollars																			\$	69,831



EXHIBIT B-3

Cost Estimate for SD 17

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

SCHEDULES
SD 17

		EXHIBIT "B" - COST ESTIMATE													Raw Rate	Multiplier	Cost	Prct	Billing Rate	Total Price
		Calendar Year 2006																		
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2006	2006	2006	2006	2006	2006
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	16	16	16	16	16	16	16	16	44	44	16	16	248	\$ 71.03	2.37	\$ 41,749.76	11.0%	\$ 186.86	\$ 46,341
Associate Engineer/Resident Engineer	CH2M HILL	84	180	176	176	168	176	176	168	176	176	180	176	1,972	\$ 63.31	2.37	\$ 295,908.23	11.0%	\$ 166.56	\$ 328,458
Field/Office Engineer	CH2M HILL	32	32	35	35	34	35	35	34	35	35	32	35	409	\$ 42.73	2.37	\$ 41,416.12	11.0%	\$ 112.40	\$ 45,972
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Civ./Str. Inspector II	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Civil/CWI Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Mechanical Inspector	CH2M HILL	0	10	10	10	10	10	10	10	16	44	40	44	214	\$ 44.05	2.37	\$ 22,339.21	11.0%	\$ 115.87	\$ 24,797
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 44.05	2.37	\$ -	11.0%	\$ 115.87	\$ -
Electrical/I&C Inspector	CH2M HILL	0	8	8	8	8	16	16	24	24	24	20	24	180	\$ 43.15	2.37	\$ 18,406.38	11.0%	\$ 113.51	\$ 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	0	0	0	0	0	\$ 66.07	2.37	\$ -	11.0%	\$ 173.81	\$ -
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	\$ 66.07	2.37	\$ -	11.0%	\$ 173.81	\$ -
Civil/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	\$ 66.07	2.37	\$ -	11.0%	\$ 173.81	\$ -
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	1	0	1	0	1	1	1	1	5	\$ 66.07	2.37	\$ 782.92	11.0%	\$ 173.81	\$ 869
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	0	\$ 63.53	2.37	\$ -	11.0%	\$ 167.13	\$ -
Elect/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	1	0	1	1	1	1	1	5	\$ 64.72	2.37	\$ 766.93	11.0%	\$ 170.26	\$ 851
Document Control/Office Administrator	Sub IEM	68	32	36	36	34	36	36	36	34	36	32	36	452	\$ 31.51	2.37	\$ 33,756.76	11.0%	\$ 82.90	\$ 37,470
In-Plant Inspector	Sub On-Site	168	0	0	0	0	0	0	0	0	0	0	0	168	\$ 45.46	3.37	\$ 25,738.95	11.0%	\$ 170.06	\$ 28,570
Civ./Str. Inspector	Sub Lawhart	64	-48	52	52	50	52	52	50	0	0	0	0	440	\$ 50.02	2.37	\$ 52,163.34	11.0%	\$ 131.59	\$ 57,901
CWI Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 52.02	2.37	\$ -	11.0%	\$ 136.85	\$ -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart	6	1	1	1	1	1	1	1	0	0	0	0	13	\$ 75.03	2.37	\$ 2,311.78	11.0%	\$ 197.39	\$ 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	\$ 78.03	2.37	\$ -	11.0%	\$ 205.28	\$ -
Office Labor																				
Principal	CH2M HILL	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 72.49	2.4955	\$ 17,365.12	11.0%	\$ 200.78	\$ 19,275
Technical Support	CH2M HILL	4	4	4	4	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	0	0	0	0	0	0	8	0	0	16	24	\$ 62.13	2.4955	\$ 3,720.81	11.0%	\$ 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	\$ 3,835
Other Services Allowance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		2.4955	\$ -	11.0%	\$ -	\$ -
Other Expenses																				
ECCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ 1,500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00			\$ 2,500.00	7.5%	\$ -	\$ 2,688
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - IEM (Behjat)	Subconsultant	\$ 250.00	\$ 250.00	\$ 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%	\$ -	\$ 3,225	
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	7.5%	\$ -	\$ -
CH2M HILL Service Center	\$5.50/office hour	18	18	18	38	18	18	18	18	18	18	34	260	\$ 5.50		\$ 1,430.00			\$ 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	\$ 7,179.96			\$ 7,179.96	5.0%	\$ -	\$ 7,539	
Regular Field Hours														4,083						
Regular Office Hours														259						
OT Field Hours														23						
Total Hours														4,366						
Total Dollars														\$						\$ 653,281



EXHIBIT B-3
 Cost Estimate for SD 17

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

SCHEDULES
 SD 17

EXHIBIT B-3 COST ESTIMATE														New Rate	Multiplier	Cost	Prof	Billing Rate	Total Price	
Calendar Year 2010																				
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2010	2010	2010	2010	2010	2010	
Field Labor																				
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	8	8	0	0	0	0	0	0	0	0	0	0	16	73.37	2.37	\$ 2,782	11.0%	193.03	\$ 3,088
Associate Engineer/Resident Engineer	CH2M HILL	160	160	96	0	0	0	0	0	0	0	0	0	416	65.40	2.37	\$ 64,483	11.0%	172.06	\$ 71,576
Field/Office Engineer	CH2M HILL	32	32	38	35	0	0	0	0	0	0	0	0	137	44.14	2.37	\$ 14,331	11.0%	116.11	\$ 15,907
Civ./Str. Inspector I	CH2M HILL	0	0	0	0	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	\$ -
Civ./CWI Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	45.50	2.37	\$ -	11.0%	119.70	\$ -
Mechanical Inspector	CH2M HILL	40	80	0	0	0	0	0	0	0	0	0	0	120	45.90	2.37	\$ 12,940	11.0%	119.70	\$ 14,363
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	45.50	2.37	\$ -	11.0%	119.70	\$ -
Electrical&C Inspector	CH2M HILL	20	20	0	0	0	0	0	0	0	0	0	0	40	44.57	2.37	\$ 4,225	11.0%	117.25	\$ 4,690
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	68.25	2.37	\$ -	11.0%	179.54	\$ -
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	68.25	2.37	\$ -	11.0%	179.54	\$ -
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	68.25	2.37	\$ -	11.0%	179.54	\$ -
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	68.25	2.37	\$ 485	11.0%	179.54	\$ 539
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	0	65.63	2.37	\$ -	11.0%	172.64	\$ -
Elect&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	1	1	0	0	0	0	0	0	0	0	0	0	2	66.06	2.37	\$ 317	11.0%	175.88	\$ 352
Document Control/Office Administrator	Sub IEM	32	32	38	38	0	0	0	0	0	0	0	0	138	32.55	2.37	\$ 10,646	11.0%	85.63	\$ 11,817
In-Plant Inspector	Sub On-Site	0	0	0	0	0	0	0	0	0	0	0	0	0	46.96	2.37	\$ -	11.0%	123.54	\$ -
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	0	0	51.67	2.37	\$ -	11.0%	135.04	\$ -
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	0	0	0	0	0	0	0	0	0	0	0	0	0	77.51	2.37	\$ -	11.0%	203.90	\$ -
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	80.61	2.37	\$ -	11.0%	212.65	\$ -
Office Labor																				
Principal	CH2M HILL	8	8	8	8	0	0	0	0	0	0	0	0	32	74.88	2.4955	\$ 5,979	11.0%	207.41	\$ 6,637
Technical Support	CH2M HILL	4	4	4	4	0	0	0	0	0	0	0	0	16	72.13	2.4955	\$ 2,880	11.0%	199.01	\$ 3,197
Safety Specialist	CH2M HILL	2	2	2	2	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	0	0	40	8	0	0	0	0	0	0	0	0	48	64.18	2.4955	\$ 7,687	11.0%	177.77	\$ 8,533
Office Administration	CH2M HILL	4	4	4	4	0	0	0	0	0	0	0	0	16	29.79	2.4955	\$ 1,190	11.0%	82.53	\$ 1,320
Other Services Allowance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			2.4955	\$ -	11.0%		\$ -
Other Expenses																				
EOCP Services - Winstead	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance - Kleinfelder	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Partnering Services	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance - Christian Wheeler	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance - IEM (Bejhal)	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
Special Services Allowance - EMA	Subconsultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	7.5%		\$ -
CH2M HILL Service Center	\$5.50/office hour	18	18	58	26	0	0	0	0	0	0	0	0	120.00	5.50		\$ 660			\$ 660
Other Direct Cost		\$ 598.33	\$ 598.33	\$ 598.33	\$ 598.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,393.32		\$ 2,393	5.0%		\$ 2,513
Regular Field Hours														867						
Regular Office Hours														120						
OT Field Hours														5						
Total Hours														992						
Total Dollars																				\$ 148,495

000144

EXHIBIT B-3
Cost Estimate for SD 17

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

SCHEDULES
SD 17

EXHIBIT B-COST ESTIMATE													Raw Rate	Multiplier	Cost / Hr	Profit	Billing Rate	Total Price	
Calendar Year 2011													2011	2011	2011	2011	2011	2011	
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal						
Field Labor																			
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL												0	75.80	2.37	\$ -	11.0%	199.40	\$ -
Associate Engineer/Resident Engineer	CH2M HILL												0	67.56	2.37	\$ -	11.0%	177.74	\$ -
Field/Office Engineer	CH2M HILL												0	45.59	2.37	\$ -	11.0%	119.94	\$ -
Civ./Str. Inspector I	CH2M HILL												0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Civ./Str. Inspector II	CH2M HILL												0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Civil/CWI Inspector	CH2M HILL												0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Mechanical Inspector	CH2M HILL												0	47.00	2.37	\$ -	11.0%	123.65	\$ -
In-plant inspections	CH2M HILL												0	47.00	2.37	\$ -	11.0%	123.65	\$ -
Electrical/M&C Inspector	CH2M HILL												0	46.04	2.37	\$ -	11.0%	121.12	\$ -
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	70.50	2.37	\$ -	11.0%	185.47	\$ -
Civ/Str Insp. II OT 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	CH2M HILL												0	70.50	2.37	\$ -	11.0%	185.47	\$ -
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	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	67.79	2.37	\$ -	11.0%	178.34	\$ -
Elect/M&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	69.06	2.37	\$ -	11.0%	181.68	\$ -
Document Control/Office Administrator	Sub IEM												0	33.63	2.37	\$ -	11.0%	88.46	\$ -
In-Plant Inspector	Sub On-Site												0	48.51	2.37	\$ -	11.0%	127.62	\$ -
Civ./Str. Inspector	Sub Lawhart												0	53.38	2.37	\$ -	11.0%	140.42	\$ -
CWI Inspector	Sub Lawhart												0	55.51	2.37	\$ -	11.0%	146.03	\$ -
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart												0	80.07	2.37	\$ -	11.0%	210.63	\$ -
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart												0	83.27	2.37	\$ -	11.0%	219.05	\$ -
Office Labor																			
Principal	CH2M HILL												0	77.35	2.4955	\$ -	11.0%	214.25	\$ -
Technical Support	CH2M HILL												0	74.51	2.4955	\$ -	11.0%	206.41	\$ -
Safety Specialist	CH2M HILL												0	60.67	2.4955	\$ -	11.0%	168.06	\$ -
Startup Assistance	CH2M HILL												0	66.29	2.4955	\$ -	11.0%	183.63	\$ -
Office Administration	CH2M HILL												0	30.78	2.4955	\$ -	11.0%	85.25	\$ -
Other Services Allowance													\$ -		2.4955	\$ -	11.0%	\$ -	\$ -
Other Expenses																			
EOCP Services - Winstead	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Kleinfelder	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Partnering Services	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - Christian Wheeler	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - IEM (Bejhat)	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
Special Services Allowance - EMA	Subconsultant												\$ -			\$ -	7.5%	\$ -	\$ -
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	5.50		\$ -		\$ -	\$ -
Other Direct Cost													\$ -			\$ -	5.0%	\$ -	\$ -
Regular Field Hours													0						
Regular Office Hours													0						
OT Field Hours													0						
Total Hours													0						
Total Dollars																			\$ -

000145

EXHIBIT B-3
Cost Estimate for SD 17

EXHIBIT B-3
CH2M HILL
Construction Management
Alvaredo WTP, Third Amendment

SCHEDULES
SD 17

EXHIBIT "B" - COST ESTIMATE														Total Project									
Calendar Year 2012														Hours	Price								
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	2012	2012								
Field Labor																							
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	78.30	2.37	\$ -	11.0%	205.98	\$ -	346	\$ 64,263	
Associate Engineer/Resident Engineer	CH2M HILL													0	69.79	2.37	\$ -	11.0%	183.60	\$ -	2,388	\$ 400,034	
Field/Office Engineer	CH2M HILL													0	47.10	2.37	\$ -	11.0%	123.90	\$ -	628	\$ 70,801	
Civ./Sr. Inspector I	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73	\$ -	0	\$ -	
Civ./Sr. Inspector II	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73	\$ -	0	\$ -	
Civ/CWI Inspector	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73	\$ -	0	\$ -	
Mechanical Inspector	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73	\$ -	334	\$ 39,160	
In-plant inspections	CH2M HILL													0	48.55	2.37	\$ -	11.0%	127.73	\$ -	0	\$ -	
Electrical/W&C Inspector	CH2M HILL													0	47.56	2.37	\$ -	11.0%	125.12	\$ -	220	\$ 25,121	
Civ/Sr Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59	\$ -	0	\$ -	
Civ/Sr Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59	\$ -	0	\$ -	
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	72.83	2.37	\$ -	11.0%	191.59	\$ -	0	\$ -	
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% - Rate is 1.5x regular Rate	CH2M HILL													0	70.03	2.37	\$ -	11.0%	184.23	\$ -	0	\$ -	
Elect&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	71.34	2.37	\$ -	11.0%	187.68	\$ -	7	\$ 1,203	
Document Control/Office Administrator	Sub IEM													0	34.74	2.37	\$ -	11.0%	91.38	\$ -	754	\$ 62,448	
In-Plant Inspector	Sub On-Site													0	50.11	2.37	\$ -	11.0%	131.83	\$ -	248	\$ 37,832	
Civ./Sr. Inspector	Sub Lawhart													0	55.14	2.37	\$ -	11.0%	145.06	\$ -	520	\$ 68,093	
CWI Inspector	Sub Lawhart													0	57.34	2.37	\$ -	11.0%	150.85	\$ -	0	\$ -	
Civ/Sr Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	82.71	2.37	\$ -	11.0%	217.58	\$ -	17	\$ 3,330	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	86.01	2.37	\$ -	11.0%	226.28	\$ -	0	\$ -	
Office Labor																							
Principal	CH2M HILL													0	79.90	2.4955	\$ -	11.0%	221.33	\$ -	144	\$ 29,022	
Technical Support	CH2M HILL													0	76.97	2.4955	\$ -	11.0%	213.22	\$ -	114	\$ 21,968	
Safety Specialist	CH2M HILL													0	62.67	2.4955	\$ -	11.0%	173.60	\$ -	36	\$ 5,691	
Startup Assistance	CH2M HILL													0	68.48	2.4955	\$ -	11.0%	189.69	\$ -	72	\$ 12,663	
Office Administration	CH2M HILL													0	31.79	2.4955	\$ -	11.0%	88.07	\$ -	72	\$ 5,774	
Other Services Allowance														\$ -			2,4955	\$ -	11.0%	\$ -	\$ -	\$ -	\$ -
Other Expenses																							
EOCP Services - Winstead	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
Special Services Allowance - Kleinfelder	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ 2,688	
Partnership Services	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
Special Services Allowance - Christian Wheeler	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
Special Services Allowance	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
Special Services Allowance - IEM (Behal)	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ 3,763	
Special Services Allowance - EMA	Subconsultant													\$ -			\$ -	7.5%	\$ -	\$ -	\$ -	\$ -	
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0	5.50	\$ -	\$ -	\$ -	\$ -	438	\$ 2,409		
Other Direct Cost														\$ -			\$ -	50%	\$ -	\$ -	\$ -	\$ 11,937	
Regular Field Hours														0									
Regular Office Hours														0									
OT Field Hours														0									
Total Hours														0									
Total Dollars															\$ -								
																					5,438	\$ -	
																					438	\$ -	
																					32	\$ -	
																					5,908	\$ 869,607	

CH2M HILL

CH2M HILL, Inc.
Exhibit B-3 Cost Estimate

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.

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

Multiplier Chart	Raw	Multi	11% 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	

Classification	Rate

C-3.2 Schedule of Other Direct Costs

Expense Listing
See Exhibit C-3.2

Expense Listing

C-3.3 Schedule of Direct Pass Through Costs

Expense Listing
See Exhibit C-3.3

Expense Listing

- End of Schedules -

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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
Individual		\$/hr (1)
John David Harrison		\$ 68.76
SDO Senior Professional		\$ 61.29
SDO Junior Professional		\$ 41.36
SDO Mid Professional		\$ 42.64
SDO Mid Professional		\$ 63.96
SDO Mid Professional		\$ 42.64
SDO Mid Professional		\$ 63.96
SDO Mid Professional		\$ 42.64
SDO Mid Professional		\$ 63.96
Doug Kelley		\$ 41.77
Doug Kelley		\$ 62.65
SDO Mid Professional		\$ 42.64
SDO Mid Professional		\$ 61.50
SDO Mid Professional		\$ 42.64
SDO Mid Professional		\$ 63.96
CH2M HILL Office Labor		Base Labor Rate
Individual		\$/hr (1)
Randall J. Hartman		\$ 70.17
SDO Senior Technician		\$ 67.60
SDO Senior Professional		\$ 55.04
SDO Senior Professional		\$ 60.14
Leanne Taylor		\$ 27.92
Dena Molsee		\$ 17.43

Classification	Hourly Billing Rate
	M=2.63
Senior Project Manager/Construction Manager/Sr. Engineer	\$ 180.89
Associate Engineer/Resident Engineer	\$ 161.24
Field/Office Engineer	\$ 108.81
Civ./Str. Inspector I	\$ 112.17
Civ/Str Insp. I Overtime Rate is 1.5x regular Rate	\$ 168.26
Civ/Str. Inspector II	\$ 112.17
Civ/Str Insp. II Overtime Rate is 1.5x regular Rate	\$ 168.26
Civ/CWI Inspector	\$ 112.17
Civ/CWI Insp. Overtime Rate is 1.5x regular Rate	\$ 168.26
Electrical/I&C Inspector	\$ 109.88
Elec/I&C Insp. Overtime Rate is 1.5x regular Rate	\$ 164.82
In-plant inspections	\$ 112.17
In-Plant Insp. Overtime Rate is 1.5x regular Rate	\$ 161.79
Mechanical Inspector	\$ 112.17
Mech Insp. Overtime Rate is 1.5x regular Rate	\$ 168.26
Classification	Hourly Billing Rate
	M=2.77
Principal	\$ 194.37
Technical Support	\$ 187.25
Safety Specialist	\$ 152.46
Startup Assistance	\$ 166.59
Office Administration/Contracts/Procurement	\$ 77.34
Senior Admin/Accounting	\$ 48.28

Notes:

- ¹ 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.
- ⁴ 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 (1)	Quantity	Unit	Unit Cost	Expense
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					
Cell Phones/Radios and Service	30	1	Months	\$ 750	\$ 22,500
Transportation					
Travel for Specialists	30	1	Months	\$ 125	\$ 3,750
Travel for Safety Person	30	1	Months	\$ 45	\$ 1,350
Expenses					
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 ⁽²⁾	30	1	Months	\$ 802	\$ 24,057
Contingency (Field)	30	1	Months	\$ 200	\$ 6,000
Contingency (Office)	30	1	Months	\$ 75	\$ 2,250
Total Other Direct Expenses					\$ 77,907
Total with Other Direct Expense 5% Markup					\$ 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 -

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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, Computers and reproduction costs.	Not to exceed \$5.50 per office labor hour
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 -

EXHIBIT D-3

Time Schedule for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT D- TIME SCHEDULE												
Calendar Year 2006		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	80	168	168	176	176	168	176	168	176	184	114	132	1,885
Associate Engineer/Resident Engineer	CH2M HILL	0	0	0	176	176	168	176	168	176	184	152	176	1,552
Field/Office Engineer	CH2M HILL	0	0	0	0	176	168	176	168	176	184	114	132	1,294
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	168	176	176	168	176	168	176	0	0	0	1,208
Civ/CWI Inspector	CH2M HILL	0	0	168	176	176	168	176	168	176	184	152	176	1,720
Mechanical Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	184	152	176	512
In-Plant Inspections	CH2M HILL	0	0	0	176	176	168	176	0	0	0	0	0	696
Electrical/M&C Inspector	CH2M HILL	0	0	0	176	176	168	176	168	176	184	152	176	1,552
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 regular Rate	CH2M HILL	0	0	4	4	4	4	4	4	4	5	4	4	41
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	4	5	5	4	5	4	4	4	4	4	43
Mech 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
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	4	4	5	4	0	0	0	0	0	17
Electrical Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	5	5	4	5	5	5	5	3	5	42
Document Control/Office Administrator	Sub IEM	80	168	168	176	176	168	176	168	176	184	76	88	1,804
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	184	152	176	512
CWI Inspector	Sub Lawhart	0	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	0	0	0	0	0	0	0	5	4	4	13
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	40	40	40	40	16	16	16	16	16	16	14	14	284
Technical Support	CH2M HILL	0	40	80	80	40	10	10	20	10	10	20	10	330
Safety Specialist	CH2M HILL	0	0	16	16	8	4	4	4	4	4	4	4	68
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	40	0	0	40
Office Administration	CH2M HILL	48	48	48	48	48	48	48	48	48	48	44	44	568
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 (Behat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5.50/office hour	88	128	164	164	112	78	78	88	78	118	82	72	1,290
Other Direct Cost														
Regular Field Hours														12,736
Regular Office Hours														1,290
OT Field Hours														156
Total Hours														14,182

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EXHIBIT D-3

Time Schedule for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT D-3 TIME SCHEDULE												
		Calendar Year 2005												
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	126	80	88	85	84	88	88	84	116	116	80	88	1,126
Associate Engineer/Resident Engineer	CH2M HILL	168	160	176	176	168	176	176	168	176	176	160	176	2,056
Field/Office Engineer	CH2M HILL	116	48	52	52	50	52	50	52	52	48	52	48	676
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	0	0	0	0	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	86	88	80	88	1,410
In-plant Inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
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	0	0	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	4	4	4	4	3	4	4	4	3	3	3	3	43
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	4	4	4	4	4	4	3	3	3	3	3	3	42
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	0
Elect&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	5	3	4	4	4	4	3	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 Lawhart	168	160	176	176	42	44	44	42	44	44	40	44	1,024
CWI Inspector	Sub Lawhart	0	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	4	4	4	4	1	1	1	1	1	1	1	1	24
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	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	4	4	4	4	4	4	48
Startup Assistance	CH2M HILL	0	40	0	0	0	0	40	0	0	0	0	0	80
Office Administration	CH2M HILL	44	44	28	28	28	28	28	28	28	28	28	28	368
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 (Bajhat)	Subconsultant													
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5.50/office hour	104	114	68	58	58	58	98	58	58	58	58	138	928
Other Direct Cost														
Regular Field Hours													10,810	
Regular Office Hours													928	
OT Field Hours													152	
Total Hours													11,690	

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EXHIBIT D-3

Time Schedule for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT "D" - TIME SCHEDULE													
Calendar Year 2010		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	
Field Labor															
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	88	88	192	0	0	0	0	0	0	0	0	0	368	
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	0	0	0	0	0	0	0	688	
Field/Office Engineer	CH2M HILL	48	48	58	52	0	0	0	0	0	0	0	0	206	
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	0	0	0	0	0	0	
Civ./CWI Inspector	CH2M HILL	160	160	192	0	0	0	0	0	0	0	0	0	512	
Mechanical Inspector	CH2M HILL	40	0	0	0	0	0	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&C Inspector	CH2M HILL	100	28	80	0	0	0	0	0	0	0	0	0	208	
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/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	4	5	7	0	0	0	0	0	0	0	0	0	16	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	4	0	0	0	0	0	0	0	0	0	0	0	4	
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	0	
Elect&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	48	48	58	52	50	52	0	0	0	0	0	0	308	
Civ./Str. Inspector	Sub Lawhart	40	0	0	0	0	0	0	0	0	0	0	0	40	
CWI Inspector	Sub Lawhart	0	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	1	0	0	0	0	0	0	0	0	0	0	0	1	
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	6	40	40	40	40	8	0	0	0	0	0	0	174	
Technical Support	CH2M HILL	10	10	10	10	0	0	0	0	0	0	0	0	40	
Safety Specialist	CH2M HILL	4	4	0	0	0	0	0	0	0	0	0	0	8	
Startup Assistance	CH2M HILL	160	80	0	0	0	0	0	0	0	0	0	0	240	
Office Administration	CH2M HILL	28	60	60	80	80	76	0	0	0	0	0	0	384	
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 (Bahjat)	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	0	848.00	
Other Direct Cost															
Regular Field Hours														2,370	
Regular Office Hours														848	
OT Field Hours														21	
Total Hours														3,237	

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EXHIBIT D-3

Time Schedule for Phase IV Ozone

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

SCHEDULES
Phase IV Ozone

		EXHIBIT D- TIME SCHEDULE												
		Calendar Year 2011												
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0
Associate Engineer/Resident Engineer	CH2M HILL													0
Field/Office Engineer	CH2M HILL													0
Civ./Str. Inspector I	CH2M HILL													0
Civ./Str. Inspector II	CH2M HILL													0
Civ./CWI Inspector	CH2M HILL													0
Mechanical Inspector	CH2M HILL													0
In-plant inspections	CH2M HILL													0
Electrical/IC Inspector	CH2M HILL													0
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													0
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/IC Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0
Document Control/Office Administrator	Sub IEM													0
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
Technical Support	CH2M HILL													0
Safety Specialist	CH2M HILL													0
Startup Assistance	CH2M HILL													0
Office Administration	CH2M HILL													0
Other Services Allowance														0
Other Expenses														
EOCP Services - Winstead	Subconsultant													0
Special Services Allowance - Kleinfelder	Subconsultant													0
Partnering Services	Subconsultant													0
Special Services Allowance	Subconsultant													0
Special Services Allowance - Christian Wheeler	Subconsultant													0
Special Services Allowance	Subconsultant													0
Special Services Allowance - IEM (Bejhat)	Subconsultant													0
Special Services Allowance - EMA	Subconsultant													0
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Direct Cost														0
Regular Field Hours														0
Regular Office Hours														0
OT Field Hours														0
Total Hours														0

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EXHIBIT D-3

Time Schedule for Phase IV Ozone

EXHIBIT D-3
CH2M HILL
Construction Management
Alvarado WTP; Trsd Amendment

SCHEDULES
Phase IV Ozone

		EXHIBIT D- TIME SCHEDULE												Total Project		
		Calendar Year 2012												Hours		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal		
Field Labor																
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	3,380	
Associate Engineer/Resident Engineer	CH2M HILL													0	4,296	
Field/Office Engineer	CH2M HILL													0	2,176	
Civ./Str. Inspector I	CH2M HILL													0	0	
Civ./Str. Inspector II	CH2M HILL													0	1,208	
Civ/CWI Inspector	CH2M HILL													0	4,288	
Mechanical Inspector	CH2M HILL													0	1,962	
In-plant inspections	CH2M HILL													0	696	
Electrical/IRC Inspector	CH2M HILL													0	3,378	
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	0	
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	41	
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	102	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	46	
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	17	
Elec/IRC Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	85	
Document Control/Office Administrator	Sub IEM													0	2,756	
Civ./Str. Inspector	Sub Lawhart													0	1,576	
CWI Inspector	Sub Lawhart													0	0	
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	38	
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	0	
Office Labor																
Principal	CH2M HILL													0	650	
Technical Support	CH2M HILL													0	530	
Safety Specialist	CH2M HILL													0	124	
Startup Assistance	CH2M HILL													0	440	
Office Administration	CH2M HILL													0	1,320	
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 hour	0	0	0	0	0	0	0	0	0	0	0	0	0	3,064	
Other Direct Cost																
Summary																
Regular Field Hours														0	25,716	
Regular Office Hours														0	3,064	
OT Field Hours														0	329	
Total Hours														0	29,109	

000156



EXHIBIT D-3

Time Schedule for Phase III Basins 1 & 2

000157

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

SCHEDULES
Phase III Rehab Flood/Sed Basins 1 & 2

EXHIBIT "D" - TIME SCHEDULE														
Calendar Year 2008														
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	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	
Field/Office Engineer	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
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	0	0	0	0	0	0	0	0	0	0	
Civil/CWI Inspector	CH2M HILL	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	0	0	
In-plant inspections	CH2M HILL	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	
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	
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	
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	
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	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	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	0	0	0	0	
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	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	
Office Labor														
Principal	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Technical Support	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Safety Specialist	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Office Administration	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	
Other Services Allowance														
Other Expenses														
EOPC 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 hour	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	



EXHIBIT D-3

Time Schedule for Phase III Basins 1 & 2

000158

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

SCHEDULES
Phase III Rehab Flod/Sed Basins 1 & 2

		EXHIBIT "D"- TIME SCHEDULE												
Calendar Year 2009		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
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	0	80	87	87	84	87	87	84	87	87	80	87	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
Civ./CWI Inspector	CH2M HILL	0	0	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	0	0	0	60	58	60	0	0	0	0	0	0	178
Electrical/I&C Inspector	CH2M HILL	0	0	0	0	0	0	0	42	44	40	44	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. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	3	2	2	2	19
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	2	3	3	3	2	2	3	3	3	3	27
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	2	3	2	2	2	2	2	2	2	2	2	23
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	2	2	2	2	18
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	2	2	2	2	2	2	2	2	2	18
Document Control/Office Administrator	Sub IEM	0	80	86	86	84	86	86	84	86	86	80	86	930
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	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	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	0	0	12	12	12	12	12	12	12	12	12	12	120
Technical Support	CH2M HILL	0	0	60	40	20	10	10	20	10	10	10	10	200
Safety Specialist	CH2M HILL	0	0	16	16	4	4	4	4	4	4	4	4	64
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Administration	CH2M HILL	0	0	16	16	16	16	16	16	16	16	16	16	160
Other Services Allowance														
Other Expenses														
EOPC 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 hour	0	0	104	84	52	42	42	52	42	42	42	42	544
Other Direct Cost														
Regular Field Hours														9,709
Regular Office Hours														544
OT Field Hours														133
Total Hours														10,386



EXHIBIT D-3

Time Schedule for Phase III Basins 1 & 2

000159

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

SCHEDULES
Phase III Rehab Flocc/Sed Basins 1 & 2

		EXHIBIT "D"- TIME SCHEDULE												
Calendar Year 2010														
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	56	56	0	0	0	0	0	0	0	0	0	0	112
Associate Engineer/Resident Engineer	CH2M HILL	160	160	192	176	0	0	0	0	0	0	0	0	688
Field/Office Engineer	CH2M HILL	80	80	96	87	0	0	0	0	0	0	0	0	343
Civ./Str. Inspector I	CH2M HILL	160	160	192	88	0	0	0	0	0	0	0	0	600
Civ./Str. Inspector II	CH2M HILL	120	160	192	0	0	0	0	0	0	0	0	0	472
Civil/CWI Inspector	CH2M HILL	160	160	0	0	0	0	0	0	0	0	0	0	320
Mechanical Inspector	CH2M HILL	80	0	0	0	0	0	0	0	0	0	0	0	80
In-plant inspections	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical/I&C Inspector	CH2M HILL	40	0	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	3	4	5	1	0	0	0	0	0	0	0	0	13
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	13
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
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	3
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	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	2
Document Control/Office Administrator	Sub IEM	80	80	96	86	0	0	0	0	0	0	0	0	342
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	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	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	12	12	12	12	0	0	0	0	0	0	0	0	48
Technical Support	CH2M HILL	10	10	0	0	0	0	0	0	0	0	0	0	20
Safety Specialist	CH2M HILL	4	4	0	0	0	0	0	0	0	0	0	0	8
Startup Assistance	CH2M HILL	100	88	0	0	0	0	0	0	0	0	0	0	188
Office Administration	CH2M HILL	16	16	16	16	0	0	0	0	0	0	0	0	64
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 hour	142	130	28	28	0	0	0	0	0	0	0	0	328.00
Other Direct Cost														
Regular Field Hours														2,997
Regular Office Hours														328
OT Field Hours														38
Total Hours														3,363



EXHIBIT D-3

Time Schedule for Phase III Basins 1 & 2

000160

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

SCHEDULES
Phase III Rehab Flocc/Sed Basins 1 & 2

EXHIBIT "D" - TIME SCHEDULE													
Calendar Year 2011													
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal

Field Labor													
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL												0
Associate Engineer/Resident Engineer	CH2M HILL												0
Field/Office Engineer	CH2M HILL												0
Civ./Str. Inspector I	CH2M HILL												0
Civ./Str. Inspector II	CH2M HILL												0
Civil/CWI Inspector	CH2M HILL												0
Mechanical Inspector	CH2M HILL												0
In-plant inspections	CH2M HILL												0
Electrical/I&C Inspector	CH2M HILL												0
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												0
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
Elect/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0
Document Control/Office Administrator	Sub IEM												0
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
Technical Support	CH2M HILL												0
Safety Specialist	CH2M HILL												0
Startup Assistance	CH2M HILL												0
Office Administration	CH2M HILL												0
Other Services Allowance													
Other Expenses													
EOCP Services - Winstead	Subconsultant												0
Special Services Allowance - Kleinfelder	Subconsultant												0
Partnering Services	Subconsultant												0
Special Services Allowance	Subconsultant												0
Special Services Allowance - Christian Wheeler	Subconsultant												0
Special Services Allowance	Subconsultant												0
Special Services Allowance - IEM (Bejhat)	Subconsultant												0
Special Services Allowance - EMA	Subconsultant												0
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0
Other Direct Cost													
Regular Field Hours													
Regular Office Hours													
OT Field Hours													
Total Hours													



EXHIBIT D-3

Time Schedule for Phase III Basins 1 & 2

000161

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

SCHEDULES
Phase III Rehab Flocc/Sed Basins 1 & 2

		EXHIBIT "D" - TIME SCHEDULE												Total Project	
		Calendar Year 2012												Hours	
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	
Field Labor															
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0	744
Associate Engineer/Resident Engineer	CH2M HILL													0	2,576
Field/Office Engineer	CH2M HILL													0	1,280
Civ./Str. Inspector I	CH2M HILL													0	2,216
Civ./Str. Inspector II	CH2M HILL													0	1,630
Civil/CWI Inspector	CH2M HILL													0	2,048
Mechanical Inspector	CH2M HILL													0	508
In-plant inspections	CH2M HILL													0	178
Electrical/I&C Inspector	CH2M HILL													0	254
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	41
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	32
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	34
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	26
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	18
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL													0	20
Document Control/Office Administrator	Sub IEM													0	1,272
Civ./Str. Inspector	Sub Lawhart													0	0
CWI Inspector	Sub Lawhart													0	0
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	0
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart													0	0
Office Labor															
Principal	CH2M HILL													0	168
Technical Support	CH2M HILL													0	220
Safety Specialist	CH2M HILL													0	72
Startup Assistance	CH2M HILL													0	188
Office Administration	CH2M HILL													0	224
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 (Bejhal)	Subconsultant														
Special Services Allowance - EMA	Subconsultant														
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	0	0	872	
Other Direct Cost															
Regular Field Hours														0	12,708
Regular Office Hours														0	872
OT Field Hours														0	171
Total Hours														0	13,749



EXHIBIT D-3

Time Schedule for SD 17

000162

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

SCHEDULES
SD 17

		EXHIBIT "D" - TIME SCHEDULE												
Calendar Year 2008		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	0	0	0	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	0	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	0	0	0	0	0	0	0	0	0	0	0	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	0	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	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	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	0	0	76	88	164
In-Plant Inspector	Sub On-Site	0	0	0	0	0	0	0	0	0	0	0	80	80
Civ./Str. Inspector	Sub Lawhart	0	0	0	0	0	0	0	0	0	0	0	80	80
CWI Inspector	Sub Lawhart	0	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	0	0	0	0	0	0	0	0	0	4	4
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	0	0	0	0	0	0	0	0	0	0	8	8	16
Technical Support	CH2M HILL	0	0	0	0	0	0	0	0	0	0	20	10	30
Safety Specialist	CH2M HILL	0	0	0	0	0	0	0	0	0	0	2	2	4
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Administration	CH2M HILL	0	0	0	0	0	0	0	0	0	0	4	4	8
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 (Bejhal)	Subconsultant													
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5.50/office hour	0	0	0	0	0	0	0	0	0	0	34	24	58
Other Direct Cost														
Regular Field Hours														488
Regular Office Hours														58
OT Field Hours														4
Total Hours														550



EXHIBIT D-3

Time Schedule for SD 17

000163

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

SCHEDULES
SD 17

EXHIBIT "D"- TIME SCHEDULE														
Calendar Year 2009														
Hours		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Field Labor														
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	0	0	0	0	0	0	0	0	0	0	0
Civ./Str. Inspector II	CH2M HILL	0	0	0	0	0	0	0	0	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	0	10	10	10	10	10	10	10	16	44	40	44	214
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	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	0	0	0	0	0	0	0	0	0	0	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	1	0	1	0	1	1	1	5
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	0
Elec/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL	0	0	0	0	0	0	1	0	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	0	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	0	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	6	1	1	1	1	1	1	1	0	0	0	0	13
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	8	8	8	8	8	8	8	8	96
Technical Support	CH2M HILL	4	4	4	24	4	4	4	4	4	4	4	4	68
Safety Specialist	CH2M HILL	2	2	2	2	2	2	2	2	2	2	2	2	24
Startup Assistance	CH2M HILL	0	0	0	0	0	0	0	0	8	0	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														
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 (Bejhal)	Subconsultant													
Special Services Allowance - EMA	Subconsultant													
CH2M HILL Service Center	\$5.50/office hour	18	18	18	38	18	18	18	18	26	18	18	34	260
Other Direct Cost														
Regular Field Hours													4,083	
Regular Office Hours													260	
OT Field Hours													23	
Total Hours													4,366	

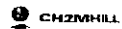


EXHIBIT D-3

Time Schedule for SD 17

000164

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

SCHEDULES
SD 17

		EXHIBIT "D" - TIME SCHEDULE												
Calendar Year 2010		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Hours														
Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL	8	8	0	0	0	0	0	0	0	0	0	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
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	0	0	0	0	0	0
Civil/CWI Inspector	CH2M HILL	0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanical Inspectors	CH2M HILL	40	80	0	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 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	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	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	1	1	0	0	0	0	0	0	0	0	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	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	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													
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	0	0	120
Other Direct Cost														
Regular Field Hours														867
Regular Office Hours														120
OT Field Hours														5
Total Hours														992



EXHIBIT D-3

Time Schedule for SD 17

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

SCHEDULES
SD 17

EXHIBIT "D" - TIME SCHEDULE													
Calendar Year 2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal

Field Labor		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL													0
Associate Engineer/Resident Engineer	CH2M HILL													0
Field/Office Engineer	CH2M HILL													0
Civ./Str. Inspector I	CH2M HILL													0
Civ./Str. Inspector II	CH2M HILL													0
Civil/CWI Inspector	CH2M HILL													0
Mechanical Inspector	CH2M HILL													0
In-plant inspections	CH2M HILL													0
Electrical/I&C Inspector	CH2M HILL													0
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													0
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
In-Plant Inspector	Sub On-Site													0
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
Technical Support	CH2M HILL													0
Safety Specialist	CH2M HILL													0
Startup Assistance	CH2M HILL													0
Office Administration	CH2M HILL													0
Other Services Allowance														
Other Expenses														
EOPC 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 hour	0	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



EXHIBIT D-3

Time Schedule for SD 17

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

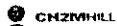
SCHEDULES
 SD 17

EXHIBIT "D" TIME SCHEDULE													
Calendar Year 2012													
Hours	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal

Total Project
Hours

Field Labor														
Senior Project Manager/Construction Manager/Sr. Engineer	CH2M HILL												0	346
Associate Engineer/Resident Engineer	CH2M HILL												0	2,388
Field/Office Engineer	CH2M HILL												0	628
Civ./Str. Inspector I	CH2M HILL												0	0
Civ./Str. Inspector II	CH2M HILL												0	0
Civil/CWI Inspector	CH2M HILL												0	0
Mechanical Inspector	CH2M HILL												0	334
In-plant inspections	CH2M HILL												0	0
Electrical/I&C Inspector	CH2M HILL												0	220
Civ/Str Insp. I OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	0
Civ/Str Insp. II OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	0
Civ/CWI Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	0
Mech Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	8
In-Plant Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	0
Elect/I&C Insp. OT 2.5% - Rate is 1.5x regular Rate	CH2M HILL												0	7
Document Control/Office Administrator	Sub IEM												0	754
In-Plant Inspector	Sub On-Site												0	248
Civ./Str. Inspector	Sub Lawhart												0	520
CWI Inspector	Sub Lawhart												0	0
Civ/Str Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart												0	17
CWI Insp. OT 2.5% - Rate is 1.5x regular rate	Sub Lawhart												0	0
Office Labor														
Principal	CH2M HILL												0	144
Technical Support	CH2M HILL												0	114
Safety Specialist	CH2M HILL												0	36
Startup Assistance	CH2M HILL												0	72
Office Administration	CH2M HILL												0	72
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 hour	0	0	0	0	0	0	0	0	0	0	0	0	438
Other Direct Cost														
Regular Field Hours													0	5,438
Regular Office Hours													0	438
OT Field Hours													0	32
Total Hours													0	5,908

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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
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