

**SANTA BARBARA CITY AGREEMENT NO. \_\_\_\_\_**

**With**

**CDM Smith Inc. for Tertiary Filtration Plant Replacement Project**

This Contract is entered into on \_\_\_\_\_ by and between:

**The City of Santa Barbara**, a Municipal Corporation, referred to herein as the "City,"

and,

**CDM Smith Inc.**, a Massachusetts Corporation, referred to jointly herein as the "**Contractor**,"

WITNESSETH:

**WHEREAS**, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

**1. SCOPE OF CONTRACTOR SERVICES**

a. Contractor agrees to prepare the tertiary filtration final design at the El Estero Wastewater Treatment Plant as described in **more detail in** the attached scope of services (Exhibit A) dated February 8, 2013.

**2. COMPENSATION**

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of **\$816,646** without the express written approval of City Council of the City of Santa Barbara. The basic contract is for **\$742,406** and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed **\$74,240**. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Public Works Director, Christine F. Andersen, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth

in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

### 3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

### 4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected insufficiency of delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

### 5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

## 6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

## 7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

## 8. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement other than as such work relates to Professional Liability Insurance.

b. With respect to Professional Liability Insurance, Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the acts, errors or omissions of Contractor.

## 9. INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage as specified in 1), 2), and 3) described below. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

- 1) General and Automobile Liability: Combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate of General Liability and One Million Dollars (\$1,000,000) per occurrence

of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include the following seven (7) items.

- a) Extension of coverage to City, its officers, employees and agents, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.
  - b) A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.
  - c) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with the City.
  - d) Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity or hold harmless provisions included in this Agreement.
  - e) A Cross Liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each.
  - f) Broad form Property Damage Endorsement.
  - g) Policy shall apply on an "occurrence" basis.
- 2) Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by City.
- 3) Professional Liability: Professional Liability (Errors and Omission) insurance with limits of liability of not less than One Million Dollars (\$1,000,000) to cover all services rendered by the Contractor pursuant to this Agreement. Said policy shall provide that City shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

Contractor must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City evidencing the above shall be completed by Contractor's insurer or its agent and submitted to the City prior to execution of this Agreement by the City. Contractor shall exercise due diligence to require all subcontractors and all tiers of such subcontractors

to provide General and Automobile Liability, Workers' Compensation, and Professional Liability insurance as set forth in 1), 2), and 3) of this section.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

#### 10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed and work product delivered to the City up to the point of termination.

#### 11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

#### 12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

#### 13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

#### 14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

#### 15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

#### 16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

#### 17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

#### 18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

IN WITNESS WHEREOF, the parties have executed this contract as of  
the date and year first written above.

CITY OF SANTA BARBARA  
A Municipal Corporation

CDM Smith Inc.

\_\_\_\_\_  
Christine F. Andersen  
Public Works Director

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Gwen Peirce, CMC  
City Clerk Services Manager

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Pat Kelly  
Assistant Public Works  
Director/City Engineer

\_\_\_\_\_  
City                      State                      Zip

APPROVED AS TO FORM:  
Stephen P. Wiley  
City Attorney

\_\_\_\_\_  
Telephone Number

By \_\_\_\_\_

Business Tax Compliance:  
Certificate No. \_\_\_\_\_

By \_\_\_\_\_

Approved as to Insurance:

\_\_\_\_\_  
Mark Howard  
Risk Manager

## EXHIBIT A

### Scope of Services

**CONSULTING SERVICES BY  
CDM Smith Inc. (the CONSULTANT)**

**FINAL DESIGN SERVICES FOR THE  
EL ESTERO WASTEWATER TREATMENT PLANT (EEWWTP)  
FILTER IMPROVEMENTS**

**FOR THE**

**CITY OF SANTA BARBARA  
(the CITY)**

**SCOPE OF WORK AND DELIVERABLES**

The detailed SOW for final design SERVICES for the EEWWTP filter improvements is divided into three major tasks:

Task 1- Final Design for the EEWWTP Filter Improvements,

Task 2 – Services During Bidding for the EEWWTP Filter Improvements, and

Task 3 – Project Management.

The detailed scope of work for these services is described below.

**TASK 1 – FINAL DESIGN FOR THE EEWWTP FILTER IMPROVEMENTS**

The CONSULTANT will prepare detailed design documents consisting of general, demolition, civil, mechanical, structural, architectural, electrical, instrumentation, and plumbing drawings for the EEWWTP Filter Improvements project. The EEWWTP Filter Improvements shall be as described in the Preliminary Design Report (PDR) for the project prepared for the CITY by CDM Smith. The EEWWTP Filter Improvements project detailed design will include the following major facilities or services:

1. Demolition of the existing granular media filter complex and construction of new facilities to accommodate a Microfiltration/Ultrafiltration (MF/UF) system, including ancillary facilities for cleaning and backwash of the membranes, and associated chemical systems
2. Improvements to the existing EEWWTP bulk chemical area to accommodate supply of sodium hypochlorite and aqueous ammonia to the proposed MF/UF system for pretreatment and cleaning.

3. Modifications to the existing electrical room to accommodate electrical feed for the proposed MF/UF system.
4. Evaluation of the existing standby power generators and recommendations to provide standby power to the proposed MF/UF system.
5. Sitework and tie-ins for new and expanded process systems
6. Electrical power expansion
7. Instrumentation/control systems: Integration of the proposed MF/UF systems with the existing plant SCADA system and development of sample HMI screens.

### **Subtask 1.1 – Agency Coordination and Permit Assistance**

***Subtask 1.1.1 – Coordination and Regulatory Meetings.*** As recommended in Technical Memorandum No. 2 included as part of the PDR, the CONSULTANT will assist the CITY in coordinating with the following agencies:

- Regional Water Quality Control Board (RWQCB) - amend the existing WDR/MRP to accommodate necessary changes in lieu of a new or substantively revised permit.
- California Department of Public Health (CDPH) and RWQCB – submit an Engineering Report for the use of recycled water for toilet flushing, an ongoing use not currently authorized in the WDR/MRP.
- RWQCB - submit a report of waste discharge to amend the 1997 WDR/MRP to address the conversion to membrane filtration; the use of recycled water for toilet flushing, car washing, and laundries; flow volumes (if necessary); and changes to the Monitoring and Reporting Program. It is recommended that all of these changes should be addressed in one permit action

The CONSULTANT will work with the CITY on revisions to the Engineering Report that may be needed as the design proceeds from preliminary to final. The project team will maintain communications with regulatory agencies and other stakeholders to help provide early identification of potential issues that could impact the design and/or project approval.

### **Deliverables**

The CONSULTANT will prepare:

- Meeting agendas, presentation materials, and meeting summaries.
- Updates on regulatory changes that could impact the design.

***Subtask 1.1.2 – Building Permit Assistance.*** The CONSULTANT will prepare and submit plan submittals to the City of Santa Barbara Building Department for plan check associated with this project. The following plan checks are anticipated for this project:

- Coastal Development Permit
- Development Application Review Team (DART)

A maximum of 3 meetings will be attended for this subtask to meet with the City building staff.

### **Deliverables**

The CONSULTANT will prepare:

- Submittal packages, including completion of the appropriate forms for the plan checks identified above.

NOTE: It is assumed that the CITY will be responsible for payment of plan check and review fees associated with this Subtask.

### **Subtask 1.2 – Survey and Geotechnical Services**

***Subtask 1.2.1 – Survey.*** Topographical information will be generated from a field surveying process to prepare topographical mapping of the EEWWTP site in the vicinity of the proposed MF/UF systems. All survey work will be completed under the direction and control of a Professional Land Surveyor, licensed by the State of California. The CONSULTANT will research available survey control monuments and set vertical and horizontal control points. The basis of bearings and benchmarks will be indicated on the Drawings. The CONSULTANT will provide the following survey data for the project area:

1. Aerial photographic mapping at 1” equals 20 feet.
2. Topographic contour lines at one foot intervals.
3. Surface features, including existing sewer manholes, drainage structures, and utility and valve covers and vaults.
4. One day of additional field surveying to locate above ground physical improvements, including structures, roads, manholes, visible hydrants, poles, markers, visible utilities

***Subtask 1.2.2 – Geotechnical Investigation.*** To provide site specific geotechnical recommendations for final design, a boring and/or a CPT will be performed in the vicinity of the proposed expansion to obtain subsurface data for foundation design. The supplemental subsurface data will be reviewed to evaluate liquefaction potential based on current seismic criteria, provide foundation design for pile and shallow foundations, and provide earthwork recommendations for the support of the structures.

The CONSULTANT will also provide the following:

1. Acquisition of drilling permits.
2. A site reconnaissance to evaluate geotechnical conditions pertinent to the planned construction. During our reconnaissance, boring locations will be marked in the field for coordination with Underground Services Alert and plant personnel.
3. Subsurface exploration consisting of the excavation, sampling, and logging of one (1) small-diameter borings and/or one (1) cone penetrometer test (CPT) soundings. The borings and CPT Soundings will drilled/extended to a depth of approximately 50 feet or drilling refusal, whichever is shallower. The borings will be drilled to evaluate the subsurface conditions and to collect samples for laboratory testing. The CPT sounding will be performed to collect continuous reading of the subsurface conditions at the site. Relatively undisturbed and bulk samples will be obtained at selected intervals from the borings. The soil samples will be transported to our laboratory for testing. The borings will be grouted and capped with rapid-set concrete if in existing paved areas. Soil cuttings will be put in drums and temporarily stored at EEWWTP.
4. During the field exploration a multi-gas meter and a photoionization detector (PID) will be used to screen soil cuttings and the breathing zone for the presence of methane, oxygen, hydrogen sulfide, and volatile organic compounds (VOCs).
5. Laboratory testing of representative soil samples. Laboratory tests will include evaluation of in-situ moisture and density, grain size, shear strength, consolidation, R-value, sand equivalent, and soil corrosivity characteristics of the soils encountered.
6. Data compilation and Engineering analysis of the information obtained from our background review, subsurface evaluation, and laboratory testing. Our Engineering analyses and recommendations will include:
  - Suitability of the site for the proposed construction from a geotechnical perspective.
  - Description of the geology and soils anticipated during construction, including an evaluation of geologic and seismic hazards that might be present at the site.
  - Evaluation of the depth to groundwater, based on our field explorations.
  - Evaluation of site seismicity and applicable CBC seismic design coefficients.
  - Excavation characteristics of the on-site materials, including anticipated difficult excavating, caving potential, and oversize material handling.
  - Fill material and compaction requirements, including structure pad preparation, suitability of the on-site soils for use as structural fill, bedding and pipe zone material, and trench backfill.

- Stability of temporary excavations and trenches with shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Retaining wall lateral earth pressures (active, passive, and seismic) and appropriate subsurface drainage.
- Foundation design criteria for the proposed EEWWTP expansion, including allowable bearing capacity, modulus of subgrade reaction, soil friction, and estimated total and differential settlement.
- Evaluation of the corrosion potential of on-site soils.

The CONSULTANT will prepare a Geotechnical Report for the project area. The report will include an illustrated site plan and boring and CPT locations, boring and CPT logs, and laboratory test results. Our report will present our findings, conclusions, and recommendations for the proposed treatment facility expansion.

### **Deliverables**

The CONSULTANT will provide 5 copies of the final geotechnical report for the project area.

### **Subtask 1.3 – Design Workshops**

*Subtask 1.3.1 Design Workshop 1 – 60% Design Review (DW1)* – DW1 will be held over one (1) days to discuss the information submitted as part of DS1 (Subtask 1.4.2.1). Attending the Workshop will be the Project Manager and Project Engineer and others as deemed necessary by the Project Manager. This Workshop will consist of a discussion of the drawings and specifications based on a presentation of the material by the design team. Discussions will include status of design and permits, design issues, constructability issues, and material specifications.

*Subtask 1.3.2 Design Workshop 2 (DW2) 90% Design Review* – DW2 will be held over one (1) day to discuss the information submitted as part of DS2 (Subtask 1.4.2.2). Discussion will include status of design and permits, design issues, constructability issues, and material specifications. The format of the Workshop and the documentation of discussion and comments will be the same as DW1. The same CONSULTANT representatives that attended DW1 will attend this meeting.

### **Deliverables**

The CONSULTANT will prepare an agenda, presentation materials, and meeting summaries for Subtask 1.3 Workshops, which will be distributed to those designated by the CITY. If comments from the CITY or other attendees are not received within a week, the summary will be considered final.

### **Subtask 1.4 – EEWWTP Filter Improvements Construction Documents**

The final design of the EEWTP Filter Improvements will consist of the preparation of construction documents, specifications, utility research, Front End and technical specifications, estimate of probable construction cost, and permit assistance.

#### **Subtask 1.4.1 – Utility Coordination/Tie-In Coordination**

The search of the utilities within the area impacted by the construction of the EEWTP filter improvements as defined in the PDR and the EEWTP record drawings will be reviewed. The potholing effort for this project will include two (2) exploratory trenches cut perpendicular to the roadways to a depth of approximately 5-feet deep. The intent of the trenches will be to identify utilities in the heavily congested corridors of the EEWTP. The trenches will be backfilled and compacted and a temporary paving surface of asphalt or concrete slurry applied.

#### **Subtask 1.4.2 – Design Drawings**

The CONSULTANT shall prepare detailed design Drawings as required to construct the work detailed in the PDR. The Drawings will be prepared to CITY standards for public bid.

Submittal deliverables will be made using the following formats:

1. Intermediate review submittals (Tasks 1.4.2.1 & 1.4.2.2): hard copies only.
2. Final bid documents submittal (Task 1.4.2.3):
  - One copy of 22 x 34 vellum reproducible drawings
  - One set of copy ready reproducible specifications
  - PDF Version of the Final Bid Documents (drawings at 11 x 17).

***Subtask 1.4.2.1 – Design Submittal 1 - DS1 (60%).*** The design will be completed to approximately 60 percent. The location and arrangement of significant existing and proposed structures and equipment, existing utilities adjacent to or within the construction area, drawing index, and legend, shall be included. The DS1 submittal will include the following:

1. Major civil, structural, mechanical, and instrumentation drawings will be substantially complete, including plan views, sections, and elevations as appropriate. Auxiliary equipment, details, and schedules may not be included.
2. P&IDs will be essentially complete. Loop tag numbers are fixed and provide the common identification used through the drawings. All control strategies will be complete. Tag numbering of multiple trains will not be provided for this submittal.

3. Opinion of probable cost as defined in Subtask 1.4.4.1 will be prepared using this submittal and be available approximately 3 weeks after the DS1 submittal.
4. Detailed hydraulic profile of existing, modified and new facilities at required flow.
5. Coordination with proposed MF/UF system will be complete.
6. Harmonic analysis.
7. Preliminary motor control schematics will be prepared.
8. Preliminary conduit cable, panel and lighting fixture schedules will be prepared.
9. Communication block diagrams and preliminary communication schematics and plans will be prepared.
10. Instrument loop diagrams will be in draft form.
11. Control descriptions will be complete.
12. Preliminary control panel layouts will be complete.

### **Deliverables**

Five (5) sets of the DS1 Drawings in 11" x 17" print formats will be provided for CITY review.

***Subtask 1.4.2.2 – Design Submittal 2- DS2 (90%).*** The design will be completed to approximately 90 percent with all drawings included in this submittal and all major design completed. Development of new drawings should not be expected after this submittal.

In addition those items included in DS1, the following items will also be provided in the DS2 submittal: equipment and instrumentation database, I/O lists, communication schematics, communications plan, and other project support documentation.

The required systems shall be shown complete with details. Calculations, databases, construction cost estimates (Subtask 1.4.4.2), schedules and other project support documentation will reflect the status of the drawings. An in-house integrated multidiscipline design quality review/cross check of the project deliverables will be completed in accordance with the project QA/QC requirements to maintain consistency with other documents (Subtask 1.5.1).

Included in DS2 will be a specification for system integration of the SCADA. As an appendix to the Integration specification example static Wonderware displays for the microfiltration system will be included (up to 5 main displays and 5 control pop-up displays). To develop the display examples, CONSULTANT will hold an initial 2-hour graphics workshop with CITY staff after the DW1 to review a preliminary list of display examples, graphics standards, and desired functionality. After this workshop, CONSULTANT will develop a draft of the display examples and then conduct another workshop to review each display and determine revisions to be made.

After this workshop a second draft will be developed and submitted for review and comment as part of the DS2 package.

### **Deliverables**

Five (5) sets of the DS2 Drawings in 11" x 17" print formats will be provided for CITY review.

***Subtask 1.4.2.3 – Design Submittal 3 – DS3 (100%) Submittal.*** Final comments from DW2 will be incorporated. The Contract Documents will be ready for Bidding (Task 2.1). The project's design is finished, checked, and complete with adjustments and corrections having been addressed, resolved, and/or incorporated including the comments from the previous submittals, workshops, and reviews.

### **Deliverables**

Five (5) sets of the DS3 Drawings in 11" x 17" print format will be submitted to the CITY. The DS3 (100%) contract documents will be stamped and signed by a Professional Engineer in the State of California.

### **Subtask 1.4.3– Construction Specifications**

The CONSULTANT shall prepare detailed Front End Documents and Technical Specifications in the CSI (Construction Specifications Institute) 16 Division format as required to construct the work detailed in the PDR and summarized above. The Front End Documents will be prepared to CITY or CONSULTANT standards for public bid.

Submittals will be made using the following:

1. Intermediate review and permit submittals: hard copies only.
2. Final bid document submittal: DVD-R drive media in PDF format.

***Subtask 1.4.3.2 – DS1 (60%) Specifications.*** The DS1 Specifications will be completed to approximately 60 percent with Technical Specifications prepared for all major equipment. Preliminary Front End documents will be provided with this submittal.

A meeting will be held with City staff to discuss the overall construction schedule and identify critical path items including equipment procurement and construction phasing. A draft construction sequencing specification will be included as part of the DS1 submittal.

### **Deliverables**

Five (5) hard copy sets of the DS1 Specifications including the Front End Documents will be provided.

***Subtask 1.4.3.2 – DS2 (90%) Specifications.*** The CONSULTANT will finalize Front End Contract Forms based on the CITY's or CONSULTANT's standard documents, including Introduction to Bidders, Bid Form, Agreement, General Conditions, Special Conditions, and forms. The DS2 Specifications will be completed to approximately 90 percent. No new specifications sections should be expected after this submittal.

#### **Deliverables**

Five (5) hard copy sets of the DS2 Specifications will be provided.

***Subtask 1.4.3.3 – DS3 (100%) Specifications.*** Final comments will be incorporated from DS2 and the Contract Documents will be submitted ready for bidding application. The project is finished, checked, and complete with adjustments and corrections that have addressed, resolved, and/or incorporated the comments from the previous submittals, workshops, and reviews.

#### **Deliverables**

Five (5) hard copy sets and a digital DVD (PDF) of the DS3 Specifications will be provided. Electronic copies of the drawing files (.dwg format) and specifications (.doc format) will also be provided. One full size copy of stamped and sealed drawings on Mylar will also be provided. The cover sheet of the drawings will be signed by an executive of the company (vice-president). The DS3 (100%) Construction Specifications will be stamped and signed by a Registered Engineer for the respective disciplines in the State of California.

#### **Subtask 1.4.4 – Opinion of Probable Construction Costs**

The CONSULTANT will prepare an Opinion of the Cost of Construction (opinion of probable cost). The opinion of probable cost will be based on a nationally recognized cost estimating system, R.S. Means or equal. The Opinion of probable costs will be per ACE Construction Cost Estimate Class 2 and Class 1 accuracy for the DS1 and DS2 submittals respectively. .

***Subtask 1.4.4.1 – DS1 Estimate.*** Prepare an Opinion of Probable Cost based on the DS1 (60%) Submittal and reviewed with CITY staff.

***Subtask 1.4.4.2 – DS2 Estimate.*** Update the DS1 Opinion of Probable Cost based on the DS2 (90%) Submittal and review with the CITY staff.

#### **Deliverables**

A written Opinion of Probable Construction Costs will be provided for the DS1 and DS2 submittals as defined in Subtask 1.4.4 above. The bid estimate will be provided prior to bidding (Task 2.1) based on the 90% DS2 submittal.

## **Subtask 1.5 – Quality Assurance/Quality Control**

**Subtask 1.5.1 – QA/QC Review.** The CONSULTANT will perform QA/QC activities, in accordance with the CONSULTANT’s standard QA/QC procedures. QA/QC activities may include the following: document review, calculation checking, discipline coordination check of Drawings and Technical Specifications, compliance with permit requirements, and location of utility conflicts.

**Subtask 1.5.2 – TRC (Technical Review Committee) Review.** In addition to QA/QC reviews, one (1) TRC meeting will be held to review the 60% Complete Detailed Design Documents. The TRC members will consist of the CONSULTANT’s senior process, design and constructability specialists not significantly involved in the project. The CITY is invited to attend and to participate in the TRC meetings. The TRC members are expected to contribute their comments on the documents according to the project QA/QC plan and shall be distributed as appropriate. The documentation will consist of information generated during the review summarized in a series of Comment-Response spreadsheets collected into a 3-ring notebook. The TRC’s comments will be addressed as required by the QA/QC plan in a response memorandum and/or table.

### **Deliverables**

As part of the QA/QC program, the CONSULTANT’s staff and Project CONSULTANTS will generate a QC comment resolution form for each major design submittal to document the QA/QC effort. This form will be supplied at the CITY’s request. The CITY will be furnished with a copy of each TRC’s meeting summary, the review meeting summary, and the response memorandum/table.

## **TASK 2 – SERVICES DURING BIDDING FOR THE EEWTP FILTER IMPROVEMENTS PROJECT**

The CONSULTANT will perform the following services to assist the CITY during bidding.

### **Subtask 2.1 – Bid Assistance**

The CONSULTANT will provide the following services during bidding between the request to advertise (RTA) submittal and Recommendation of Award letter for the various construction contracts. The CITY will reproduce and sell bid documents and maintain an up-to-date listing of plan holders for each construction project.

**Subtask 2.1.1 – Pre-Bid Meeting.** The CONSULTANT will attend and assist the CITY in conducting one (1) pre-bid meeting, including site visit, and a description of the EEWWTP Filter Improvements project for prospective bidders. An agenda, and minutes will be prepared by the CONSULTANT and submitted for distribution by the CITY.

### **Deliverables**

The CONSULTANT will prepare an agenda, presentation materials, and meeting minutes for this meeting, which will be distributed by the CITY. If comments from the CITY or other attendees are not received within a week, the minutes will be considered final minutes.

***Subtask 2.1.2 – Bid Questions/Clarifications.*** The CONSULTANT will respond to technical questions. Bid questions will be document in writing. Timely responses to technical questions will be provided in writing. Budget to respond to up to fifty (50) written questions and requests for clarification from bidders has been estimated in this Scope of Work. The CITY will provide the CONSULTANT’S responses to bid questions/clarifications to the bidders.

### **Deliverables**

The CONSULTANT will respond to technical bid questions in writing. Written responses will be provided to the CITY for reproduction and distribution to all plan holders of record as part of Addenda as applicable.

***Subtask 2.1.3 – Addenda Assistance.*** The CONSULTANT will assist the CITY prepare technical addenda to the Bid Documents and provide copies to the CITY for distribution. Distribution will be provided by the CITY. Based on the complexity of this phase of the project, the CONSULTANT has budgeted for up to two (2) Addenda.

### **Deliverables**

The CONSULTANT will prepare written technical Addenda. Addenda will be provided to the CITY for reproduction and distribution to all plan holders of record.

***Subtask 2.1.4 – Bid Opening and Recommendation.*** The CONSULTANT will attend the bid opening conducted by the CITY and will prepare a bid summary. The CONSULTANT will check the bid of the potential low bidder, verifying contact references, verifying the bidder’s Contractor license status and reviewing other listed information on the bid form.

### **Deliverables**

A written summary of the bid investigation for the low bidder shall be prepared by the CONSULTANT and provided to the CITY

## **ADDITIONAL SCOPE OF WORK ITEMS**

The following scope of work items are provided as extra items to enhance the final design tasks.

### **Subtask O.1 – New Finished Water Reservoir**

As recommended in the PDR, this optional task will include the design of a new tank to replace the existing on-site Finished Water Reservoir with a new steel reservoir with a minimum

capacity of 1.5 million gallons. The scope of work includes one civil site plan, one yard piping plan, two structural drawings, one electrical drawing, and one instrumentation drawing (P&ID).

### **Subtask O.2 – Convert Existing Recycled Water Pumps to Variable Frequency Drives**

As recommended in the PDR, this optional task includes the design to replace the drives on the existing Recycled Water Pumps from constant speed drives to variable frequency drives (VFDs). As part of this task, the existing pump drives will be evaluated to determine compatibility with VFDs. If the drives are not inverter duty rated, a determination will be made on whether they need to be replaced under this Contract.

### **ASSUMPTIONS**

The following is a list of assumptions upon which this Scope of Work is based:

1. Services to be provided by the CONSULTANT under this Scope of Work are limited to those specifically defined herein.
2. The CITY will designate one member of its staff as Project Manager for this project. The Project Manager will serve as the primary point of contact between the CONSULTANT and the CITY.
3. All of the project sites will be made accessible by the CITY for all field activities required for this Scope of Work.
4. Since the new MF/UF system will be outdoors, the proposed HVAC for this project includes an evaluation of the existing HVAC system at the solids electrical room and any improvements required of the HVAC system to accommodate the new electrical equipment associated with the MF/UF system.
5. MF system to be located outdoors under a pre-engineered canopy.
6. Conformed drawings are not required.
7. The costs of characterization and disposal of any material considered hazardous is not included in this Scope of Work.
8. The CONSULTANT will not be responsible for the signing of any required waste disposal manifests.
9. The CITY will assign a representative to attend all meetings with regulatory agencies in conjunction with CONSULTANT staff during the permitting task of this Scope of Work.
10. All permit application fees will be paid for by the CITY. Approving permits is at the sole discretion of the permitting agency.

11. Services related to assistance with advertisement of the project, coordinating the sale and distribution of non-refundable bidding documents, and distributing addenda to the Contract Documents will be performed by the CITY.
12. The CITY's reviews will be accomplished within ten (10) working days from the delivery of the draft documents or sooner as required to meet established schedule unless otherwise noted.
13. Comments received after the 90% submittal may be considered additional services.
14. The CONSULTANT will begin work within 14 calendar days of receipt of executed Scope of Work.
15. Effort to respond to bid protests is not provided and can be added as additional services if needed.
16. CITY will perform CEQA for this project. It is expected that the project will be able to obtain an exemption.

### **TIME OF COMPLETION**

**Figure 1** is a preliminary schedule for the proposed Scope of Work. This preliminary schedule assumes that the CONSULTANT will receive an executed Scope of Work from the CITY on or before **March 1, 2013**. This schedule will be adjusted and refined after receipt of the executed Scope of Work.

This schedule assumes that data requested from the CITY are provided in a timely manner, and that CITY comments on the listed submittals are provided within the time frame noted.

### **PAYMENT AND COMPENSATION**

The fee for Tasks 1 to 2 for the professional services described above will be time and materials with an upper limit of \$742,400. The CONSULTANT will submit one invoice each month. The monthly invoice amount will be based on the actual work incurred. Each invoice will be substantiated by a monthly written status report.

**City of Santa Barbara - El Estero**  
**Engineering Services for Final Design of Filter Improvements**  
**Attachment A - Schedule**

	Nos. of Days	Start Date	End Date	2013												2014				
				MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
<b>TASK 1: FINAL DESIGN</b>																				
Kickoff Meeting	1	3/1/2013	3/2/2013	■																
Agency Coordination/Permit Assistance																				
State Coordination	180	3/2/2013	8/29/2013	■																
Permit Assistance	60	8/12/2013	10/11/2013									■	■	■						
Survey and Geotechnical Services	45	3/16/2013	4/30/2013	■	■	■														
Expansion Construction Documents																				
Utility Coordination	14	3/16/2013	3/30/2013	■	■															
60% Drawings	60	3/16/2013	5/15/2013	■	■	■														
60% Specifications	60	3/16/2013	5/15/2013	■	■	■														
60% Cost Estimate and Schedule	14	5/15/2013	5/29/2013			■														
60% Review Workshop	1	6/12/2013	6/13/2013				■													
City Review	14	5/29/2013	6/12/2013				■													
90% Drawings	60	6/13/2013	8/12/2013				■	■	■											
90% Specifications	60	6/13/2013	8/12/2013				■	■	■											
90% Cost Estimate and Schedule	10	8/12/2013	8/22/2013								■									
90% Review Workshop	1	8/26/2013	8/27/2013								■									
City Review	14	8/12/2013	8/26/2013								■	■								
100% Drawings and Specifications	40	8/27/2013	10/6/2013									■	■							
100% Cost Estimate and Schedule	10	10/6/2013	10/16/2013										■							
<b>TASK 2: BID SERVICES DURING CONSTRUCTION</b>																				
Pre-Bid conference	1	10/30/2013	10/31/2013											■						
Bid questions	45	10/31/2013	12/15/2013											■	■	■				
Addenda Preparation	7	12/1/2013	12/8/2013												■					
Bid Recommendation	2	12/16/2013	12/18/2013														■			
<b>TASK 3: MANAGEMENT AND MEETINGS</b>																				
Project Management	292	3/1/2013	12/18/2013	■																
Meetings	292	3/1/2013	12/18/2013			■				■			■		■		■			



## EXHIBIT B

### Contractor's Nondiscriminatory Employment Certificate

**CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE**  
**Santa Barbara Municipal Code § 9.126.020**

**A. Certificate Generally**

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

**B. Contents of Certificate**

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with

the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
  - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
  - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
  - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.
  
9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
  - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
  - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

## LIVING WAGE CERTIFICATION

Official notification to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as "the Ordinance"). Pursuant to this ordinance, you are hereby notified that your company is required to demonstrate compliance by completing and returning the attached compliance statement. This statement must be completed and returned before contract commencement. **You may fax the compliance statement to: either the requesting department or to the City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.**

Please Note: Current living wage rates will apply to all subsequent contracts and amendments during the remainder of the current fiscal year ending June 30, 2013.

The City of Santa Barbara Living Wage Ordinance was adopted on April 4, 2006 (Ordinance number 5384). All capitalized terms used herein are used as defined in the Ordinance. The Ordinance requires that persons directly working on City of Santa Barbara contracts, for services specified in the ordinance, are to be paid a living wage while working on the City of Santa Barbara contract. The Ordinance only applies to those persons directly providing services to the City and does not apply to administrative or support staff employees of a Service Contract, such as administrators, payroll, personnel, or similar employees. The Ordinance also does not apply to employees who are Handicapped, Apprentices, Learners, or Student Interns, who are otherwise part of an employer's training program as those terms are defined in the Ordinance. The Ordinance also states that employees have the right to expressly negotiate and agree to wage and benefit levels different than those required by the Ordinance.

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees.

Effective from July 1, 2012, through June 30, 2013, the current rate for minimum compensation to employees is:

1. If benefits are not provided to an Employee, a wage of no less than \$16.08 per hour.
2. If Basic Medical Insurance and Compensated Holidays are provided to the Employee, a wage of no less than \$13.79 per hour.
3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$12.64 per hour.

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

**Also be advised that the City may request any or all certified payrolls associated with this contract, however, any such request will be made to your firm in writing and provide fourteen calendar days to respond. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.**

**Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.**

1. \* Select A, B C or D below.

**A. The Living Wage Ordinance does not apply to this contract because:**

**Exemption for Handicapped Individuals and Apprentices.** For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.

**Exemption for Student Interns.** For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.

**Public Entity.**

**Non-profit exemption.**

**Workers are part of a bona fide collective bargaining agreement.**

**Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).**

Services are incidental. Explain: \_\_\_\_\_

---

**\* Complete the certification portion on page 3.**

B. Employees working on City of Santa Barbara contracts receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$16.08 per hour without benefits.

*\* Complete items #2, #3, #4, #5 and the certification portion on page 3.*

C. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$13.79 per hour with the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.

*\* Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

D. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$12.64 per hour with all of the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.

3. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
4. One additional Supplemental Benefit as defined in the Ordinance.
  - Pension or deferred compensation retirement plan.
  - Childcare or dependent care.
  - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
  - Other: \_\_\_\_\_

*\* Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

2. Will any subcontractors perform work on this contract?    Yes    No  
If yes, please indicate company(s) on an additional page.

3. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts?    Yes    No

4. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested?    Yes    No

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

5. a) Please provide the total affect that the Living Wage requirements had on your bid price (i.e., no cost affect, increase bid price by \$..., etc.)?

\_\_\_\_\_

b) How many employees benefited from the living wage requirement? \_\_\_\_\_

c) How much did the above employees benefit in aggregate during the contract:

\$\_\_\_\_\_

6. The City has several insurance plans. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.

**Aetna HMO:** No deductible, \$100 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary.

**Kaiser HMO:** No deductible, \$35 co-pay for emergency room visits, no charge for preventative care, \$10 co-pay for office visits; Prescriptions: \$5 co-pay for generics; \$15 co-pay for brand, & non-formulary is not covered.

**Aetna Open Access Managed Care PPO:** Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary.

**Aetna Health Reimbursement PPO:** Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary.

**Aetna Health Savings Account PPO:** Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary.

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

---

**Company Name**

---

**Company Address**

**City, State, Zip**

---

**Contact Name**

**Phone number**

**Fax number**

---

**Name and Title (Please print)**

**Signature**

---

**Date**

You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

