

Request for Proposal for As-Needed Collection System Construction Management Services as a Subcontractor to CH2M HILL Engineers (Program Manager Advisor) for the City of San Mateo Clean Water Program

September 10, 2018



**CH2M HILL Engineers a wholly owned subsidiary of Jacobs, Program Manager Advisor for the
City of San Mateo Clean Water Program**

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Public Notice
Request for Proposal (RFP)

CH2M IS INVITING SUBCONTRACTOR TO SUBMIT
“PROPOSALS” FOR AS-NEEDED
CONSTRUCTION MANAGEMENT SERVICES FOR COLLECTION SYSTEM PROJECTS

CH2M HILL Engineers a wholly owned subsidiary of Jacobs, Program Manager Advisor for the City of San Mateo’s (City’s) Clean Water Program (CWP), desires to select a qualified firm or firms to provide As-Needed Construction Management Services (CMS) for collection system projects under the CWP.

The projects are located within the City of San Mateo limits and are currently in varying stages of design. A list of projects, their anticipated construction contract value, and anticipated construction start dates are included in the Request for Proposals (RFP).

Qualified firms interested in proposing can download a copy of the RFP at the following location: www.CleanWaterProgramSanMateo.org. Any questions shall be directed to Chris Bessa at chris.bessa@jacobs.com or by calling 510-387-5498.

Proposals shall be submitted to City Clerk, Attn: Chris Bessa, CWP Construction Manager, City Hall, 330 West 20th Avenue, San Mateo, CA 94403, no later than:

2 p.m. on October 12, 2018

Proposals must be received by the time specified at the address listed above. Any RFPs received after the deadline will not be considered.

Each respondent shall submit eight (8) hard copies and one (1) electronic copy in PDF format on a CD/DVD/flash drive of its proposal in accordance with Section D, “Responses.”

CH2M - Program Manager for City of San Mateo Request for Proposals for AS-Needed Construction Management Services

A. Description

1. Summary

The City of San Mateo (City) through its Program Manager Advisor, CH2M, desires to select a qualified firm or firms to provide Construction Management Services (CMS) associated with various wastewater collection system projects managed under the Clean Water Program (CWP). The successful firm(s) will report to and contract directly with CH2M, the Program Manager.

Selected firm(s) will establish an As-Needed Professional Services Master Agreement Subcontract with CH2M to provide qualified candidates to perform construction management duties on an as-needed basis. Detailed requirements and scope of work will be provided with each Task Order Work Release.

The selected firm(s) will be required to enter into an agreement with CH2M per CH2M s' standard Professional Services Master agreement (Appendix 3).

2. Background

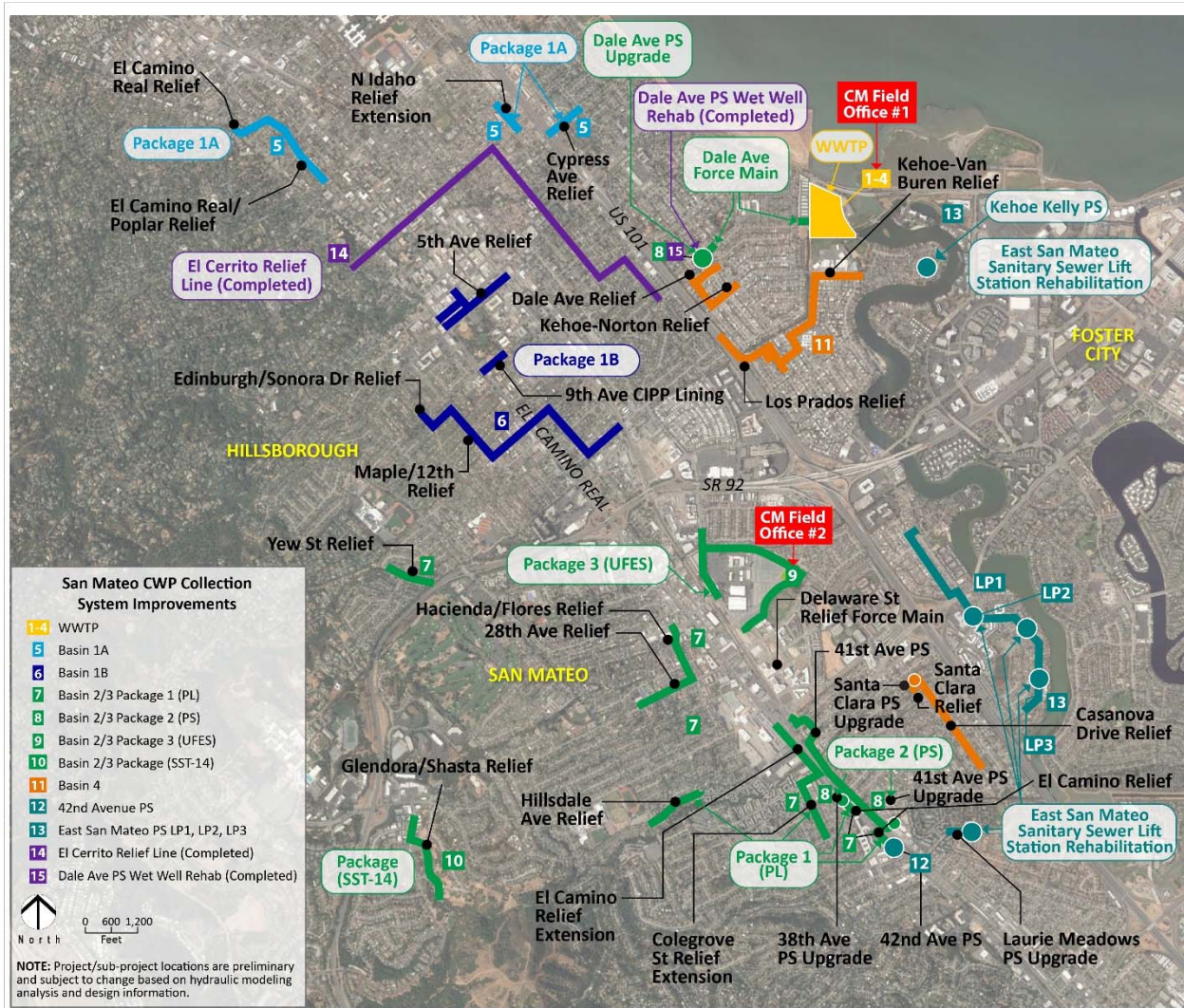
The CWP is a comprehensive program to upgrade aging wastewater collection and treatment systems to provide reliable services for years to come.

The goals of the CWP are to:

- Replace aging infrastructure and facilities
- Build wet weather sewer system capacity and assurance
- Meet current and future regulatory requirements
- Align with the City of San Mateo and Foster City sustainability goals

The City of San Mateo is currently under a Regional Water Quality Control Board (RWQCB) Cease and Desist Order (CDO) that requires improvements to the collection system to eliminate sanitary sewer overflows (SSOs). Additionally, the wastewater treatment plant (WWTP) requires upgrades to comply with National Pollutant Discharge Elimination System (NPDES) discharge permit requirements. The CWP was established to address the CDO and NPDES permit requirements. This RFP is for the collection system projects, which generally include the following:

- Rehabilitation of and/or capacity upgrades to the sanitary sewer collection system composed of approximately 260 miles of pipelines ranging from 6 to 39 inches in diameter
- Upgrades to 24 sanitary sewer pump/lift stations in the collection system
- CWP Sanitary Sewer Collection System. The respondents shall rely on the scope of work information in this RFP to identify projects/subprojects for their response.



Collection System Projects and Bid Packages Map

Note: Not all projects on the aerial map depicting collection system projects and sub-projects locations are contained in this RFP. The scope of work outlined herein defines the packages related to this RFP.

3. Planned Collection System Contract Packages Under this Procurement

The specific projects that will require as-needed CMS will vary from year to year, and range in size, complexity, and schedule. Table 1 provides an overview of the projects, their estimated construction value, and estimated construction start date. These projects are to be considered in preparing a response to the RFP. This list is subject to change.

Table 1. Construction Project Details.

CIP No.	Description	Estimated Construction Costs	Estimated Advertise Dates	Estimated Start of Construction
46S001	Basin 1A Collection System Improvements	\$7M	Jun 2018	Oct 2018
46S002	Basin 1B Collection System Improvements	\$5M	Nov 2018	Dec 2018
46S003-A	Basin 2 & 3 Collection System Improvements – Conveyance Pipelines	\$10M	Feb 2019	May 2019

Table 1. Construction Project Details.

CIP No.	Description	Estimated Construction Costs	Estimated Advertise Dates	Estimated Start of Construction
46S003-B	Basin 2 & 3 Collection System Improvements – Pump Stations	\$4.5M	Jan 2019	Jun 2019
46S003-C	Basin 2 & 3 Collection System Improvements – Dale Avenue Pump Station (DAPS)	\$7M	Jan 2019	Jun 2019
46S005	Basin 4 Collection System Improvements	\$40M	Jul 2020	Nov 2020
46S090	East San Mateo Sanitary Sewer Lift Station Rehabilitation	\$10M	Feb 2019	May 2019
46S091-9147EL	El Camino Sanitary Sewer Rehabilitation	\$3M	Dec 2018	Mar 2019
46S091-9147C	Basin C Sanitary Sewer Rehabilitation	\$4M	Mar 2019	Jun 2019
46S091-9147D	Basin D Sanitary Sewer Rehabilitation	\$4M	Jan 2019	May 2019
46S091-9147A	Basin A Sanitary Sewer Rehabilitation	\$4M	TBD	Aug 2019
46S091-9147E	Basin E Sanitary Sewer Rehabilitation	\$4M	TBD	Aug 2019
46S091-9147B	Basin B Sanitary Sewer Rehabilitation	\$4M	TBD	Aug 2019

Note: The City and Jacobs reserve the right to modify the project packages.

46S001: Basin 1A Collection System Improvements

Basin 1A is located in north San Mateo. The package consists of four (4) sewer pipeline projects. The pipe segments include the following:

- **El Camino/Poplar Relief:** Install new sewer diversion pipe.
- **Idaho Relief Extension, Mt. Diablo to Tilton:** Upsize sewer pipe.
- **El Camino Relief:** Upsize sewer pipe.
- **Cypress Avenue Relief:** Upsize sewer pipe.

46S002: Basin 1B Collection System Improvements

Basin 1B is located in northwest San Mateo. The package consists of three (3) sewer pipeline projects. The pipe segments include the following:

- **5th Avenue Rehabilitation, El Camino to Railroad:** Spot repair and cast-in-place pipe (CIPP) sewer line under sidewalk in 5th Avenue.
- **Maple/17th Avenue Relief:** Upsize existing sewer line in Maple Street, install new pipe in Hobart Avenue, 12th Avenue, and Palm Avenue, and upsize existing sewer pipe in 16th Avenue.
- **Edinburgh/Sonora Relief:** Install pipe in Edinburgh Street, upsize existing 6- to 10-inch pipe in Sonora Drive, and upsize pipe in Maple Street.

46S003-A: Basin 2/3 Collection System Improvements – Pipelines

Basin 2 & 3 Pipelines are located in southwest San Mateo. The package consists of seven (7) pipeline projects. The pipe segments include the following:

- **Dale Avenue Pump Station Force Main Replacement:** Rehabilitation of the Dale Avenue force main from pump station to WWTP.
- **Hacienda/Flores Relief:** Install new relief sewer.

- **El Camino Relief Extension, 38th to 36th:** Install new relief sewer.
- **Hillsdale Relief Extension Alameda de las Pulgas (ADLP) to Hacienda:** Upsize sewer pipe.
- **El Camino Relief:** Upsize sewer pipe.
- **28th Avenue Relief:** Upsize sewer pipe.
- **Colegrove Relief Extension, 39th to 36th:** Upsize sewer pipe.
- **Yew Street Relief Barneson to Highway 92:** Upsize sewer pipe.
- **South Delaware/Bay Meadows Parallel:** Install new sanitary sewer parallel to existing line.

46S003-B- Basin 2 & 3 Collection System Improvements – Pump Stations

Basin 2 & 3 Pump Stations are located in southwest San Mateo. The pump stations include the following:

- **38th/El Camino Pump Station Upgrade:** Expand pump station’s firm capacity to meet peak wet weather flow. Install a new submersible pump station, with associated discharge piping, electrical supply, variable-frequency drives (VFDs), control panels, supervisory control and data acquisition (SCADA), and generator.
- **41st/Pacific Pump Station Upgrade:** Increase the pump station’s firm capacity by installing a new submersible pump station, with associated discharge piping, electrical supply, VFDs, control panels, SCADA, and generator.
- **41st/Pacific Pump Station, New Force Main:** install new force main to redirect discharge from El Camino Real trunk sewer to Delaware Street trunk sewer.

46S003-C – Basin 2 & 3/Dale Avenue Pump Station Rehabilitation

- **Dale Avenue Pump Station Rehabilitation:** Rehabilitation of the Dale Avenue Pump Station that pumps flow directly to the WWTP.

46S005- Basin 4 Collection System Improvements

Basin 4 is located in east San Mateo. The CIPs are currently being reviewed and validated as part of the preliminary design process. The final scope of Basin 4 may change prior to construction. The package consists of seven (7) pipeline projects, one (1) pump station project, and three (3) infiltration and inflow (I/I) reduction pilot projects. The project segments include the following:

- **Dale Avenue Relief:** Install diversion pipe and upsize sewer pipe.
- **Kehoe-VanBuren Relief:** Install diversion pipe, and new parallel pipe.
- **Los Prados Replacement:** Upsize sewer pipe.
- **Kehoe-Norton Relief:** Upsize sewer pipe.
- **Santa Clara Pump Station Upgrade:** Increase the pump station’s firm capacity by replacing three pumps with higher capacity pumps as well as the addition of VFDs and grinder, rehabilitation of the wet well, and upgrading the discharge piping, electrical supply, and telemetry and controls.
- **Santa Clara Relief:** Upsize sewer pipe.
- **Casanova Drive Relief:** Install sewer pipe.
- **Santa Clara Force Main Replacement:** Replace sewer pipe.
- **Subbasin Collection System Focused Rehab Phase I**
- **Subbasin Collection System Focused Rehab Phase II**

- **Subbasin Collection System Focused Rehab Phase III**

46S090- East San Mateo Lift Station Rehabilitation

The bid package consists of five pump station projects.

46S091-9147EL - El Camino Sanitary Sewer Rehabilitation

This project includes collection system rehabilitation projects along the El Camino Real, as identified from annual closed-circuit television (CCTV) data. Work will vary between gravity sewer spot repairs, gravity sewer lining, manhole lining and repairs, and other potential rehabilitation works.

46S091-9147C, 9147D, 9147A, 9147E, 9147B - Basins C, D, A, E, and B Sanitary Sewer Rehabilitation

These projects include rehabilitation projects throughout the City's collection system, as identified from annual CCTV data. Work will vary between gravity sewer spot repairs, gravity sewer lining, manhole lining and repairs, and other potential rehabilitation needs.

B. Subcontractor Services

CH2M will be utilizing a standard CH2M subcontract agreement (Exhibit C). The terms of this agreement are non-negotiable. The SUBCONTRACTOR must comply with applicable local, state, and federal laws, including prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

C. Scope of Work

The scope of services may include, but is not limited to, the activities provided in this section. Prior to work beginning, the selected firm(s) will be provided with a specific scope of work, staff needs, and minimum qualifications. Resumes will be submitted by the firm(s), and individual task orders will be issued with one or more firms to provide selected staff for the scope and duration requested. This contract will be executed similar to an as-needed staff augmentation contract and may result in multiple firms providing staff to perform work on the same project.

Construction Management Services

Project and Contract Administration:

- Coordinate pre-construction and weekly progress meetings, and prepare and distribute agenda and meeting minutes.
- Evaluate the Construction Contractor's contract schedule for actual versus planned progress, and document all scheduling discrepancies and deviations.
- Prepare and respond to Time Impact Analysis (TIA).
- Communicate effectively and coordinate with Construction Contractor, Program Manager, City, and Design Engineer.
- Prepared and submit monthly progress reports along with monthly payment invoice.
- Monthly progress reports shall include the following:
 - Overview of work accomplished, including photos
 - Work to be completed the following month
 - Updated schedule of work
 - Explanations for deviations from the initial schedule

- Explanation of any upcoming risks/problem areas and corrective action to be taken.
- Review of Construction Contractor's conduct for compliance with contract documents, environmental documents, state laws, etc.
- Review Construction Contractor submittals for compliance with contract documents and coordinate Program Manager and Design Engineer review.
- Review Construction Contractor Request for Information (RFI) and coordinate with Design Engineer for resolution and response. Log all RFIs and associated response.
- Review Construction Contractor monthly invoices and recommend payment requests.
- Provide Construction Contractor with acceptability or deficiencies in work and required actions for contract compliance.
- Provide information to Construction Contractor for its detailed and feasible system outage requests. Review all shutdown requests and contingency plans for feasibility and reliability.
- Coordinate all system outage requests and general construction activity with Construction Contractor, City Operations and Maintenance (O&M) staff, and Design Engineer to ensure adequate operations of facilities.
- Maintain project documents files.
- Utilize the Procore Construction Management System furnished by Jacobs and the City of San Mateo CWP.

Construction Observation/Inspection:

- Inspect and observe Construction Contractor's work daily for compliance with the contract documents.
- Maintain daily inspection reports of work, including photos, descriptions of daily activities, any corrective actions to be taken by Construction Contractor, persons and equipment onsite, and work to be completed the following day(s).
- Review of materials and equipment delivered to site for compliance with submittals and contract documents.
- Coordinate material testing and specialty inspections (to be furnished by separate subcontractor) as required in the contract documents.
- Review of Construction Contractor's compliance with all permits, stormwater regulations and permits (Stormwater Pollution Prevention Plan [SWPPP]), environmental documents, and mitigation measures.
- Review of Construction Contractor's compliance with health and safety standards and regulations, and reporting of non-compliance.
- Monthly monitoring of record documents to ensure proper maintenance and completion by Contractor.

Change Order Management:

- Coordinate, review, and evaluate potential change orders and cost estimates/quotations.
- Coordinate, review, evaluate, and recommend course of action for contract change order requests and submittals.

- Inspection and evaluation of site conditions that are perceived to be different than shown in contract documents.
- Review, gather, and evaluate information for resolution of potential claims or disputes.

Project Closeout and Acceptance Services

- Site inspection(s) to determine if facilities are complete and in compliance with contract documents.
- Develop corrective item work lists (punch lists) and inspection of corrective actions performed.
- Recommend retention release to Construction Contractor.
- Prepare substantial completion certificate once corrective actions are complete and project is in compliance with contract documents to the satisfaction of the Program Manager.
- Verify all O&M Manual submittals as well as spare parts as required by the contract documents.
- Coordinate final submittal of organized and complete record drawings in accordance with contract documents.
- Verify Construction Contractor has made all payments and that all required releases including warranty release, lien release(s), and release of claims have been submitted by Construction Contractor.
- Prepare and submit final construction report.

D. Responses

Please submit eight (8) hard copies of your proposal and one (1) electronic copy in PDF format on a CD/DVD/flash drive. For detail requirements, please refer to this Section and Section I of the RFP. Proposal shall be organized and prepared under the following format:

1. Cover Letter

The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm's bench strength and availability of construction management staff, information and qualifications of the proposed lead who will be representing the firm, and agreement or exceptions to the provided subconsultant terms and conditions.

2. Project Approach

Provide a detailed description of the firm's proposed approach to implementing CMS for the collection system projects described in Section A.3. The approach shall include the following:

- Anticipated challenges typical with linear pipeline construction in public rights-of-way (ROWs) and pump station facility projects, and how the firm will approach these challenges.
- Implementation plan for the tasks described in the scope of services and any recommended revisions or additions to the list of tasks.
- Suggestions on how CH2M should engage and manage firm(s) as part of its integrated CWP team.
- Any innovative approaches to implementing these services.

3. Experience and Qualifications

- a. Provide a brief history of the firm, including: name of the firm, general services, experience with CMS, the year the firm was established under the current name, the principal place of business, and the location of local office(s). Indicate any other previous names for the firm during the last five (5) years and the year any name change was effective.
- b. Provide a list of at least three (3) prior projects within the last five (5) years in which firm provided relevant construction management and inspection services similar to this assignment. The list shall include the following for each assignment:
 - Name of client
 - Location (city and state)
 - Name and brief description of construction project
 - Start date of construction and (expected) date of completion for CMS
 - Construction value and CMS contract value
 - Respondent’s scope and role in the project (include explanation of methodologies and approaches used)
 - Client reference for services provided including name, position, phone, and email.
- c. Identify the personnel that will be assigned to the key positions (refer to Section 6 - Resumes and Qualifications of Proposed Personnel). Provide a brief biography and highlight special qualifications, including:
 - Total years of experience, including number of years with the current firm.
 - All current applicable registrations, accreditations and/or certificates.
 - Up to three (3) recent relevant projects; include a brief description of the project (scope, size, cost, etc.), the individual’s specific role on the assignment, the year the individual’s work on the assignment was completed, and the individual’s employer while working on the assignment.

4. Familiarity with San Mateo and Bay Area Construction Environment

Describe the firm’s experience working in the local, San Mateo, and/or Bay Area market, and how that experience may be beneficial. This may include; but is not limited to: city and other local agencies regulations and policies; local environmental documentation requirements; local building codes; other local design criteria; and the congested nature of work in public ROW. Describe the firm’s local presence and the level of interface intended with CWP and City staff.

5. Team Organizational Structure

Describe the firm’s team organization, including identification of any partners or subconsultants/ subcontractors. Indicate the role and responsibilities of the Prime Subcontractor and all subconsultants/ subcontractors. In this description, demonstrate that all proposed subconsultants comply with the qualification requirements specified in Section 6.

6. Resumes and Qualifications of Proposed Personnel

Resumes of the proposed project team must be submitted (refer to Appendix 4 to be completed by respondent). Desired qualifications for the positions are noted below in Table 2:

Table 2. Resumes and Qualifications of Proposed Personnel

Position	Desired Years	Desired Education	Desired Certifications
Construction Manager	15+ Years Exp. in Construction Industry, Water/Wastewater Sector Preferred	BS Engineering or Construction Management	PE or CCM
Field Office Engineer	5+ Years Exp. in Construction Industry, Water/Wastewater Sector Preferred	BS Engineering or Construction Management	
Inspector	10+ Years Exp. in Construction Industry, Water/Wastewater Sector Preferred		Civil, Structural, Mechanical, Electrical, and I&C Trade Certifications
Scheduler	5+ Years Exp. in Construction Industry, Water/Wastewater Sector Preferred	BS, BA Engineering, Business, or equivalent work experience and education	P6 Resource and Cost-Loaded Schedules Required
Estimator	10+ Years Exp. in Construction Industry, Water/Wastewater Sector Preferred	BA, BS Engineering, Business, or equivalent work experience and education	Experience preparing hard money cost estimates or budget estimates
Document Controller	5+ Years Exp. in Construction Industry, Water Sector Preferred	BA, BS, AA, Engineering, or equivalent work experience and education	Experience running industry software packages, such as Procore, eBuilder, Primavera Unifier, Contract Manager

7. Cost/Budget Information

Cost/budget Information: This section should include cost information outlined below related to the Scope of Work and project assignments described in section A.3. It must show proposed staff and corresponding breakdown of hourly raw rates, multiplier for overhead, and profit and billing rate for performing the services discussed in the scope of work. Cost information shall **be submitted in a separate sealed envelope with the following label on the outside:** See Table 3 Rate Schedule below.

Rate and Cost Schedule

[Consultant Name]

As of [Date]

[Project Name]

Rate Fee Basis

- Hourly charge basis will consist of the following:
 - Direct Wages: actual hourly salary for each individual
 - Fringe Benefits: ___% of direct wages (within regional standards)
 - Overhead: ___% of direct wages (within regional standards)
 - Profit: ___% (10% maximum)
- Hourly billing rates are effective from September 2018 through September 2019. Hourly and unit rates may be renegotiated by the Consultant and the City on an annual basis. Requests to revise the hourly and unit rates must be made in writing, thirty (30) calendar days prior to the requested changes taking effect. Maximum increases shall not exceed an average of 3% per year.

Expenses

- Technology Charge per direct labor hour = \$___%/hour for prime consultant’s hours only. List what is included in Technology Charge (e.g. computer, CADD, network, software, etc.).

2. Bay Area Staff

- Personal use vehicles for Project Business and Visits to Sites - Vehicle Mileage (per mile) at Current Federal Travel Regulation (FTR).

3. Non-Bay Area Staff

- Travel meals and hotel at Federal GSA per diem rate/day as published on the USGSA website.
- Rental car, airline tickets, and other miscellaneous travel costs at actual cost. Receipts for all costs over \$25 shall be maintained and submitted with invoices.

4. Subconsultant charges at cost plus 5% markup.

5. Outside printing services at cost, with prior approval.

6. Other direct project related costs at cost, with prior approval.

Other

1. Budget changes, rate increases, and any allocation of contingency dollars shall be approved by City Program Manager in advance of incurring any cost.

Table 3. Rate Schedule

[Consultant Name]

[date] through [date, one year later]

Team Member	Raw Labor Cost ^a	Raw Labor Cost with 1% Escalation ^b	Fringe Benefits ^c : % of direct wages	Overhead ^d :% of direct wages	Subtotal	Profit: %	Hourly Billing Rate
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^a Current raw labor rates.

^b If a contract starts within one (1) quarter from when the Consultant would normally increase their employee rates, an increase up to 1% is allowed for all staff working in the first year, to begin at the starting date of the contract, and will be frozen until the anniversary of the contract. This will cover anticipated first year salary increases. Thereafter, an average maximum 3% increase for all staff working on the project from year 1 will apply.

^c State what is included with fringe benefits here (e.g. vacation, holiday, sick leave, payroll taxes, insurance, etc.)

^d State what is included with overhead here (indirect labor, building and rental expenses, taxes, supplies, administrative costs, etc.)

8. Insurance and Other Requirements

Provide a summary of the firm’s and subconsultant(s) (present and proposed insurance coverage, including public liability, property damage, worker’s compensation, automobile, and professional liability for the duration of the project showing compliance with the insurance requirements identified in Attachment C – Special Conditions.

9. Disclosure of Conflict of Interest Statement

Complete attached Disclosure of Conflict of Interest Statement and submit with proposal.

10. Acknowledgement of Addendums

Respondents shall acknowledge receipt of any addendum to this solicitation by signing and returning the attached addendum form (Attachment B) and providing as an attachment to the proposal. Complete and submit ONLY if an addendum is issued for this RFP.

E. Communication

1. Restrictions on Communications

Respondents or their representatives are prohibited from communicating with any CH2M or City of San Mateo employees not expressly noted in this RFP. This communication restriction applies from the time the Public Notice is issued until a Subcontract Award has been issued, or until there has been a rejection of all proposals, or this procurement has been canceled. Communications include “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFP and/or proposals submitted by respondents.

Violation of this provision by the respondent and/or their agents may lead to disqualification of the respondent from the procurement process.

2. Potential Proposers List

All interested firms are encouraged to submit formal interest in this procurement process via writing to Chris Bessa at chris.bessa@jacobs.com no later than five (5) working days after the RFP is issued; however, failure to provide this notice does not disqualify respondent. The email subject shall be “CM As-Needed Services Potential Proposer” and the body of the mail shall only state, “Firm Name: [FIRM NAME], Point of Contact: [NAME], [EMAIL], and [PHONE].” If a proposer is not on the list, they will NOT receive responses to questions and notifications of other important information, but will be responsible for obtaining all information through the procurement website.

3. Questions

Respondents may submit questions concerning any part of the RFP in writing to Chris Bessa at chris.bessa@jacobs.com. No inquiries/questions regarding this RFP will be accepted after 5 p.m. (PDT) on September 28, 2018. Verbal questions are not permitted other than during formally scheduled interviews.

All requests for interpretation or correction, submitted in writing, will be compiled and responded to weekly. Responses will come from CH2M and will go to all firms who have added their name to the Potential Proposers list. Responses to questions that may impact or cause amendment to this RFP will be summarized and answered no later than 5 p.m. (PDT) on October 5, 2018. All interested firms should make every effort to ensure they have all the latest information prior to submitting a proposal.

CH2M reserves the right to contact any respondent for clarification on questions submitted or proposals received.

F. Proposal Evaluation

Evaluation of the proposals will be based on a total score of 100 points. All aspects of the proposal are considered and important, but the items will be weighted as shown in Table 4 below. Clean Water Program staff will conduct the evaluations.

Table 4. Proposal Evaluation Criteria

Criteria	Points
Project approach	20
Firm(s) experience	15
Individual team member experience and qualifications	35
Client references	20
Pricing	10
TOTAL	100

G. Short Listing and Interviews

Upon the initial evaluation of the submittals a Short List of Respondents will be determined based on scoring detailed above. The Short-Listed Respondents will be required to register in the CH2M Ariba Supplier network. Details on the registration process will be provided at that time. Short-Listed respondents will be invited for personal interviews to discuss details of their proposal. Notifications for the interview will go out according to the schedule provided below in Section J. Details of the interview will be provided at that time.

Interviews will be worth 100 points.

H. SUBCONTRACTOR Selection

The selection process will be in accordance with CH2M and City selection policies and will be based on a total possible score of 200 points. This solicitation does not commit CH2M or the City to enter into a contract or to pay any costs incurred in the preparation of the proposal.

CH2M and the City reserves the right to accept or reject any and all proposals, and to negotiate with any qualified firm, or to cancel in part or in its entirety this procurement process.

The scope of work for the projects may be task based, phased, increased, decreased, or modified by CH2M and the City as a result of project implementation schedule, scope, or for any other reason.

The selected firm or firms, are required to submit (when requested) an agreed-upon task order with scope of services, and associated budget. Furthermore, respondent must confirm proposed staff is available to perform the task order work for the project duration. Failure to provide a suitable timely task order, approved by CH2M, will deem the respondent as non-compliant and non-responsive.

CH2M or the City reserves the right to accept any proposal submittal received, to reject any or all proposal submittals, in whole or in part, to waive irregularities and/or formalities as deemed appropriate, to request clarification of any proposal, and to negotiate with the selected firm to provide the requested services. If contract negotiations with a selected firm are at an impasse, CH2M reserves the right to contact subsequent firms to negotiate a contract for the requested services.

I. Submission of Responses

Proposals must be submitted in an envelope clearly marked "Proposal for As-Needed Construction Management Services." All proposals must be sealed and submitted prior to 2 p.m. (PDT) on October 12, 2018. Late proposals will not be accepted.

1. Respondents shall submit eight (8) hard copies and one (1) electronic copy on CD/DVD or flash drive of the proposal to:

City Clerk
 Attn: Chris Bessa
 CWP Construction Program Manager
 City Hall
 330 West 20th Avenue
 San Mateo, CA 94403

2. Responses submitted via any form of electronic transmission, such as electronic mail or facsimile, will not be considered.
3. If proposals are submitted by any means other than in-person delivery, it is the firm’s sole responsibility to ensure the submittals are delivered to the specified location by the specified time.

Proposals shall not exceed twenty (20) pages, including the transmittal letter, not including resumes, insurance certificates, and separate sealed fee proposal. All pages shall be 8.5”x11” with up to one (1) 11”x17” page, which will count as two (2) pages. Font size should be Calibri 11 point. RFPs failing to comply with the page limitation will be considered non-responsive to the submittal requirements and disqualified from the selection process, and will not be evaluated. The page limitation includes any written, photographic, or graphic material contained in the body of the RFP and any appendices, brochures, or pamphlets.

4. Responses must be bound by any means except by three (3)-ring binders and paper/binder clips.
5. By submission of a response, the respondent acknowledges that it has read and thoroughly understands the scope of service, agrees to all terms and conditions stated herein (other than any exceptions to terms and conditions identified in the Cover Letter), and acknowledges that it can perform all tasks, as required.
6. Proposals will not be opened publicly.

J. Anticipated Schedule

Table 5. Anticipated Schedule for Selection

Milestone	Date
Construction Symposium for Future Opportunities	August 8, 2018
Issuance of Request for Proposals	September 10, 2018
Respondent shall provide letter of interest five (5) working days after proposal has been issued	September 14, 2018
Last day to submit written requests for clarification	September 28, 2018
Last day for CH2M to provide response to questions	October 5, 2018
Deadline to submit Request for Proposals (RFPs)	October 12, 2018
Interviews (if deemed required)	Late October 2018
SUBCONSULTANT(s) Selection Complete	Early November 2018
Contract Award	Late November 2018

Note: The above schedule may change at any time during this selection process at the sole discretion of Jacobs formerly CH2M or the City of San Mateo.

K. Reservation of Rights

1. CH2M and the City reserves the right to:
 - Reject any and all proposals received.
 - Issue a subsequent RFP.
 - Cancel the entire RFP.
 - Remedy technical errors in the RFP process.
 - Negotiate with any, all, or none of the Respondents to the RFP.
 - Waive informalities and irregularities.
 - Accept multiple responses.
 - Request additional information or clarification.

All responses and their contents will become the property of CH2M and the City.

2. CH2M nor the City will reimburse firms for any labor or expense costs incurred in the development of proposals, preparation and participation in interviews, or contract negotiations associated with this procurement process.
3. CH2M reserves the right to end, in its sole discretion, negotiations at any time with any and/or all firms. This RFP does not commit CH2M or the City to enter into a contract.

L. Appendices

Appendix 1 – Disclosure of Conflict of Interest

Appendix 2 - Acknowledgment of Addendums

Appendix 3 - Professional Services Master Agreement Sample

CH2M HILL Engineers a wholly owned subsidiary of Jacobs, Program Manager Advisor for the City of San Mateo Clean Water Program

Appendix 1
Disclosure of Conflict of Interest RFP:
As Needed Construction
Management Services

Disclosure of Conflict of Interest

RFP: As Needed Construction Management Services

Services

		YES*	NO
1.	Are you currently in litigation with CH2M, Jacobs, The City of San Mateo, or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Do you represent any firm, organization, or person who is in litigation with CH2M, Jacobs, or the City of San Mateo?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Do you currently represent or perform work for any clients who do business with CH2M, Jacobs, or the City of San Mateo?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Are you or any of your principals, managers, or professionals, related by blood or marriage to any CH2M, Jacobs, or City of San Mateo employee who has a role in the CWP or any of its projects?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation:

Signature

Date:

(name)

(company)

(address)

(City, State, Zip)

Additional page(s) attached.

Appendix 2

Acknowledgement of Addendums

Acknowledgement of Addendums

Project Name: As Needed Construction Management Services

Acknowledgement by Respondent

Each Respondent is requested to acknowledge receipt of all addendums by his/her signature affixed hereto and to attach this document to his/her response to this RFP due by 2 p.m. (PDT), October 12, 2018.

These addendums are applicable to the project designated above. It is an amendment to the response requested and as such it will be considered part of and included in the contract documents. **All Respondents MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, and initials, with a signature at the bottom.**

Addendum No.	Date Issued	Initials

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFP.

Primary Project Manager Signature

Date

Primary Project Manager Name

Prospective Company

Appendix 3
Professional Services Master
Agreement Sample

Professional Services Master Agreement Number _____

This Professional Services Master Agreement (AGREEMENT) is entered into by and between _____ (CH2M), having its address at 9191 South Jamaica Street, Englewood, Colorado, 80112 and _____ (SUBCONTRACTOR), having its address at _____. Each of CH2M and SUBCONTRACTOR is a “Party” to this AGREEMENT and they are collectively the “Parties.”

Purpose

The purpose of this AGREEMENT is for the SUBCONTRACTOR to provide Professional Services (SERVICES) as defined herein.

Services

SUBCONTRACTOR will provide SERVICES in accordance with the terms, conditions, and provisions of this AGREEMENT, the TASK ORDERS issued pursuant to this AGREEMENT, and any other exhibits, attachments or documents referenced in or attached to this AGREEMENT or the authorized TASK ORDERS

CH2M’s Client and Project

CH2M has entered into a contract with _____ (CLIENT) under _____ (CONTRACT) in connection with the _____ (PROJECT). The SERVICES to be performed by SUBCONTRACTOR support the overall scope of SERVICES for the PROJECT.

Safety

CH2M and SUBCONTRACTOR agree to work together safely. SUBCONTRACTOR is expected to adopt a standard of performance that demands safety and conformance to the AGREEMENT requirements and shall act in a manner that facilitates communication, proactively identifies issues, provides for the exchange of ideas and information and promotes cooperation in the solution of problems.

Period of Performance

SUBCONTRACTOR may commence SERVICES on _____ and will complete SERVICES no later than _____, and shall observe any/all interim milestone delivery dates or other dates that are established elsewhere within this AGREEMENT.

Jurisdiction

This SUBCONTRACT shall be interpreted by and subject to the laws of the United States - California.

Task Orders

CH2M will authorize SERVICES under this AGREEMENT within duly executed TASK ORDERS. CH2M makes no commitment to SUBCONTRACTOR of a minimum cumulative amount to be authorized under TASK ORDERS, and this AGREEMENT establishes no maximum value of TASK ORDERS.

Maximum Amount

A maximum amount of _____ is hereby established for SERVICES performed under this AGREEMENT by TASK ORDER, with the specific amount and method of compensation established within each TASK ORDER.

Agreement Type and Compensation

This AGREEMENT reflects a contract type of _____.

Fixed-Unit-Price based compensation:

Compensation for SERVICES performed on the basis of fixed-unit-prices shall be at the rates established in the Compensation Schedule. Unless otherwise stated, these rates are firm for the period of performance and include all elements of labor, overhead, other direct costs and profit. The same rates shall be used to price and invoice additional work. Total compensation shall not exceed the total or individual line item total(s) without prior written authorization.

Payment Terms

The payment term applicable to SERVICES under this AGREEMENT is Net 15 Days After Client Pays.

Invoice “Bill to” Instructions

All invoices submitted to CH2M under this AGREEMENT shall reference the CH2M legal entity shown below and be submitted via mail or email at the indicated address:

Accounts Payable
PO Box 241329
Denver, CO, USA 80224-9329
apinvoices@ch2m.com

SUBCONTRACTOR’s invoices shall further comply with any requirements established in the General Conditions and/or Invoicing Requirements.

Deliverables and Notices

Any written notice required by this AGREEMENT or TASK ORDER, except as otherwise specifically set forth herein, shall be delivered to the CH2M Procurement Representative or SUBCONTRACTOR Representatives at the indicated addresses. All administrative deliverables, including notices and certificates required by this AGREEMENT or TASK ORDER shall be submitted to CH2M’s Procurement Representative. All technical deliverables required by this AGREEMENT or TASK ORDER shall be submitted to CH2M’s Technical Representative.

CH2M Procurement Representative:

Name: _____

Address: _____

Telephone: _____

Email: _____

CH2M Technical Representative:

Name: _____

Address: _____

Telephone: _____

Email: _____

SUBCONTRACTOR Representative:

Name: _____

Address: _____

Telephone: _____

Email: _____

Agreement Documents

The SERVICES authorized by this AGREEMENT will be performed in accordance with this Professional Services Master Agreement, Attachments, exhibits or other documents referenced in or attached to this AGREEMENT. The order of precedence shall be as listed herein with the exception of the “Special Requirements” which shall take precedence over the General Conditions and the documents that follow in the list of Attachments. The following documents (as may be amended from time to time) form the AGREEMENT:

- Professional Services Master Agreement Number
- Attachment A - General Conditions
- Attachment B - Insurance Provisions
- Attachment C – Special Conditions
- Attachment D – Scope of Work (to be provided with each Task Order Release)
- Attachment E – Compensation Schedule
- Attachment F - Schedule (reference Scope of Work)
- Attachment G - Health, Safety, and Environment (HSE) Requirements
- Attachment H – Task Order Release, Sample

Entire Agreement

This AGREEMENT represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, agreements, either written or oral. Changes to this AGREEMENT may be made only in writing by a Revision signed by both Parties.

ACCEPTANCE

Signed:

By: _____

Title:

Date:

Signed:

By: _____

Title:

Date:

Attachment A

General Conditions

General Conditions

1. DEFINITIONS

The terms below when used within this SUBCONTRACT shall be defined to mean:

“ARTICLE” means a specific numbered clause within these General Conditions.

"CLIENT" means CH2M’s customer with whom a contract exists to deliver a PROJECT for which SERVICES are to be subcontracted by CH2M to SUBCONTRACTOR.

“Confirming Purchase Order” if incorporated into this SUBCONTRACT means a document provided to SUBCONTRACTOR that includes detailed itemization of the authorized price such as delivery dates, line-level contract types, CH2M internal project numbers, bill-to addresses, and other administrative information.

“CONTRACT” means the contract that exists between CH2M and CLIENT including mutually executed revisions.

“CONTRACT CLAUSES” means inclusively those provisions, articles, documents, reporting requirements and forms derived from the CONTRACT including references to statutes, regulations, laws, ordinances, and other promulgated requirements that have been determined by CH2M to be applicable to the SCOPE OF WORK and have been incorporated into the SUBCONTRACT and shall govern SUBCONTRACTOR’s SERVICES.

“EFFECTIVE DATE” means the date that the SUBCONTRACTOR is authorized to begin performance under the SUBCONTRACT and is exclusive of any intermediate milestone or delivery dates.

“EXPIRATION DATE” means the date that the SUBCONTRACT shall expire.

“HSE” means Health, Safety and the Environment.

“LOWER-TIER SUBCONTRACT” means a lower-tier contract executed by SUBCONTRACTOR with a third party for the purpose of the SUBCONTRACTOR completing its SUBCONTRACT with CH2M.

“OWNER” means the organization, company or individual, who may be different than CLIENT, who holds an ownership interest in the PROJECT site.

"PROJECT" means the overall scope of services identified in the CONTRACT with CLIENT for which CH2M is contractually obligated to deliver.

“SCOPE OF WORK” means that portion of the PROJECT for which CH2M and SUBCONTRACTOR agree that SUBCONTRACTOR is contractually obligated to deliver.

"SERVICES" will include all work, material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the SCOPE OF WORK, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system. As used herein, "provide" will be understood to mean "furnish and install, complete in-place.

"SUBCONTRACT" means the entire agreement and understanding of the Parties including mutually executed revisions.

“Work” means generally “SERVICES” and may include all material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the SCOPE OF WORK, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to

the item described or indicated and as required by good practice to provide a complete and satisfactory system. As used herein, "provide" will be understood to mean "furnish and install, complete in-place.

2 SUBCONTRACTOR'S Obligations

2.1 Access to Records*

2.1.1 SUBCONTRACTOR will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by CH2M during SUBCONTRACTOR'S normal business hours for a period of seven (7) years after payment of SUBCONTRACTOR'S final invoice to the extent required to verify the costs incurred hereunder or as any longer period where required by law or the provisions of the Attachment for Special Condition.

2.2 Additional Assignments*

2.2.1 SUBCONTRACTOR will not separately solicit or accept any assignment from CLIENT directly related to the PROJECT during the life of this SUBCONTRACT without CH2M'S written approval.

2.3 Codes, Laws and Regulations*

2.3.1 SUBCONTRACTOR shall comply with all applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONTRACT. In particular, SUBCONTRACTOR will comply with all laws and regulations regarding political contributions. No portion of any compensation paid under this SUBCONTRACT will be used for any illegal or unethical purpose whatsoever. SUBCONTRACTOR shall include the terms of this ARTICLE in subcontracts awarded under this SUBCONTRACT.

2.4 Communications with CLIENT*

2.4.1 All of SUBCONTRACTOR'S written or verbal communication with or to CLIENT or with federal, state, or local agencies relative to SERVICES under this SUBCONTRACT must be through or with the knowledge of CH2M.

2.5 Copies of Data

2.5.1 One legible copy each of all laboratory, field, or other notes, log book pages, technical data, drilling logs, sample classifications computations, designs, drawings, prints, plans, and other documents as well as instruments of service prepared under this SUBCONTRACT will be delivered by SUBCONTRACTOR to CH2M upon completion of the SCOPE OF WORK and prior to final payment.

2.6 Drug Free Workplace Program*

2.6.1 CH2M is committed to maintaining and protecting the safety, health, and well-being of all CH2M employees and recognizes that alcohol and drug use pose a significant threat to this goal. SUBCONTRACTOR must support a drug and alcohol-free workplace. CH2M may require the SUBCONTRACTOR to conduct reasonable suspicion searches of the personal property brought onto CH2M property/workplace by the SUBCONTRACTOR'S employees or SUBCONTRACTOR'S LOWER-TIER SUBCONTRACTORS/SUPPLIERS' employees. Further, CH2M reserves the right to require SUBCONTRACTOR to perform drug testing of its employees that meets CH2M requirements.

2.7 Environmental Responsibility*

2.7.1 CH2M promotes the SUBCONTRACTOR'S endorsement of, commitment to, and improvement toward services, products, processes, and business practices that are protective of the natural environment. SUBCONTRACTOR shall provide documentation of such if requested by CH2M.

SUBCONTRACTOR shall include the terms of this ARTICLE in subcontracts awarded under this SUBCONTRACT.

2.8 Hazardous and Toxic Substances*

2.8.1 If this SUBCONTRACT involves hazardous or toxic substances, SUBCONTRACTOR will strictly comply with all safety or training requirements promulgated by law or regulation.

2.9 Indemnification

2.9.1 SUBCONTRACTOR agrees to indemnify CH2M and CLIENT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, to the proportionate extent caused by the breach of contract, negligence, or willful misconduct of SUBCONTRACTOR's employees, affiliated corporations, officers, and LOWER-TIER SUBCONTRACTORS/SUPPLIERS in connection with the PROJECT.

2.10 Independent Contractor

2.10.1 SUBCONTRACTOR is an independent contractor and will maintain complete control of and responsibility for its employees, LOWER-TIER SUBCONTRACTORS/SUPPLIERS, and agents. SUBCONTRACTOR shall also be solely responsible for the means and methods for carrying out the SCOPE OF WORK and for the safety of its employees. Nothing contained in this SUBCONTRACT will create any contractual relationship between CLIENT and SUBCONTRACTOR.

2.11 Key Personnel

2.11.1 SUBCONTRACTOR will provide qualified personnel to perform the SCOPE OF WORK. Within 10 days of execution of this SUBCONTRACT or receipt of a written authorization to proceed, SUBCONTRACTOR will submit a list of key personnel for its SERVICES, including a designated project manager, if requested by CH2M, and will not change or reassign any of the designated key personnel without the written approval of CH2M.

2.12 Liens*

2.12.1 SUBCONTRACTOR will promptly pay for all services, labor, materials, and equipment used or employed by SUBCONTRACTOR in the SCOPE OF WORK, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONTRACTOR will, upon completion of the SCOPE OF WORK and before final payment is due, furnish CH2M, on a form CH2M may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full

2.13 Lower-Tier Subcontractors and Suppliers

2.13.1 Any LOWER-TIER SUBCONTRACTORS/SUPPLIERS used by SUBCONTRACTOR shall be limited to companies that are known, proven, and vetted by SUBCONTRACTOR, and meet expected and specified quality standards. Within 10 working days after the execution of this SUBCONTRACT, SUBCONTRACTOR will submit to CH2M the names of all LOWER-TIER SUBCONTRACTORS/SUPPLIERS proposed for the SERVICES if not disclosed within SUBCONTRACTOR's proposal to CH2M. SUBCONTRACTOR will not procure any LOWER-TIER SUBCONTRACTORS/SUPPLIERS that CH2M may object to as lacking capability to properly perform. No changes will be allowed from the approved LOWER-TIER SUBCONTRACTORS/SUPPLIERS list without the prior written approval of CH2M.

2.13.2 SUBCONTRACTOR shall bind all LOWER-TIER SUBCONTRACTORS/SUPPLIERS to the General Conditions of this SUBCONTRACT where indicated with an asterisk (*) as a required flow-down. Additionally, SUBCONTRACTOR will flow-down those sections of the other SUBCONTRACT Attachments as so required by this SUBCONTRACT.

- 2.13.3 SUBCONTRACTOR agrees that it is as fully responsible to CH2M for the acts and omissions of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBCONTRACTOR.
- 2.13.4 Nothing contained in this SUBCONTRACT will be construed to create any contractual relationship between any LOWER-TIER SUBCONTRACTORS/SUPPLIERS and CH2M or CLIENT.
- 2.13.5 SUBCONTRACTOR will provide certification that the LOWER-TIER SUBCONTRACTORS/SUPPLIERS have the necessary permits and licenses for the SERVICES proposed.

2.14 Performance

- 2.14.1 The standard of care applicable to SUBCONTRACTOR'S SERVICES will be the degree of skill and diligence normally employed by others performing the same or similar services. SUBCONTRACTOR will re-perform any SERVICES not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, CH2M may cause the same to be corrected and deduct costs incurred from SUBCONTRACTOR'S compensation.

2.15 Publicity*

- 2.15.1 SUBCONTRACTOR will not disclose the nature of its SCOPE OF WORK on the PROJECT, or engage in any other publicity or public media disclosures with respect to this PROJECT without the prior written consent of CH2M and CLIENT.

2.16 Safety*

- 2.16.1 SUBCONTRACTOR is solely responsible for the health and safety of its own employees and its LOWER-TIER SUBCONTRACTORS/SUPPLIERS. SUBCONTRACTOR will comply with any OWNER or site controlling contractor's health and safety plan. SUBCONTRACTOR will comply with all applicable federal, state and local laws and regulations related to health and safety. SUBCONTRACTOR is responsible for ensuring that its LOWER-TIER SUBCONTRACTORS/SUPPLIERS comply with this ARTICLE.

2.17 Schedule

- 2.17.1 The SUBCONTRACTOR must meet the schedule specified in the SCOPE OF WORK, SCHEDULE AND DELIVERABLES, or elsewhere in this SUBCONTRACT. In the event that SUBCONTRACTOR or CH2M estimates that SUBCONTRACTOR will fail to meet a mutually agreed upon schedule or time of completion and SUBCONTRACTOR does not propose a solution satisfactory to CH2M, CH2M may require SUBCONTRACTOR to implement any or all of the following:
- i. Extend its working day to 10 hours or more
 - ii. Extend its working week to 6 or 7 days
 - iii. Increase the labor force
 - iv. Provide and utilize additional equipment and facilities
- 2.17.2 SUBCONTRACTOR will continue the accelerated services until such time as CH2M determines that progress conforms to the schedule completion time. All additional costs of the accelerated effort will be borne solely by SUBCONTRACTOR unless a change in the SCOPE OF WORK can be shown.

2.18 Supply Chain Ethics and Business Conduct Principles*

- 2.18.1 Acceptance by SUBCONTRACTOR of this SUBCONTRACT constitutes agreement that those who work on CH2M'S projects at any tier shall conduct business legally, ethically and in compliance with the Principles set forth in CH2M'S Our Supply Chain Ethics and Business Conduct Principles

to include the Supplement for U.S. Government Work, both of which are available at <https://www.ch2m.com/who-we-are/what-guides-us/ethics>.

2.19 Suspension of Work or Services

SUBCONTRACTOR will, upon written notice from CH2M, suspend, delay, or interrupt all or a part of the SCOPE OF WORK. In such event, SUBCONTRACTOR will resume the SCOPE OF WORK upon written notice from CH2M, and an extension of time and/or an equitable adjustment in compensation, if appropriate, will be mutually agreed upon.

2.20 Working Files*

SUBCONTRACTOR will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of the PROJECT. SUBCONTRACTOR will provide copies of the information contained in its working files to CH2M upon request.

3 CH2M'S OBLIGATIONS

3.1 Changes

- 3.1.1 CH2M may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the SCOPE OF WORK. SUBCONTRACTOR will not proceed with any changes unless notified to proceed in writing by CH2M.
- 3.1.2 Nothing herein will be construed as relieving SUBCONTRACTOR of its obligations to perform, including without limitation, the failure of the parties to agree upon SUBCONTRACTOR entitlement to, or the amount of, any adjustment in time or compensation.
- 3.1.3 Any claim by SUBCONTRACTOR for an adjustment under this ARTICLE must be asserted in writing fully supported by factual information to CH2M, within 30 days from the date of receipt by SUBCONTRACTOR of the written change authorization from CH2M or within such extension of that 30-day period as CH2M, in its sole discretion, may grant in writing at SUBCONTRACTOR's request prior to expiration of said period.
- 3.1.4 If the SCOPE OF WORK is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.
- 3.1.5 Except as may be expressly set forth in this SUBCONTRACT with the CLIENT's express consent, the SUBCONTRACTOR shall not acquire any direct claim or direct course of action against CLIENT.

3.2 Furnished Data

- 3.2.1 CH2M will provide SUBCONTRACTOR technical data in its possession, including, but not limited to, previous reports, maps, surveys, borings, and other information relating to SUBCONTRACTOR's SCOPE OF WORK. SUBCONTRACTOR may reasonably rely upon the accuracy of the information provided by CH2M. Nothing in this ARTICLE relieves SUBCONTRACTOR of its responsibility to obtain any other data required for the execution of the SERVICES.

3.3 Observation of Services*

- 3.3.1 CH2M reserves the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the SERVICES performed or being performed by SUBCONTRACTOR and the premises on which it is being performed. If any inspection or evaluation is made by CH2M on the premises of SUBCONTRACTOR, SUBCONTRACTOR will provide all reasonable facilities and assistance for CH2M's safety and convenience in the performance of the inspection. Such inspection or evaluation will not relieve SUBCONTRACTOR of its obligations under this SUBCONTRACT.

3.4 Prompt Notice

3.4.1 CH2M will give written notice to SUBCONTRACTOR whenever CH2M observes or becomes aware of any development that affects the scope or timing of SUBCONTRACTOR's SERVICES, or any defect in the SERVICES of SUBCONTRACTOR.

3.5 Technical Guidance and Information Transfer

3.5.1 CH2M may, at its sole discretion, provide technical guidance on SUBCONTRACT performance. Technical guidance may include:

- i. Guidance that assists SUBCONTRACTOR in accomplishing the SCOPE OF WORK
- ii. Review comments on deliverables
- iii. Copies of technical guidance documents relative to SERVICES under this SUBCONTRACT, as they are made available to CH2M.

3.5.2 Technical guidance will be issued in writing or, after verbal issuance, confirmed in writing. CH2M may also, at its sole discretion, provide SUBCONTRACTOR with documents, forms, procedures, agreements, and other items specifically developed for use on this PROJECT for SUBCONTRACTOR's information. SUBCONTRACTOR agrees to assume the full liability arising out of the improper use of any information provided by CH2M.

3.6 Timely Review

3.6.1 CH2M will examine SUBCONTRACTOR's studies, reports, proposals, and other project related documents and render decisions required by SUBCONTRACTOR in a timely manner.

4 GENERAL LEGAL PROVISIONS

4.1 Assignment

4.1.1 Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this SUBCONTRACT, whether arising in tort, contract or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable. The Parties further agree that CH2M may novate this SUBCONTRACT to an affiliate, subsidiary, or parent corporation in the case of normal corporate restructuring and that SUBCONTRACTOR shall not withhold its written consent, provided any such novation does not adversely affect SUBCONTRACTOR's ability to perform this SUBCONTRACT. These conditions and the entire SUBCONTRACT are binding on the heirs, successors, and assigns of the parties hereto.

4.2 Authorization to Proceed

4.2.1 Execution of this SUBCONTRACT by CH2M will be authorization for SUBCONTRACTOR to proceed with the SCOPE OF WORK upon the EFFECTIVE DATE of this SUBCONTRACT.

4.3 Compliance with All Applicable Laws Regarding Bribery and Corrupt Practices*

4.3.1 SUBCONTRACTOR shall not violate the United States Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA") or any other applicable laws regarding bribery or other corrupt practices.

4.3.2 SUBCONTRACTOR warrants that none of its employees, officers, or principals is an official or representative of any government, or is a candidate for such position. In conformity with the FCPA, UKBA and CH2M's established corporate policies regarding business practices, SUBCONTRACTOR further represents and warrants that it and its employees, agents, and representatives shall not directly or indirectly make any offer, payment, promise to pay, or authorize the giving of anything of value for the purpose of influencing an act or decision of an

official of any government or candidate for such an office, or any other person, including a decision not to act, or inducing such a person to use his influence to affect any government act or decision of a government or any other business decision in connection with CH2M's or its clients' business. SUBCONTRACTOR further agrees that the provisions of this ARTICLE shall be incorporated into any subcontracting agreement(s) SUBCONTRACTOR awards for all or a portion of the requirements of this SUBCONTRACT. Any actual or reasonable suspicion of violation of the provisions of this ARTICLE by or on behalf of SUBCONTRACTOR or by any of SUBCONTRACTOR's LOWER-TIER SUBCONTRACTORS/SUPPLIERS shall be advised to CH2M without delay, and may result in termination for default at CH2M's sole discretion.

4.4 Conflict of Interest*

- 4.4.1 SUBCONTRACTOR warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual personal or organizational conflict of interest by SUBCONTRACTOR, SUBCONTRACTOR's employees, LOWER-TIER SUBCONTRACTORS/SUPPLIERS, or contingent staffing in performing work under the SUBCONTRACT. A Conflict of Interest means that because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice in the performance of the SERVICES, or the person's objectivity in performing the SERVICES is or might be otherwise impaired.
- 4.4.2 Prior to commencing any SERVICES, the SUBCONTRACTOR agrees to notify CH2M immediately if, to the best of its knowledge and belief, a potential or actual conflict of interest exists.
- 4.4.2 SUBCONTRACTOR agrees that if a potential or actual organizational and or personal conflict of interest is identified during performance, the SUBCONTRACTOR will immediately make a full disclosure in writing to CH2M. This disclosure shall include a description of actions which the SUBCONTRACTOR has taken or proposes to take, after consultation with CH2M, to avoid or neutralize the actual or potential conflict of interest. The SUBCONTRACT shall continue performance until notified by CH2M of any contrary action to be taken.
- 4.4.3 In accordance with other provisions within this SUBCONTRACT, CH2M may terminate this SUBCONTRACT, in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest.
- 4.4.4 SUBCONTRACTOR shall include the terms of this ARTICLE in subcontracts to its LOWER-TIER SUBCONTRACTORS/SUPPLIERS awarded under this SUBCONTRACT.

4.5 Delays and Extension of Time

- 4.5.1 If SUBCONTRACTOR is delayed in the progress of the SCOPE OF WORK for any reason, SUBCONTRACTOR will, within 48 hours of the start of the occurrence, give written notice to CH2M HILL of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, SUBCONTRACTOR will give written notice to CH2M of any actual time extension requested.
- 4.5.2 Within 15 days after SUBCONTRACTOR submits to CH2M a written request for an extension of time, CH2M will present its written opinion as to whether an extension of time is justified, and, if so, a decision as to the number of days for time extension.
- 4.5.3 No extension of time will be considered for weather conditions normal to the area in which the SCOPE OF WORK is being performed. Unusual weather conditions, if determined by CH2M to be of a severity that would stop all progress, may be considered as cause for an extension of completion time.

4.5.4 Delays in delivery of equipment or material purchased by SUBCONTRACTOR or its LOWER-TIER SUBCONTRACTORS/SUPPLIERS will not be considered as a just cause for delay. SUBCONTRACTOR will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

4.6 Equal Employment Opportunity*

4.6.1 If applicable, SUBCONTRACTOR shall comply with applicable laws, executive orders, and regulations concerning nondiscrimination in employment including but not limited to the Equal Opportunity Clause of Section 202, Executive Order 11246, as amended.

4.7 Equal Opportunity for VEVRAA Protected Veterans*

4.7.1 **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

4.8 Equal Opportunity for Workers with Disabilities*

4.8.1 **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

4.9 Force Majeure

4.9.1 Neither party to this SUBCONTRACT will be liable to the other party for delays in performing authorized SERVICES, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each Party, will take reasonable steps to mitigate the impact of any force majeure. CH2M will adjust the schedule and compensation under the SUBCONTRACT to the extent that CH2M's schedule and compensation are equitably adjusted by CLIENT.

4.10 No Third-Party Beneficiaries

4.10.1 This SUBCONTRACT gives no rights or benefits to anyone other than the SUBCONTRACTOR and CH2M and has no third-party beneficiaries.

4.11 Nondisclosure Agreement*

4.11.1 To enable the SUBCONTRACTOR to conduct activities related to the SCOPE OF WORK authorized by this SUBCONTRACT, it may be necessary for CH2M to disclose proprietary or confidential information to the SUBCONTRACTOR. In that regard, the SUBCONTRACTOR agrees, for a period of five (5) years from the date of disclosure of information identified as proprietary or confidential by CH2M, that the SUBCONTRACTOR will treat the information in strictest confidence and will not disclose it to third parties unless the information:

- i. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the SUBCONTRACTOR.
- ii. Prior to disclosure, was already in the SUBCONTRACTOR's possession and not subject to an obligation of confidence imposed in another relationship.
- iii. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to CH2M with respect to the

information. SUBCONTRACTOR shall include the terms of this ARTICLE in subcontracts awarded under this SUBCONTRACT.

4.12 Ownership of Work Products and Intellectual Property

4.12.1 All of the work products of the SUBCONTRACTOR in executing this SUBCONTRACT (including all the rights related to such work products) shall be the sole property of CH2M, subject to the rights of the CLIENT, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the PROJECT shall be the sole property of CH2M, subject to the rights of the CLIENT, as the case may be. Moral rights are expressly waived by SUBCONTRACTOR. SUBCONTRACTOR agrees that if the SUBCONTRACTOR's SERVICES under this SUBCONTRACT involves development of copyrightable items, then each such item is deemed to be a "work for hire" under United States Copyright Law so that all ownership interests, including copyrights and all other rights, are solely owned by CH2M, subject to the rights of the CLIENT, as the case may be. SUBCONTRACTOR additionally transfers and assigns to CH2M all of the SUBCONTRACTOR's copyright interests (if any) in all the items to be developed by SUBCONTRACTOR for CH2M. SUBCONTRACTOR further agrees to execute any additional documents which CH2M may require to transfer the copyrights or other intellectual property to CH2M.

4.13 Permits, Licenses and Fees*

4.13.1 The SUBCONTRACTOR shall obtain and pay for all permits, licenses and fees required by law that are associated with the SUBCONTRACTOR's performance of the SCOPE OF WORK. SUBCONTRACTOR shall include the terms of this ARTICLE in subcontracts awarded under this SUBCONTRACT.

4.14 Proprietary Information*

4.14.1 Except when otherwise authorized in writing by CH2M, all drawings, specifications, technical data, and other information furnished to SUBCONTRACTOR either by CH2M or CLIENT or developed by SUBCONTRACTOR or others in connection with the performance of the SCOPE OF WORK are, and will remain, the property of CH2M or CLIENT, and may not be copied or otherwise reproduced or used in any way except in connection with the SCOPE OF WORK, or disclosed to third parties or used in any manner detrimental to the interest of CH2M or CLIENT.

4.15 Severability and Survival

4.15.1 If any of the ARTICLES contained in this SUBCONTRACT are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired. Limitations of liability, indemnities, and other express representations shall survive termination of this SUBCONTRACT for any cause.

4.16 Termination

4.16.1 Termination for Convenience - All or part of this SUBCONTRACT may be terminated by CH2M for its convenience. In such event, SUBCONTRACTOR will be entitled to compensation for SERVICES competently performed up to the date of termination and reasonable termination expenses as determined at the discretion of CH2M. SUBCONTRACTOR will not be entitled to compensation or profit on SERVICES not performed.

- 4.16.2 Termination for Default - CH2M may, by written notice, terminate the whole or any part of the SUBCONTRACT for default in the event that SUBCONTRACTOR fails to perform any of the provisions of this SUBCONTRACT, or fails to make progress as to endanger performance of the SUBCONTRACT in accordance with its terms, or, in the opinion of CH2M, becomes financially or legally incapable of completing the SERVICES and does not correct such to CH2M's reasonable satisfaction within a period of 7 working days after receipt of notice from CH2M specifying such failure. If, after notice of termination, it is determined for any reason that SUBCONTRACTOR was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE. In the event of termination for default, SUBCONTRACTOR will not be entitled to termination expenses.
- 4.16.3 The rights and remedies of CH2M provided in this ARTICLE will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this SUBCONTRACT.
- 4.16.4 Regardless of the cause of termination, the SUBCONTRACTOR shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs, as well as all materials and equipment previously paid for by CH2M.

4.17 Usage of Property, Data and Other Items Furnished under U.S. Federal Contracts*

- 4.17.1 Notwithstanding any other ARTICLE of this SUBCONTRACT, upon prior written notice to CH2M and to the extent that such use will not interfere with SUBCONTRACTOR's performance of SERVICES under this SUBCONTRACT, SUBCONTRACTOR with the Government's authorization may use any furnished property, data or other items which the Government owns for which it has the right to authorize use on other Government contracts or subcontracts.

4.18 Waivers

- 4.18.1 No waiver by either party of any default by the other party in the performance of any provision of this SUBCONTRACT will operate or be construed as a waiver of any future default, whether like or different in character.

5 MISCELLANEOUS PROVISIONS

5.1 Human Trafficking*

- 5.1.1 This Subarticle shall apply if the SUBCONTRACTOR is organized under the laws of the United States of America or is performing work for CH2M pursuant to a prime contract funded by the government of the United States of America. The Parties agree to comply with the applicable provisions of National Security Presidential Directive/NSPD-22, the applicable provisions of 22 U.S.C. 7104 as amended by the Trafficking Victims Protection Reauthorization Act of 2003 (Pub. L. 108-193), the Trafficking Victims Protection Reauthorization Act of 2005 (Public Law 109-164), the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (Public Law 110-457), the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013) (Public Law 113-4) and all applicable implementing regulations with regard to the U.S. Government's "zero tolerance" policy against human trafficking.
- 5.1.2 This Subarticle shall apply if the SUBCONTRACTOR is not organized under the laws of the United States of America. SUBCONTRACTOR agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons including the recruitment, harboring, transportation, provision or obtaining of a

person for labor or services through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

- 5.1.3 If SUBCONTRACTOR provides workers to CH2M who are housed within labor facilities or other such SUBCONTRACTOR-provided housing, then SUBCONTRACTOR shall comply with all governing laws and regulations regarding worker living conditions and standards. SUBCONTRACTOR shall grant CH2M access to such SUBCONTRACTOR facilities for periodic assessments of worker living conditions and allow CH2M to question SUBCONTRACTOR's employees associated with the performance of this SUBCONTRACT regarding worker welfare issues. CH2M may terminate this SUBCONTRACT for default if in the sole opinion of CH2M, SUBCONTRACTOR fails to comply with any governing laws or regulations, or if incomplete or misleading information relied upon by CH2M in the award of this SUBCONTRACT was provided by SUBCONTRACTOR during pre-qualification, or if SUBCONTRACTOR fails to provide reasonable access to SUBCONTRACTOR facilities or SUBCONTRACTOR's employees for the purposes of completing periodic assessments as required above.
- 5.1.4 SUBCONTRACTOR further agrees that this Article, Human Trafficking & Worker Welfare shall be incorporated into any LOWER-TIER SUBCONTRACTS which SUBCONTRACTOR may award for all or a portion of the requirements of this SUBCONTRACT. Any actual or reasonable suspicion of violation of the provisions of this ARTICLE by SUBCONTRACTOR or by any of SUBCONTRACTOR's LOWER-TIER SUBCONTRACTORS/SUPPLIERS, vendors or subcontractors shall be advised to CH2M without delay and may result in termination for default at CH2M's sole discretion.

6 PAYMENT

6.1 Progress Payments

- 6.1.1 Payment will be made by CH2M to SUBCONTRACTOR in accordance with the terms specified in this SUBCONTRACT for the approved invoice amount, less any retainage by CLIENT, less any retainage specified elsewhere in this SUBCONTRACT. Progress payments to SUBCONTRACTOR will not constitute acceptance of Services under the SCOPE OF WORK. Cash discounts will apply from the date a correct, properly supported invoice is received by CH2M.

6.2 Delays in Payment

- 6.2.1 If the CLIENT or other responsible party delays in making payments to CH2M HILL, through no fault of the SUBCONTRACTOR, CH2M HILL shall pay SUBCONTRACTOR all sums otherwise due SUBCONTRACTOR but CH2M HILL shall have a reasonable amount of time to make payment to SUBCONTRACTOR. "Reasonable time" shall be determined according to the relevant circumstances, but in no event, shall be less than 90 days and no greater than greater 180 days from the date in which SUBCONTRACTOR's invoice is otherwise due under this Agreement. Moreover, CH2M HILL shall be excused from the obligation to make payments to SUBCONTRACTOR during any period of time when the Owner or other responsible party withholds payment from CH2M HILL due to claims that the work furnished by SUBCONTRACTOR is deficient. The provisions of this paragraph relate only to the timing of payment to SUBCONTRACTOR and not to SUBCONTRACTOR's entitlement to payment. This paragraph shall have no effect on SUBCONTRACTOR's right to enforce any claim under the mechanics lien laws of the State of California.

6.3 Final Payment

- 6.3.1 Upon completion of the SCOPE OF WORK, SUBCONTRACTOR will notify CH2M, in writing that the SCOPE OF WORK is complete and that final payment is due. If the SCOPE OF WORK has been completed in accordance with this SUBCONTRACT, final payment will be made in accordance with the terms of this SUBCONTRACT.

6.4 Interest

- 6.4.1 Any interest received by CH2M from CLIENT for late progress payments or retainages will be shared with SUBCONTRACTOR on a pro rata basis, to the extent SUBCONTRACTOR also has late progress payments or retainages.

Attachment B

Insurance Provisions

Insurance Provisions

The insurance limits listed below will be superseded by the limits listed in the Special Conditions Section 2 Insurance. All other requirements remain unchanged.

1 INSURANCE

1.1 Insurance*

- 1.1.1 SUBCONTRACTOR shall maintain without lapse from the EFFECTIVE DATE through the EXPIRATION DATE of this SUBCONTRACT the following minimum insurance limits and coverages through an insurance company with an A.M. Best Company Financial Strength Rating of "A" or higher and a Financial Size Category of "VII" or higher whether the SERVICES are performed by SUBCONTRACTOR or any of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:.
- a. Workers' Compensation insurance in the statutory amount and Employer's Liability insurance in an amount not less than \$1,000,000 per accident and disease for all employees engaged in the SERVICES. If any employees are located in a monopolistic state (ND, OH, WA, WY) or Puerto Rico, Stop Gap coverage in an amount not less than \$1,000,000 per accident and disease shall also be evidenced.
 - b. Commercial Automobile Liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,000,000 combined single limits.
 - c. Commercial General Liability insurance including X, C & U, products/completed operations and contractual liability covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of SUBCONTRACTOR or of any of its employees, agents, or LOWER-TIER SUBCONTRACTORS/SUPPLIERS, in an amount not less than \$1,000,000 per occurrence and in the aggregate.
 - d. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence or claim and in the aggregate covering the acts, errors or omissions of the SUBCONTRACTOR.
- 1.1.2 Insurance coverage in 1.1.1. (b) and 1.1.1. (c) shall name CH2M and CLIENT listed on the Subcontract page as additional insureds. Such insurance shall be primary and non-contributory coverage to CH2M and CLIENT.
- 1.1.3 Insurance coverage in 1.1.1.(a), 1.1.1.(b), and 1.1.1.(c) shall be endorsed to provide a waiver of subrogation in favor of CH2M and CLIENT.
- 1.1.4 Before commencing SERVICES and as a condition of payment, SUBCONTRACTOR shall furnish CH2M certificates of insurance meeting or exceeding the coverages specified in this ARTICLE. Certificates shall include policy information, additional insured status, primary and non-contributory language and waiver of subrogation. The SUBCONTRACTOR shall provide to CH2M without lapse renewed certificates of insurance through the EXPIRATION DATE of this SUBCONTRACT. Upon the EXPIRATION DATE of this SUBCONTRACT, SUBCONTRACTOR will notify its insurance company to discontinue issuance of insurance certificates to CH2M under this SUBCONTRACT.
- 1.1.5 Certificates of insurance shall be submitted to CH2M by email at ch2m@certfocus.com (preferred), or by fax to (877) 675-4681, or by mail to CH2M Certificates of Insurance, c/o

CertFocus, P.O. Box 140528, Kansas City, MO 64114. Any other form of delivery to CH2M may require insurance certificates to be resubmitted.

- 1.1.6 Although relieved at Subarticle of the requirement to submit insurance certificates beyond the EXPIRATION DATE of this SUBCONTRACT, the Parties agree that SUBCONTRACTOR shall nonetheless maintain for a period of two (2) years beyond the EXPIRATION DATE of this SUBCONTRACT all liability insurance coverages required under this SUBCONTRACT at SUBCONTRACTOR's sole expense.
- 1.1.7 SUBCONTRACTOR's failure to maintain in full force and effect any or all of the coverages described in this ARTICLE during the effective period of this SUBCONTRACT shall constitute cause for immediate termination of this SUBCONTRACT by CH2M.
- 1.1.8 Where referenced within this ARTICLE above, "CH2M" and "CLIENT" shall be replaced by the legal entity names identified for each within the Agreement.

Attachment C Special Conditions

Special Conditions

Section - 1 - Status of Reports

All reports, drawings, specifications, documents, and other deliverables of SUBCONTRACTOR, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. CH2M agrees to indemnify SUBCONTRACTOR and their officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Project documents.

The Parties acknowledge that during the course of performing its services SUBCONTRACTOR may provide or otherwise make available to CH2M its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that SUBCONTRACTOR developed or licensed from third parties, documents, information, ideas, studies, designs, reports, formulas, and calculations that have been previously developed by SUBCONTRACTOR or developed by SUBCONTRACTOR independent of the services ("Pre-Existing Material"). SUBCONTRACTOR shall retain all right, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secrets and other intellectual property rights) in, and will have the right to use for any purpose, all Pre-Existing Material.

Section - 2 – Insurance

Before entering the Project Site and commencing Services, and as a condition of payment, SUBCONTRACTOR shall purchase and maintain the insurance coverage required under this Agreement, at SUBCONTRACTOR's sole expense, with insurance companies with an AM Best company rating of "A-VII" or higher and acceptable to CH2M HILL. Certificates of insurance evidencing such coverage to be in force shall be filed with CH2M HILL prior to commencement of the Services and shall remain in full force and effect to the completion of the Services and SUBCONTRACTOR's obligations under this Agreement. Certificates of insurance shall be submitted to CH2M HILL by email at ch2m@certfocus.com (preferred), or by fax to (877) 675-4681, or by mail to CH2M Certificates of Insurance, c/o CertFocus, P.O. Box 140528, Kansas City, MO 64114. SUBCONTRACTOR shall require the same insurance coverage and limits contained in this Agreement from all of their Lower Tier Subcontractors. CH2M HILL may require SUBCONTRACTOR to provide a copy of the Lower Tier Subcontractor's insurance certificate.

Minimum Limits of Liability

The required insurance shall have at least the following minimum limits of liability and coverage. Coverage provided on a claim made policy form, the retroactive date must be earlier or concurrent with the effective date of this Agreement and coverage must be in place for two years after completion of the Services and SUBCONTRACTOR's obligations under this Agreement.

- A. **Commercial General Liability Insurance**, occurrence form, with a limit of not less than \$2,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- B. **Automobile Liability Insurance**, occurrence form, with a limit of not less than \$1,000,000.00 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. **Errors and Omissions** insurance in the minimum amount of \$1,000,000.00 aggregate.

D. Workers Compensation in at least the minimum statutory limits.

General Provisions for all insurance. All insurance shall:

1. Include CH2M HILL Engineers, the City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents as additional insureds, except Errors and Omissions and Workers Compensation, with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above designated insureds. The additional insured requirement shall apply only to the coverage specified in paragraphs A and B.
2. Be primary with respect to any insurance or self-insurance programs of CH2M HILL Engineers, the City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials employees, and agents.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.
4. No changes in insurance may be made without the written approval of the CH2M.
5. NOTICE OF CANCELLATION: The CH2M requires 30 days written notice of cancellation, except for 10-day notice in case of non-payment of premium. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives".

Section - 3 - Indemnity

SUBCONTRACTOR agrees to hold harmless and indemnify CH2M HILL Engineers, the City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, from and against any alleged claims, loss, liability, damage, and expense arising out of SUBCONTRACTOR's performance of this Agreement, except those claims arising out of CH2M's active negligence or willful misconduct. SUBCONTRACTOR agrees to defend CH2M HILL Engineers, the City of San Mateo and the Estero Municipal Improvement District, their elected and appointed officials, employees, and agents, against any such claims.

With regard to design professional services performed by SUBCONTRACTOR, SUBCONTRACTOR agrees to hold harmless and indemnify CH2M HILL Engineers, the City of San Mateo and the Estero Municipal Improvement District, its elected and appointed officials, employees, and agents, from and against any and all claims, loss, liability, damage, and expense to the extent arising out of SUBCONTRACTOR's negligence, recklessness, or willful misconduct. SUBCONTRACTOR agrees to defend CH2M, its elected and appointed officials, employees, and agents, against any such claims to the extent of SUBCONTRACTOR's negligence, recklessness, or willful misconduct.

SUBCONTRACTOR's aggregate liability to CH2M under this Agreement with respect to claims, loss, liability, damage, and expense shall not exceed five million dollars (\$5,000,000), excluding any claims, loss, liability, damage, and expense incurred by SUBCONTRACTOR related to its employees during the performance of this Agreement that is not due to the CH2M's negligence. This limitation on liability shall apply whether such claims are based in contract, tort, negligence, warranty, or other legal theory.

Section - 4 - Costs and Attorney's Fees

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of

attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney's fees arising out of an action, or actions to enforce the provisions of this Agreement.

Section - 5 - Mediation

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

Section - 6 - Litigation

SUBCONTRACTOR shall testify at CH2M'S request if litigation is brought against CH2M in connection with SUBCONTRACTOR'S services under this Agreement. Unless the action is brought by SUBCONTRACTOR, or is based upon SUBCONTRACTOR'S wrongdoing, CH2M shall compensate SUBCONTRACTOR for preparation for testimony, testimony, and travel at SUBCONTRACTOR'S standard hourly rates at the time of actual testimony.

Attachment D

Scope of Work

**Please refer to the main RFP Section C, Scope of Work for
Construction Management Services.**

Attachment E
Compensation Schedule Subcontract

Compensation Schedule

Subcontract

This Subcontract is issued with a Not To Exceed value of _____ USD (\$00,000.00).

SUBCONTRACTOR will be compensated on a time and material basis for Work completed as shown in rate table shown below:

Title/Description	Hourly Rate
President/Principal	
Senior Associate	
Associate	
Client Support	

Direct Engineering Expenses specifically chargeable to the work are invoiced as follows:

- Standard current IRS mileage rate to cover use of automobiles when employed on the project.
- Outside printing and reproduction work, photographs, outside computer services, telephone toll charges, fax, authorized travel expenses, rental costs of rented automobiles, and special equipment or supplies when employed on the work, and field office expenses at cost. All travel and equipment rental must be approved in advance by the Project Manager.

Attachment F
Schedule

Schedule

This Attachment F –Represents the approved Contractors Contract Schedule often referred to as the Baseline Schedule. Once approved by the Owner and their representative and per the contract requirements, the construction manager shall conduct a complete schedule review and comments in accordance with contract documents. All subsequent schedule updates shall be reviewed in accordance with contract requirements.

Work under this program is anticipated to begin SERVICES on December 2018 and will complete SERVICES no later than December 2022. The CH2M Program Manager will provide scheduling information in accordance with the department's requirements.

Attachment G

HSE Requirements

HSE Requirements

This Attachment G – HSE Requirements shall form a part of the AGREEMENT. Failure to comply with these HSE REQUIREMENTS may be grounds for withholding payment to SUBCONTRACTOR and/or be a material breach of this AGREEMENT and an incident of default under the General Conditions, which may lead to termination of this AGREEMENT by CH2M.

SUBCONTRACTOR and its LOWER-TIER SUBCONTRACTORS/SUPPLIERS shall protect employees from all worksite exposures and shall have received appropriate training before beginning SUBCONTRACTOR's Work at the PROJECT site. SUBCONTRACTOR shall hold regularly scheduled PROJECT safety and environment meetings to instruct its personnel and employees of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS on safety practices. SUBCONTRACTOR shall furnish appropriate safety equipment for SUBCONTRACTOR's Work, train appropriate personnel in the use of the equipment and enforce the use of such equipment by its employees and those of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS.

1. Protection of Work

Prevention of accidents and adverse environmental impacts (i.e., incidents) on or near SUBCONTRACTOR's SERVICES is SUBCONTRACTOR's responsibility. SUBCONTRACTOR shall take all necessary precautions to assure the safety of all persons, property and the protection of the environment during performance of SUBCONTRACTOR's Work and will protect SUBCONTRACTOR's Work and adjacent property from damage caused by SUBCONTRACTOR's operations. SUBCONTRACTOR will conform to all applicable laws and regulations relating to health, safety and the environment (HSE) and with site-specific health and safety and environmental plans, and any required activity-specific environmental plans (e.g., Storm Water Pollution Prevention Plans) which are available upon request. SUBCONTRACTOR shall designate a qualified representative responsible for assuring safety and environment are implemented at the PROJECT site.

SUBCONTRACTOR shall at all times be solely responsible for all aspects of HSE in connection with SUBCONTRACTOR's Work and any LOWER-TIER SUBCONTRACTOR/SUPPLIER work, including initiating, maintaining and supervising, and complying with all HSE precautions, permits and plans, even if CH2M establishes an HSE program for the entire PROJECT.

2. HSE Plan

Prior to beginning SUBCONTRACTOR's Work, unless specifically waived by CH2M, SUBCONTRACTOR shall submit for CH2M's review and acceptance, a written Health and Safety Plan (HASP); Environmental Plan; and any required activity specific (e.g., Spill Prevention, Control and Countermeasures Plan) environmental plans, with detail commensurate with SUBCONTRACTOR's Work. Such Plans shall be prepared by a qualified HSE professional and shall describe anticipated hazards, environmental impacts and control methods to safeguard all SUBCONTRACTOR and LOWER-TIER SUBCONTRACTOR/SUPPLIER, CH2M and OWNER employees, site visitors, the public, and the environment. The Plan's HSE measures, policies and standards shall conform to those required or recommended by governmental and quasigovernmental authorities having jurisdiction and by CH2M and OWNER employees, including, but not limited to, requirements imposed by the AGREEMENT. If authorized in the Statement of Work, an Activity Hazard Analysis and Environmental Impact Analysis (AHA/EIA) covering the hazards/impacts and required control measures may be substituted for a HASP and Environmental Plan. SUBCONTRACTOR will conspicuously post the HSE Plan(s) at the PROJECT site. All SUBCONTRACTOR personnel including LOWER-TIER SUBCONTRACTORS/SUPPLIERS shall be briefed on the SUBCONTRACTOR's HSE Plan(s). This briefing shall be documented.

The HSE Plan(s) must include, at a minimum, all Provisions of this ATTACHMENT G.

3. Activity Hazard and Impact Analysis

SUBCONTRACTOR shall prepare an Activity Hazard Analysis and Environmental Impact Analysis (AHA/EIA) or equivalent using the form included in these Provisions, Activity Hazard and Impact Analysis Form for each PROJECT phase comprising SUBCONTRACTOR's Work identifying the work sequence, hazards and environmental impacts posed and control measures required to perform the activity according to accepted industry safe work practices and environmental requirements. The equipment, tools and materials, inspection and training requirements to execute SUBCONTRACTOR's Work activity shall also be included in the AHA/EIA. The AHA/EIA must be readily available for review by CH2M upon request.

4. Pre-Task Safety Plans

SUBCONTRACTOR shall prepare a Pre-Task Safety Plan (PTSP) or equivalent to review the hazards posed and required hazard control procedures for each day's planned activities. During the daily safety meeting, SUBCONTRACTOR's supervisor shall brief their work crew on the PTSP, which shall also include the tools, equipment and materials that will be used for each day's planned activities. The PTSP must be readily available for review by CH2M upon request.

5. Competent Person

SUBCONTRACTOR agrees to provide a competent person onsite at all times during operations which require such according to the OSHA regulations. This person must be experienced in the operation and have received detailed training on the regulations pertaining to the operation. The competent person shall perform a daily inspection of the operation and submit a written inspection report each day to CH2M.

6. Training

SUBCONTRACTOR is responsible for the safety and environmental education of their employees. The training must comply with all laws and standards. Prior to performing Work, SUBCONTRACTOR shall provide copies of training certificates to CH2M for all operations which require such training and the records at the PROJECT site. **As a minimum, the following training is required:**

6.1 Supervisor HSE Training

Supervisors must complete HSE training that covers, at minimum, record keeping, incident investigation, regulatory agency inspections, HSE documentation requirements, and OSHA 10 hour course for construction, unless otherwise specified by local legislation (e.g., by the State OSHA 30-hour course for construction supervisors).

6.2 Competent Person Training

Each person designated as a competent person shall be qualified and attend training on that particular operation. Operations requiring a competent person or qualified supervisor per OSHA or other regulatory agency requirements include, but are not limited to, trenching and excavation, fall protection, scaffolds, confined space entry, and rigging.

6.3 Employee Orientation Training

Must cover the required regulatory training (e.g. OSHA 10-hour construction training where required by a State OSHA agency) and applicable training on HSE policies, manuals, permits, plans and/or Activity or Task Hazard Analysis (AHA/THA), first aid availability, incident reporting procedures, HSE meeting participation, personal protective equipment, spill response, emergency procedures, and enforcement procedures. If CH2M provides a PROJECT employee orientation, all SUBCONTRACTOR employees must attend the training prior to entering the field.

6.4 Emergency Procedures

Must cover notification procedures, evacuation routes, mustering points, and accountability.

6.5 HSE Meetings

Must be conducted at a minimum weekly during active work operations with all SUBCONTRACTOR's onsite personnel. Documentation detailing the subject discussed and signatures of all participants must be kept for each meeting.

6.6 Hazard Communication Standard

Must cover all aspects of the standard including Safety Data Sheets (SDSs), chemicals onsite, labeling and the written program. Annual re-training is required.

6.7 Lockout/Tagout

Must cover each individual piece of machinery or equipment that is to be serviced or altered during this PROJECT.

6.8 Working Alone

Must cover communications, control measures, and emergency procedures for working alone. Working alone includes any task where the risk of injury or illness is increased without assistance or direct communication with other workers located in close proximity, or when working in a remote area without reliable means of summoning emergency support.

7. Incident Reporting and Investigation

SUBCONTRACTOR must report all incidents including injuries, illnesses, exposures above established limits, fires, explosions, spills, exceeding permit or permit-equivalent, non-conformances, near misses, and any property damage to CH2M immediately (within 1 hour of incident). Significant spills (exceeding Reportable Quantities) must be reported to CH2M at the moment it is safe to do so within 15 minutes and report to appropriate government authorities when directed. An incident investigation that includes a cause analysis and corrective actions must be conducted and a complete report issued to CH2M within 24 hours of incident. A daily verbal update will be provided to CH2M until corrective actions are completed and, if applicable, claimant is released to full-duty and/or claim has been resolved.

8. Emergency Procedures and First Aid/Medical Services

SUBCONTRACTOR shall prepare in-house emergency response guidelines in coordination with CH2M's safety personnel. SUBCONTRACTOR must provide first aid and medical service capabilities to meet regulatory requirements.

9. Record Keeping

SUBCONTRACTOR shall submit a monthly safety and environment report to CH2M by the 10th of the month that covers the previous month's significant safety and environment activities. The monthly report shall include copies of required HSE records produced, including but not limited to, a copy of SUBCONTRACTOR's PROJECT-specific OSHA 300, current incident statistics (including total SUBCONTRACTOR and LOWER-TIER SUBCONTRACTOR/SUPPLIER field work hours), spill, non-regulated releases, non-conformances, violations and any incident investigation reports to CH2M. PROJECT-specific OSHA 300 and first aid logs and inspection reports must be maintained onsite at all times.

10. Personal Protective Equipment

SUBCONTRACTOR shall provide and inspect all personal protective equipment (PPE) prior to each use. In addition, SUBCONTRACTOR shall enforce the use of PPE by its employees whenever required or specified in the PROJECT health and safety plan. A dress code, including hard hats (meeting ANSI Z89.1-

2009), hard-soled work boots (meeting ASTM International Standards, F 2412-11, and F 2413-11), safety glasses (meeting ANSI/ISEA Z87.1 - 2010), high visibility warning vests (meeting ANSI/ISEA 107-2004 standards) when personnel are in proximity to traffic or moving equipment and appropriate clothing (long pants and sleeved shirts that must cover torso) is required on all CH2M projects. PROJECT PPE requirements may be more stringent (i.e., safety-toed work boots). If SUBCONTRACTOR fails to provide such clothing and equipment, CH2M may, at SUBCONTRACTOR's expense, provide all protective clothing and devices and SUBCONTRACTOR shall defend, hold harmless and indemnify OWNER and CH2M and their employees and agents against all claims and liability relating to the use thereof.

11. Fall Protection

SUBCONTRACTOR shall provide and ensure the use of continuous fall protection equipment when activities take place 6 feet or more above a lower level.

12. HAZCOM

SUBCONTRACTOR shall provide CH2M with a copy of the current Safety Data Sheets (SDSs) required by the Hazard Communication Standard for all hazardous chemicals or substances brought onsite by SUBCONTRACTOR or any Lower-Tier SUBCONTRACTORS. SUBCONTRACTOR shall maintain all SDSs at the PROJECT site in a notebook readily available for inspection with an index arranged by "Brand Name". If such materials or substances are part of any item requiring a shop drawing or other submittal, the SDS will accompany the submittal.

13. Housekeeping and Site Services

SUBCONTRACTOR is solely responsible for housekeeping in their work areas. Good housekeeping is essential for all work performed at any CH2M site. SUBCONTRACTOR is responsible to supply drinking water, adequate toilets, washing facilities, fire extinguishers, first aid kits and jobsite posters per OSHA requirements unless specifically stated elsewhere in this AGREEMENT as a service to be furnished by others.

14. Inspections

SUBCONTRACTOR shall conduct and document regular inspections while work is being conducted at the PROJECT site for good health, safety, and environmental conditions at the PROJECT site and promptly implement any needed corrective actions. A minimum of one documented inspection shall be conducted per week while work is conducted at the PROJECT site or more frequently if site conditions warrant.

15. Construction Equipment

SUBCONTRACTOR shall operate and maintain any construction equipment in a safe and compliant manner. All construction equipment is to be in good working condition upon arrival and during SUBCONTRACTOR's Work. Documented preventative maintenance records meeting the manufacturer's minimum recommendations, including any applicable air emission certificates, shall be readily available for inspection.

16. Equipment Inspections

SUBCONTRACTOR shall conduct daily pre-use inspections of all vehicles and mobile equipment, tools and cord sets, and safety devices. Documented inspections shall be conducted monthly for mobile equipment including cranes, aerial lifts, rigging, ladders, safety equipment including harnesses and lanyards, electrical equipment, cord sets and tools, fire extinguishers, single and two-point suspended scaffolds, etc. Inspection records shall be made available upon request to CH2M.

17. Cranes

SUBCONTRACTOR shall comply with and provide to CH2M all documentation required by applicable sections of the OSHA Construction Industry Cranes Standard, contained in Subpart CC, 1926.1400 through 1441 prior to mobilizing any cranes onto the PROJECT site. Assembly, disassembly and operation of cranes on the PROJECT site shall be completely described in SUBCONTRACTOR's Crane Assembly, Disassembly and Operating Safety Procedures that are required to be accepted by CH2M prior to work commencing. SUBCONTRACTOR shall furnish copies of current annual and monthly crane inspection reports to CH2M for all cranes brought onto the PROJECT site prior to their use. Daily inspection records shall be maintained for all cranes. Load test and certification records shall be supplied to CH2M upon request.

18. Hazardous Materials and Waste

SUBCONTRACTOR recognizes that OWNER has agreed or acknowledged that, (a) except to the extent included in the Work, CH2M has had no role in generating, treating, storing or disposing of Hazardous Waste which may be present at the PROJECT site and CH2M has not benefited from the processes that produced such Hazardous Waste; (b) no Hazardous Waste encountered by CH2M in performing, or associated with, the Work shall at any time be or become the property of CH2M; (c) any arrangements made by CH2M for the treatment, storage, transport or disposal of any Hazardous Waste are made solely and exclusively for the benefit of OWNER using OWNER's EPA generator identification number(s) when required and shall not result in any liability of CH2M under the CONTRACT or with respect to the Hazardous Waste; (d) OWNER shall handle all Hazardous Waste in compliance with applicable Laws and Regulations and shall sign manifests and obtain generator identification numbers when required by Laws and Regulations; (e) if required by the AGREEMENT, CH2M shall furnish the names of facilities currently licensed to accept Hazardous Waste, but it shall be OWNER's sole responsibility to select those to be engaged by OWNER; (f) and nothing contained in the CONTRACT shall confer on CH2M the status of (i) a generator, storer, disposer or treater of Hazardous Waste, (ii) the party who arranged for the disposal of Hazardous Waste or (iii) a Hazardous Waste disposal facility, as provided in any Law or Regulation. SUBCONTRACTOR, therefore, shall permit OWNER to maintain complete and absolute ownership of Hazardous Waste which includes but is not limited to generation, storage, transportation, arranging for disposal, and disposal of such waste.

SUBCONTRACTOR shall provide CH2M with an inventory of all hazardous materials and waste to be used, generated or stored on the PROJECT site; measures to reduce, reuse or recycle hazardous materials and waste; measures to prevent spills or releases; and procedures for transport and disposal. SUBCONTRACTOR shall provide and inspect spill response equipment including spill kits prior to start of PROJECT. Quantity of material needed on-site should be commensurate with the quantity of hazardous materials and waste the SUBCONTRACTOR expects to have on-site. SUBCONTRACTOR shall immediately and at its own expense take all steps necessary to curtail any discharge, spill, release or emission of Hazardous Materials and Waste and to mitigate any consequences to persons, property or the environment.

19. HSE Representative

SUBCONTRACTOR shall designate a qualified safety and environment representative at the PROJECT site with responsibility for preventing incidents and implementing and supervising the HSE Plan and other activity-specific HSE plans and programs. The safety representative shall attend all PROJECT HSE meetings, participate fully in all activities outlined in the HSE Plan and shall devote whatever time is necessary to perform such duties properly.

SUBCONTRACTOR's HSE representative shall provide CH2M's HSE staff with any and all requested information and shall have the authority to immediately correct any deficiencies.

20. Lower-Tier Subcontractors/Suppliers

SUBCONTRACTOR shall comply with and secure the compliance of its employees, LOWER-TIER SUBCONTRACTORS/SUPPLIERS, agents with applicable Laws, its HSE Plan and those of CH2M or the OWNER, if any, and with the reasonable recommendations of insurance companies having an interest in the PROJECT. SUBCONTRACTOR agrees to perform a health, safety and environmental pre-qualification of all LOWER-TIER SUBCONTRACTORS/SUPPLIERS prior to contract award, including but not limited to, hazardous material and hazardous waste transport and disposal subcontractors. Pre-qualification records shall be maintained by the SUBCONTRACTOR and shall be readily available for inspection. LOWER-TIER SUBCONTRACTORS/SUPPLIERS must show their ability to comply with health, safety and environmental requirements by completing a written questionnaire outlining their HSE program components, incident history, Experience Modification Ratings (EMRs), regulatory compliance and training programs for the previous 3 years. SUBCONTRACTOR shall not accept LOWER-TIER SUBCONTRACTORS/SUPPLIERS that have fatalities, incident statistics greater than the applicable NAICS industry classification average, workers' compensation experience modification rates greater than 1.0, or inadequate training programs for the anticipated scope of work. SUBCONTRACTORS who use LOWER TIER SUBCONTRACTORS/SUPPLIERS that do not meet these prequalification criteria shall notify CH2M for concurrence to use of the LOWER-TIER SUBCONTRACTORS/SUPPLIERS, prior to working on the PROJECT.

SUBCONTRACTOR's employees and those of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS shall have received appropriate training before beginning SUBCONTRACTOR's Work at the PROJECT site. SUBCONTRACTOR shall hold regularly scheduled PROJECT safety and environment meetings to instruct its personnel and employees of its subcontractors on safety practices. SUBCONTRACTOR shall furnish appropriate safety equipment for SUBCONTRACTOR's Work in progress, train appropriate personnel in the use of the equipment and enforce the use of such equipment by its employees and those of its LOWER-TIER SUBCONTRACTORS/SUPPLIERS.

21. Temporary Supports or Structures

SUBCONTRACTOR shall be solely responsible for the design, construction, installation, use and adequacy of all temporary supports, shoring, bracing, scaffolding, storm water controls and BMPs, secondary containment, machinery or equipment, safety precautions or devices and similar items used by SUBCONTRACTOR and all LOWER-TIER SUBCONTRACTORS/SUPPLIERS during performance of SUBCONTRACTOR's Work.

Temporary structures such as fabrication shops, storage areas, and offices shall not be permitted within existing facility structures unless approved by CH2M. Such temporary structures, if permitted inside or adjacent to existing facility structures, must be constructed of fire retardant materials.

22. Licenses and Registration

Copies of SUBCONTRACTOR's professional licenses registration, certifications and permits necessary to perform Work in the applicable State/County/City shall be provided to CH2M when returning this AGREEMENT to CH2M for execution.

23. Hazardous Waste and Emergency Response Work

SUBCONTRACTOR shall implement and maintain a safety program that meets the requirements of 29 CFR 1910.120 and 29 CFR 1926.65 for any designated Hazardous Waste and Emergency Response (HAZWOPER) work. Designated HAZWOPER work includes any work that falls under the scope of OSHA HAZWOPER regulations or any work designated by CH2M as HAZWOPER work. The SUBCONTRACTOR shall provide documentation of worker HAZWOPER qualification (medical and training) to CH2M prior to allowing worker access to any designated HAZWOPER site. Additionally, SUBCONTRACTOR shall maintain current HAZWOPER worker qualification documentation at the PROJECT site.

24. Work Stoppage

CH2M may stop any part of the Work which CH2M deems unsafe or detrimental to the environment until corrective measures satisfactory to CH2M shall have been taken. CH2M's review of SUBCONTRACTOR's Health and Safety Plan, environmental plans, and/or THA/AHA, its observations or failure to stop SUBCONTRACTOR's unsafe practices shall not relieve SUBCONTRACTOR of its sole responsibility for safety, limit SUBCONTRACTOR's obligation to undertake any action necessary to maintain a safe environment or create an obligation for CH2M. SUBCONTRACTOR shall indemnify CH2M for fines, damages or expenses incurred by CH2M because of SUBCONTRACTOR's (including any LOWER-TIER SUBCONTRACTORS/SUPPLIERS) failure to comply with HSE requirements.

25. Unanticipated Site Condition

If, during performance of SUBCONTRACTOR's Work, SUBCONTRACTOR encounters site conditions which differ materially in type or quantity from those indicated in the AGREEMENT, SUBCONTRACTOR shall immediately: (i) stop all SUBCONTRACTOR's Work in connection with such unanticipated site condition and in any area affected thereby (except in an emergency) and (ii) notify OWNER and CH2M (and thereafter confirm such notice in writing). CH2M shall promptly confer with OWNER concerning any modifications to the AGREEMENT and, to the extent available to CH2M, SUBCONTRACTOR shall be entitled to an equitable adjustment of scope, schedule of work and prices/costs.

ACTIVITY HAZARD AND IMPACT ANALYSIS FORM

Activity:		Date:
		Project:
Description of the Services		Site Supervisor:
		Site HSE Officer:
Work Activity Sequence (Identify the principal steps involved and the sequence of work activities)	Potential Health and Safety Hazards and Environmental Impacts (Evaluate each principal step for potential hazards and impacts)	Hazard/Impact Controls (Develop specific controls for each potential hazard and impact)

Attachment H
Professional Services Task Order
Number Technical Services Master
Agreement Number

Professional Services Task Order Number Technical Services Master Agreement Number

This Professional Services Task Order (TASK ORDER) is entered into by and between _____ (CH2M), having its address at 9191 South Jamaica Street, Englewood, Colorado, 80112 and _____ (SUBCONTRACTOR), having its address at ____, ____, ____, ____. Each of CH2M and SUBCONTRACTOR is a "Party" to this TASK ORDER and they are collectively the "Parties."

Purpose

The purpose of this TASK ORDER is for the SUBCONTRACTOR to provide Professional Services (SERVICES) as defined herein.

CH2M's Client and Project

CH2M has entered into a contract with ____, (CLIENT) under ____, (CONTRACT) in connection with the ____, (PROJECT). The SERVICES to be performed by SUBCONTRACTOR support the overall scope of services for the PROJECT.

Safety

CH2M and SUBCONTRACTOR agree to work together safely. SUBCONTRACTOR is expected to adopt a standard of performance that demands safety and conformance to the TASK ORDER requirements and shall act in a manner that facilitates communication, proactively identifies issues, provides for the exchange of ideas and information and promotes cooperation in the solution of problems.

Period of Performance

SUBCONTRACTOR may commence SERVICES on ____, and will complete SERVICES no later than ____, ____, and shall observe any/all interim milestone delivery dates or other dates that are established elsewhere within this TASK ORDER.

Task Order Price

A price of ____, is hereby established for SERVICES performed under this TASK ORDER, with the specific amount and method of compensation established elsewhere within this TASK ORDER.

Payment Terms

The payment term applicable to SERVICES under this TASK ORDER is

Invoice "Bill to" Instructions:

All invoices submitted to CH2M under this TASK ORDER shall reference the CH2M legal entity shown below and be submitted via mail or email at the indicated address:

Accounts Payable
PO Box 241329
Denver, CO, USA 80224-9329
apinvoices@ch2m.com

SUBCONTRACTOR's invoices shall further comply with any requirements established in the General Conditions and/or Invoicing Requirements.

Deliverables and Notices

Any written notice required by this TASK ORDER, except as otherwise specifically set forth herein, shall be delivered to the CH2M Procurement Representative or SUBCONTRACTOR Representatives at the indicated addresses. All administrative deliverables, including notices and certificates required by this TASK ORDER shall be submitted to CH2M's Procurement Representative. All technical deliverables required by this TASK ORDER shall be submitted to CH2M's Technical Representative.

CH2M Procurement Representative:

Name: _____
Address: _____
Telephone: _____
Email: _____

CH2M Technical Representative:

Name: _____
Address: _____
Telephone: _____
Email: _____

SUBCONTRACTOR Representative:

Name: _____
Address: _____
Telephone: _____
Email: _____

Task Order Documents

The SERVICES authorized by this TASK ORDER will be performed in accordance with this TASK ORDER, Attachments, exhibits or other documents referenced in or attached to this TASK ORDER. The order of precedence shall be as listed herein with the exception of the "Special Requirements" which shall take precedence over the General Conditions and the documents that follow in the list of Attachments. The following documents (as may be amended from time to time) form the TASK ORDER:

Technical Services TASK ORDER Number

Attachment A – General Conditions - Refer to Master Services Agreement

Attachment B – Insurance Provisions - Refer to Master Services Agreement

Attachment C – Special Conditions

Attachment D – Scope of Work

Attachment E – Compensation Schedule - Refer to Master Services Agreement

Attachment F - Schedule

Attachment G - Health, Safety, and Environment (HSE) Requirements – Refer to Master Services Agreement

Attachment H - Confirming Purchase Order

Entire Task Order

This TASK ORDER represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, agreements, either written or oral. Changes to this TASK ORDER may be made only in writing by a Revision signed by both Parties.

ACCEPTANCE

Signed:

By: _____
Title:

Signed:

By: _____
Title:

Date:

Appendix 4

Resume Template

Name of Person

Company name

Education

Company Affiliation

Project Experience

Employment History

Resume not to exceed two pages

Name of Person