

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HDR ENGINEERING INC.**

**FOR
NORTH CITY CONVEYANCE SYSTEM**

CONTRACT NUMBER: H156508

DOCUMENT NO. 310187
FILED JAN 12 2016
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

ARTICLE I

Design PROFESSIONAL SERVICES

1.1 Scope of Services..... 1
1.2 Contract Administrator..... 1
1.3 City Modification of Scope of Services.....2
1.4 Written Authorization2
1.5 Confidentiality of Services 2
1.6 Competitive Bidding.....2

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement3
2.2 Time of Essence.....3
2.3 Notification of Delay3
2.4 Delay3
2.5 City's Right to Suspend for Convenience3
2.6 City's Right to Terminate for Convenience..... 4
2.7 City's Right to Terminate for Default.....4

ARTICLE III

COMPENSATION

3.1 Amount of Compensation..... 4
3.2 Additional Services.....6
3.3 Manner of Payment 6
3.4 Additional Costs7
3.5 Eighty Percent Notification7

ARTICLE IV

DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards7
4.2 Right to Audit.....7
4.3 Insurance 8

4.4	Subcontractors.....	11
4.5	Contract Records and Reports.	12
4.6	Non-Discrimination Requirements.	13
4.7	Drug-Free Workplace	13
4.8	Title 24/Americans with Disabilities Act Requirements.....	14
4.9	Product Endorsement	14
4.10	Conflict of Interest.	14
4.11	Mandatory Assistance.....	16
4.12	Compensation for Mandatory Assistance.....	16
4.13	Attorney Fees related to Mandatory Assistance	16
4.14	Energy Conservation Specifications.....	16
4.15	Notification of Increased Construction Cost	17
4.16	Sustainable Building Policy.	17
4.17	Design-Build Competition Eligibility	17
4.18	Storm Water Management Discharge Control	17
4.19	ADA Certification	17
4.20	Prevailing Wage Rates	17

ARTICLE V
RESERVED

ARTICLE VI
INDEMNIFICATION

6.1	Indemnification.....	20
6.2	Design Professional Services Indemnification and Defense	20
6.3	Insurance	21
6.4	Enforcement Costs	21

ARTICLE VII
MEDIATION

7.1	Mandatory Non-binding Mediation.	21
7.2	Mandatory Mediation Costs	21
7.3	Selection of Mediator	21
7.4	Conduct of Mediation Sessions	22

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire.....22
8.2 Rights in Data22
8.3 Intellectual Property Rights Assignment.....22
8.4 Moral Rights23
8.5 Subcontracting23
8.6 Publication Design.....23
8.7 Intellectual Property Warranty and Indemnification.....23
8.8 Enforcement Costs24

ARTICLE IX

MISCELLANEOUS

9.1 Notices 24
9.2 Headings24
9.3 Non-Assignment24
9.4 Independent Contractors.....24
9.5 Design Professional and Subcontractor Principals for Professional Services.....24
9.6 Additional Design Professionals or Contractors25
9.7 Employment of City Staff25
9.8 Covenants and Conditions25
9.9 Compliance with Controlling Law.....25
9.10 Jurisdiction25
9.11 Successors in Interest25
9.12 Integration.....25
9.13 Counterparts26
9.14 No Waiver.....26
9.15 Severability.....26
9.16 Municipal Powers26
9.17 Drafting Ambiguities26
9.18 Conflicts Between Terms26
9.19 Design Professional Evaluation26
9.20 Exhibits Incorporated.26
9.21 Survival of Obligations.....26
9.22 Contractor Standards. 27

9.23 Equal Benefits Ordinance27
9.24 Public Records27
9.25 Precluded Participation.....27

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HDR ENGINEERING INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and HDR ENGINEERING INC., [Design Professional] for the Design Professional to provide Professional Services to the City for the North City Conveyance System (H156508) [Project].

RECITALS

The City wants to retain the services of a professional civil engineering firm to provide civil engineering services [Professional Services].

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Design Professional shall perform the Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

1.2 Contract Administrator. The Public Utilities Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Public Utilities Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or February 1, 2021; whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$21,188,977. The compensation for the Scope of Services shall not exceed \$19,688,977 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$1,500,000. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Total Not to Exceed Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$9,527,678
2	From 9/1/2016 through completion of the Agreement	\$9,971,751
3	From 9/1/2017 through completion of the Agreement	\$585,862
4	From 9/1/2018 through completion of the Agreement	\$335,862
5	From 9/1/2019 through completion of the Agreement	\$335,862
6	From 9/1/2020 through completion of the Agreement	\$431,962
Total		\$21,188,977

3.1.2 It is expressly understood by and between the City and the Design Professional that the work and compensation for each Funding Phase is subject to funds being appropriated and authorized by the City Council for said services and compensation. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. The amount of funds available at time of contract award is not considered sufficient for the performance required for any Funding Phase other than Funding Phase 1. When additional funds are available for the full requirements of the next Funding Phase, the City shall so notify the Design Professional in writing. The City shall also modify the amount of funds as available for contract performance as described in the Funding Schedule. This procedure shall apply for each successive Funding Phase.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule as available for contract performance and authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any Funding Phase after the first phase, unless and until written notification is received from the City of an increase in availability of funds. If so notified, the Design Professional's obligation shall increase only to the extent contract performance is required for the additional Funding Phase for which funds are made available.

d. If the Agreement is terminated under Section 2.6 “City’s Right to Terminate for Convenience”, the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under those specific Funding Phases for which funds have been made available. If the Agreement is terminated for default, the City’s rights under this Agreement shall apply to the entire multi-phase requirements.

e. Notification to the Design Professional of an increase or decrease in the funds available for performance of this Agreement under another clause (e.g., an “option” or “changes” clause), shall not constitute the notification contemplated by subparagraph *a* above.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 A shall not exceed amount as full compensation for all work described in this AGREEMENT and its Exhibits, except for Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT; and

3.1.3.2 A shall not exceed amount for Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

<u>Funding Phases</u>	<u>Fixed Amount</u>	<u>Not to Exceed Amount for Additional Services</u>	<u>Total Not to Exceed Amount</u>
1	\$9,027,678	\$500,000	\$9,527,678
2	\$9,221,751	\$750,000	\$9,971,751
3	\$335,862	\$250,000	\$585,862
4	\$335,862	\$0	\$335,862
5	\$335,862	\$0	\$335,862
6	\$431,962	\$0	\$431,962
Total	\$19,688,977	\$1,500,000	\$21,188,977

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the

Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design

Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's

failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

4.4.1.2 The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

4.4.1.4 In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and (Exhibit D) of this Agreement.

4.4.1.6 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

4.5 Contract Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Design Professional shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Design Professional must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Design Professional and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Design Professional and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit:
<http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program.

The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Design Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego

Resolution R-277952 and incorporated into this Agreement by this reference. The Design Professional shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

4.7.1 Design Professional's Notice to Employees. The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Design Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090,

et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.16 Sustainable Building Policy. The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time. Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

4.19 ADA Certification. The Design Professional hereby certifies (Exhibit L) that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000

and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.20.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.20.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.20.2. Penalties for Violations. Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

4.20.3. Payroll Records. Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design

Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1. For agreements entered into on or after April 1, 2015, Design Professional and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.20.4. Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5. Working Hours. Design Professional and their subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6. Required Provisions for Subcontracts. Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.20.7. Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

4.20.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.20.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Design Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Design Professional or subcontractor shall not be qualified to bid on,

be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration to the City upon request.

4.20.9.1. A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

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

ARTICLE VII MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

7.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

7.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be

necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims

of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

8.8 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, c/o Amer Barhoumi, MS 901A, 9192 Topaz Way, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: Kip D. Field, Vice President/Area Manager, 3230 El Camino Real, Suite 200, Irvine, California 92602.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Douglas Biglen [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the

Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

9.6 Additional Design Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

9.8 Covenants and Conditions. All provisions of this Agreement, expressed as either covenants or conditions on the part of the City or the Design Professional, shall be deemed to be both covenants and conditions.

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.10 Jurisdiction. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.13 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.14 No Waiver. No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

9.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.16 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.17 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.18 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

9.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.23 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit J. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, Design Professional must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Design Professional must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Design Professional also must give the City access to documents and records sufficient for the City to verify the Design Professional is providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

9.24 Public Records. This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit K (Regarding Information Requested under the California Public Records Act).

9.25 Precluded Participation. A person or firm who has previously been involved in an advisory or consultative capacity relating to planning, preliminary discussions, preliminary design, or drawing of plans and specification of the subject project, may not perform or participate in any work resulting from this contract. This preclusion does not apply to a person who is an engineer, geologist, or architect employed by a consulting engineering or architectural firm, provided that person is not an officer, director, or other primary management level employee.

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DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 310187, authorizing such execution, and by the Design Professional pursuant to HDR ENGINEERING INC.'s signature authority document.

Dated this 11 day of MARCH, 2016.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature]
James Nagelvoort
Director, Public Works Department

I HEREBY CERTIFY I can legally bind HDR ENGINEERING INC., and that I have read all of this Agreement, this 9th day of October, 2015.

By: [Signature]
Kip D. Field
Vice President-Area Manager

I HEREBY APPROVE the form of the foregoing Agreement this 14th day of March, 2016.

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Christine Leone
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

FOR THE
NORTH CITY CONVEYANCE SYSTEM
(H156508)

NORTH CITY ADVANCED WATER PURIFICATION PUMP STATIONS
NORTH CITY TO MISSION GORGE ADVANCED PURIFIED WATER PIPELINE
MISSION GORGE TO SAN VICENTE ADVANCED PURIFIED WATER PIPELINE
NORTH CITY TO MIRAMAR ADVANCED PURIFIED WATER PIPELINE
DECHLORINATION FACILITY

TABLE OF CONTENTS

PHASE A – DESIGN	5
GENERAL	5
TASK 1 CITY MANAGEMENT SUPPORT	7
1.1 PROGRESS MEETINGS AND REPORT	8
1.2 SCHEDULING/ENGINEERING AND COST MONITORING	10
1.3 RECORDS MANAGEMENT	10
1.4 COORDINATION WITH OTHER CITY PROJECTS AND OTHER AGENCIES	10
1.5 KICKOFF MEETING	11
TASK 2 NOT IN CONTRACT (NIC)	12
TASK 3 PUBLIC INFORMATION PROGRAM ASSISTANCE	12
3.1 IDENTIFY FOCUS GROUPS, COMMUNITY ADVISORY GROUPS AND IMPACTED COMMUNITIES	12
3.2 ATTEND COMMUNITY ADVISORY FOCUS GROUP MEETINGS	13
3.3 ATTENDANCE AND PREPARATION FOR PUBLIC INFORMATION MEETINGS	13
3.4 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW	13
TASK 4 ENVIRONMENTAL IMPACT REPORT	14
TASK 5 INVESTIGATIONS	14
5.1 PROPERTY ACQUISITION ASSISTANCE	14
5.2 GEOTECHNICAL INVESTIGATION	14
5.3 CORROSION SURVEY AND STRAY CURRENT REPORT	18
TASK 6 DESIGN DEVELOPMENT	20

6.1 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES.....20

6.2 THIRTY PERCENT DESIGN DEVELOPMENT.....21

 6.2.1 PIPELINE DESIGN.....23

 6.2.2 PUMP STATION DESIGN23

 6.2.3 PURIFIED WATER DISCHARGE STRUCTURE DESIGN.....24

 6.2.4 DECHLORINATION FACILITY DESIGN25

6.3 IDENTIFY CONSTRUCTION STAGING AREAS25

6.4 AUTHORIZATION FOR FINAL DESIGN25

TASK 7 FINAL DESIGN.....26

 7.1 SIXTY PERCENT LEVEL OF FINAL DESIGN27

 7.2 NINETY PERCENT LEVEL OF FINAL DESIGN28

 7.3 ONE HUNDRED PERCENT DESIGN SUBMITTAL28

 7.4 FINAL DESIGN SUBMITTAL.....28

TASK 8 SUPPLEMENTAL DESIGN29

 8.1 TRANSIENT ANALYSIS29

TASK 9 DESIGN REVIEWS AND APPROVALS30

 9.1 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING30

 9.2 CITY REVIEW30

TASK 10 VALUE ENGINEERING.....31

TASK 11 CONSTRUCTION COST ESTIMATES.....31

 11.1 PREPARE 30 PERCENT CONSTRUCTION COST ESTIMATE.....32

 11.2 PREPARE 60 PERCENT CONSTRUCTION COST ESTIMATE.....32

 11.3 PREPARE 90 PERCENT CONSTRUCTION COST ESTIMATE.....32

 11.4 FINAL PRE-BID CONSTRUCTION COST ESTIMATE.....33

TASK 12 CONSTRUCTABILITY REVIEW SUPPORT33

TASK 13 PERMITTING34

 13.1 PERMIT WORK PLAN AND SCHEDULE.....34

 13.2 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS.....35

 13.3 COORDINATION AND AGENCY INTERACTION36

TASK 14 OPERATIONS AND MAINTENANCE MANUAL36

 14.1 PRELIMINARY DRAFT OPERATIONS MANUAL, VOLUME I AND VOLUME II OF THE O&M
MANUAL.....37

 14.2 REVISED DRAFT OPERATIONS MANUAL, VOLUME I AND VOLUME II OF THE O&M MANUAL.....37

 14.3 MAINTENANCE MANUAL SPECIFICATION, VOLUME I AND VOLUME II OF THE O&M MANUAL....37

TASK 15 ADDITIONAL SERVICES38

 15.1 PERMITTING FEES38

EXHIBIT A

15.2 ADDITIONAL UNDERGROUND UTILITY EXPLORATION (POTHOLING) SERVICES..... 38
15.3 FIBER REINFORCED PLASTIC SPECIALTY..... 38
15.4 PHASE I AND PHASE II ENVIRONMENTAL SERVICES FOR THE MIRAMAR ALIGNMENT 39

Design REVIEW CHECKLIST: 10%40
Design REVIEW CHECKLIST: 30%44
Design REVIEW CHECKLIST: 60%48
Design REVIEW CHECKLIST: 90%50
Design REVIEW CHECKLIST: 90%52

PHASE B – BIDDING53

GENERAL53

TASK 1 CITY MANAGEMENT SUPPORT53

1.1 CITY PROGRESS MEETING (NOT IN CONTRACT)53
 1.2 COORDINATION WITH OTHER PROJECTS.....53

TASK 2 ATTEND PRE-BID CONFERENCE AND SITE VISIT54

TASK 3 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS54

TASK 4 PREPARE TECHNICAL ADDENDA.....54

TASK 5 (NIC).....54

TASK 6 INCORPORATE ADDENDA INTO THE BID DOCUMENTS.....54

PHASE C- CONSTRUCTION56

GENERAL56

TASK 1 CITY MANAGEMENT SUPPORT56

1.1 INTERFACE WITH OTHER AGENCIES.....56
 1.2 COORDINATION WITH OTHER PROJECTS.....57

TASK 2 ATTEND CONSTRUCTION MEETINGS57

2.1 PRECONSTRUCTION CONFERENCE57
 2.2 PROJECT CONSTRUCTION MEETINGS57

TASK 3 SUBMITTAL REVIEW/INSPECTION.....58

3.1 SUBMITTAL REVIEW58
 3.2 WITNESS EQUIPMENT TEST58
 3.3 FUNCTIONAL ACCEPTANCE TEST59

TASK 4 RESPOND TO TECHNICAL REQUESTS FOR INFORMATION/CLARIFICATION.....59

TASK 5 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE59

 5.1 REVIEW DRAFT CONTRACT CHANGE ORDERS PREPARED BY OTHERS (NIC)59

 5.2 ASSIST IN THE PREPARATION OF CHANGE ORDERS.....60

TASK 6 PREPARE RECORD DRAWINGS60

TASK 7 PREPARE OPERATIONS AND MAINTENANCE MANUALS.....61

TASK 8 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING.....61

TASK 9 REVIEW START-UP PLAN62

PHASE D – START UP.....63

GENERAL.....63

TASK 1 TESTS63

TASK 2 WARRANTY.....63

TASK 3 ASSISTANCE.....63

TASK 4 (NOT IN CONTRACT).....63

TASK 5 (NOT IN CONTRACT).....63

**DETAILED SCOPE OF SERVICES
FOR THE
NORTH CITY CONVEYANCE SYSTEM
(H156508)**

NORTH CITY ADVANCED WATER PURIFICATION PUMP STATIONS
NORTH CITY TO MISSION GORGE ADVANCED PURIFIED WATER PIPELINE
MISSION GORGE TO SAN VICENTE ADVANCED PURIFIED WATER PIPELINE
NORTH CITY TO MIRAMAR ADVANCED PURIFIED WATER PIPELINE
DECHLORINATION FACILITY

PHASE A – DESIGN

GENERAL

The North City Conveyance System (NCCS) is defined as two conveyance systems. The first system is referred to as the North City to San Vicente Conveyance System which includes two Advanced Water Purification Pump Stations, approximately 28 miles of 48-inch pipeline and a De-chlorination Facility located within proximity of the San Vicente Reservoir. The second conveyance system is the North City to Miramar Conveyance System. This system includes one Advanced Water Purification Pump Station located at the North City Advanced Water Purification Facility across from the North City Water Reclamation Plant, approximately 13 miles of 48-inch pipeline and a De-chlorination facility located within proximity of the Miramar Reservoir.

The scope consists of the CONSULTANT's design engineering services for both of these systems. Details of the North City to San Vicente Conveyance System are shown in the 10% Engineering Design Report dated June 2015. Details of the North City to Miramar Conveyance are limited to what is presented in the preliminary Study conducted by Brown & Caldwell dated June 2015. Both reports may be downloaded from the following link: <ftp.sannet.gov/OUT/NC-SVR-MR>

The following scope of services defines the CONSULTANT's scope of services for the detailed design of both the North City to San Vicente Conveyance System and the North City to Miramar Conveyance System. The CITY does not intend to construct two conveyance systems, however, and anticipates terminating the design work on one of the conveyance systems when certain regulatory decisions are made by the State. CONSULTANT will be compensated for work performed on the terminated conveyance system in accordance with section **2.6 City's Right to Terminate for Convenience**. Compensation will be based on the CONSULTANT original

proposal submitted to the City. The CONSULTANT shall prepare documents for the construction of each of the projects in multiple construction packages as detailed in Task 7.

The CONSULTANT shall prepare documents for the construction of the project in multiple construction packages as detailed in Task 7.

As stated earlier, the CITY has prepared a 10% Engineering Design Report for the NCCS related to San Vicente Reservoir Augmentation. The 10% Engineering Design Report resolved majority of the issues that will have significant impact on the overall project. Preliminary community input has been incorporated by the CITY as critical elements in the development of the Pre-design Report and is expected to continue during the design process. Additionally, The City has prepared a planning level document for the North City to Miramar Conveyance System. The Planning Study and the 10% Engineering Design Report along with the Program Guidelines and Standards Specifications for Public Works Construction 2012 edition will define the scope of work for the detailed design activities. The Pre-Design Report and planning document allowed for facility phasing from 15 mgd. to 30 mgd. Under this scope the CONSULTANT shall size the facility for ultimate capacity ranging from 22 to 31 MGD. No phasing shall be considered. Any significant departure from approved design concepts will be treated as a change in scope throughout the design, bidding and construction phase of this Agreement.

This scope of services defines more specifically the level of effort to be undertaken to advance the pre-design report and the Planning Study to 100% design level for each project, the San Vicente Reservoir option and the Miramar Reservoir option.

All project activities will be performed separately, tracked separately, and invoiced separately under this contract and scope of services.

- The CONSULTANT is responsible to exercise the appropriate level of engineering to advance the Planning Study for the North City to Miramar Conveyance System and the 10% Engineering Design Report on the North City to San Vicente Conveyance System to a complete and properly coordinated construction level documents as specified in Task 7. Therefore, the CONSULTANT will perform the engineering tasks necessary to refine and optimize the project through further development of Planning Study and the Pre-design, alternative evaluations, efficient layout and utilization of equipment and materials, attention to operational health and safety, and quality control (QA/QC), all as more specifically described in the Tasks below. Therefore, the CONSULTANT shall take full responsibility for the final design of all tasks authorized by the CITY.

The City shall provide complete mapping for the entire project; pipeline alignments, pump stations, discharge structures, de-chlorination facilities, as well as connection locations for discharging non-spec water. Mapping shall be in Microstation format, complete and formatted to City standards. Mapping shall include all rights of way, easements, and property line

information. All survey information including benchmarks, basis of bearing, horizontal and vertical control shall be included with the mapping files.

The final design will be based on the preliminary schedule included in Exhibit A, which allows for a fifteen (15) month design schedule. The City reserves the right to terminate the design services on both or either one of the conveyance systems mentioned herein at any time during the design process. In the event that one project or the other is cancelled, CONSULTANT will be given 30-days to archive and deliver files and documentation completed to date and invoice for final costs associated with the cancellation.

TASK 1 CITY MANAGEMENT SUPPORT (COMMON ELEMENTS CONTAINED IN THIS TASK)

Provide management and technical support to the CITY in the execution of the NCCS Design. Provide continuous presence in San Diego by technical design management personnel during the design process. The CONSULTANT shall prepare a Project Execution Plan (PXP) that is specific to the North City Conveyance System. The PXP must follow industry best practices and must include QA/QC plan. The CONSULTANT must attend meetings as requested by the CITY and coordinate the preparation of supporting materials as required. Coordination meetings and deliverables are identified in the subsequent subtasks and elsewhere throughout this scope of services.

- Value engineering support,
- Preparation of request for clarifications and deviations,
- Review of Deviation/Inconsistency Reports,
- Public information support,
- Operations and maintenance review,
- Preparation of construction scheduling and cost trending,
- Participation in Bid ability/Constructability reviews,
- Construction cost estimating,
- Permits and right-of-ways,
- Operations and Maintenance manual,
- Bidding and contract requirements,
- Coordinate with related Projects,
- Long lead time equipment and materials, and

- Environmental issues.

1.1 PROGRESS MEETINGS AND REPORT (COMMON ELEMENTS CONTAINED IN THIS TASK)

Prepare the meeting agenda and attend 15 monthly project status report meetings and 4 comment resolution meetings (at 30%, 60%, 90% and 100%) with the CITY personnel in the Public Utilities Department offices. Prepare and submit five (5) days in advance of the meeting, technical memorandum on key issues (and monthly status report) to be addressed at the meetings. Provide technical representation at the meeting to respond to CITY questions on the key issues. Provide meeting minutes to the CITY within 5 working days of the meeting. All meetings must be attended by the CONSULTANT's Project Manager.

Monthly Meeting topics will include:

- Review previous meeting minutes,
- Progress,
 - Budget, and
 - Schedule and Cost monitoring.
- Deliverable status,
 - Submitted deliverables, and
 - Scheduled deliverables,
- Project Issues and recommended resolutions,
- Deviation request status, and
- Coordination with related Projects.

Each meeting will be limited to four hours in length exclusive of meeting preparation and follow-up minute preparation effort.

Monthly status meetings will be conducted for the San Vicente Reservoir Project and the Miramar Reservoir Project and both projects will be discussed separately.

CONSULTANT staff to attend each monthly meeting shall be the Project Manager, Administrative Coordinator, each Design Team Lead, and the Permitting Coordinator, for a total of up to four (4) CONSULTANT team members.

Both the San Vicente and Miramar options will be discussed, and the meetings will be limited to four (4) hours in length exclusive of meeting preparation and follow-up minute preparation effort.

Comment Resolution Meetings

The CONSULTANT shall have a total of four (4) comment resolution meetings, at 30%, 60% and 90% and 100% design.

DELIVERABLES (10 copies each)

Meeting agenda,

Meeting minutes, and

Response to comments on 30%, 60%, 90% and 100%

Monthly progress reports which includes:

- a) Written narrative report on the status of work along with listings of those tasks to commence, be completed, or in need to acceleration.
- b) Project schedule update with percent complete values provided by task and subtasks with those tasks and subtasks behind schedule highlighted.
- c) Permitting updates.
- d) Coordination with other projects.
- e) Technical Memoranda.
- f) Updated project expenditure curve.
- g) Updated earned value curve.
- h) Current deviation report.
- i) Cost management report defining the current construction cost estimate for the project based on approved deviations.
- j) Project issues report with a schedule for resolution of outstanding issues.

CONSULTANT staff to attend each comment resolution meeting shall be the Project Manager, Administrative Coordinator, and each Design Package Team Lead. If necessary, a discipline lead will attend to assist with technical issues, so a total of up to four (4) CONSULTANT staff will attend each meeting. Each meeting is anticipated to last four (4) hours.

In order to expedite the review process we would propose to invite the City reviewer's to attend a review meeting and present their concerns and comments and work through them at the meeting. This would expedite review time and will reduce the number of comments generated.

1.2 SCHEDULING/ENGINEERING AND COST MONITORING

Prepare and maintain a project specific schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables. The CONSULTANT shall coordinate the development of the schedule with the CITY to have the schedule be compatible with the PUD Cost/Schedule Control System (C/SCS). The schedule shall be updated monthly and be provided as an appendix to the monthly progress report. The schedule must show design completion 15 months after Notice to Proceed (NTP). Schedules and costs will be tracked and reported separately for the San Vicente and Miramar projects. A single report will be submitted that will present the statuses of both projects.

Prepare a monthly document status report that will list all deliverables and define current progress and scheduled completion dates. The report will itemize information at the task level within each project phase, and be provided as an appendix to the monthly progress report.

Within 30 days from issuance of NTP to the CONSULTANT, the CONSULTANT shall prepare and submit a cost loaded schedule. This cost loaded schedule will clearly identify costs and percentage complete for each task for intermediate and final deliverables and associated milestones.

DELIVERABLES (1 copy)

P6 Schedule with cost loading.

1.3 RECORDS MANAGEMENT

The CONSULTANT shall maintain a Document Control System that is compatible with City Public Utilities Records Management Document Control System.

1.4 COORDINATION WITH OTHER CITY PROJECTS AND OTHER AGENCIES

This project is an integral part of a large water supply system and will require coordination and design interface with other Public Utilities Department (PUD) projects and other Participating Agencies within the Metropolitan Wastewater System. This subtask is based on coordination with other projects and agencies identified in the 10% Engineering Design Report and other Planning Documents.

The CONSULTANT shall coordinate flow rates, pressure and material requirements with consultants of related projects. The CONSULTANTS and CITY will define and agree to locations and methods to connect to each adjoining project. Drawings will be provided by the

CONSULTANT to the consultants of the connecting projects to identify horizontal, vertical, and alignment conditions associated with each point of contact interface. Responsibilities for final connection will be established based on the last contractor scheduled to perform construction work at the point of connection.

The CONSULTANT shall coordinate with the consultant for the AWPf to obtain disinfection facilities design criteria to facilitate design of the De-chlorination facilities. Also coordinate Architectural issues, Electrical Power Distribution issues, Distribution Control System Coordination, phone and plant security issues including interfaces, Final pH and alkalinity adjustment, Public Art Incorporation issues, Construction Staging and Contractor's limits. Additionally, the NCCS Consultant to coordinate with AWPf Consultant on the design chemical feed facilities needed along the pipeline alignment. Any chemical feed facility needed at the AWPf site will be the responsibility of the AWPf Consultant.

This task includes necessary meetings, field trips, minor engineering revisions, and all other activities, which are required to provide a full coordination effort to make the facility operational and functional. The level of effort for coordination with the consultant for the AWPf and other consultants shall include up to ten (10) meetings, three (3) hours each meeting and attended by one (1) person.

Project Coordination meetings with other Participating Agencies are estimated at 4 hours per month. Up to two CONSULTANT'S Team members will attend each meeting.

1.5 KICKOFF MEETING (COMMON ELEMENTS CONTAINED IN THIS TASK)

The CITY shall conduct a one-day meeting and the CONSULTANT shall commit the following personnel to attend:

- An Officer of the CONSULTANT'S firm,
- The Project Manager of the CONSULTANT'S firm,
- The Major Task Leaders, and
- A Representative from each Major Subconsultant

The CONSULTANT'S Team will send up to four (4) staff to the kickoff meeting, which is expected to last 4 hours. The CONSULTANT is responsible for preparing the agenda and meeting minutes.

TASK 2 NOT IN CONTRACT (NIC)

TASK 3 PUBLIC INFORMATION PROGRAM ASSISTANCE

Where City employees can and currently do perform the services/scope of work identified in this section, consistent with their classification, they will continue to do so. The services/scope of work listed in this section is not intended to take away any City employees' work. The CONSULTANT will support the established Project Public Outreach Program (PPOP) that is contracted by PUD to others. An important and time-intensive element of the PPOP support is the attendance at public presentations for technical personnel who can address the complicated issues of the project design and associated impacts. With the high potential for public concern regarding this project, such public meetings are anticipated, as described in the following Tasks. In addition to graphic displays by Architect, CONSULTANT shall plot and mount progress engineering drawings.

3.1 IDENTIFY FOCUS GROUP, COMMUNITY ADVISORY GROUPS AND IMPACTED COMMUNITIES

The 10% Engineering Design Report and Planning Study has identified impacted areas, communities, and some of the focus groups that are critical to the implementation and success of this project. The CONSULTANT shall utilize and expand the list to include any additional community groups that this project may impact. Additionally, the CONSULTANT shall:

- Identify businesses, communities, community groups, etc., impacted by the Project and provide as needed community outreach.
- Develop and implement an outreach plan in line with the City's overall Pure Water Plan to support and coordinate execution of this project
- Schedule all Focus Groups meetings, Community Groups meetings, and all Outreach Events in consultation with the City's Staff.

The anticipated effort for this task is 16 hours for the Project Manager and Administrative Coordinator to develop the outreach plan and schedule the meetings. The outreach plan will be closely coordinated with the Pure Water Program's outreach coordinator.

3.2 ATTEND COMMUNITY ADVISORY FOCUS GROUP MEETINGS

The CONSULTANT will provide ongoing consultation through the design phase with all existing and new Community Advisory Groups as they relate to public interests.

The level of participation at these meetings will not exceed the following:

- 4 meetings, and
- 2 persons attending per meeting, 4 hours per meetings

The CONSULTANT'S Traffic Engineer will attend two meetings.

DELIVERABLES

- Draft Meeting Minutes delivered to Project Manager within 2 days of meeting, and
- Final Meeting Minutes within 2 days of receiving City comments.

3.3 ATTENDANCE AND PREPARATION FOR PUBLIC INFORMATION MEETINGS

The CONSULTANT, in collaboration with all Community Advisory Groups, will provide ongoing assistance through the design phase for public participation and presentations.

The level of participation at these meetings will not exceed the following:

- 6 meetings, 4 hours per meeting and
- 2 persons attending per meeting.

The CONSULTANT will prepare exhibits and drawings for presentation to the public as described in the foregoing to assist in their understanding and constructive review of proposed facilities.

The CONSULTANT'S Traffic Engineer will attend two meetings and prepare graphic boards.

DELIVERABLES

Informational documents and visual aids for public meetings (1 copy).

3.4 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW

Attend public meetings as required during the Environmental Impact Report (EIR) review period to receive comments on the draft EIR. (Two meetings of four hours each with two persons attending.)

Attend public hearing with CITY Council and/or Council Committee to certify the final EIR and adopt findings, and overriding considerations, and monitoring and mitigation program. The level of participation for these hearings will include 2 persons, 4 hours each.

DELIVERABLES

Informational documents and visual aids for public meetings and hearings as described in the foregoing, and

The Architect will prepare up to 2 graphic boards.

TASK 4 ENVIRONMENTAL IMPACT REPORT

The Environmental Impact Report (EIR) for the NCCS will be prepared by others. The CONSULTANT is required to provide coordination time and deliverables, including technical support for alternative conveyance alignment, in support of the environmental documentation. CONSULTANT shall provide all needed information to support EIR preparation by others. Information shall be provided in a timely manner to meet completion of EIR and to allow the City to meet the goal of having the facility online by December 2021 for the North City to Miramar Pipeline or September 2022 for the North City to San Vicente pipeline. It is assumed that CONSULTANT will send two (2) representatives to four (4) meetings of four (4) hours each with the EIR consultant to provide technical support.

TASK 5 INVESTIGATIONS

The general procedure for the following investigations and the preparation of technical memoranda is outlined in this section.

5.1 PROPERTY ACQUISITION ASSISTANCE

The CONSULTANT shall supply Title Reports to the CITY, for an estimated 35 separate parcels. CONSULTANT to validate and finalize the list of properties to be acquired and provide necessary drawings to support property acquisition.

DELIVERABLES

Thirty-five (35) Title Reports from an approved title company with 30% Design submittal – Thirty (30) for the San Vicente alignment, and Five (5) for Miramar alignment

Drawings outlining areas to be acquired

5.2 GEOTECHNICAL INVESTIGATION

Perform geotechnical and environmental investigations and prepare reports that comply with City Standards for Geotechnical Reports for Types I and III and IV as appropriate for both North City Conveyance scenarios. Geotechnical services shall include soil borings necessary to observe, test, classify soils, and monitor groundwater. The number, spacing, and depth of the soil borings shall be determined by the CONSULTANT'S qualified geotechnical engineer, and shall consider the

various construction methods that may be utilized (open cut, horizontal directional drill, micro-tunnel, auger bore, TBM, etc.) . For work within Caltrans ROW, the minimum requirements as stated in Caltrans guidelines shall apply. The CONSULTANT'S proposal shall specify the number of required borings, as well as a unit price per boring for both the North City to San Vicente Conveyance and the North City to Miramar Conveyance System. Prior to any soil boring or ground disturbance, appropriate environmental clearance shall be required.

A Phase I Environmental Site Assessment report was conducted as part of the 10% Engineering Design Report for North City to San Vicente Conveyance System. The Phase I concluded that Phase II environmental site assessment is required. The CONSULTANT shall prepare Phase II environmental site assessment for the San Vicente Conveyance System. The scope and fee for such of this effort shall be included in the fee estimate. Since the Phase I ESA is not completed for the Miramar project, no Phase II EAS is included in this task for the Miramar project. CONSULTANT shall also perform an initial evaluation of environmental considerations related to pipeline alignment and construction techniques.

The Phase II Environmental Site Assessment report shall present all findings, conclusions and recommendations relevant to design, including a specific discussion of:

- Unique or unusual site/coordinator conditions that suggest any special design that may be required,
- Groundwater handling during construction,
- Contaminated soil or groundwater,
- Develop a soil, groundwater and vapor management plan to be implemented during construction, and
- Provide a map which shows locations of potential contaminant sources relative to the proposed alignment.

For the Phase II Site investigations and reporting, CONSULTANT will:

- Review existing documentation including Phase I ESA and files obtained from Regulatory agencies as identified in the Phase I ESA performed by Brown and Caldwell (B&C).
- Perform a site visit to locations identified as REC Sites/Cases with High Potential Impact in the B&C Phase I ESA to identify and map proposed boring locations, identify potential constraints to drilling, and assess any needed changes to assumptions made in scoping. Site visits will not be conducted at USMC Miramar Air Station or the former USMC Camp Elliot due to potential for unexploded ordnance (UXO) associated with these sites.
- Develop a sampling and analysis plan (SAP), Quality Assurance Project Plan (QAPP) and health and safety plan (HSP) (draft and final). All sites considered for Phase II Site Investigation by CONSULTANT will be combined into a single SAP, QAPP,

- and HSP, respectively.
- Prepare traffic control plans and seek required permits for drilling, as required, in public right of way.
- Respond to one consolidated set of comments on the draft plans (HSP is considered to an internal document and is not anticipated to be reviewed, even though it will be submitted with other plans.
- Subcontract with qualified environmental driller and California certified analytical laboratory to perform required investigation, disposal of up to five 55-gallon drums of decontamination water and soil cuttings, and chemical analysis of soil and groundwater.
- Ensure utility clearances are done in advance of each site to be drilled, as required by local and state jurisdictions
- Upon receipt of analytical data, CONSULTANT will perform a Level II data quality review of the chemical data to determine its suitability for use in design and construction.
- Prepare a combined report for all sites associated with the Phase II Site Investigation (draft and final).
- Prepare recommendations for use by design teams in developing pipeline design as part of this report.
- Respond to one set of consolidated comments on the draft report.

To support the design and risk mitigation CONSULTANT will:

- Participate in up to 10 meeting with the design team to assess, map and discuss mitigation of contaminated materials during construction. These meetings will be up to 4 hours each, with 4 hours of preparation and 4 hours of the post-meeting activity for two people.
- Review specifications for management of contaminated soils and dewatering water.
- Develop a contaminated media management plan for the corridor and for up to 10 specific locations evaluated as part of the Phase II Site Investigation.

The general assumptions that apply to the Phase II Environmental support includes, but is not limited to the following:

- The Phase I ESA prepared by B&C represents the potential sites along that corridor that require Phase II investigation in advance of design and construction. This scope includes 10 of the sites considered by B&C to be the “RECS with High Potential Impact”. Should a review of the report or other documents indicate that additional sites require investigation in order to mitigate potential design or construction risks, CONSULTANT will prepare a supplemental scope and budget for these investigations.
- Two of the sites identified by B&C relate to unexploded ordnance (UXO). This Phase II Site investigation does not include any work related to UXO. This work is being performed by others. Thus, no work will be performed in the vicinity of the

EXHIBIT A

USMC Miramar Air Station or the former USMC Camp Elliott, as described in the B&C report (2015).

- The CITY will seek site access to private property as required. If site access to private property is not allowed, CONSULTANT will perform drilling activities in the public ROW and will provide qualifications and assumption in reporting based on areas able to be accessed.
- The CITY will provide storage for up to five 55-gallon drums of decontamination water and soil cuttings for up to 90 days until analytical results are received, waste manifests are completed, and waste drums are transported for disposal.
- All drilling will be done using geoprobe. Drilling will not extend beyond 30 feet below ground surface; no drilling will be advanced into bedrock at any site. Should it be determined that additional investigation is required, and bedrock drilling is required, CONSULTANT will develop a supplemental scope and budget to perform this work.
- Groundwater samples will be collected directly from boreholes using a peristaltic pump and disposable tubing; monitoring wells will not be installed at any site. Should installation of monitoring wells be required, CONSULTANT will develop a supplemental scope and budget to perform this work.

After the Phase II Environmental Site Assessment report is approved by the CITY, CONSULTANT shall conduct geotechnical field investigations including adequate borings, to characterize the alignment. Log borings, collect samples, determine water table, and install monitoring wells or piezometer in accordance with applicable regulations if groundwater conditions are encountered. Conduct laboratory analysis of collected samples and perform additional tests as required. Perform seismic studies required to support design as defined in the Clean Water Structural Guidelines Provide scour and liquefaction analyses as needed.

The CONSULTANT shall be responsible for obtaining the required boring and well permits, and disposing of non-hazardous soil and water samples in accordance with existing regulations including those of the Regional Water Quality Control Board and the County Department of Environmental Health Services. The fees for disposal of contaminated soil and water samples (if any), will be negotiated at a later date.

The CONSULTANT shall prepare the Geotechnical Design and Data Report which shall include recommended bedding and backfill, design and soil loading pressures, seismic analysis and recommended design criteria, analysis on native soil for backfill, slope stability and shoring requirements, liquefaction mitigation, tunnel design requirements, foundation recommendations and data from field investigations and laboratory analysis. The report shall include discussion of possible dewatering systems, estimated discharge rates, and volumes (if applicable). The CONSULTANT shall provide recommendations for worker's health and safety during the excavation.

A geological/geotechnical map shall be prepared in accordance with Clean Water Program (CWP) Geotechnical Guidelines. It shall include all borings (including those available from the City from

past investigations) and geologic conditions in accordance with the CWP Guidelines. The CONSULTANT shall provide maps of the selected alignment, showing current investigation findings as well as information from past investigations. A geologic cross section should also be provided along the alignment.

DELIVERABLES

Draft Phase II Environmental Site Assessment Report (10 copies each), for the San Vicente Project only.

Final Phase II Environmental Site Assessment Report (10 copies each), for the San Vicente Project only.

Draft Geotechnical Design and Data Report (10 copies each),

Final Geotechnical Design and Data Report (10 copies each),

Geological/Geotechnical Maps(s) (10 copies each), and

Map showing locations of potential contaminant sources (1 copy).

5.3 CORROSION SURVEY AND STRAY CURRENT REPORT

The following section outlines the requirements for corrosion control of the proposed North City Conveyance System:

Basic Design Requirements

1. Design an impressed current cathodic protection (ICCP) system for the main pipeline consisting of multiple deep anode groundbeds and air cooled, manually controlled, rectifiers installed in the standard City of San Diego free standing enclosure. All rectifier/enclosure assemblies shall have GPS synchronizable interruption capability compatible with the existing City of San Diego/American Innovations MicroMax GPS 80 controllers.
 - a. Deep anode groundbeds are the most desirable type of CP groundbed by the City Public Utilities Department Water System Operations Division. The CONSULTANT shall perform either seismic refraction or ReMi geophysical surveys to a minimum depth of 150 feet to identify areas along the pipeline alignment that may contain shallow bedrock and identify suitable locations for drilling the 150 foot deep anode groundbeds. Areas of shallow bedrock should be avoided for the installation of rectifiers and anode groundbeds whenever possible.
 - b. The CP system shall be designed for a steel pipeline with a dielectric tape coating and cement-mortar overcoat. The tape coating shall be in accordance with AWWA C214 and the cement mortar overcoat shall be in accordance with AWWA C205. The

pipeline shall have fully circumferentially welded joints. Non welded joints shall have joint bond wires installed. The pipeline shall have a cement-mortar lining per AWWA C205.

- c. The CP system shall be designed to satisfy the -0.850 Volt polarized potential criterion in accordance with NACE SP0169 at all points along its length.
 - d. Prepare and submit CP system design calculations reviewed and certified by a NACE CP-4 Cathodic Protection Specialist and a CP system Basis of Design Report which outlines the design approach and presents the results of any geophysical testing performed.
2. The main pipeline shall be electrically segmented along its length using in line electrical isolation devices (e.g. insulated pipe flanges) in order to allow for the use of smaller, more manageable, and operationally flexible CP systems. The use of one continuous CP system design for the entire pipeline will not be allowed.
 3. The main pipeline shall be electrically isolated from intermediate pumping stations, connections to existing pipelines and facilities, electrically grounded equipment, and reinforced concrete structures. Design independent galvanic anode or impressed current CP systems for all suction and discharge yard piping associated with the intermediate pumping stations.
 4. The main pipeline shall be electrically isolated from any jack and bore steel casings, bridge crossings, and tunnel structures. The designer shall use nonmetallic materials such as casing spacers and rubber pads to avoid adverse electrolysis conditions formed between the steel pipeline and other steel structures.
 5. Provide two wire corrosion test stations every 1,000 feet along the pipeline alignment. Additional 4 wire corrosion test stations shall be required at all buried insulated flanges, steel casings, and other pipeline crossings.
 6. Provide four wire pipe current span test stations every 5000 feet. Pipe current spans shall be 150 feet long.
 7. Provide carbon steel corrosion monitoring coupons at test station midway between rectifier locations on multiple rectifier pipeline segments or at the furthest location from a rectifier on single rectifier segments of the Pipeline.

DELIVERABLES

Draft Design Calculations and Basis of Design Report (PDF and 5 copies), and
Final Design Calculations and Basis of Design Report (PDF and 5 copies)
30% Design Drawings, Specifications and Cost Estimates (PDF and 5 copies)
60% Design Drawings, Specifications and Cost Estimates (PDF and 5 copies)
90% Design Drawings, Specifications and Cost Estimates (PDF and 5 copies)
100% Design Drawings, Specifications and Cost Estimates (PDF and 5 copies)
Final Design Drawings, Specifications and Cost Estimates (PDF and 5 copies)

TASK 6 DESIGN DEVELOPMENT

6.1 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES

CONSULTANT will obtain available Record Drawings from all public and private utilities to gather information such as type of utility, material, size, depth, pavement replacement criteria and horizontal location. This includes mainline facilities and service connections for underground utilities such as water, sewer, gas, telephone, electrical, storm drain, T.V. cable, oil and fuel, irrigation, and traffic control systems. Prepare a list of existing utilities and locations of these utilities shall be carried out by the CONSULTANT, including potholing.

Field verification (potholing) of existing utilities will be limited to one hundred fifty (150) locations. It is estimated that one hundred (100) will be required on the San Vicente alignment and fifty (50) on the Miramar alignment. CONSULTANT will prepare a table and maps showing product, size, length, and location of utilities, which must be relocated as the result of the construction of this project. CONSULTANT will show the horizontal locations, of overhead and buried utilities, of all known public and private utilities on plan and profiles. CONSULTANT shall include cost estimates for relocated utilities in the Construction Cost Estimate.

DELIVERABLES

List of existing utilities that require exact horizontal and vertical locations for final design
Pothole list showing pavement and utility elevations,
Table and maps showing all identifiable existing utilities, and those which must be relocated, and
Letter report explaining the method used in obtaining available Record Drawings from public and municipal utilities and oil companies.

6.2 THIRTY PERCENT DESIGN DEVELOPMENT (COMMON ELEMENTS CONTAINED IN THIS TASK)

The task shall include advancement of the information presented in existing Reports for the NCCS to the 30 percent design completion. Included in the 30 percent Design Development shall be an update to any design issues or omission from ten percent design report. The City must approve the 30 percent design development prior to consultant proceeding with next stage of the design. In order for the City to consider the 30%, 60% and 90% submittals complete, the submittals must meet all the requirements outlined in this Scope of Services and Table A-1.

The CONSULTANT shall use the Pre-design Report to the fullest extent possible in preparation of the 30 percent Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by the CONSULTANT in the course of utilization of the Pre-design document. In this event, the CONSULTANT shall resolve issues with CITY in a timely fashion to complete the Design Development. Resolution of issues raised and their incorporation in the Design Development will be done at no additional cost to the CITY.

The CONSULTANT shall prepare and submit draft and final technical memoranda detailing all changes or deviations from the 10 percent pre-design report. The CITY will review the draft memorandum and compile and coordinate all CITY comments into one copy of each memorandum. The CONSULTANT shall prepare a final technical memorandum by incorporating agreed upon comments.

The CONSULTANT shall submit forty (40) draft and forty (40) final technical memoranda (TM) and one electronic copy of the final TM.

- **Thirty Percent Design Development Report.** This report will consist of final technical memoranda, which will expand on all previous information presented and shall describe major deviations from the 10% design Report. The thirty percent report will include design criteria, design flows, and schedule duration. The Report will also include discussions of excavation, temporary stockpiling, truck routes, and disposal of excess soil. Also, discussed will be the relative noise, vibration, duration, cost, alignment and construction access requirements for tunneling versus bore and jack versus open cut construction. In addition, the report shall include all calculations and a listing of referenced material supporting the design. Additional items include:
 - Description of interface requirements with other projects,
 - Hydraulic and engineering calculations, (hydraulic transient analysis will be completed after the pump station and pipeline design has progressed sufficiently to perform),
 - Preliminary layouts for the pump stations, dechlorination facility, reservoir modification, and discharge structure layout, including major equipment, control system and appurtenances,

EXHIBIT A

- Recommendation on long lead time equipment and materials which should be pre-purchased to facilitate project schedule,
- Draft Permanent and construction easement requirements,
- Plans views of pipeline of the selected alignment,
- Horizontal and vertical locations of existing utilities which may affect the project,
- Identification and location of pipeline appurtenances on plans and profile,
- Traffic control concept plan (including trench profiles and traffic volumes),
- Surface restoration concept plan,
- Table of Contents for Contract Documents,
- Basis of Construction Cost Estimate, and
- Process and Instrumentation Diagrams (P&ID)
- Construction schedule and construction sequencing.

The deliverables for the Thirty Percent Design Development Report shall be sixty (60) bound copies.

In addition, outstanding design issues to be resolved during final design will also be summarized as appropriate.

- **Thirty Percent Design Drawings.** The drawing deliverables of this Task shall be provided as sixty (60) half-size (11" x 17") drawings and twenty (20) full-size (24" x 36") drawings. One typical drawing for each discipline will be submitted on electronic media in accordance with the CADD Design Guidelines.
 - Project Title and General Drawings,
 - Project layout sheet and plans and profiles showing the preliminary alignment,
 - Identification and location of preliminary pipeline appurtenances on plan and profiles,
 - Preliminary hydraulic gradeline shown on a separate drawing,
 - Preliminary plan of connections to other projects and existing facilities,
 - Surface restoration concept plan,
 - Preliminary Construction staging, and
 - Comprehensive list of all documents collected for design including CITY and public utilities. The list shall appear on the title sheet of the design (2 copies).

6.2.1 PIPELINE DESIGN

CONSULTANT will prepare the pipeline design for both the North City to San Vicente and the North City to Miramar conveyance systems, including hydraulic analysis, plan and profiles, identify necessary manholes, blow-offs, relief valves, junction structures, air venting, pressure reducing stations, surge protection devices, other appurtenant facilities, Instrumentation, and recommendations for pipe material and joints.

There are up to three (3) existing Pressure Reducing Stations (PRS) that are connected to the existing 36-inch recycled water line. The existing valves will be assessed; Operations and Maintenance records reviewed, and the manufacturer will be consulted to determine if the existing valves are suitable for service when the NCCS project is commissioned. It is anticipated that the existing valves can be used, however if they aren't rated for the pressures required, they will be replaced during construction of the NCCS.

CONSULTANT will provide hydraulic profiles for minimum and maximum flows.

CONSULTANT will provide hydraulic calculations pertaining to air/vacuum and air release valves, blow-off assemblies and other appurtenances that are required. CONSULTANT will provide site hydrologic and hydraulic calculations and structural design calculations for pipe supports.

As part of the Thirty Percent design, the CONSULTANT will define construction staging requirements; spoil disposal requirements, and all supporting facilities and requirements including field office facilities and locations for the CITY.

The CONSULTANT shall investigate and provide recommendations including the location and size of work areas, equipment and material storage, haul roads, equipment set up areas.

CONSULTANT will provide a drawing index and table of contents for the contract documents including cover sheet, location map and index sheets, plans and profiles, structures, appurtenances, and details. Specification table of contents will include all known General Requirements and Technical Specifications titles.

The Table of Contents for the anticipated Specifications for the pipeline shall be in conformance with the Standard Specifications for Public Works Construction format.

6.2.2 PUMP STATION DESIGN (COMMON ELEMENTS CONTAINED IN THIS TASK)

CONSULTANT will prepare designs for the Advanced Water Purification Pump Stations under both the North City to San Vicente Conveyance System Scenario and under the North City to Miramar Conveyance System scenario. The pump stations at the AWTP for the San Vicente and Miramar options will be similar in size and a common design will be prepared. The hydraulics

will be different so the pumps, motors and switchgear will be different, so each scenario shall be dealt with separately and shall be clearly defined. CONSULTANT shall include a single design for the North City Purified Water Pump Station and a separate design for the Mission Gorge Pure Water Pump Station. The following information will be included in the two designs:

- Hydraulic analysis and pump selections, will be performed for each of the three pump stations, since the San Vicente and Miramar hydraulics are different.
- Dimensions of buildings/structures and elevations of floors and roofs for two pump stations
- Mechanical floor plans with major equipment and piping, for two pump stations
- Mechanical sections, for two pump stations
- Definition of HVAC systems requirement, ventilation concepts and air flow rates for each of the two structures,
- Architectural elevations, for two pump stations
- Structural plans and sections, for two pump stations
- Structural design calculations, for two pump stations
- Control and Operational Strategy, for two pump stations
- Process and instrumentation diagrams, for two pump stations
- Draft loop descriptions, using the loop description format developed by the CITY, for two pump stations
- List of input/output points, for two pump stations
- Electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards, for two pump stations and
- One-line diagrams for main switch gear and unit substation for two pump stations.

6.2.3 ADVANCED PURIFIED WATER DISCHARGE STRUCTURE DESIGN (COMMON ELEMENTS CONTAINED IN THIS TASK)

CONSULTANT shall prepare the Advanced Purified Water Discharge structure design, including the following information:

- Hydraulic Calculations which will be the same for the San Vicente and Miramar options
- Site layout including structures, piping, access roads, parking, grading and drainage,
- Dimensions and elevations of structures, which will be the same for both structures

- Structural plan and sections, which will be the same for both structures and
- Structural design calculations which will be the same for both structures.

6.2.4 DECHLORINATION FACILITY DESIGN (COMMON ELEMENTS CONTAINED IN THIS TASK)

CONSULTANT shall prepare the dechlorination facility discharge design for both the North City to San Vicente Conveyance System Scenario and the North City to Miramar Conveyance System Scenario, including the following information:

- Alternative site evaluation,
- Site layout including structures, piping, access roads, parking, grading and drainage,
- Dimensions and elevations of structures, which will be the same for both options
- Structural plan and sections, which will be the same for both options
- Structural design calculations, which will be the same for both options
- Mechanical floor plan and sections, which will be the same for both options
- Process and instrumentation diagrams, which will be the same for both options
- Instrumentation and Control systems for the Facility to communicate with the Operations Center at the AWPf, which will be the same for both options
- Electrical site plan and location of equipment, which will be separate for both options, and
- One line diagrams, which will be the same for both options

6.3 IDENTIFY CONSTRUCTION STAGING AREAS

As part of the 30% design, the CONSULTANT will define construction staging requirements; spoil disposal requirements, and all supporting facilities and requirements including field office facilities and locations for the CITY. The CONSULTANT shall coordinate with the PUD staff to incorporate the above requirements into draft contract documents.

6.4 AUTHORIZATION FOR FINAL DESIGN

The CONSULTANT shall make required corrections and/or respond to comments as a result of CITY'S review process. A project meeting between the CITY and the CONSULTANT shall be conducted to confirm final design development.

TASK 7 FINAL DESIGN (COMMON ELEMENTS CONTAINED IN THIS TASK)

In conformance with the CITY policy to encourage maximum participation of local contractors in the construction of the NCCS, the preparation of final drawings and specifications shall be based on multiple construction package strategy. The CONSULTANT shall prepare separate construction documents for the following construction packages:

North City to San Vicente Conveyance System:

- Construction Package A: Advanced Purified Water Conveyance System (North City to Mission Gorge Pump Station)
- Construction Package B: Advanced Purified Water Conveyance System (Mission Gorge Pump Station to Moreno Avenue)
- Construction Package C: Advanced Purified Water Conveyance Tunnel Portion & Dechlorination Facility (similar to the North City to Miramar Dechlorination Facility)
- Construction Package D: North City Purified Water Pump Station (similar to the North City to Miramar Pump Station and Mission Gorge Purified Water Pump Station)

North City to Miramar Conveyance System:

- Construction Package A: Advanced Purified Water Pump Station
- Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility (similar to the North City to San Vicente Dechlorination Facility)

The CONSULTANT shall delineate Instrumentation and Control components within the pump stations and de-chlorination facility construction package which will be provided by a project Instrumentation and Control DCS System Provider.

The CONSULTANT shall submit the construction documents for each package, define the limits of each construction package, develop preliminary construction schedule, and define coordination and interfacing among the construction packages as required, at the 60% design, 90% level of final design, 100% design, and final design.

Final design services shall include preparation of construction drawings and specifications as required for obtaining construction bids for facilities as approved. All Construction packages shall utilize English units.

Final design drawings shall be submitted to the CITY in Micro Station format in accordance with City Cadd standards. The CITY will provide the CONSULTANT with standard border and available details in Intergraph format.

The CONSULTANT shall incorporate design features to mitigate excessive noise from equipment to meet applicable OSHA and other regulatory requirements.

Copies of intermediate design products shall be submitted to the CITY as described under DELIVERABLES, in this Task. All specifications shall also be provided on Word files in accordance with the City Guidelines. The CITY will provide the CONSULTANT with all of the Construction specifications in a Word format. CONSULTANT shall address all CITY comments prior to the final submittal.

The following applies to this Final Design Phase:

- Task 6 scope descriptions will apply as appropriate,
- For design team members using AutoCAD, one typical drawing per discipline and all appropriate reference files shall be translated into Micro Station and shall be submitted in electronic media at each submittal in electronic media. For those using Micro Station, all drawings will be submitted in electronic media. At final design all drawings will be submitted in Intergraph electronic media, and
- City will provide the “front-end” of the specifications if not included in the City Guidelines for Design Consultants.

7.1 SIXTY PERCENT LEVEL OF FINAL DESIGN

Perform the design to advance the 30 percent submittal to the 60 percent level. CONSULTANT shall incorporate agreed upon CITY review comments from the 30 percent submittal. Sixty percent design services shall include preparation of construction drawings and specifications. It is recognized that electrical, instrumentation and structural drawings will not be as complete as other disciplines.

Provide draft process and instrumentation diagrams (P&IDS) for all systems with emphasis on equipment, piping, and primary instrumentation and control elements. Provide electrical one line diagram. **The specifications will be written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted.** Provide plans of all structures showing the location of all major equipment. Provide sections of all process and multi-level structures.

The completion of the I&C will be based on the City's DCS system architecture.

The CONSULTANT shall incorporate fiber optic conduit and pull boxes in the design as required in the Design Guidelines and shall incorporate specifications into the construction documents and provide the necessary design for the entire conduit system.

DELIVERABLES

Provide 60 percent drawings and specifications, and

The 60 percent design deliverable shall be submitted as seventy (70) hard copies (drawing size will be 11" x 17"). Electronic media shall be in accordance with the City CADD Guidelines.

7.2 NINETY PERCENT LEVEL OF FINAL DESIGN

Perform the design to advance the 60 percent submittal to 90 percent level. CONSULTANT shall incorporate agreed upon CITY comments from the 60 percent submittal.

The 90 percent level of final design is a complete set of construction drawings and specifications prepared by the CONSULTANT.

DELIVERABLES

Provide complete drawings, structural calculations and specifications. The 90 percent design deliverable shall be submitted as fifty (50) hard copies (drawings will be 11" x 17") and 10 full sizes. Electronic media shall be in accordance with the City CADD Guidelines.

7.3 ONE HUNDRED PERCENT DESIGN SUBMITTAL

Perform the design to advance the 90 percent submittal to final level completion by incorporating agreed upon CITY review comments on the 90 percent submittal. The CONSULTANT shall submit plans and specifications to the local jurisdiction for building plan check review and complete the plan check process for issuance of a Building Permit. The CONSULTANT will contact the local agency for specific plan check review requirements and process accordingly.

DELIVERABLES

Provide final drawings, structural calculations and specifications.

The 100 percent design deliverable shall be submitted as fifty (50) hard copies (drawing size will be 11" x 17") and 10 full size hard copies (drawing size will be 24" X 36"). Electronic media shall be in accordance with the City CADD Guidelines.

7.4 FINAL DESIGN SUBMITTAL

The CONSULTANT shall incorporate agreed upon CITY review and plan check comments on the 100 percent design submittal into a final design submittal. Response to Request for Information from CITY of San Diego Development Services Department, Plan Check Section, including meetings, telephone and written communications, are included in this task. **Final CITY review and plan check comments will be provided prior to this phase being initiated.** Final design services shall include preparation of **originals of** final construction and specifications. All drawings and reports shall be stamped by a California Registered Engineer.

DELIVERABLES

Final design drawings and specifications (20) hard copies (bound copies of letter size specification and bound set of half size drawings 11" x 17").

The final design deliverables of plans shall be submitted as one set or reproducible mylars and also on electronic media in accordance with the City CADD Guidelines.

Specifications shall be provided on Word files with one full size "camera ready" copy delivered. Database shall be provided as one hard copy and also on electronic media.

TASK 8 SUPPLEMENTAL DESIGN

8.1 TRANSIENT ANALYSIS

As part of the 30% design, the CONSULTANT shall perform a hydraulic transient analysis of transient phenomena and proposed control measures for the worst case scenarios, which are typically power failures or valve closures. the CONSULTANT shall be responsible to update the analysis for milestone deliverables to reflect design changes.

A draft technical memorandum summarizing the findings and recommendations of the hydraulic and transient analyses will be prepared, including a plan for operation and control strategy. Recommendations for hydraulic transient control, modifications to pumps, discharge valves, controls, pipe pressure class rating and minimum and maximum HGL's will also be included.

The CONSULTANT shall conduct two meetings with the CITY to discuss the draft technical memorandum.

The CONSULTANT shall incorporate review comments provided by the CITY and finalize the technical memorandum.

DELIVERABLES

Draft technical memorandum (20 copies), and

Final technical memorandum (20 copies).

TASK 9 DESIGN REVIEWS AND APPROVALS

9.1 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

Compile final project calculations and computations into a design notebook. All calculations shall be stamped and signed by the appropriate, responsible, licensed engineer. Calculation sheets shall indicate person responsible for the independent calculation/plan check. Only computations relating to final designed facilities are to be included in the design notebook.

Perform QA/QC checking on design drawings, prior to submittal to the CITY, to verify drafting accuracy. The final design drawings shall be signed by both the design engineer and the engineer who performed the AQ/QC checking.

Perform coordination checks to verify consistency between disciplines and facilities.

The CONSULTANT shall comply with the requirements described in Chapter 12, Volume 1 of the CWP Guidelines.

DELIVERABLES

Preliminary design calculation at 90 percent and Final design phase, and
Final Design Notebooks to CITY (2 copies).

9.2 CITY REVIEW

Design products of the 30, 60, 90 and 100 percent levels of design shall be submitted to the CITY for review. The CITY will collect review comments, will resolve conflicts, and will provide one hard copy of all review comments **within 30 calendar days of receipt of CONSULTANT submittal, excluding VE comments.** CITY review comments will be summarized in standard text with a space provided for CONSULTANT responses regarding action taken on the review comment. CITY review comments will be coded to define the significance of the comment as to “consider, investigate, or make correction noted.” Corrections noted that are within scope of services shall be made by the CONSULTANT at no additional cost to the CITY. CONSULTANT and CITY will resolve review comments and the CONSULTANT shall incorporate accepted review comments.

Participate with CITY in conducting operation and maintenance, Biddability and Constructability reviews of intermediate design products at the 60 and 90 percent design completion stages. CONSULTANT shall incorporate accepted review comments, at no additional cost to the CITY.

DELIVERABLES

Respond to CITY review comments following the 30, 60, 90 and 100 percent complete submittal reviews in the City provided tabular format.

Attend four comment resolution meetings, one day in length each and attended by two (2) staff members.

TASK 10 VALUE ENGINEERING

Present the 30 percent design documents to the Value Engineering (VE) Team in a workshop format. Present the cost estimate at that level of completion and other relevant information including investigations into options that were not implemented. The design team may be requested to participate in the VE process. Members of the CONSULTANT's design team will be requested to participate with the VE team. (Duration of participation will be limited to 16 hours).

Review the VE Team draft report and develop CONSULTANT responses including comments on VE cost estimates as appropriate to respond to the VE proposals within two weeks of receipt of VE draft report by the CONSULTANT. Participate in fatal flaw meeting and in final VE meeting with the CITY and VE Team (2 hours each).

The CONSULTANT will incorporate those CITY accepted VE recommendations which are refinement and/or optimization of project definition presented in the 30 percent design documents. CITY accepted VE recommendations shall be considered as integral part of CITY reviews.

DELIVERABLES

Memoranda responding to the VE recommendations (10 copies).

TASK 11 CONSTRUCTION COST ESTIMATES

CONSULTANT shall prepare cost estimates in accordance with AACE Guidelines. In developing these cost estimates, **data for the various work categories and disciplines will be prepared in Excel spreadsheet format. All cost estimates shall include Operation and Maintenance cost.** A narrative describing the basis for the cost estimate, including a description of the Work Breakdown Structure, shall be included. Written quotes for major cost items shall be part of the narrative.

11.1 PREPARE 30 PERCENT CONSTRUCTION COST ESTIMATE

Develop quantity surveys and prepare construction cost estimates based on current ENR CCI. Where insufficient information is developed to obtain reasonably accurate development of quantities, use judgmental allowances for completing the construction cost estimate.

The quantity survey and extension of costs will be performed using the computer based software.

The accuracy of the cost estimate at this level of project definition is defined as a Class B estimate as established by the American Association of Cost Estimators (AACE).

DELIVERABLES (5 copies each)

Opinion of cost for the construction of facilities, excluding operational and maintenance costs.

11.2 PREPARE 60 PERCENT CONSTRUCTION COST ESTIMATE

Develop quantity surveys and prepare construction cost estimates based on current ENR. Where insufficient information is developed to obtain reasonably accurate development of quantities, use judgmental allowances for completing the construction cost estimate.

The quantity survey and extension of costs will be performed using the computer based software described above.

The accuracy of the construction cost estimate is defined as a budget estimate Class A, as established by the AACE.

DELIVERABLES

Opinion of cost for the construction of facilities, excluding operational and maintenance costs (5 copies).

11.3 PREPARE 90 PERCENT CONSTRUCTION COST ESTIMATE

Develop quantity surveys and prepare construction cost estimates based on current ENR.

The level of accuracy of the construction cost estimate at this level of project definition will be Class A as defined as a definitive estimate as established by AACE.

Meet with the CITY to review the construction cost estimate and resolve major differences in the estimates from previous versions.

DELIVERABLES

90 percent cost estimate (5 copies), and

Narrative for the construction of facilities, excluding operational and maintenance costs (5 copies).

11.4 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

Update the 90 percent estimate which will be compared and coordinated with the construction manager's (CM) estimate to incorporate any project revisions since the preparation of the 90 percent estimate. The CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 90 percent estimate. The definition and qualifications of the 90 percent estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

Final PRE-BID cost estimate for the construction of facilities excluding, operational and maintenance costs (5 copies).

TASK 12 CONSTRUCTABILITY REVIEW SUPPORT

Furnish support to a CITY-furnished Constructability review team at the 60 percent and 90 percent design completion. The Constructability reviews will focus on the following:

- Selection of materials
- Completeness of the design
- Ease of construction
- Ability to construct within cost and schedule constraints

Following the Constructability reviews, CONSULTANT will review the comments and suggestions and provide recommendations for incorporation of comments for review by the CITY. Comments that are agreed upon shall be incorporated into the final design. The CONSULTANT team will send up to four (4) people for up to eight (8) hours to the 60 percent and 90 percent Constructability meetings. Results mutually agreed upon from the Constructability review will be incorporated into the design.

DELIVERABLES

Draft and Final Memoranda responding to CITY review comments.

TASK 13 PERMITTING

Subject to the permits listed herein and specified clarifications, the CONSULTANT shall prepare all the necessary regulatory agency permit applications (except as noted below), plans, reports and notifications in support of the design, construction and operation of the proposed project in accordance with the Clean Water Program Guidelines for Design Consultant, Volume 1, Chapter 10, and the Standard Specifications for Public Works Construction.

The scope of services includes pre-submittal meetings with agency staff, permit submittal package preparation, coordination with the design teams, submittal to the agency, submittal review tracking, re-submittals to address comments (assume a maximum of 3 submittals), address permit conditions within the contract documents. The basis of work is compliance with standard local agency policy. If an exception to policy is required this will be considered additional work. This primarily relates to Caltrans where the standard policy is to issue the encroachment permit at the District (local) level. If an exception to policy is needed then the approval goes to the State (Sacramento) office for approval.

13.1 PERMIT WORK PLAN AND SCHEDULE

The CONSULTANT shall identify all the existing regulatory approvals by preparing a detailed work plan and a permit work schedule. The work plan and schedule will be submitted for approval by the CITY within 60 days of NTP. **The CITY anticipates that the agencies listed below have permitting or approval authority. The CONSULTANT is responsible for identifying any additional responsible agencies with permitting or approval authority. Permits fees will be paid by CONSULTANT using funds authorized by the CITY from Additional Services.**

FEDERAL

- Amtrak
- Burlington Northern Santa Fe Railroad (BNSF)
- U.S. Army Corps of Engineers (will be done by others)
- U.S. Fish and Wildlife Service (will be done by others)
- U.S. Environmental Protection Agency
- Federal Aviation Administration (FAA)
- U.S. Department of Agriculture Soil Conservation Service (SCS)
- U.S. Navy

STATE

- State Office of Historic Preservation (will be done by others)

California Coastal Commission
California Department of Fish and Wildlife (will be done by others)

State Water Resources Control Board
Regional Water Quality Control Board (RWQCB) (will be done by others)

California Department of Health Services (DHS)
California Department of Industrial Relations Division Occupational Health and Safety
(CAL-OSHA)
California Department of Transportation (CalTrans)

LOCAL

City of Santee Public Works
City of Santee Planning
San Diego Air Pollution Control District
City of San Diego Engineering Department
City of San Diego Development Services Department (will be done by others)

City of San Diego Fire Department
County of San Diego Department of Health Services
Utility Companies
County of San Diego Parks and Recreation
Padre Dam Municipal Water District
San Diego Gas & Electric
County of San Diego Public Works
County of San Diego Department of Planning and Land Use

DELIVERABLES

Permit Work Plan and Schedule (5 copies).

13.2 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS

As specified above, prepare permit applications, as deemed complete by the regulatory agency, and identified in the CONSULTANT'S permit work plan. Prepare all necessary information required by the regulatory agencies for the applications. The CITY will pay for all applicable construction and permitting fees. Environmental regulatory permits will be prepared by others. The CONSULTANT will be responsible for supplying supporting engineering information to the City for the environmental permits.

A Regional Water Quality Control Board RWQCB Report of Waste Discharge and permits, and Department of Drinking Water DDW technical reports and permits to support the operation of the NCCS will be prepared and acquired by CITY. For groundwater remediation and dewatering waste discharge, the CONSULTANT shall provide required information in accordance with reporting requirements for coverage under Order 91-10.

Provide a Stormwater Pollution Prevention Plan.

For the San Diego Air Pollution Control District, the scope includes preparation of permit applications and Technical Reports/Study for the “Authority to Construct” and “Permit to Operate”.

For CALTRANS, the scope includes preparation of the permit application and providing the CITY with support for obtaining a Longitudinal Encroachment Permit.

DELIVERABLES

- Permit applications (8 copies),
- Engineering and technical reports (8 copies).
- Stormwater Pollution Prevention Plan (8 copies), and

13.3 COORDINATION AND AGENCY INTERACTION

The CONSULTANT shall participate with the CITY, as the lead agency, in interactions with various regulatory agencies and departments as identified in the CONSULTANT’S work plan by providing the necessary technical support and information to conduct discussions or meetings with the regulatory agency.

DELIVERABLES

- Meeting Agenda (4 copies),
- Meeting Minutes (4 copies), and
- Engineering or Technical Support Information (4 copies).

TASK 14 OPERATIONS AND MAINTENANCE MANUAL

CONSULTANT shall prepare an Operations and Maintenance Manual in accordance with Chapter 18, Volume II, of CWP Guidelines.

14.1 PRELIMINARY DRAFT OPERATIONS MANUAL, VOLUME I AND VOLUME II OF THE O&M MANUAL

Prepare an outline for the complete Operations Manual.

Prepare and submit a preliminary draft Operations Manual before 60 percent design completion. Preliminary figures and tables will also be included in this draft.

DELIVERABLES

Outline for the Operations Manual, and
Preliminary draft Operations Manual.

14.2 REVISED DRAFT OPERATIONS MANUAL, VOLUME I AND VOLUME II OF THE O&M MANUAL

Submit revised draft outlines and sections of the Operations Manual prepared in Task 14.1 with accepted CITY review comments incorporated when the design is 90 percent complete.

DELIVERABLES

Revised outline for Operations and Maintenance Manual (5 copies), and
Revised draft Operations Manual (5 copies).

14.3 MAINTENANCE MANUAL SPECIFICATION, VOLUME I AND VOLUME II OF THE O&M MANUAL

Provide the CITY with a list of maintenance equipment and tools from which the CITY can identify equipment needs. Include in construction specifications descriptions of maintenance information and equipment to be furnished by the CONTRACTOR. Follow instructions contained in Chapter 18 of the CWP Guidelines.

DELIVERABLES

Equipment list (5 copies), and
Construction specifications for maintenance information submittals (1 copy).

Task 15 ADDITIONAL SERVICES

The CITY may require that the CONSULTANT perform Additional Professional Services (Additional Services) beyond those described in the Scope of Services Tasks 1 through 14. Any Additional Services shall be defined and authorized by City staff prior to beginning work. Prior to the CONSULTANT's performance of Additional Services, the CITY and the CONSULTANT must agree in writing upon a scope, schedule and fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. Upon written authorization by the CITY, CONSULTANT may proceed with the authorized Additional Services. Below are some of the anticipated tasks that may be considered Additional Services. The NCCS may have other additional services tasks assigned by the CITY.

15.1 PERMITTING FEES

Various agencies must review and approve portions of the NCCS project elements. However it is not feasible to calculate the fees to be paid during the scoping because agencies require design drawings and potential impacts. These items will be developed throughout the project. To expedite the permitting process CONSULTANT will identify the necessary fees, coordinate with the CITY to authorize the use of Additional Services funds. CONSULTANT will pay the fees and submit the invoices for reimbursement.

15.2 ADDITIONAL UNDERGROUND UTILITY EXPLORATION (POTHOLING) SERVICES

Due to the NCCS pipeline alignments following congested roadways and intersections, additional underground utility exploration (SUE) services may be needed to properly and accurately locate underground utilities so as to avoid construction change orders and utility conflicts. Some SUE services are included in the base contract. This additional service will be used if additional locations are identified and needed beyond the amount specified in the base scope of work.

15.3 FIBER REINFORCED PLASTIC SPECIALTY

At this time no fiber reinforced plastic (FRP) elements are anticipated for this project. However, the CONSULTANT can retain the services of a fiber reinforced plastic specialty firm to perform a complete and detailed design of all (FRP) elements. The services shall include the preparation of construction drawings of the FRP vessels and associated ducts. Fabrication specifications detailing FRP materials, laminate sequences and thicknesses, performance of

pipng stress analysis, installation guidelines and all other services necessary to render the FRP design complete and biddable shall be prepared.

FRP detailed design shall include all sizes of FRP tanks and ducting required such as:

- Chemical day tanks,
- Chemical bulk storage tanks, and
- Assorted ducting.

15.4 PHASE I AND PHASE II ENVIRONMENTAL SERVICES FOR THE MIRAMAR ALIGNMENT

Phase I Environmental Site Assessment report has not been conducted as part of the 10% Engineering Design Report for North City to Miramar Conveyance System. If requested, the CONSULTANT shall prepare a Phase I and a Phase II environmental site assessment for the Miramar Conveyance System. The scope and fee for such of this effort shall be developed and negotiated at the time of the request by the CITY.

The Phase II Environmental Site Assessment report shall present all findings, conclusions and recommendations relevant to design, including a specific discussion of:

- Unique or unusual site/coordinator conditions that suggest any special design that may be required,
- Groundwater handling during construction,
- Contaminated soil or groundwater,
- Develop a soil, groundwater and vapor management plan to be implemented during construction, and
- Provide a map which shows locations of potential contaminant sources relative to the proposed alignment.



TABLE A-1 DESIGN REVIEW CHECKLIST: PRE-DESIGN (10%)

Project Name:			Project Number:	
Consultant Name:			Date:	
#	Item	Provided and Correct		Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'		
1	Design Consultant's Project Execution Plan (PXP) has been prepared and submitted in accordance with Pure Water standards. The Design Consultant's PXP includes the following:	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Design Team and Roles	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Design Phase Scope & Schedule	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Project Controls (cost, budget tracking)	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Quality Management Plan	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Document Management Plan	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Communication Plan	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Issue and Decision Tracking	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Change Management	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Risk Management	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	The design team [City Project Manager (PM) and Design Consultant] has assessed the project expectations and confirmed project intent. This may include, if necessary, an initial site investigation. Prior to this assessment, the following documents should be compiled by the City and delivered to the Design Consultant to the extent they are available. Links to online documents are sufficient.	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	Copies of all existing plans which may be necessary for the development of the design including ALL disciplines, site plans, process flow diagrams	<input type="checkbox"/> YES <input type="checkbox"/> NO		

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	(PFDs) and process and instrumentation diagrams (P&IDs)		
	Any pertinent specifications, technical memoranda and facility plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City's standards for equipment (preferred vendors)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City's standard specifications and front end documents	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Electronic drawing files, standards, symbols	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	A plan, study, basis of design (BOD) report, preliminary design report (PDR) or preliminary engineering report (PER) has been prepared by the Design Consultant to provide the basis for the project, identify necessary coordination and establish project criteria. Components of the plan may include any or all of the following:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Project Objective and Description	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design Flows and Loads	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design Criteria and Process Control Requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Existing Utilities Confirmed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Alignment Alternatives for Pipelines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pipeline Diameters and Velocities	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Layout Alternatives for Treatment Plants, Pump Stations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Connection/Interface Points Identified	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural Theme for New Above-Ground Structures	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Electrical/Energy Demands	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability Requirements Identified	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Permitting requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:			Project Number:	
Consultant Name:			Date:	
#	Item	Provided and Correct		Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'		
	Preliminary Environmental Constraints	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Process Flow Diagram (PFDs)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Calculations	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Mechanical Design (cut sheets of selected example equipment)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Geotechnical Conditions	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Specification Table of Contents	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Equipment Selection	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Layouts and Sketches	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Corrosion Study (pipeline projects)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	If a Value Engineering Workshop was conducted, recommendations were incorporated into the design	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	List of Project Permit Requirements	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Land, Easement and Right-of-Way Acquisition Requirements	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Description of Community/ Business Disruptions	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Interagency Coordination Requirements	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Preliminary Construction Impact Areas	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Estimates of Potable/ Nonpotable Water Demands of the Facility	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Construction Methods/ Sequencing/ Commissioning Schedule	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Class 4 Cost Estimate prepared	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	Estimated O&M Costs Prepared	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	One or more collaborative workshops have been held in which all key stakeholders are involved (Project	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	Management, Engineering, Operations, Maintenance) to collect review comments.		
	Note: Project discovery and development of the basis and roadmap for the subsequent work effort is critical at this preliminary phase.		

Reviewer:

Name: _____

Title: _____

Signature: _____

Date: _____

Project Manager:

Name: _____

Title: _____

Signature: _____

Date: _____





**TABLE A-1
DESIGN REVIEW CHECKLIST: 30%**

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	A plan, study, basis of design (BOD) report, preliminary design report (PDR) or preliminary engineering report (PER) has been prepared to provide the basis for the project, identify necessary coordination and establish project criteria	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design intent, design strategy, equipment selection, and basic process layout are locked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final design criteria are set	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in pre-design report have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Standard details and initial backgrounds for the drawings have been developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final layout ideas have been developed based upon the PFDs, P&IDs and existing conditions. Input from O&M has been considered	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Site Plan Complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic Profile set	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Utility Requirements established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process-Mechanical Design has been developed in conjunction with Structural, Electrical and I&C	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process descriptions, plant loadings, design criteria and required effluent quality or	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	discharge permit conditions are defined		
	Mechanical design calculations/modeling complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Basic unit process design, including basic dimensions, areas, volumes, hydraulic and solids loading completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process flow diagrams and process control strategies have been developed and coordinated with:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process mass balances (liquids and solids)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plant hydraulic profile	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All P&IDs	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary equipment has been selected and data sheets have been prepared, including motor list with horsepower and voltage for major equipment	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process control strategy has been written in coordination with P&IDs	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Structural design complete:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Subsurface investigation report completed and findings applied	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Tank and other structure design criteria including foundation type(s) and allowable soil bearing pressures, wind loadings, floor and roof dead and live loads, allowable stresses for structural steel, concrete and reinforcing steel	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Foundation needs and dewatering requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	based upon geotechnical information		
	Pipeline design reflects findings of corrosion study (required for pipeline projects)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Buildings and structures - typical wall sections, column grid, structural systems, interior layouts and finish schedules	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural base drawings set for mechanical design development	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	General arrangement of major buildings and architectural elevations, finishes and materials	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Electrical design, including one-line diagrams complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design developed incorporating, as appropriate and applicable, site layout with property boundary, general arrangement of facilities, vehicular access, a preliminary plan showing site flow and utility crossings, and site grading and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project-specific EIR are incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	General 30% Design Development and Coordination is complete and a Value Engineering Study has been scheduled	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Alternative comparisons (process and others) and recommendations are complete and include present worth analysis and O&M considerations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Project schedule and verification and schedule for obtaining all permits is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Startup sequencing and	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	special construction logic for maintenance of plant operations during startup and commissioning is under development		
	Coordination with other projects firmly established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Opinion of Probable Construction Cost (OPCC) – Class 3 Cost Estimate developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% Drawings (CADD) and Specifications prepared and submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final PFDs and 90% P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Reviewer:

Name: _____
 Title: _____
 Signature: _____
 Date: _____

Project Manager:

Name: _____
 Title: _____
 Signature: _____
 Date: _____





**TABLE A-1
DESIGN REVIEW CHECKLIST: 60%**

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	Plans are evidence of coordination between disciplines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major concepts frozen at 30% have not been changed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Equipment locations, piping and HVAC layouts are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural work less details and detailed reinforcing is complete with full sections cuts, as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specifications have the first edits completed in all appropriate sections	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary power distribution plan completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are more developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	A draft construction sequencing plan has been prepared	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project specific EIR are incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Documents incorporate input from O&M and show refinement of Start-up and Commissioning plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Opinion of Probable Construction Cost (OPCC) – Class 2 Cost Estimate developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% and 60% VE results have been incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	

TABLE A-1

DESIGN REVIEW CHECKLIST: 60%

Reviewer:

Name: _____

Title: _____

Signature: _____

Date: _____

Project Manager:

Name: _____

Title: _____

Signature: _____

Date: _____





TABLE A-1 DESIGN REVIEW CHECKLIST: 90%

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	Final detailed sections and details and specifications have been prepared	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural foundation plans and overall structural dimensions and materials are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Electrical, instrumentation and control design completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Overall mechanical, plumbing, HVAC, fire protection, electrical layouts and major equipment arrangements are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All equipment is specified	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All mechanical, process, HVAC, geotech, and structural calculations checked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Components including piping, fittings, equipment and field instruments, and valves, identified with tagging system.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major equipment schedules and equipment data sheets are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M input has been appropriately incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Motor lists and voltages complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Sequencing Plan complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Site layout, grading and drainage and yard piping complete to obtain permits, as applicable, and begin construction	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project specific EIR are	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	incorporated in design		
	Drawings and specifications complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final Opinion of Probable Construction Cost (OPCC) – Class 1 developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Ensure 90% VE results have been incorporated, if VE Workshop was held	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comments from Constructability Review are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plan Check review comments have been incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City's 60% review comments have been incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Reviewer:

Name: _____
 Title: _____
 Signature: _____
 Date: _____

Project Manager:

Name: _____
 Title: _____
 Signature: _____
 Date: _____





TABLE A-1 DESIGN REVIEW CHECKLIST: 100%

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:		Note: A comment must be provided to explain all items checked 'No'	
	Comments from 90% design are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project specific EIR are incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Reviewer:

Name: _____
 Title: _____
 Signature: _____
 Date: _____

Project Manager:

Name: _____
 Title: _____
 Signature: _____
 Date: _____



**DETAILED SCOPE OF SERVICES
FOR THE
NORTH CITY CONVEYANCE SYSTEM
(H156508)**

PHASE B – BIDDING

GENERAL

Provide management and technical support to the CITY during the bidding phase of the construction packages. The scope of services described hereinafter shall **apply to one bid cycle for** up to four (4) NCCS construction packages. Attend meetings and coordinate the preparation of materials and attendance by other *CONSULTANT* team members. Coordination responsibilities shall consist of, but not limited to:

Attendance at one pre-bid meeting and site visit for all four (4) bid packages. Each of the six meetings will last 8 hours. Three representatives from the CONSULTANT’S team will attend.

Support and assistance during advertisement period in responding to bidder questions (issue addenda in a timely manner during the bid period). Assume two (2) addenda per bid package for a total of eight (8) addenda.

Revise construction documents to incorporate all addenda issued during the bidding period and issue “As Bid” documents. Four (4) sets of “As Bid” documents will be issued.

TASK 1 CITY MANAGEMENT SUPPORT

1.1 CITY PROGRESS MEETING (NOT IN CONTRACT)

1.2 COORDINATION WITH OTHER PROJECTS

The CONSULTANT will maintain coordination with Consultants of other projects which will connect to the RWCS to ensure proper connection details and specifications are provided. Assume that there will be seven (7) meetings of three (3) hours each for up to two (2) CONSULTANT team members for each construction project. Four (4), four (4) hour meetings will be attended by up to two (2) CONSULTANT staff.

DELIVERABLES:

Agenda and Meeting notes will be prepared and distributed for each meeting.

TASK 2 ATTEND PRE-BID CONFERENCE AND SITE VISIT

Provide attendance of appropriate CONSULTANT design team members to respond to plan-holders questions during the conference and site visit (one meeting per construction package).

TASK 3 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

The CONSULTANT shall review and respond to project inquiries from the CITY during this phase. Response shall be within 48 hours of the CITY's inquiry or **as agreed**.

DELIVERABLES

Written responses to the CITY for all inquiries of substance (5 copies).
10 responses to RFIs for each package are assumed.

TASK 4 PREPARE TECHNICAL ADDENDA

Meet with the CITY to review the items at issue and select those of importance to be incorporated in an addendum. Addenda shall be issued within 48 hours from time of the CITY'S direction to issue addenda **unless it is agreed between CITY and CONSULTANT staff that additional time is needed**.

Submit the addenda to the CITY for reproduction and distribution. Electronic files of addenda will accompany addenda submittal.

DELIVERABLES

Technical addenda (1 copy).
Assume 2 addenda per bid package for a total of 8 addenda.

TASK 5 NIC

TASK 6 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

Within 4 weeks of the bid opening, incorporate the addenda in the plans and specifications with appropriate revision. These revisions and the unaffected original bid documents will become the "As Bid" documents. This will include updating the electronic databases. The CONSULTANT is to comply with the CITY's standard for revisions, symbols and notes.

EXHIBIT A

All contract drawings shall be submitted as one hard copy, and also on electronic media in accordance with the CADD Guidelines in Appendix A2 of the CWP Guidelines.

Final contract technical specification shall be provided on Word files with one full-size “camera ready” copy delivered.

Final database shall be provided as one hard copy and also on electronic media.

The CONSULTANT is responsible for drawing control throughout this phase of the contract.

DELIVERABLES

“As Bid” documents.

END OF PHASE B

**DETAILED SCOPE OF SERVICES
FOR THE
NORTH CITY CONVEYANCE SYSTEM
(H156508)**

PHASE C- CONSTRUCTION

GENERAL

Provide technical support to the CITY during the construction phase of the NCCS. The scope of services described herein shall apply to each of the NCCS construction packages. Attend meetings as requested by the CITY, as described in the foregoing, and coordinate attendance by other team members as required.

Coordination responsibilities shall consist of:

- Request for clarifications and deviations – assume ten (10) RFI responses per package.
- Submittal and shop drawings – assume 100 shop drawings and 25 resubmittals per package.
- Clarifications for change orders – assume 10 clarifications per package
- Record documents – assume four (4) sets of record documents
- Project meetings – assume two (2) meetings per month, 18 month construction schedule, 2 people per meeting, 4 hours per meeting per project
- Site visits – one visit per month, 4 hours per visit for two CONSULTANT’S staff per project.
- Substantial completion certification – assume four (4) certifications
- Finalization of operation and maintenance manuals – assume four (4) O&M Manuals
- As built drawings for each of the four (4) packages
- Substitution requests – assume 5 for each package
- Start-up assistance – assume startup for one system.

TASK 1 CITY MANAGEMENT SUPPORT

1.1 INTERFACE WITH OTHER AGENCIES

The CONSULTANT will meet with regulatory agencies, utility companies and other CITY departments to complete design services during the construction and start-up phases. The CITY shall be informed and invited to participate with agency contacts where important project issues may be discussed. Meeting minutes will be provided to the CITY within five (5) days of meetings.

The CONSULTANT will incorporate CITY approved regulatory inputs into the construction documents, with a maximum of six (6) two (2) meetings attended by two (2) CONSULTANT'S staff, per construction package.

DELIVERABLES

Advance meeting notices (5 copies), and
Meeting minutes (5 copies).

1.2 COORDINATION WITH OTHER PROJECTS

The CONSULTANT will maintain coordination with consultants of other projects that will connect to the NCCS. Assume seven (7) three (3) hour meetings for two (2) CONSULTANT staff.

TASK 2 ATTEND CONSTRUCTION MEETINGS

2.1 PRECONSTRUCTION CONFERENCE

Provide attendance of appropriate design team members to participate in the preconstruction conference. One preconstruction conference per construction package.

Two (2) CONSULTANT'S staff will attend four (4) meetings, two (2) hours in duration.

2.2 PROJECT CONSTRUCTION MEETINGS

The CONSULTANT's representative(s) will attend bi-weekly construction meetings, to assist in the resolution of construction issues. Other appropriate design team members shall attend as project conditions require. Two construction meetings of two (2) hours each per month for each of the four (4) packages, two (2) CONSULTANT'S staff per meeting for a fifteen (15) month period.

Provide status reports on submittals, clarification requests, change orders and substitutions.

DELIVERABLES

Memoranda addressing items which are the CONSULTANT's responsibility (5 copies).

TASK 3 SUBMITTAL REVIEW/INSPECTION

3.1 SUBMITTAL REVIEW

Receive and log each submittal from the CITY. Review the submittal against the requirements of the contact documents and the design application. Make a determination if the equipment and/or materials as defined by the submittal is equal to or better than required in the contract documents. Review the submittal for conformance with the design intent, materials application, design configuration, and overall compatibility with the facilities intended use. The CONSULTANT will report Bi-weekly on the status of each submittal.

Provide a response to the CITY with notes on each page of the submittal being returned to summarize the review. Identify the status of the submittal with respect to the need for resubmittal.

The CONSULTANT will review the submittal and return it to the CITY within 14 calendar days from the day when it is received **by the CONSULTANT**. The CONSULTANT will receive ten (10) copies of each submittal; six (6) marked-up copies will be returned to the CITY. The CONSULTANT will indicate on the submittal, approved, reject/resubmit or approved as noted. CONSULTANT will review initial submittal and one resubmittal as part of the base scope of services. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

Requests, including “or equal” submissions, will be reviewed and evaluated by the CONSULTANT. Substitution requests that depart from the basic design concept will be evaluated on the basis of a scope change.

DELIVERABLES

Assume 50 shop drawings and 10 resubmittals per package.

3.2 WITNESS EQUIPMENT TEST

As required by the design and contract documents, visit the site of the manufacture and witness major equipment manufacturing and equipment tests; and submit a written report regarding the observations and/or readings made during the tests. At the request of the CITY, the CONSULTANT will review test results witness by the others and submit written comments.

CONSULTANT will witness up to two (2) tests of 2 days duration each, including travel. Travel and accommodation costs outside San Diego County are not included. Travel outside of San Diego will be reimbursed by the Construction Contractor or as directed by the CITY.

DELIVERABLES

Memoranda covering all witness test observations and/or comments on test results (5 copies).

3.3 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, the CONSULTANT will assist the CITY and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional test. Define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. The CONSULTANT shall participate in a total of five (5) functional tests **of up to 2 days** duration each for one CONSULTANT'S staff, for each of the four (4) packages. **Costs for observing retesting are not included.**

DELIVERABLES

Functional acceptance test procedures (5 copies), and
Functional acceptance test results (5 copies).

TASK 4 RESPOND TO TECHNICAL REQUESTS FOR INFORMATION/CLARIFICATION

Receive and log each written request from the CITY. Review the requests and the appropriate sections of the technical documents.

Prepare (within 5 working days) written responses to the CITY for all inquires unless agreed otherwise by the CITY and CONSULTANT.

Assume fifteen (15) RFIs for each of the four (4) construction packages.

DELIVERABLES

Written responses to inquiries (5 copies).

TASK 5 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

5.1 REVIEW DRAFT CONTRACT CHANGE ORERS PREPARED BY OTHERS (NIC)

EXHIBIT A

Review and log each draft change order received from the CITY. Review the submittal material against the requirements of the contract documents and the design application. Make a determination if the draft change order is technically adequate or required.

Provide a response to the CITY with the results of the evaluation. If the draft change order is deficient, identify this deficiency in the response.

DELIVERABLES

Written review comments regarding each draft change order with five (5) working days of receipt (5 copies) unless otherwise agreed.

5.2 ASSIST IN THE PREPARATION OF CHANGE ORDERS

As requested by the CITY perform design investigations, evaluate options, prepare drawings and specifications, and other appropriate documents, assist in contract negotiations in support of preparation of final contract change orders. Submit draft documents to the CITY and attend meetings to review the draft materials. Incorporate review comments and finalize the technical design drawings and specifications. Submit final documents to the CITY.

Assume two Change Orders per contract.

DELIVERABLES

Draft documents for review within five (5) working days (5 copies) unless otherwise agreed, and

Final documents with review comments incorporated within four (4) calendar days (5 copies).

TASK 6 PREPARE RECORD DRAWINGS

Update the original Contract Documents based on information received from the CONTRACTOR through the Construction Manager. Furnish one reproducible set of Record Drawings and electronic media in accordance with Appendix A2 of the CWP Guidelines.

DELIVERABLES

Record Drawings, and
Electronic Media

TASK 7 PREPARE OPERATIONS AND MAINTENANCE MANUALS

Review O&M maintenance manual submittals collected by the CITY from the contractor. Provide the CITY with comments concerning the submittal completeness and correctness. Review a submittal, if required, and provide the CITY with comments.

Assume approximately 1,600 sheets of drawings.

DELIVERABLES

- Submit draft operation and maintenance manual ten (10) months prior to start up (5 copies), and
- Submit final operation and maintenance manual six (6) months prior to start up (10 copies).

TASK 8 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

Provide a Construction Service Staff to provide services request by the CITY. The staff shall consist of one (1) qualified field coordinator (approved by the CITY) and one (1) field clerk for the pipeline and pump station contracts, for a total of two (2) staff. The staff will be available for only one project and are included in the Miramar Option. The construction services staff will act as the CONSULTANT's representative at the construction site and is responsible for the complete and thorough execution of all services covered in Phase "C" of this contract. This staff shall be present at the site during the hours with CITY and contract personnel are working at the site on the basis of forty hours per week of standard time for both field personnel over a period of 18 months. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

- RFI coordination and responses (Task 4)

- Submittal coordination and review (Task 3.1)

- Clarification of Building Inspection Department requests and requirements

- Attendance at formal and informal site meetings as requested by the CITY (Task 2.2)

- Review of substitution requests (Task 5.2)

- Contract interface coordination (Task 1.2)

- Preparation of Record Drawings (Task 6)

- Preparation of Operation and Maintenance Manual (Task 7)

Cost for appropriate office accommodation and equipment including furniture, telephone, copy machine, PC's, fax machine, utilities and janitorial services are not included and will be provided by others.

TASK 9 REVIEW START-UP PLAN

Review the process start-up plan for the facility developed by the Construction Manger.

Provide review comments to the Construction Manager on the process start-up plan.

END OF PHASE C

**DETAILED SCOPE OF SERVICES
FOR THE
NORTH CITY CONVEYANCE SYSTEM
(H156508)**

PHASE D – START UP

GENERAL

The following tasks shall be performed in accordance with Volume II, Chapter 22 of the Public Utilities Department, CWP Guidelines, and the latest edition of the Green Book being enforced at the time of design. If a conflict exists between the Guidelines and the Green Book, the CONSULTANT will inform the CITY in writing. The CITY will resolve the issue and respond in writing to the CONSULTANT in a timely manner.

TASK 1 TESTS

Attend equipment and systems test during the start-up phase. Assist Construction Manager in resolving any technical problems associated with equipment and systems testing.

Assume testing will take sixty (60) hours for two (2) CONSULTANT'S staff.

TASK 2 WARRANTY

Assist the PUD Construction Manager with resolving any warranty problems. Provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues.

Assume sixty (60) hours for warranty assistance.

TASK 3 ASSISTANCE

Provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. Assume sixty (60) hours for one CONSULTANT'S staff member for other start-up assistance.

TASK 4 (NOT IN CONTRACT)

TASK 5 (NOT IN CONTRACT)

END OF PHASE D

COMPENSATION AND FEE SCHEDULE

HDR, INC.

NORTH CITY CONVEYANCE SYSTEM FEE SUMMARY BY TASK

Task	AWPF PUMP STATION	San Vicente	Miramar	TOTAL
Phase A - DESIGN	\$2,077,866	\$12,169,859	\$3,807,632	\$18,055,357
Task 1 - City Management Support	\$430,562			
Task 2 - Not In Contract				
Task 3 - Program Information Assistance Program	\$111,803			
Task 4 - Environmental Impact Report		\$37,555	\$24,641	
Task 5 - Investigations		\$850,697	\$330,910	
Task 6 - 30% Design Development	\$291,072	\$6,527,092	\$1,958,340	
Task 7 - 60% Final Design	\$597,306	\$1,685,913	\$665,826	
Task 7.2 - 90% Design	\$269,523	\$858,872	\$277,427	
Task 7.3 - 100% Design	\$179,635	\$864,863	\$99,874	
Task 7.4 - Final Design Submittal	\$133,584	\$591,417	\$66,583	
Task 8 - Supplemental Design		\$17,935	\$5,846	
Task 9 - Design Reviews and Approvals		\$147,255	\$40,297	
Task 10 - Value Engineering	\$38,479			
Task 11 - Construction Cost Estimates		\$356,143	\$225,832	
Task 12 - Constructability Review Support	\$10,556			
Task 13 - Permitting		\$232,118	\$112,056	
Task 14 - O&M Manual	\$15,347			
Task 15- Additional Services				\$1,500,000
PHASE B - BIDDING	\$194,073			\$194,073
PHASE C - CONSTRUCTION	\$1,343,447			\$1,343,447
PHASE D - START UP	\$96,100			\$96,100
SUBTOTALS SCOPE OF WORK	\$3,711,486	\$12,169,859	\$3,807,632	\$19,688,977
TOTAL				\$21,188,977

WBS	WBS Description	PRIME + ALL SUB	PIC	Sr. Princ. Eng.	Task Mgr.	Sr. Princ. Eng.	Sr. Princ. Eng.	Mgr. Eng.	SRPM Task Mgr.	Sr. Eng.	Jr. Eng.	PRIME LABOR										Contract Admin.	Sr. Pr. Admin.	TOTAL	TOTAL	PRIME NON-LABOR		TOTAL	PRIME
												Designer	Sr. Eng.	Super Eng.	Assoc. Eng.	Asst. Eng.	Sr. Princ. Eng.	Eng.	LABOR	LABOR	Sub Labor					TOTAL	PRIME		
												\$	\$	\$	\$	\$	\$	\$	\$	\$	\$					\$	\$		
		2,077,210	267,000	252,000	211,000	252,000	232,000	210,000	221,000	150,000	120,000	310,000	150,000	200,000	150,000	140,000	250,000	150,000	200,000	125,000			1,944,000	1,794,183	26,762	12,710	9,473	1,823,815	2,685,897
	AWPF Pump Station	3,711,488	66	1173	200	170	708	1432	1101	401	1940	1042	797	61	132	1815	723	0	301	242			13281	2,294,759	14,972	51,270	90,167	2,685,897	
	PHASE A - DESIGN	2,077,210	47	219	170	708	1047	1047	474	104	810	1284	797	36	132	1627	277	0	481	240			10760	1,794,183	26,762	12,710	9,473	1,823,815	
.01_01	Task 1 - City Management Support	430,562	32	257	170	75	28	0	317	148	61	0	30	0	0	0	0	0	334	100			3552	252,743	4,893	6,201	10,794	304,535	
.01_01.01	Task 1.1 - Progress Meetings and Reporting		12	120	60	59	16	0	64	16	0	0	0	0	0	0	0	0	150	60			537	103,278	1,549	0	1,549	104,827	
	Agenda Prep			20															30				50						
	Attend monthly meetings		12	35		24			48														119			6,301	6,301		
	Attend comment resolution meetings (4 only)			10		8	16		16	16													66						
	Prepare updates of monthly status/invoicing			35	60	17													70	60			242						
	Notes and Distribution			20		10													30				60						
.01_01.02	Task 1.2 - Scheduling/Engineering and Cost Monitoring		0	55	110	0	0	0	0	0	0	0	30	0	0	0	0	0	40				235	47,770	717	0	717	48,487	
	Set up resource loaded P6			40	50	0							15										105						
	Monthly Schedule updates			15	60								15							40			130						
.01_01.03	Task 1.3 - Records Management		0	10	0	0	0	0	61	0	61	0	0	0	0	0	0	0	158	0			320	43,061	646	0	646	43,707	
	Set Up ProjectWise																		10				10						
	Monthly Maintenance																		30				30						
	Project Management Plan Prep			10					61		61								28				160						
	Reproduction																		120				120						
.01_01.04	Task 1.4 - Coordination with City Projects and Other Agencies		0	54	0	0	0	0	180	120	0	0	0	0	0	0	0	0	0	0			354	76,188	1,143	0	1,143	77,331	
	Coordination with AWPF Consultant (ten 4 hour meetings, one person)			20																			70						
	Project Coordination and meetings with Participating Agencies (4 hours/month)			30					60														90						
	Misc. Field Coordination (Assume 2 people, 8 hours/month)			4					120	120													244						
.01_01.05	Task 1.5 - Kickoff Meeting		20	18	0	16	12	0	12	12	0	0	0	0	0	0	0	0	16	0			106	23,444	352	0	352	23,796	
	Agenda/Presentation Prep			6		6																	30						
	Attend Meeting			6		10	12		12	12													62						
	Distribute Notes			6																			14						
.01_01.07	Task 2 - Not in Contract																						0						
.01_01.09	Task 3 - Program Information Assistance Program	111,803	10	52	0	148	0	0	0	0	0	0	0	0	0	0	0	0	78	0			518	68,670	1,440	2,004	3,054	71,734	
.01_03.01	Task 3.1 - Identify Focus Group, Community Groups and Impacted Communities																						0						
.01_03.01b	Task 3.2 - Attend Focus Group Meetings		0	52	0	52	0	0	0	0	0	0	0	0	0	0	0	0	20	0			104	23,268					
	Prepare Agenda			8		12																							
	Attend Meeting			12		20																							
	Prepare and Distribute Notes			12		20														20									
.01_03.02	Task 3.3 - Attendance at and Preparation for Public Information Meetings		0	36	0	72	0	0	0	0	0	0	0	0	0	0	0	0	42	0			150	31,626					
	Prepare Agenda			12		24																							
	Attend Meeting			12		24																							
	Prepare and Distribute Notes			12		24														24									
.01_03.02	Task 3.4 - Attendance at and Public Meetings for EIR Review		0	24	0	24	0	0	0	0	0	0	0	0	0	0	0	0	16	0			64	13,776					
	Prepare Agenda			8		8																							
	Attend Meeting			8		8																							
	Prepare and Distribute Notes			8		8														8									
.01_03.05	Task 6 - 30% Design Development	291,072	5	53	0	0	122	174	16	8	71	157	35	6	10	160	72	0	65	0			1117	199,631	2,928	1,408	7,330	202,969	
	Task 6.2.2 - 30% Pump Station Design			51				166			71	307	91			150	72		63										
	Task 6.2.2.4 - NC PWPS			51				166			71	207	91			150	72		80										
	Task 6.2.4 Dechlorination Facility Design		5	2			122	6	16	8	60	4	6	10	10				8										

NA 10/01/15

WSS	WSS Description	PRIME + ALL SUB TOTAL	PIC	Srv. Princ. Eng.	Task Mgr.	Srv. Princ. Eng.	Srv. Princ. Eng.	Mng. Eng.	SRPM Task Mgr.	Srv. Eng.	Inv. Eng.	PRIME LABOR										TOTAL LABOR HOURS	TOTAL LABOR FEE	PRIME NON-LABOR				PRIME TOTAL LABOR + NON-LABOR	
												Designer	Srv. Eng.	Super Eng.	Assoc. Eng.	Asst. Eng.	Srv. Princ. Eng.	Eng.	Contract Admin.	Srv. Inv. Admin.	TOTAL LABOR			TOTAL LABOR	Doc	M	NON-LABOR		NON-LABOR
	Task 7 - 60% Final Design	\$ 597,308	5	177	0	0	87	365	21	238	330	1055	176	20	62	690	114	0	160	40	3793	\$ 558,543	\$ 8,762	\$ -	\$ -	\$ 8,763	\$ 597,308		
	Task 7.a - Construction Package A: Advanced Purified Water Pump Station			80				190			180	605	210			410	114		91	40									
	Task 7.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		5	2	0	0	80	0	21	8	0	50	20	20	62	0	0	0	0	0									
	Task 7.1 - 60% Final Design Deliverable Production		0	95	0	0	0	175	0	730	200	400	116	0	0	280	0	0	68	0									
	Task 7.1.b - 60% Drawing Production (70 sets, 2 packages)			55				125		110	100	400	90			200			15										
	Task 7.1.c - 60% Specifications (70 sets, 2 packages)			40				50		120	100		56			80			92										
	Task 7.2 - 90% Design	\$ 280,913	5	80	0	0	60	210	20	10	178	475	125	0	20	425	0	0	103	60	1771	\$ 265,585	\$ 3,328	\$ -	\$ -	\$ 3,328	\$ 280,913		
	Task 7.2.a - Construction Package A: Advanced Purified Water Pump Station			75				210			178	450	120			425			103	60									
	Task 7.2.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		5	5	0	0	60	0	20	10	0	25	5	0	20	0	0	0	0	0									
	Dechlorination Facility		5	5			60	0	20	10	0	25	5	0	20	0	0	0	0	0									
	Task 7.3 - 100% Design	\$ 179,695	0	67	0	0	70	126	3	0	66	390	67	15	20	207	56	0	69	40	1119	\$ 129,925	\$ 2,660	\$ -	\$ -	\$ 2,660	\$ 179,695		
	Task 7.3.a - Construction Package A: Advanced Purified Water Pump Station			60				126			66	280	62			202	56		67	40									
	Task 7.3.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		0	0	0	0	70	0	3	0	0	50	5	5	20	0	0	0	0	0									
	Dechlorination Facility			0			70	0	3	0	0	50	5	5	20	0	0	0	0	0									
	Task 7.4 - Final Design Submittal	\$ 133,584	0	66	0	0	70	101	12	0	60	134	64	5	20	150	35	0	49	0	766	\$ 131,089	\$ 1,495	\$ -	\$ -	\$ 1,495	\$ 133,584		
	Task 7.4.a - Construction Package A: Advanced Purified Water Pump Station			66				101			60	110	60			150	35		49	0									
	Task 7.4.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		0	0	0	0	70	0	12	0	0	24	4	5	20	0	0	0	0	0									
	Dechlorination Facility			0			70	0	12	0	0	24	4	5	20	0	0	0	0	0									
	Task 10 - Value Engineering	\$ 38,479	0	44	0	0	37	37	0	0	0	0	0	0	0	0	0	0	0	0	155	\$ 37,913	\$ 566	\$ -	\$ -	\$ 566	\$ 38,479		
	Attend VE Session			19			17	17																					
	Respond to Questions			20			17	17																					
	Fatal Flaw Meeting			5			3	3																					
	Task 12 - Constructability Review Support	\$ 10,958	0	0	0	0	0	47	0	0	0	0	0	0	0	0	0	0	0	0	47	\$ 10,187	\$ 769	\$ -	\$ -	\$ 769	\$ 10,958		
	Task 12.1: 60% Constructability Review Support							24																					
	Task 12.2: 90% Constructability Review Support							23																					
	Task 12.3																												
	Task 14 - O&M Manual	\$ 15,247	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	72	\$ 15,100	\$ 227	\$ -	\$ -	\$ 227	\$ 15,247		
	Task 14.1 - Preliminary Draft O&M Manual, Vols I and II							24																					
	Task 14.2 - Revised Draft O&M Manual, Vols I and II							24																					
	Task 14.3 - Maintenance Manual Spec Vols I and II of O&M Manual							24																					

PM 10/01/15

WBS	WBS Description	PRIME + ALL SUB TOTAL	PIC	Sr. Princ. Eng.	Task Mgr.	Sr. Princ. Eng.	Sr. Princ. Eng.	Mng. Eng.	SRPM Task Mgr.	Sr. Eng.	Jnr. Eng.	PRIME LABOR										TOTAL	TOTAL	PRIME NON-LABOR			PRIME	
												Sr. Eng.	Super Eng.	Assoc. Eng.	Asst. Eng.	Sr. Princ. Eng.	Eng.	Contract Admin.	Sr. Pj. Admin.	LABOR	LABOR			LABOR	LABOR	LABOR		LABOR
												100.00	150.00	200.00	170.00	180.00	257.00	130.00	100.00	175.00	HOURS			FEES	PERCENT	NON-LABOR		LABOR
PHASE B - FINISHING		\$ 184,273	0	49	0	0	154	40	190	0	109	172	0	0	0	0	0	0	35	20	1749	\$ 137,721	\$ 2,092	\$ 2,011	\$ 4,634	\$ 131,854		
.01__03.15	Task 1 - City Management Support																											
	Task 1.1 - City Progress Meetings (Not In Contract)																											
	Task 1.2 - Coordination with Other Projects			7			28				21										20							
	Task 2 - Attend Pre-Bid Meeting and Site Visit			12				20	24																			
	Task 3 - Respond to Technical Inquiries/Clarifications								40		88											15						
	Task 4 - Prepare Technical Addenda			10			96		96																			
Task 5 - Not In Contract																												
Task 6 - Incorporate Addenda into Bid Documents			20			30	20	30			172																	
PHASE C - CONSTRUCTION		\$ 1,343,447	0	250	0	0	54	334	519	0	1003	609	0	0	0	183	401	0	0	22	5383	\$ 579,663	\$ 8,495	\$ 15,848	\$ 41,643	\$ 624,609		
.01__03.15	Task 1 - City Management Support	\$ 232,954		47	0	0	0	0	11	0	0	0	0	0	0	0	0	0	0	0	83	\$ 13,645.00	\$ 710	\$ 9,469	\$ 9,338	\$ 29,583		
	Task 1.1 Interface with Other Agencies			18					12																			
	Task 1.2 - Coordination with Other Projects			24					29																			
.01__03.15	Task 2 - Attend Project Construction Meetings	\$ 226,114		14	0	0	14	266	265	0	0	0	0	0	0	0	0	0	0	22	561	\$ 174,231.00	\$ 1,863		\$ 1,363	\$ 126,414		
	Task 2.1 - Preconstruction Conferences			14			14	26	25												22							
	Task 2.2 - Project Construction Meetings							240	240																			
.01__03.15	Task 3 - Submittal Review/Inspection	\$ 227,604		0	0	0	36	68	67	0	803	0	0	0	0	0	356	0	0	0	1330	\$ 224,231.00	\$ 9,373		\$ 1,373	\$ 227,604		
	Task 3.1 - Submittal Review							68	67		803																	
	Task 3.2 - Witness Equipment Test						36										36											
.01__03.15	Task 3.3 - Functional Equipment Test																320											
	Task 4 - Respond to Technical Requests for Information/Clarification	\$ 24,360									200										200	\$ 24,000.00	\$ 360		\$ 360	\$ 24,360		
	Task 5 - Contract Change Order Preparation and Assistance	\$ 33,292		32	0	0	0	0	84	0	0	56	0	0	0	0	0	0	0	0	192	\$ 32,768.00	\$ 524		\$ 524	\$ 33,292		
.01__03.15	Task 5.1 - Review Draft Contract Change Orders Prepared by Others																											
	Task 5.2 - Assist in Preparation of Change Orders			32					64		96																	
	Task 6 - Prepare Record Drawings	\$ 119,882		162			8		62		513										764	\$ 117,129.10	\$ 1,784		\$ 1,784	\$ 119,882		
.01__03.15	Task 7 - Prepare O&M Manuals	\$ 26,796																			138	\$ 26,320.00	\$ 476		\$ 476	\$ 26,796		
	Task 8 - Design Consultant Construction Service Staffing	\$ 551,875																			0			\$ 26,280	\$ 26,280	\$ 551,875		
	Task 9 - Review Start-Up Plan	\$ 11,571																			45	\$ 11,940.00	\$ 411		\$ 411	\$ 11,571		
PHASE D - STARTUP		\$ 95,100	19	45	30	10	90	0	114	0	11	0	0	45	0	0	45	0	9	0	499	\$ 94,700	\$ 1,388		\$ 1,388	\$ 95,100		
.01__03.16	Task 1 - Tests	\$ -					40		40								45											
	Task 2 - Warranty	\$ -	9	21			25		30																			
	Task 3 - Assistance	\$ -	10	24	30	10	25		44		11					45												
Total Contract Amount		\$ 3,711,486																										

PM 10/1/15

WBS	WBS Description	PRIME + ALL SUB	PRIME LABOR																		PRIME NON-LABOR				TOTAL	
			FC	Sr. Princ. Eng.	Super Eng.	Sr. Proj Mgr / Sr. Task Mgr	Sr. Proj Mgr / Sr. Task Mgr	Mng. Eng.	W/Pl/Task Mgr	Sr. Eng.	Pr. Eng.	Designer	Sr. Eng.	Super Eng.	Assoc. Eng.	Asst. Eng.	Sr. Princ. Eng.	Eng.	Proj. Crv. Admin.	Sr. Proj./Con. Admin.	TOTAL LABOR	TOTAL LABOR	Sub Labor	TOTAL NON-LABOR		TOTAL LABOR + NON-LABOR
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	HOURS	FEES	ODC ¹³	5%		NON-LABOR
			262.00	252.00	200.00	221.00	221.00	210.00	221.00	190.00	150.00	110.00	190.00	200.00	170.00	140.00	252.00	150.00	105.00	125.00	16744	1,682,311	25,131	97,727	122,858	2,715,209
	PHASE A - DESIGN																									
.01_03.04	Task 4.1 Environmental Impact Report	3,807,632	0	35	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0
.01_03.05	Task 5.2 Investigations	330,910	0	109	0	0	0	33	0	351	0	424	215	54	0	0	0	0	0	73	0	0	0	0	0	0
.01_03.07	Task 5.1 - Property Acquisition Assistance		0	60	0	0	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.07	Task 5.2 - Geotechnical Investigations		0	49	0	0	0	0	0	47	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.08	Task 5.3 - Corrosivity and Stray Current Report		37	0	0	0	33	0	244	0	424	215	54	0	0	0	0	0	0	73	0	0	0	0	0	0
.01_03.10	Task 6.1 - Determine Locations and Elevations of Existing Utilities	1,958,310	0	152	0	65	51	161	385	349	139	1130	300	0	0	0	0	0	0	141	0	0	0	0	0	0
.01_03.11	Level D - Records research and amalgamation research (Level D)		0	39	0	0	0	0	93	50	133	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.11	Level A - Add test hole information at critical locations (assume 50 locations)		0	17	0	0	0	0	51	56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.12	Task 6.2 - 30% Design Development		10	90	0	65	51	151	258	224	306	1110	260	0	0	0	0	0	0	116	0	0	0	0	0	0
.01_03.13	Task 6.2.1 - 30% Design Development Report		10	90	0	40	51	101	114	89	245	215	260	0	0	0	0	0	0	120	0	0	0	0	0	0
.01_03.14	Task 6.2.2 - 30% Design Development Report		0	40	0	35	35	85	94	65	225	180	130	0	0	0	0	0	0	90	0	0	0	0	0	0
.01_03.14	Task 6.2.3 - 30% Design Development Report		0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0
.01_03.14	Task 6.2.1 - 30% Pipeline Design		0	40	0	25	0	60	144	185	45	895	60	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 6.2.1.2 - Construction Package B: Advanced Purified Water Conveyance System		0	40	0	25	0	60	144	185	45	895	60	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 6.2.3 Advanced Purified Water Discharge Structure Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 6.3 Identify Construction Staging Areas		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 6.4 - Authorization for Final Design		0	23	0	0	0	0	34	25	20	20	0	0	0	0	0	0	0	5	0	0	0	0	0	0
.01_03.14	Task 6.4.a - Incorporate Comments		0	8	0	0	0	0	20	20	20	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 6.4.b - Meeting with City to Confirm Final Design Development		0	15	0	0	0	0	14	5	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0
.01_03.14	Prepare Agenda		0	5	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0
.01_03.14	Attend Meeting		0	5	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0
.01_03.14	Prepare and Distribute Notes		0	5	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0
.01_03.14	Task 7 - 60% Final Design	685,826	0	361	0	0	0	398	365	365	496	1580	510	0	0	0	0	0	0	356	3933	4178	0	0	0	0
.01_03.14	Task 7.1 - Construction Package A: Advanced Purified Water Conveyance System & Dechlorination Facility		0	24	0	0	0	0	100	100	200	500	40	0	0	0	0	0	0	40	1044	0	0	0	0	0
.01_03.14	Pipeline		0	24	0	0	0	0	100	100	200	500	40	0	0	0	0	0	0	40	1044	0	0	0	0	0
.01_03.14	Task 7.1.1 - 60% Final Design Deliverable Production		0	32	0	0	0	100	0	180	87	426	70	0	0	0	0	0	0	35	0	0	0	0	0	0
.01_03.14	Task 7.1.1.b - 60% Drawing Production (70 sets, 2 packages)		0	16	0	0	0	70	0	100	45	426	45	0	0	0	0	0	0	10	0	0	0	0	0	0
.01_03.14	Task 7.1.1.c - 60% Specifications (70 sets, 2 packages)		0	16	0	0	0	30	0	80	87	25	0	0	0	0	0	0	0	25	0	0	0	0	0	0
.01_03.14	Task 7.1.2 - 90% Design	277,427	0	120	0	0	0	120	102	112	276	480	269	0	0	0	0	0	0	133	0	0	0	0	0	0
.01_03.14	Task 7.2.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		0	0	0	0	0	0	102	112	93	220	109	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Pipeline		0	0	0	0	0	0	102	112	93	220	109	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 7.2.1 - 30% Final Design Deliverable Production		0	120	0	0	0	120	0	0	183	240	160	0	0	0	0	0	0	133	0	0	0	0	0	0
.01_03.14	Task 7.2.1.a - 90% Drawing Production		0	60	0	0	0	70	0	96	200	80	85	0	0	0	0	0	0	70	0	0	0	0	0	0
.01_03.14	Task 7.2.1.b - 90% Specifications		0	60	0	0	0	50	0	87	40	80	80	0	0	0	0	0	0	63	0	0	0	0	0	0
.01_03.14	Task 7.3 - 100% Design	549,874	0	19	0	0	0	30	24	40	90	160	85	0	0	0	0	0	0	43	24	584	0	0	0	0
.01_03.14	Task 7.3.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		0	9	0	0	0	0	24	20	30	80	42	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Pipeline		0	9	0	0	0	0	24	20	30	80	42	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 7.3.1 - 100% Final Design Deliverable Production		0	10	0	0	0	30	0	20	60	80	43	0	0	0	0	0	0	45	24	584	0	0	0	0
.01_03.14	Task 7.3.1.a - 100% Drawing Production (50 11x17, 10 full size, 2 packages)		0	5	0	0	0	20	0	20	40	80	25	0	0	0	0	0	0	20	24	584	0	0	0	0
.01_03.14	Task 7.3.1.b - 100% Specifications		0	5	0	0	0	10	0	20	40	18	0	0	0	0	0	0	0	25	24	584	0	0	0	0
.01_03.14	Task 7.4 - Final Design Submittal	566,583	0	8	0	0	0	8	7	18	40	60	40	0	0	0	0	0	0	10	0	201	0	0	0	0
.01_03.14	Task 7.4.b - Construction Package B: Advanced Purified Water Conveyance System & Dechlorination Facility		0	2	0	0	0	0	7	10	15	20	15	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Pipeline		0	2	0	0	0	0	7	10	15	20	15	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	Task 7.4.1 - Final Design Deliverable Production		0	4	0	0	0	4	0	8	31	40	25	0	0	0	0	0	0	10	0	201	0	0	0	0
.01_03.14	Task 7.4.1.a - Final Drawing Production (20 - 11x17 sets, mylar, 2 packages)		0	2	0	0	0	1	0	8	8	8	0	0	0	0	0	0	0	10	0	201	0	0	0	0
.01_03.14	Task 7.4.1.b - Final Specifications (20 copies and camera ready orig, 2 packages)		0	2	0	0	0	3	0	8	23	60	25	0	0	0	0	0	0	10	0	201	0	0	0	0
.01_03.14	Task 8 - Supplemental Design	5,646	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	48	0	0	0	0
.01_03.14	Task 8.1 Transient Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	0	48	0	0	0	0
.01_03.14	Task 9 - Design Reviews and Approvals	60,297	0	12	0	0	0	0	17	10	2	0	38	0	0	0	0	0	0	7	0	106	0	0	0	0
.01_03.14	Task 9.1 - Design Computation and Coordination Checking		0	11	0	0	18	0	15	10	0	0	36	0	0	0	0	0	0	5	0	95	0	0	0	0
.01_03.14	Draft TM, 2 Packages		0	5	0	0	0	0	8	8	0	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0
.01_03.14	QC Check/Recover, 2 Packages		0	3	0	0																				

WBS	Task Description	PRIME + All Sub	PRIME LABOR																				PRIME NON-LABOR		PRIME				
			PIC	Sr. Princ. Eng.	Super Eng.	Sr. Princ. Eng.	Sr. Princ. Eng.	Sr PM/Trk Mgr.	Mng. Eng.	Junior Eng.	Sr. Eng.	SR PM/Trk Mgr.	Princ. Prof.	Princ. Prof.	Environ. Plan.	Super Eng.	Mng. Eng.	Mng. Eng.	Mng. Eng.	Assoc. Eng.	Junior Eng.	Designer	Sr. Prin. Eng.	Prin./Contract Ad.	Sr. Proj. Admin.	TOTAL LABOR	TOTAL NON-LABOR	TOTAL LABOR + NON-LABOR	TOTAL LABOR + NON-LABOR
01_03	Task 4 - Environmental Impact Report	12,122,357	122	1015	0	118	400	1975	1161	1750	3333	851	436	119	1646	343	2154	208	281	134	335	88	696	350	17200	3,743,938	497,683	4,141,018	
01_03_01	Task 4.1 - Environmental Impact Report	12,122,357	122	1015	0	118	400	1975	1161	1750	3333	851	436	119	1646	343	2154	208	281	134	335	88	696	350	17200	3,743,938	497,683	4,141,018	
01_03_01	Task 4.1.1 - Prepare Agenda		8																						24	1,688	25	1,713	
01_03_01	Task 4.1.2 - Attend Meeting		16																						32	2,899	43	2,942	
01_03_01	Task 4.1.3 - Prepare and Distribute Notes		8																						24	1,688	25	1,713	
01_03_01	Task 4.1.4 - Review/Revise Impact Report		44																						44	3,080	43	3,123	
01_03_07	Task 5.1 - Property Acquisition Assistance		60																						110	26,170	393	26,563	
01_03_07	Task 5.2 - Geotechnical Investigations		24																						1822	257,470	3,862	261,332	
01_03_08	Task 5.3 - Corrosion and Stray Current Report		82																						2095	424,204	6,362	430,566	
01_03_09	Task 6.1 - Determine Locations and Elevations of Existing Utilities	6,277,697	30	370	0	115	60	407	500	767	913	363	100	0	0	0	110	172	175	69	230	82	178	50	8235	1,475,770	22,047	1,497,817	
01_03_10	Task 6.2 - 30% Design Development		36	232	0	110	60	412	395	402	950	165	100	0	0	0	110	172	175	69	230	81	164	80	4127	778,764	11,681	790,445	
01_03_11	Task 6.2.1 - 30% Pipeline Design		16	60	0	30	0	232	232	292	840	281	20	0	0	0	0	0	0	0	0	0	0	0	2142	418,033	6,271	424,304	
01_03_12	Task 6.2.2 - 30% Pump Station Design		0	40	0	0	0	0	0	0	0	0	0	0	0	0	110	172	175	69	230	82	72	0	930	155,840	2,338	158,178	
01_03_13	Task 6.2.3 - 30% Advanced Purified Water Discharge Structure Design		0	40	0	0	0	0	0	0	0	0	0	0	0	0	110	172	175	69	230	82	72	0	930	155,840	2,338	158,178	
01_03_14	Task 6.3 - Identify Construction Staging Areas		0	41	0	0	0	50	44	42	40	0	0	0	0	0	0	0	0	0	0	0	0	0	230	0	0	230	
01_03_15	Task 6.4 - Authorization for Final Design		24																						24	0	0	24	
01_03_16	Task 6.4.1 - Incorporate Comments		0	18	0	0	0	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0	0	14	
01_03_17	Task 6.4.2 - Prepare Agenda		5																						5	0	0	5	
01_03_18	Task 6.4.3 - Attend Meeting		8																						8	0	0	8	
01_03_19	Task 6.4.4 - Prepare and Distribute Notes		5																						5	0	0	5	
01_03_20	Task 7 - Final Design	1,145,919	34	35	0	0	30	62	72	62	62	64	45	0	15	30	0	67	37	106	66	365	27	26	2	1309	201,879	3,028	204,907
01_03_21	Task 7.1 - 60% Final Design		24																						24	0	0	24	
01_03_22	Task 7.1.1 - Construction Package A: APWP, Segment A - NC to MG PWPS		5																						5	0	0	5	
01_03_23	Task 7.1.2 - Construction Package B: APWP, Segment B: MG PWPS to SVR		10																						10	0	0	10	
01_03_24	Task 7.1.3 - Construction Package C: APWP Tunnel		0																						0	0	0	0	
01_03_25	Task 7.1.4 - Construction Package D: MG PWPS		0																						0	0	0	0	
01_03_26	Task 7.1.1.1 - 60% Final Design Deliverable Production	28,487	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	158	28,066	421	28,487	
01_03_27	Task 7.1.1.1.1 - 60% Final Design Deliverable Production (70 Sets 11x17.4 packages)		0																						0	0	0	0	
01_03_28	Task 7.1.1.1.2 - 60% Specifications (70 Sets, 4 packages)		8																						8	0	0	8	

PM 10/1/15

HDR, INC.

PERSONNEL CLASSIFICATION	Hourly Rate
Principal-in-Charge	\$ 262
Senior Principal Engineer	\$ 252
Principal Engineer	\$ 242
Senior Project Manager / Senior Task Manager	\$ 221
Principal Professional	\$ 211
Project Manager / Task Manager	\$ 210
Supervising Engineer	\$ 200
Managing Engineer	\$ 190
Senior Engineer	\$ 185
Associate Engineer	\$ 170
Assistant Engineer	\$ 150
Engineer	\$ 140
Senior Designer	\$ 135
Environmental Planner	\$ 135
Junior Engineer	\$ 125
Designer	\$ 120
Engineering Technician	\$ 110
Senior Project / Contract Administrator	\$ 105
Project / Contract Administrator	\$ 85
Administrative Assistant	\$ 75

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).

--- End of Fee Schedule ---

TIME SCHEDULE

Note:
Durations are in Working Days

4/1/16

2/1/21

Task Name	Duration	
Issue NTP	1 day	
Common Elements	1261 days	
Tasks 1-5	1261 days	
NCPS	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
Dechlorination Facility	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
San Vicente Design	345 days	
Pipeline Package A	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
Pipeline Package B	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
San Vicente Tunnel Package C	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
MGPWPS Package D	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
NCPWPS Package D	345 days	
30% Design	90 days	
60% Design	90 days	
90% Design	90 days	
100% Design	45 days	
Final Design	30 days	
Property/ROW Acquisition	360 days	
Permitting	520 days	
Bidding/Procurement	35 days	
Pipeline Package A	35 days	
Pipeline Package B	35 days	
Tunnel and Dechlorination Package C	35 days	
NCPWPS and MGPWPS Package D	35 days	
Construction	521 days	
Pipeline Package A	521 days	
Pipeline Package B	521 days	
Tunnel and Dechlorination Package C	521 days	
NCPWPS and MGPWPS Package D	521 days	
Commissioning	521 days	
Project Complete	1 day	

2/1/21

2/1/21

Project: NCCS Schedule 021619	Task	Milestone	Start-only		Deadline	
Date: Fri 2/19/16	Split	Summary	Finish-only		Progress	

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

IV. Small and Local Business Program.....2

V. Demonstrated Commitment to Equal Opportunity.....3

VI. Definitions4

VII. Certification.....5

VIII. List of Attachments.....5

 AA. Disclosure of Discrimination Complaints6

 BB. Work Force Report.....10

 CC. Subcontractors List.....11

 DD. Consultant Past Participation List12

I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

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

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
 - a. 20% participation – 5 points

- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

- 2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Consultants are required to submit the following information with their proposals:

- 1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
- 2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Small Disadvantaged Business (SDB), Woman Owned Small Business (WOSB), Service Disabled Veteran Owned Business (SDVOSB), Historically Underutilized Business Zones (Hub Zone), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
- 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
- 4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. Definitions.

Commercially Useful Function: an SLBE/ELBE performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

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

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies). The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California, that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Minority Business Enterprise (MBE): a certified business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

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

VII. Certification.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP.

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints

BB. Work Force Report

CC. Subcontractors List

DD. Consultant Past Participation List

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

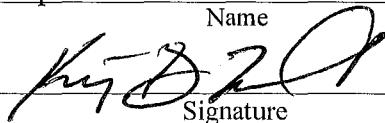
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
9/08/2005	FL	Gender	Yes	Closed	Dismissed with prejudice mediation
10/3/2005	NE	Disability, Age	No	Closed	Dismissed with prejudice mediation
3/20/2007	GA	Race, National Origin	No	Closed	EEOC investigator found no violation of law
11/9/2007	FL	Race, Age	No	Closed	Claimant granted permission to sue ahead of completion of EEOC investigation; EEOC made no formal determination about validity of case and claimant did not file suit
11/30/2007	TX	Race	No	Closed	EEOC investigator found no violation of law
2/13/2008	TX	Retaliation, Sex, Origin	No	Closed	EEOC investigator found no violation of law
8/8/2008	OK	Sex	No	Closed	Withdrawn
9/4/2008	VA	Race	No	Closed	EEOC investigator found no violation of law

Design Professional Name HDR Engineering, Inc

Certified By Kip D. Field Vice President-Area Manager

Name



Signature

Date 10-9-15

USE ADDITIONAL FORMS AS NECESSARY

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
11/3/2008	CO	Wage	No	Closed	Settle
11/14/2008	FL	Sex	No	Closed	EEOC investigator found no violation of law
1/30/2009	NC	Wage	No	Closed	EEOC investigator found no violation of law
6/08/2009	OR	Race	No	Closed	EEOC investigator found no violation of law
3/23/2010	NY	Age, Gender	No	Closed	Settled
4/22/2010	WA	Sex, Retaliation	No	Closed	Claimant granted permission to sue ahead of completion of EEOC investigation; EEOC made no formal determination about validity of case and claimant did not file suit
12/17/2010	CA	Disability	Yes	Closed	Dismissed with prejudice mediation
6/17/2011	AK	Age	No	Closed	EEOC investigator found no violation of law

Design Professional Name HDR Engineering, Inc

Certified By Kip D. Field Title Vice President-Area Manager
Name

 Date 10-9-15
Signature

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

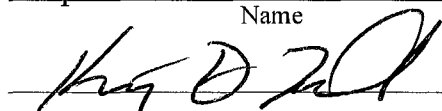
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
8/26/2011	TX	Sex, Disability	No	Closed	EEOC investigator found no violation of law
10/15/2010	VA	Age	No	Closed	EEOC investigator found no violation of law
7/5/2011	WA	Wrongful Termination for Race	Yes	Closed	Settled
11/17/2011	AZ	Race, Sex, Retaliation	Yes	Closed	Settled
5/23/2012	CA	Race, Harassment, Sex, Retaliation	Yes	Closed	Settled
11/13/2013	CA	Age	No	Pending	
12/21/2012	HI	Disability	No s	Pending	
8/21/2013	CA	Disability	No	Pending	
8/8/2013	NE	Age Discrimination, American with disabilities	No	Pending	
1/8/2013	HI	Religion and Retaliation	No	Pending	

Design Professional Name HDR Engineering, Inc

Certified By Kip D. Field Title Vice President-Area Manager

Name



Date 10-9-15 Signature

USE ADDITIONAL FORMS AS NECESSARY





City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: HDR, Inc.
 AKA/DBA: HDR Engineering, Inc
 Address (Corporate Headquarters, where applicable): 8404 Indian Hills Drive
 City Omaha County Douglas State Nebraska Zip 68114-4098
 Telephone Number: (402) 399.1000 FAX Number: (402) 399.1238
 Name of Company CEO: George A. Little
 Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: 8690 Balboa Ave, Suite 200 / 401 B Street, Suite 1110
 City San Diego County San Diego State CA Zip 92123/92101
 Telephone Number: (858) 712.8400 FAX Number: (858) 712.8333 Email: Dean.gipson@hdrinc.
 Type of Business: Consulting Type of License: Business
 The Company has appointed: Tina Cato
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 3230 El Camino Real, Suite 200, Irvine, CA 92602
 Telephone Number: (714) 730.2426 FAX Number: (714) 730-2301 Email: Tina.cato@hdrinc.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of HDR, Engineering Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 9th day of October, 2015.

Kip D. Field
 (Authorized Signature)

Kip D. Field
 (Print Authorized Signature)

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): San Diego, CA COUNTY: San Diego

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											13	4		
Professional						1	1				12	4	2	
A&E, Science, Computer			3		3	4					20	4	1	2
Technical					1	2					3			
Sales														
Administrative Support				1								8		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			3	1	4	7	1				48	20	3	3
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Grand Total All Employees 90

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR

DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Los Angeles, Pasadena, and Claremont CA COUNTY: Los Angeles

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		1	1					17	4		
Professional			1			1					1	3		1
A&E, Science, Computer		1	8	5	21	12					24	8	4	1
Technical			1		2									
Sales														
Administrative Support				4							2	7		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	11	9	24	14					44	22	4	4
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Grand Total All Employees	133
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Irvine, CA COUNTY: Orange

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1	5	2	1	1					12	7		
Professional						1					1	1		
A&E, Science, Computer	1		4		7	8	1				29	5	5	1
Technical			2		1						5	3	1	
Sales														
Administrative Support				4		3						9		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	11	6	9	13	1				47	25	6	2
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Grand Total All Employees	122
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Walnut Creek, CA COUNTY: Contra Costa

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		2						6	1		
Professional														
A&E, Science, Computer				1	6	3	1				11	8	1	1
Technical					1						1	1		
Sales														
Administrative Support	1					2						5		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		1	1	9	5	1				18	15	1	3
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Grand Total All Employees	55
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Riverside, CA COUNTY: Riverside

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2	1		
Professional														
A&E, Science, Computer			3	1	2	1					16	1	1	
Technical			1		1	1					1	2	1	
Sales														
Administrative Support				2								4		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			4	3	3	2					19	8	2	
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Grand Total All Employees	41
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Denver, CO COUNTY: Denver

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial				1	2							26	10		
Professional												2	2		
A&E, Science, Computer	1		5	4	4	2						101	36	3	1
Technical			2		1							12	5		1
Sales															
Administrative Support				2		4						1	20		2
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	1		7	7	7	6						142	73	3	4
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Grand Total All Employees	250
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Fort Worth, TX COUNTY: Tarrant

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											5	1		
Professional												2		
A&E, Science, Computer			1			1					8	3		
Technical			1	2							12	2		
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			2	2		1					25	9		
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Grand Total All Employees	39
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 06/30/2015

OFFICE(S) or BRANCH(ES): Portland, OR COUNTY: Multnomah

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		2						14	4	1	1
Professional				1	1						8	3		
A&E, Science, Computer					6	3					79	29	2	1
Technical		1			1						9	3		
Sales														
Administrative Support						3					3	19		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	2	1	10	6					113	58	3	2
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Grand Total All Employees 196

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for

example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.¹

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Consultants must also list participation by any MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall be counted as SLBEs.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Aark Engineering, Inc.	Structural Design Services	.54%	ELBE	-CITY
Chen Ryan and Associates	Traffic Control Plans , Coordination	3.98%	ELBE/DBE	-CITY -CUCP -CALTRANS
Cook+Schmid	Public Outreach Coordination	.51%	ELBE/DBE/MBE	-CITY -CALTRANS -NMSDC
Electrical Desing, Inc.	Electrical, Instrumentation, Control and SCADA Design	1.33%	ELBE/DBE/MBE /SBE	-CITY -CALTRANS -CPUC -SCPHA
Eugene J. Gemperline, Inc.	Transient Analysis	.97%	ELBE/SB/ SBE	-CITY -CADoGS -Port Long Beach -SCPHA
KEH & Associates, Inc.	Pipeline, Pump Station Design Supprt, Civil Design and CADD Services	2.00%	ELBE	-CITY
Kelsey Structrual	Structural Design Services	1.48%	ELBE	-CITY
Landmark Consutling	Surveying, Prepare Plats, Legals, Title Searches and Utility Research	.89%	SLBE/SBE	-CITY -Micro
McMillen Jacobs Associates	Tunneling, Trenchless, Geotechnical	10.85%	OBE	N/A
Michael Baker International	Pipeline, QC, Permitting, Support Services	14.83%	OBE	N/A
Neri Landscape Architecture	Landscape Architecture	.97%	ELBE	-CITY
OBR Architecture Inc.	Architectural Services	.80%	SLBE	-CITY
Platt/Whitelaw Architects, Inc	Architectural Services	1.13%	SLBE/SWBE	-CITY -CALTRANS

PW Engineering	Engineering Design Oversight	4.16%	ELBE	-CITY
TerraCosta Consulting Group, Inc.	Geotechnical Services	2.76%	SLBE	-CITY
Underground Solutions Inc,	Subsurface Utility Evaluation	1.01%	OBE	-CITY
VO Engineering, Inc.	Geotechnical and Seismic Refraction Survey Services	3.57%	SLBE/SBE	-CITY -Micro

List of Abbreviations:

TOTAL:**25.09%****Small Local Business Enterprise****SLBE****Emerging Local Business Enterprise****ELBE**

Certified Minority Business Enterprise

MBE*

Certified Woman Business Enterprise

WBE*

Certified Disadvantaged Business Enterprise

DBE*

Certified Disabled Veteran Business Enterprise

DVBE*

Other Business Enterprise

OBE*

* Listed for informational purposes only.

** Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Consultant Requirements.

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for the first three projects listed in response to the RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Citywide Group Pump Station Upgrades

TYPE OF PROJECT: D/B/B

DOLLAR VALUE OF CONTRACT: \$ 3,732,170.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Marrs Services, Inc.</u> Address: <u>101 State Place, Suite J</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760.233.1840</u>	Subconsultant	Construction Management	\$ 22,000.00	SBE DBE	-CADoGS -CALTRANS
Name: <u>Lintvedt, McColl & Associates</u> Address: <u>2810 Camino Del Rio South</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92108</u> Phone: <u>619.294.4440</u>	Subconsultant	*(Acquired by DEA, Inc. 2009) Land Survey	\$ 12,000.00	SBE	-CADoGS -City
Name: <u>DeC Consultants</u> Address: <u>8291 Aero Place # 110</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858.592.0226</u>	Subconsultant	*(Acquired by V&A 2007) Corrosion Engineer	\$ 1,000.00	OBE	N/A

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for the first three projects listed in response to the RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Citywide Group Pump Station Upgrades

TYPE OF PROJECT: D/B/B

DOLLAR VALUE OF CONTRACT: \$ 3,732,170.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Saf-r-Dig Utility Surveys, Inc.</u> Address: <u>12210 Michigan Ave, #24</u> City: <u>Grand Terrace</u> State: <u>CA</u> Zip: <u>92313</u> Phone: <u>909.370.0930</u>	Subconsultant	Utility Service	\$ 50,000.00	SBE	CADoGS
Name: <u>Garbini & Garbini</u> Address: <u>715 J Street, Suite 307</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619.232.4747</u>	Subconsultant	Landscape	\$14,200.00	-ELBE -SB	-City - CADoGS
Name: <u>Moraes, Pham & Associates</u> Address: <u>2131 Palomar Airport Rd # 120</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92011</u> Phone: <u>760.431.7177</u>	Subconsultant	Mechanical	\$373,104.00	-DBE -SLBE	-Caltrans -City - CADoGS

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
| State of California | CA | | |

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for the first three projects listed in response to the RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Citywide Group Pump Station Upgrades

TYPE OF PROJECT: D/B/B

DOLLAR VALUE OF CONTRACT: \$ 3,732,170.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^o	WHERE CERTIFIED ^o
Name: <u>Simon Wong Engineering</u> Address: <u>550 W C Street, Suite 1200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>5 .566.3113</u>	Subconsultant	Structural Design	\$ 164,200.00	-MBE -SB	-CADoGS - CPUC
Name: <u>Ninyo & Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>5 .576.1000</u>	Subconsultant	Geotechnical & Environmental Sciences	\$ 102, 60.00	MBE	-CPUC -Grater San Diego Minorit Bus Council -So Cal Minority Business Development
Name: <u>Northwest Hydraulics</u> Address: <u>3950 Industrial Blvd</u> City: <u>Sacramento</u> State: <u>CA</u> Zip: <u>95691</u> Phone: <u>916.371.7400</u>	Subconsultant	Engineers Consulting	\$ 11,770.00	OBE	N/A

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|--|---------------------|---|----------|
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| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB ^o | As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by: | |
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
| State of California | CA | | |

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NAME OF PROJECT: Citywide Group Pump Station Upgrades

TYPE OF PROJECT: D/B/B

DOLLAR VALUE OF CONTRACT: \$ 3,732,170.00

NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR DESIGNER SUPPLIER OR VENDOR	TYPE OF WORK PERFORMED MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^o	WHERE CERTIFIED ^o
Name: <u>Mark Balan & Associates</u> Address: <u>4540 Earny Villa Road, Suite 221</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>5 .292.5900</u>	Subconsultant	Electrical Engineers	\$ 12,000.00	OBE	N/A
Name: <u>Orion Structural Engineering, Inc.</u> Address: <u>12257 Old Pomerado Rd, # A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>5 .679.1974</u>	Subconsultant	Structural Engineers	\$ 5,000.00	-SB -ELBE	-CADoGS -City
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for the first three projects listed in response to the RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: As-Needed Wastewater Condition of Assessment of Wastewater Facilities

TYPE OF PROJECT: Inspection, Assessment, Design Services DOLLAR VALUE OF CONTRACT: \$5,000,000.00 (Awarded \$ 1, 97,399.00)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^o	WHERE CERTIFIED ^o
Name: <u>ACME Safety & Supply Inc.</u> Address: <u>1 9 W. Main Street</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92243</u> Phone: <u>760.353.662</u>	Subconsultant	Traffic Control	\$ 122,653.00	WBE DBE	-CADoGS -CALTRANS
Name: <u>Affordable Pipeline Services</u> Address: <u>340 Juniper Creek Lane</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>5 .6 9.4000</u>	Subconsultant	CTV Inspection	\$ 211,524.00	SLBE	City
Name: <u>Balancing Service Company, Inc.</u> Address: <u>5512 6th Avenue, South</u> City: <u>Seattle</u> State: <u>WA</u> Zip: <u>9 10</u> Phone: <u>206.763.1260</u>	Subconsultant	Inspection & Analysis	\$ 45,943.00	OBE	

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
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NAME OF PROJECT: As-Needed Wastewater Condition of Assessment of Wastewater Facilities

TYPE OF PROJECT: Inspection, Assessment, Design Services

DOLLAR VALUE OF CONTRACT: \$5,000,000.00 (Awarded \$ 1, 97,399.00)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>JAN</u> Address: <u>550 E. Michigan Ave PO Box 190</u> City: <u>Parma</u> State: <u>MI</u> Zip: <u>49269</u> Phone: <u>517.240.1003</u>	Subconsultant	Specialty pipeline inspections, nondestructive testing	\$ 2 , 20.00	N/A	N/A
Name: <u>Orion Structural Engineering, Inc.</u> Address: <u>12257 Old Pomerado Rd. #A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>5 .679.1974</u>	Subconsultant	Structural Engineers	\$ 21, 25.00	-SB -ELBE	-CADoGS -City
Name: <u>Pure Technologies</u> Address: <u>600 W. Broadway, Suite 700</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619.272.7040</u>	Subconsultant	Pipeline Inspection	\$ 5,5 0.00	OBE	N/A

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- | | | | |
|---|--------|--|---------|
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| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
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| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
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| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
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TYPE OF PROJECT: Inspection, Assessment, Design Services DOLLAR VALUE OF CONTRACT: \$5,000,000.00 (Awarded \$ 1, 97,399.00)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>RBF Consulting</u> Address: <u>9755 Clairemont Mesa</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>5 .614.5042</u>	Subconsultant	Analysis, Recommendations	\$ 291,559.00	OBE	N/A
Name: <u>V&A Consulting Engineers</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>5 .3 0.4146</u>	Subconsultant	Document Review, Field Services, Field Reconnaissance	\$ 301,500.00	-DBE -MBE -SBE	-CALTRANS -CADoGS -SBA-
Name: <u>J. R. Filanc Construction, Inc</u> Address: <u>740 N. Andreasen Drive</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760.941.7130</u>	Subconsultant	Emergency Construction/Inspection and Confined Space Entry	\$ 110,926.00	OBE	N/A

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
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| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
| State of California | CA | | |

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NAME OF PROJECT: North City Cogeneration Facility Expansion Site Development Design-Build Contract
 TYPE OF PROJECT: Facility Expansion Site Development DB DOLLAR VALUE OF CONTRACT: \$ 1,794,240.00 (project \$ 239,795.00)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓐ]
Name: <u>Garbini & Garbini Landscape</u> Address: <u>715 J Street, #307</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619.232.4747</u>	Subconsultant	Landscape Architecture	\$ 22,970.00	ELBE	-City -CADoGS
Name: <u>Helix Environmental Planning</u> Address: <u>757 El Cajon Blvd, Suite 200</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>619.462.1515</u>	Subconsultant	Environmental Planning	\$ 3,950.00		
Name: <u>Moraes Pham & Associates</u> Address: <u>2131 Palomar Airport Rd, # 120</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92011</u> Phone: <u>760.431.7177</u>	Subconsultant	Mechanical Engineer	\$ 26,025.00	-DBE -SLBE	-Caltrans -City -CADoGS

ⓐ As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|--|---------------------|---|----------|
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| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB [ⓐ] | As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by: | |
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| California Public Utilities Commission | CPUC | City of Los Angeles | LA |
| State of California's Department of General Services | CADoGS | U.S. Small Business Administration | SBA |
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NAME OF PROJECT: North City Cogeneration Facility Expansion Site Development Design-Build Contract

TYPE OF PROJECT: Facility Expansion Site Development DB DOLLAR VALUE OF CONTRACT: \$ 1,794,240.00 (project \$ 239,795.00)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓢ]	WHERE CERTIFIED [Ⓢ]
Name: <u>Ninyo & Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>5 576.1000</u>	Subconsultant	Geotechnical & Environmental Sciences	\$ 1,000.00	MBE	-CPUC -So Cal Minority Business Development
Name: <u>Simon Wong Engineering</u> Address: <u>550 W C Street, Suite 1200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>5 566.3113</u>	Subconsultant	Structural Design	\$ 23,756.00	-MBE -SB	-CADoGS -CPUC
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
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| State of California | CA | | |

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification


CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: North City Conveyance System (Contract Number H156508)

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

FIRM NAME: HDR Engineering, Inc.

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 
Printed Name Kip D. Field
Title Vice President-Area Manager
Date 10-9-15

INSTRUCTION SHEET FOR
DISCLOSURE DETERMINATION FOR CONSULTANT
(Form CC-1671)

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

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

Department / Board / Commission / Agency

- 1. Name: City of San Diego
Public Utilities Department
- 2. Name of Specific Consultant & Company: HDR, Inc.
Dean Gipson
- 3. Address, City, State, ZIP 8690 Balboa Avenue, Suite 200
San Diego, CA 92123
- 4. Project Title (as shown on 1472, "Request for Council Action") Agreement with HDR, Inc. for Design Engineering Services for the North City Conveyance System
- 5. Consultant Duties for Project: Consultant shall perform design and construction support services for the North City Conveyance System. Completion of the pipeline design will allow the City to construct and convey 30 mgd of purified water from North City to Miramar Reservoir or San Vicente Reservoir.

6. Disclosure Determination [select applicable disclosure requirement]:

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

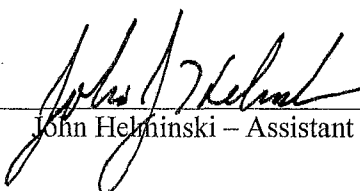
- or -

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

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

- or -

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

By: 
John Helminski – Assistant Director

10/14/15
Date

DEFINITION OF “CONSULTANT”

2 California Code of Regulations defines a “consultant” as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

An individual “serves in a staff capacity” if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a “staff capacity.” The length of the individual’s service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City’s conflict of interest code.

An individual “participates in making a governmental decision” if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED “Silver” Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California’s Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.
7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City’s grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of “Green Building” practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
400-11, Water Conservation Techniques
400-12, Water Reclamation/Reuse
900-02, Energy Conservation and Management
900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997
Amended by Resolution R-295074 06/19/2001
Amended by Resolution R-298000 05/20/2003

Section II					SPECIFIC RATING				
DESIGN EVALUATION					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	N/A		EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONDUCTANCE WITH CONTRACT & BUDGET					Resolution of Field problems				
Reasonable agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE:City of San DiegoNorth City Conveyance SystemContract Number H156508**B. BIDDER/PROPOSER INFORMATION:**HDR Engineering, Inc

Legal Name	City	State	DBA	Zip
<u>8690 Balboa Ave., Suite 200</u>	<u>San Diego</u>	<u>California</u>		<u>92123</u>
Street Address	City	State		Zip
<u>Dean Gipson, Business Class Area Manager</u>	<u>(858) 712-8343</u>	<u>(858) 712- 8333</u>		
Contact Person, Title	Phone	Fax		

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

 Yes No

If **Yes**, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

 Yes No

If **Yes**, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 03 / 19 / 1985 State of incorporation: Nebraska

List corporation's current officers: President: Eric L. Keen
 Vice Pres: Terence C. Cox
 Secretary: Louis J. Pachman
 Treasurer: Chad M. Hartnett

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ____ / ____ / ____ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ____ / ____ / ____ State of formation: _____

Sole Proprietorship Date started: ____ / ____ / ____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ____ / ____ / ____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank

Point of Contact: Scott Leighton, Vice President

Address: 1700 Farnam Street, Omaha NE 68102

Phone Number 402.536.5111

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: Tarrant Regional Water District – Integrated Pipeline

Contact Name and Phone Number: Wesley Cleveland, Program Manager, (817) 720-4410

Contact Email: wcleveland@trwd.com

Address: 800 E. Northside Drive, Fort Worth, TX 76106

Contract Date: 2012 (NTP) through present (project still on-going)

Contract Amount: Program services (including pipeline design) totaled up to \$2,000,000,000 (\$2 Billion)

Requirements of Contract: Integrated pipeline and conveyance program design services

Company Name: Tualatin Valley Water District | Willamette Water Supply & SW 124th Ave. Pipeline Design Projects

Contact Name and Phone Number: Mark Knudson, PE, Chief Executive Officer, (503) 848-3027

Contact Email: markk@tvwd.org

Address: 1850 SW 170th Ave., Beaverton, OR 97006

Contract Date: 2013 (NTP) through present (project still on-going)

Contract Amount: \$6,600,000 (fee \$6.6 million)

Requirements of Contract: Pump station and pipeline design services

Company Name: City of Corpus Christi | Mary Rhodes Pipeline, Phase 1 and 2

Contact Name and Phone Number: Mark Van Vleck, Director of Utilities, (361) 826-1874

Contact Email: MarkVV@cctexas.com

Address: 2726 Holly Rd, Corpus Christi, TX 78415

Contract Date: 1999 - 2012

Contract Amount: Phase 1 - \$130,000,000 (\$130 million): Phase 2 - \$160,000,000 (\$160 million)

Requirements of Contract: Fast-track design & construction services for large diameter water transmission pipe

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: aark Engineering, Inc.

Contact Name and Phone Number: Mark Van Bibber , 619.312.6336

Contact Email: vanbibber@aarkengineering.com

Address: 1870 Cordell Court, Suite 202 El Cajon CA 92020

Contract Date: _____

Sub-Contract Dollar Amount: \$ 106,898.00

Requirements of Contract: Structural Design Services

What portion of work will be assigned to this subcontractor: .54%

Is the Subcontractor a certified SLBE, ELBE MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Chen Ryan and Associates

Contact Name and Phone Number: Chen Ryan 619.795.6086

Contact Email: mkenney@chenryanmobility.com

Address: 239 Laurel Steet, Suite 203, San Diego, CA 92101

Contract Date _____

Sub-Contract Dollar Amount: \$783,700.00

Requirements of Contract: Traffic Control Plans

What portion of work will be assigned to this subcontractor: 3.98%

Is the Subcontractor a certified SLBE, ELBE MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Cook + Schmid

Contact Name and Phone Number: Genevieve Fong 619.814.2370

Contact Email: gfong@CookandSchmid.com

Address: 3033 Fifth Ave, Suite 200, San Diego CA 92103

Contract Date: _____

Sub-Contract Dollar Amount: \$99,838.00

Requirements of Contract: Public Outreach Coordination and Assistance

What portion of work will be assigned to this subcontractor: .51%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Electrical Design, Inc. Consulting Engineers

Contact Name and Phone Number: Eddie Davis 858.869.8747

Contact Email: edavid@EDI-ENGINEERS.COM

Address: 9565 Waples Street, Suite 205, San Diego, CA 92121

Contract Date: _____

Sub-Contract Dollar Amount: \$262,280.00

Requirements of Contract: Electrical, Instrumentation, Control, and SCADA Design

What portion of work will be assigned to this subcontractor: 1.33%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Eugene J. Gemperline, Inc.

Contact Name and Phone Number: Eugene Gemperline 760.798.2932

Contact Email: gene@ejgemperline.com

Address: 812 Luminara way, San Marcos, CA 92078

Contract Date: _____

Sub-Contract Dollar Amount: \$191,380.00

Requirements of Contract: Transient Analysis

What portion of work will be assigned to this subcontractor: .97%

Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: KEH & Associates, Inc.

Contact Name and Phone Number: Ray Fakhoury 760.891.4186

Contact Email: rfakhoury@kehgroup.com

Address: 570 Rancheros Drive, Suite 200

Contract Date: _____

Sub-Contract Dollar Amount: \$394,150.00

Requirements of Contract: Provide Pipeline and Pump Station Design Support, Civil Design and Microstation Services

What portion of work will be assigned to this subcontractor: 2.0%

Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Kelsey Structural

Contact Name and Phone Number: Guy Kelsy 619.920.1262

Contact Email: gkelsey@kelseystructural.com

Address: 8320 Lake Ashwood Ave, San Diego CA 92119

Contract Date: _____

Sub-Contract Dollar Amount: \$291,800.00

Requirements of Contract: Structural Design Services

What portion of work will be assigned to this subcontractor: 1.48%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Landmark Consulting

Contact Name and Phone Number: Paul Brencick 858.587.8070

Contact Email: paul@lmco.net

Address: 9555 Genesee Ave, Suite 200, San Diego CA 92123

Contract Date _____

Sub-Contract Dollar Amount, \$175,475.00

Requirements of Contract: Surveying, Prepare Plats, Legals, Title Searches and Utility Research

What portion of work will be assigned to this subcontractor: .89%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: McMillen Jacobs Associates

Contact Name and Phone Number: Norm Joyal 925.705.4119

Contact Email: Joyal@mcmjac.com

Address: 8880 Rio San Diego, San Diego CA 92108

Contract Date: _____

Sub-Contract Dollar Amount: \$2,137,020.00

Requirements of Contract: Tunneling, Trenchless, Geotechnical

What portion of work will be assigned to this subcontractor: **10.85%**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE?** (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Michael Baker International

Contact Name and Phone Number: John Harris 858.614.5016

Contact Email: JHarris@mbakerintl.com

Address 9755 Clairemont Mesa Blvd, San Diego CA 92124

Contract Date: _____

Sub-Contract Dollar Amount: \$2,919,361.00

Requirements of Contract: Surveying, Prepare Plats, Legal's, Title Searches and Utility Research

What portion of work will be assigned to this subcontractor: **14.83%**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE?** (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Neri Landscape Architecture

Contact Name and Phone Number: Wendy Neri 858.274.3223

Contact Email: wendy@nerila.com

Address: 928 Hornblend Street, Suite 3, San Diego CA 92109

Contract Date: _____

Sub-Contract Dollar Amount: \$ 191,440.00

Requirements of Contract: Landscape Architecture Design and Oversight

What portion of work will be assigned to this subcontractor: .97%

Is the Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: OBR Architecture

Contact Name and Phone Number: Anney Rosenthal-Hall 619.564.7586

Contact Email: rosenthal@obrarchitecture.com

Address: 3817 Ray Street, San Diego CA 92014

Contract Date: _____

Sub-Contract Dollar Amount: \$157,410.00

Requirements of Contract: Provide Architectural Services

What portion of work will be assigned to this subcontractor: .80%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Platt/Whitelaw Architects, Inc.

Contact Name and Phone Number: Naveen Waney 619.546.4326

Contact Email: nwaney@plattwhitelaw.com

Address: 4034 30th Street, San Diego, CA 92104

Contract Date: _____

Sub-Contract Dollar Amount: \$ 222,928.00

Requirements of Contract: Provide Architectural Services

What portion of work will be assigned to this subcontractor: 1.13%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: PW Engineering

Contact Name and Phone Number: Pete Wong 858.456.0577

Contact Email: pwong.pwe@gmail.com

Address: 933 Muirlands Vista Way, La Jolla, CA 92037

Contract Date: _____

Sub-Contract Dollar Amount: \$820,000.00

Requirements of Contract: Provide Engineering Design Oversight, and Value Engineering

What portion of work will be assigned to this subcontractor: 4.16%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: TerraCosta Consulting Group, Inc.

Contact Name and Phone Number: Matthew Eckert 858.573.6900

Contact Email: meckert@terracosta.com

Address: 3890 Murphy Canyon Road, Suite 200, San Diego CA 92123

Contract Date: _____

Sub-Contract Dollar Amount: \$542,867.00

Requirements of Contract: Geotechnical Services

What portion of work will be assigned to this subcontractor: 2.76%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Underground Solutions, Inc.

Contact Name and Phone Number: T.C. Mueller 760.294.9449

Contact Email: tc@usipothole.com

Address: 120 N. Andreasen Drive, Escondido, CA 92029

Contract Date: _____

Sub-Contract Dollar Amount: \$198,750.00

Requirements of Contract: Potholing Subsurface Utility Evaluation

What portion of work will be assigned to this subcontractor: 1.01%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: VO Engineering, Inc.Contact Name and Phone Number: Nick Tracy 858.391.8530Contact Email: nick.tracy@vo-eng.comAddress: 13230 Evening Creek Drive, Suite 207, San Diego CA 92128

Contract Date: _____

Sub-Contract Dollar Amount: \$702,405.00Requirements of Contract: Geotechnical and Seismic Refraction Survery ServicesWhat portion of work will be assigned to this subcontractor: 3.57%Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: Seismic Refraction EquipmentOwned Rented Other (explain below)If Owned, Quantity Available: 1Year, Make & Model: Data Acquisition Source by Seismic Source, undatedExplanation: Equipment necessary for performing seismic refraction linesEquipment Description: Hollow Stem Auger Drill RigOwned Rented Other (explain below)If Owned, Quantity Available: This equipment is operated by drilling subcontractorsYear, Make & Model: CME 95 Drill Rig, Marl M5 Drill RigExplanation: Necessary for completing geotechnical borings

Equipment Description: Cone Penetration Testing Truck

Owned Rented Other (explain below)

If Owned, Quantity Available: This equipment operated by CPT subcontractor

Year, Make & Model: Cone Penetration Testing Truck

Explanation: Necessary for completing CPTs

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated October 1, 2015

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004: (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

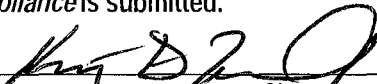
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Kip D. Field, Vice President- Area Manager
Name and Title


Signature

10-9-15
Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Attachment "A"* pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kip D. Field, Vice President- Area Manager
Print Name, Title


Signature

10-9-15
Date

EQUAL BENEFITS ORDINANCE

CERTIFICATION OF
COMPLIANCE

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: HDR Engineering, Inc.	Contact Name: Dean Gipson
Company Address: 8690 Balboa Avenue, Suite 200, San Diego, CA 82123	Contact Phone: (858) 712-8343
	Contact Email: Dean.gipson@hdrinc.com

CONTRACT INFORMATION

Contract Title: North City Conveyance System	Start Date: February 2016
Contract Number (if no number, state location): H156508	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Kip D. Field, Vice President-Area Manager
Name/Title of Signatory

Signature

10-9-15
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

HDR Engineering, Inc.

Name of Firm

Signature of Authorized Representative

Kip D. Field

Printed/Typed Name

Date

10-9-15

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: North City Conveyance System Contract No H156508

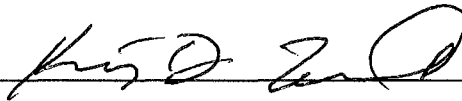
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

HDR Engineering, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed



Printed Name Kip D. Field

Title Vice President-Area Manager