

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
CH2M HILL ENGINEERS, INC.**

**FOR
DESIGN OF NORTH CITY METROPOLITAN
BIOSOLIDS CENTER (MBC) IMPROVEMENTS**

CONTRACT NUMBER: H176825

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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
- 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 - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

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 DURATION OF AGREEMENT

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, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via 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 City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$5,051,090. The compensation for the Scope of Services shall not exceed \$4,301,090, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$750,000.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those 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 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 Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the 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 design 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, gender expression, gender identity, 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 attorneys' 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. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water 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 of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City:

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

4.19 ADA Certification. The Design Professional hereby certifies (Exhibit K) 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, attorneys' 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, attorneys' 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 Monika Smoczynski, MS 901A, 9191 Topaz Way, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: CH2M Hill Engineers, Inc., 402 W. Broadway, Suite 1450, San Diego, CA 92101.

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: Julian Hoyle, PE, Project Manager and Karen Kovolo, Assistant Project Manager [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. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

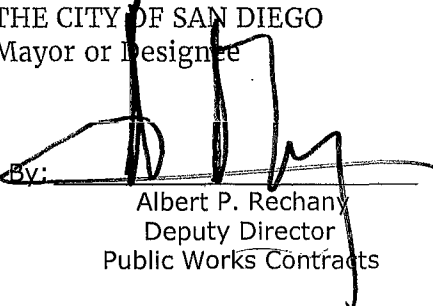
9.24 Public Records. This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

The remainder of this page has been intentionally left blank.


IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 311146, authorizing such execution, and by the Design Professional pursuant to CH2M Hill Engineers, Inc.'s Signature Authority Document.

Dated this 1st day of JUNE, 2017.

THE CITY OF SAN DIEGO
Mayor or Designee

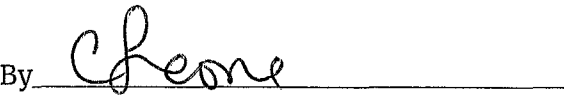
By: 
Albert P. Rechany
Deputy Director
Public Works Contracts

I HEREBY CERTIFY I can legally bind CH2M Hill Engineers, Inc. and that I have read all of this Agreement, this 24th day of FEBRUARY, 2017.

By: 
Jay McRae
Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 2nd day of June, 2017

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

R. 311146

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

Design of North City Metropolitan Biosolids Center (MBC) Improvements

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PHASE A – DESIGN

GENERAL

The Metropolitan Biosolids Center (MBC) is the City's regional biosolids facility which receives and processes solids from both the North City Water Reclamation Plant (NCWRP) and the Point Loma Wastewater Treatment Plant. The City of San Diego (CITY) is in the process of implementing the Pure Water Program which will utilize water purification technology to treat recycled water that is produced at the NCWRP to provide a safe, reliable and drought-proof local water supply through reservoir augmentation. As part of the overall program, the NCWRP will be expanded to 52 mgd. Due to the expansion of the NCWRP, the MBC will experience higher flows than it is currently receiving. Thus, to accommodate the additional flows, upgrades and improvements of MBC will be necessary. The CITY is also in the process of implementing a separate project for Co-Generation and a Biosolids Expansion project at MBC to produce Class A biosolids.

The following defines the CONSULTANT's scope of services for the detailed design.

The CITY has prepared a Technical Memorandum titled "Impacts of North City Water Reclamation Plant Expansion on the Metropolitan Biosolids Center" (TM). The Final Draft Technical Memorandum, dated August 2016 may be downloaded from the following link: <ftp://ftp.sannet.gov/OUT/MBC/>

The Technical Memorandum presents an evaluation of upgrades and recommended improvements needed at MBC, including conceptual facility sizing and locations. The Consultant shall confirm the findings of this TM prior to initiating design.

The Technical Memorandum, Pure Water Program Management Plan (PMP), along with City Standards, including CADD Standards and Specifications for Public Works Construction 2015 Edition will define the scope of services for the detailed design activities. Any significant departure from approved design concepts must be approved by the City.

CONSULTANT is responsible for exercising the appropriate level of engineering to advance improvements shown in the Technical Memorandum to a complete and properly coordinated construction level document. Therefore, CONSULTANT will perform the engineering tasks necessary to refine and optimize the project through further development of the Technical Memorandum, alternative evaluations, layout and utilization of equipment and materials, operational health and safety, and quality control (QA/QC), all as more specifically described in the Tasks below. CONSULTANT shall take full responsibility for the Final Design of all tasks authorized by the CITY. The CONSULTANT shall prepare documents for the construction of the project in two (2) construction packages. The CONSULTANT

acknowledges that the MBC facility must remain continuously operational during any improvements.

The City reserves the right to terminate the design services mentioned herein at any time during the design process.

TASK 1.00 CITY MANAGEMENT SUPPORT

CONSULTANT will provide management and technical support to the CITY in the execution of the MBC Improvements design in the areas listed below. CONSULTANT will provide continuous presence in San Diego by technical design management personnel during the design process.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 1 deliverables using the Pure Water Program Portal.

1.01 COMMUNICATION AND COORDINATION WITH THE PURE WATER PROGRAM MANAGEMENT TEAM

CONSULTANT will communicate and coordinate, as needed, with the Pure Water Program Management Team. This includes but is not limited to general communications with the Program Management Team, adherence to requirements of the PMP, coordination with Project Controls and use of the Pure Water Program Portal for electronic storage of project deliverables.

The Pure Water Program uses a Project Delivery System (PDS) that details each step a project must complete in order for it to move on to the next Stage. The CITY Project Manager is responsible for ensuring the completion of these steps; however, CONSULTANT shall be aware of the PDS requirements.

1.02 PROJECT EXECUTION PLAN

CONSULTANT shall prepare a Project Execution Plan (PXP) that is specific to the MBC Improvements project. The PXP must follow industry best practices, adhere to policies identified in the PMP and include the following:

Team Organization

Project Controls Plan

- Work Breakdown Structure
- Project Schedule

- Project Budget
- Meetings and Workshops
- Document Management Plan
- Quality Management Plan
- Risk Management Plan
- Change Management Plan
- Communications Plan
- Health and safety plan
- Sustainability
- Project Invoicing Plan

DELIVERABLES

PXP (20 copies)

1.03 PROGRESS MEETINGS AND REPORT

CONSULTANT must attend meetings as requested by the CITY and coordinate the preparation of supporting materials as required.

1.03.01 DESIGN REVIEW MEETING

CONSULTANT will prepare the meeting Agenda for and attend eleven (11) monthly Design Review Meetings with CITY personnel in the Public Utilities Department (PUD) offices. CONSULTANT will provide technical representation at the Design Review Meetings to respond to CITY questions on the key issues. All meetings must be attended by the CONSULTANT's Project Manager. The Design Review Meeting is technically focused and for items such as reviewing design decisions and getting input from O&M. CONSULTANT will provide Draft Meeting Minutes to the CITY within two (2) working days of the meeting. CONSULTANT will prepare revised, Final Meeting Minutes within two (2) working days of receipt of CITY comments on the Draft Meeting Minutes.

Each meeting will be limited to four (4) hours in length exclusive of meeting preparation and follow-up minute preparation effort.

When feasible, the design review meetings for the MBC Improvements will be performed concurrently with the design review meetings for the NCWRP Expansion Project.

1.03.02 PROJECT STATUS REPORTS

CONSULTANT will prepare and submit a monthly Project Status Report, per the project schedule, that will list all deliverables, identify key issues and define current progress and scheduled completion dates. The Report will include itemized information at the task level within each project phase, as an Appendix to the Project Status Report. Each monthly Project Status Report includes:

- Services Performed During the Invoice Period
- Services to be Performed Next Period
- Out of Scope Work Requested
- Schedule Milestone Summary
- Schedule Issues
- Financial Summary
- Budget Issues
- Decisions Made
- Action Items

DELIVERABLES

- Monthly Design Review Meeting Agendas (20 copies)
- Draft Monthly Design Review Meeting Minutes (1 electronic copy in PDF format)
- Final Monthly Design Review Meeting Minutes (1 electronic copy in PDF format)
- Monthly Project Status Reports (1 electronic copy in PDF format)

1.04 SCHEDULING/ENGINEERING AND COST MONITORING

CONSULTANT will 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.

CONSULTANT shall coordinate the development of the schedule with the CITY to have the schedule be compatible with the Pure Water Project Controls practices, committed milestone dates, and coordination with other projects. Upon approval of the schedule by the CITY, the schedule shall be updated monthly and be provided as an Appendix to the monthly Project Status Report. The schedule must show design completion eleven (11) months after Notice-to-Proceed (NTP), including Value Engineering and CITY review periods, and a construction completion of June 2021.

Within 30 days from receipt of NTP, CONSULTANT will 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

Schedule with cost loading (20 copies) plus electronic format (Primavera P6 XER version 8.3 or higher; MS Project 2010 or higher, or other format as agreed to by CITY)

1.05 RECORDS MANAGEMENT

CONSULTANT shall establish a Document Control System that is compatible with the CITY Public Utilities Records Management Document Control System. CONSULTANT shall adhere to the PMP Document Management protocols. **CONSULTANT is required to use the Pure Water Program Portal to store ALL deliverables electronically.**

1.06 COORDINATION WITH OTHER CITY PROJECTS

This project is an integral part of a large wastewater system and will require coordination and design interface with other PUD projects and other Participating Agencies within the Metropolitan Wastewater System. CONSULTANT shall coordinate flow rates, pressure and material requirements with consultants of related projects. CONSULTANT 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.

CONSULTANT shall coordinate with the consultants for the NCWRP Expansion and Advanced Water Purification Influent Conveyance, MBC Cogeneration and Biosolids Expansion project, FOG (Fats, Oils, and Grease) Project, MBC to North City Power Link, COMNET Distributed Control System, as well as related Pure Water Program studies. CONSULTANT will also coordinate, design, and identify construction sequencing, responsibilities and boundaries for Electrical Power Distribution, Distributed Control System, phone and plant security issues including interfaces, Construction Staging and Contractor's work area limits.

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 MBC facility fully operational and functional. The level of effort for coordination with the CONSULTANT for the NCWRP Expansion, MBC Cogeneration and Biosolids Expansion, and other

consultants shall include up to ten (10) meetings, four (4) hours each meeting and attended by two (2) people.

1.07 KICKOFF MEETING

In addition to the monthly Project Status Meetings, the CITY shall conduct a 1-day Kickoff Meeting; the CONSULTANT shall commit the following personnel to attend:

- Officer of the CONSULTANT's firm
- Project Manager of the CONSULTANT's firm
- Major Task Leaders
- Representative from each Major Subconsultant

CONSULTANT is responsible for preparing the Agenda and Meeting Minutes.

DELIVERABLES

- Draft Kickoff Meeting Agenda (1 electronic copy in PDF format)
- Final Kickoff Meeting Agenda (20 copies)
- Draft Meeting Minutes submitted to Project Manager within two (2) days of meeting (1 electronic copy in PDF format)
- Final Meeting Minutes within two (2) days of receiving City comments (1 electronic copy in PDF format)

TASK 2.00 PUBLIC INFORMATION PROGRAM ASSISTANCE

Where CITY employees can and currently do perform the scope of services identified in this section, consistent with their classification, they will continue to do so. The scope of services listed in this section is not intended to take away any CITY employees' work. CONSULTANT will support the established Project Public Outreach Program (PPOP). 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. CONSULTANT will coordinate with CITY staff on all project-specific outreach initiatives. 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 as required or needed.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 2 deliverables using the Pure Water Program Portal.

2.01 IDENTIFY COMMUNITY GROUPS AND IMPACTED COMMUNITIES

The Planning Study has identified impacted areas, communities, and some of the focus groups that are critical to the implementation and success of this project. CONSULTANT shall utilize and expand the list to include any additional community groups that this project may impact. Additionally, 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 Outreach Plan to support and coordinate execution of this project

- Schedule all Community Group meetings and all Outreach Events in consultation with the City's Staff

- Support the CITY Project Manager in updating their Stakeholder Register

2.02 ATTEND COMMUNITY GROUP MEETINGS

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

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

- Two (2) meetings

- Two (2) persons attending per meeting, four (4) hours per meeting

The CONSULTANT will attend two (2) meetings and prepare graphic boards as required or needed.

DELIVERABLES

- Draft Meeting Minutes submitted to Project Manager within two (2) days of meeting

- Final Meeting Minutes within two (2) days of receiving City comments

2.03 ATTENDANCE AT AND PREPARATION FOR PUBLIC INFORMATION MEETINGS

CONSULTANT, in collaboration with all Community Groups, will provide ongoing assistance through the design phase for public participation and presentations CONSULTANT will present at public outreach meetings as requested by CITY.

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

Two (2) meetings

One (1) person attending per meeting

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.

CONSULTANT's Architect and Landscape Architect will attend two (2) meetings and prepare graphic boards.

DELIVERABLES

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

Architect will prepare up to two (2) graphic boards (1 hard copy)

2.04 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW

CONSULTANT will attend public meetings as required during the Environmental Impact Review (EIR) period to receive comments on the draft EIR. The level of participation for these meetings will include two (2) meetings, two (2) hours each with two (2) persons attending.

CONSULTANT will attend public hearings 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 two (2) persons, two (2) hours each.

TASK 3.00 ENVIRONMENTAL IMPACT REPORT (EIR) SUPPORT

The EIR for the MBC Improvements will be prepared by others. CONSULTANT is required to provide coordination time in support of the environmental documentation. CONSULTANT will provide all needed information to support the EIR preparation by others. Information shall be provided in a timely manner to meet completion of the EIR and allow the CITY to meet its goal of having the facility online by early 2021.

TASK 4.00 INVESTIGATIONS

The general procedure for the following investigations and the preparation of Technical Memoranda (TM) is outlined in this section.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 4 deliverables using the Pure Water Program Portal.

4.01 SURVEYING AND MAPPING

The CITY will provide topographic mapping for the MBC site. CONSULTANT shall obtain Record Drawings for utilities and plot existing utilities on the aerial topographic mapping provided by the City.

4.02 PROPERTY ACQUISITION ASSISTANCE (NIC)

4.03 GEOTECHNICAL INVESTIGATION

CONSULTANT will perform geotechnical investigations and prepare reports that comply with City Standards for Geotechnical Reports for Types I, III and IV as appropriate. 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. The budget is based on 16 borings (10 up to 100' deep, and 6 up to 30' deep). CONSULTANT's proposal shall specify the number of required borings, as well as a unit price per boring. The actual cost for this task shall be based on the final number of borings required for the project and the unit price for the borings. Prior to any soil boring or ground disturbance, appropriate environmental clearance shall be required.

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 soil and water samples that are found to be contaminated, if any, will be negotiated at a later date.

CONSULTANT shall prepare the Geotechnical Design and Data Report which will include recommended bedding and backfill, design and soil loading pressures, seismic analysis and recommended design criteria, analysis of native soil for backfill, slope stability and shoring requirements, liquefaction mitigation, 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). CONSULTANT

shall provide recommendations, such as a Job Safety Analysis, 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's past investigations) and geologic conditions in accordance with the CWP Guidelines. CONSULTANT shall provide maps of the project area, showing current investigation findings as well as information from past investigations. A geologic cross section should also be provided along the alignment.

DELIVERABLES

Draft Geotechnical Design and Data Report (10 copies each)

Final Geotechnical Design and Data Report (10 copies each)

Geological/Geotechnical Map(s) (10 copies each)

TASK 5.00 DESIGN DEVELOPMENT

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 5 deliverables using the Pure Water Program Portal.

The CONSULTANT shall comply with all the requirements described in the CWP guidelines. It is the CONSULTANT's responsibility to review applicable CWP Guidelines and determine if **changes/ updates** or deviations from the Guidelines are warranted. If changes/ updates to the Guidelines are determined to be needed, the CONSULTANT shall provide the City staff with suggested changes and updates at no cost to the City. Upon approval by City staff, these updates will be incorporated into the CWP Guideline and will be utilized for any future City Project.

5.01 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES

CONSULTANT will obtain available Record Drawings 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 above and underground utilities such as water, sewer, gas, telephone, electrical, storm drain, T.V. cable, fiber optic cable, oil and fuel, irrigation, and traffic control systems. CONSULTANT will prepare a list of existing utilities and locations of these utilities, including potholing. Consultant shall validate some of the MBC as-builts to insure conformance with existing conditions at the site.

Field verification (potholing) of existing utilities will be limited to twelve (12) locations. 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 and of all known public and private utilities on plan and profiles. CONSULTANT shall include cost estimates for relocating 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 (20 copies)

Table and maps showing all existing utilities, and those which must be relocated (20 copies)

Letter report explaining the method used in obtaining available Record Drawings from public and private utility companies (20 copies)

Updated yard piping drawings showing existing utilities

5.02 30% DESIGN DEVELOPMENT

This task shall include advancement of the information presented in the Technical Memorandum to 30% Design completion. Included in the 30% Design shall be an update to any design issues or omission from the Technical Memorandum. The 30% Design shall be in conformance to State and City policies, such as San Diego Policy 900-14 that addresses LEED Standards, and comply with the CWP Design Guidelines. CONSULTANT shall use the Technical Memorandum to the fullest extent possible in preparation of the 30% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by CONSULTANT in the course of utilization of the Technical Memorandum. In this event, CONSULTANT shall resolve issues with CITY in a timely fashion to complete the 30% Design. Resolution of issues raised and their incorporation in the Design Development will be done at no additional cost to the CITY. The CITY must provide written authorization to the CONSULTANT before the CONSULTANT can proceed with 60% Design.

30% Design Development Report:

The 30% Design Report will consist of a final TM, which will expand on all previous information presented and shall describe major deviations from the Technical Memorandum.

The 30% Design Report shall be in conformance with the Standard Specifications for Public Works Construction, 2015 Edition.

CONSULTANT will refer to the 30% Design Checklist shown in Table A-1 for specific design requirements. In addition, CONSULTANT will include:

- Description of interface requirements with other projects
- Preliminary layouts for the MBC Improvements, including major equipment, control system and appurtenances
- Hydraulic and engineering calculations, recommendation of long lead time equipment and materials which should be pre-purchased to facilitate project schedule
- Basis of Construction Cost Estimate
- Construction schedule and construction sequencing

5.03 IDENTIFY CONSTRUCTION STAGING AREAS

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

5.04 DESIGN CHANGE TECHNICAL MEMORANDUM

CONSULTANT will prepare and submit a draft and final TM detailing all changes or deviations from the MBC Technical Memorandum Report. The CITY will review the draft TM and compile and coordinate all CITY comments into one (1) copy. CONSULTANT shall prepare a final TM by incorporating agreed upon comments.

DELIVERABLES

- Draft TM (20 copies)
- Final TM (20 copies)

5.05 AUTHORIZATION FOR FINAL DESIGN

CONSULTANT shall ensure the 30% Design includes all applicable criteria listed in the 30% Design Review Checklist, shown in Table A-1. CONSULTANT will submit the 30% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 30% Design and lead the Design Review Process.

CITY will provide the CONSULTANT with one (1) set of consolidated review comments. A 30% Design Review Meeting between the CITY and CONSULTANT shall be conducted to review the comments and confirm final design development. Meeting shall not exceed four (4) hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY's review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting. **CONSULTANT shall not proceed to 60% Design without prior written authorization from the CITY.**

DELIVERABLES

The deliverables for the 30% Design Report shall be twenty (20) bound copies. CONSULTANT is also required to save PDFs of all Task 5 deliverables on the Pure Water Program Portal.

30% Design Drawings

The drawing deliverables of this Task shall be provided as twenty (20) half-size (11" x 17") drawings and ten (10) full-size (24" x 36") drawings

One (1) typical drawing for each discipline will be submitted on electronic media in accordance with the CADD Guidelines in Appendix A-2 of the CWP Guidelines. Consultant to confirm requirements with the City.

Comprehensive list of all documents collected for design including CITY and private utilities

- The list shall be provided in an Excel table (20 copies)

TASK 6.00 FINAL DESIGN

The design shall be based on the information provided in the Final Draft Technical Memorandum – Impacts of North City Water Reclamation Plant Expansion on the Metropolitan Biosolids Center, base case without FOG and Lystek, dated August 12, 2016.

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

Construction Package 1: MBC Improvements: This bid package will include the following improvements: (

- Grit Removal

- Installation of three larger solids feed pumps with VFD's to supply grit teacups and thickening centrifuges at higher rate.
- Expand building 76, if required, to facilitate expanded grit system
- Install two grit separators for a total of five (or the required additional quantity based on sludge feed flow rate/percentage solids from the NCWRP expansion)
- Install two grit clarifiers with grit augers and shaftless screw conveyors for a total of four (or the required additional quantity based on sludge feed flow rate/percentage solids from the NCWRP expansion)
- Sludge Thickening
 - Install five new larger centrifuges to replace the five existing
 - Install sixth centrifuge in the space available
 - Install six new sludge feed pumps and six polymer feed pumps
 - Install three new larger thickened sludge digester feed pumps to replace existing. Install fourth pump in available space
 - Install new 8-inch thickened sludge supply line
- Anaerobic Digestion
 - Replacement of recirculation pumps, mixing pumps, and axial mixing pumps with chopper style pumps to improve mixing reliability
 - Construct new biogas laterals and upgrade associated digester gas handling equipment as shown on Figure 5-6.
 - Install three larger biogas blowers to replace existing and upsize blower discharge laterals
 - Install one additional flare for a total of three
 - Increase the size of the gas line to supply cogeneration or provide header to new cogeneration facility.
 - Increase the size of the gas header to the flares
 - Provide digester stress test plan to make the final determination of digester capacity.
- Sludge Dewatering
 - Install eight new sludge feed pumps and polymer feed pumps to replace existing.
- Chemical Handling
 - Furnish fourth FeCl₂ feed pump as an off the shelf spare pump
- Centrate Pump Station
 - Install three new centrate pumps and VFD's

Construction Package 2: NCWRP Valve Vault – Install a new valve vault, located at the NCWRP, to combine the centrate return with the brine line from the North City Pure Water Facility (NCPWF).

CONSULTANT will ensure that the MBC instrumentation and control systems, including the distributed control system (DCS), are included through all design phase milestones to accommodate the plant upgrade and improvements. The existing DCS shall be capable of accommodating the new equipment with existing or new I/O cards within existing cabinets. No process controller changes or network modification will be required.

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 interface among the construction packages as required, at the 60% design, 100% level of final 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.

The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.

The City will provide generic Division 0 and Division 1 as a baseline for the CONSULTANT use on this project. The Consultant will be responsible for reviewing and revising Division 0 and Division 1 as necessary at no cost to the City.

Two vendors will be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the Contractor and subject to approval by the CONSULTANT.

In locations where only a single supplier can be utilized based on the existing facility conditions, the specifications will be written around the single source supplier with the City obtaining sole source justification as applicable.

Up to two pre-purchase or pre-negotiation technical specification packages will be developed. Division 0 and 1 specifications for pre-purchase shall be provided by the City. The City shall manage the pre-purchase or pre-negotiation process.

No additive or deductive alternates will be included on the bid form and contract documents.

The design includes a fourth ferric feed pump being provided as a shelf spare.

Evaluate the exiting HVAC system capacity based on the installation of new equipment. If required, any required design modifications to the HVAC will be performed under Task 15 – Additional Services.

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

Copies of intermediate design products shall be submitted to the CITY as described under DELIVERABLES, in this Task. CONSULTANT shall address all CITY comments prior to the final submittal.

The following applies to this Final Design Phase:

Task 5 scope descriptions will apply as appropriate.

For design team members using AutoCAD, one (1) 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.

- 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.
- CITY will provide the “front-end” of the specifications if not included in the CWP Guidelines for Design Consultants.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 6 deliverables using the Pure Water Program Portal.

6.01 FINAL DESIGN PACKAGE 1 – MBC IMPROVEMENTS

6.01.01 60% LEVEL OF FINAL DESIGN

CONSULTANT will advance the 30% Design submittal to the 60% Design level. CONSULTANT shall incorporate agreed upon CITY review comments from the 30% Design submittal. CONSULTANT shall ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist in Table A-1. 60% Design services shall include preparation of construction drawings and specifications.

The specifications will be written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted.

6.01.01.01 CONSTRUCTABILITY REVIEW

CONSULTANT will furnish support for a CITY-led Constructability Review. If requested by CITY, CONSULTANT will attend the Constructability Review Meeting (two people for four hours). The Constructability Review will focus on the following:

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

CONSULTANT will respond to comments that result from the Constructability Review using the Review Comment Log and include approved comments into the design.

DELIVERABLES

Review Comment Log with Responses to Comments

6.01.01.02 AUTHORIZATION FOR 100% DESIGN

CONSULTANT will submit the 60% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 60% Design and lead the Design Review Process.

The CITY will provide the CONSULTANT with one (1) set of consolidated review comments. A 60% Design Review Meeting between the CITY and the CONSULTANT shall be conducted to review the comments and confirm final design development. Meeting shall not exceed four (4) hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY's review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting.

DELIVERABLES

60% Design drawings and specifications

60% design deliverable shall be submitted as twenty (25) hard copies (drawing size will be 11" x 17")

Electronic media shall be in accordance with the CITY CADD Guidelines

6.01.02 100% LEVEL OF FINAL DESIGN

CONSULTANT will advance the 60% Design submittal to the 100% Design level. CONSULTANT shall incorporate agreed upon CITY comments from the 60% Design submittal. CONSULTANT shall ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist shown in Table A-1.

The 100% level of final design is a complete set of preliminary design calculations, construction drawings and specifications prepared by the CONSULTANT.

6.01.02.01 PLAN CHECK

CONSULTANT shall submit 100% Design complete plans and specifications to the local jurisdiction for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. CONSULTANT will contact the local agency for specific Plan Check review requirements and process accordingly. 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.

6.01.02.02 AUTHORIZATION FOR FINAL DESIGN

CONSULTANT will submit the 100% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 100% Design and lead the Design Review Process.

CITY will provide CONSULTANT with one (1) set of consolidated review comments. A 100% Design Review Meeting between the CITY and CONSULTANT shall be conducted to review the comments and confirm final design development. Meeting shall not exceed four (4) hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY's review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting.

DELIVERABLES

100% Design drawings, structural calculations and specifications

100% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings

Electronic media shall be in accordance with CITY CADD Guidelines

6.01.03 FINAL DESIGN SUBMITTAL

Final CITY review and Plan Check comments will be provided in this phase. CONSULTANT shall incorporate agreed upon 100% Design Plan Check and Constructability Review

comments into the Final Design submittal. All drawings and reports shall be stamped by a California Registered Engineer.

CONSULTANT shall ensure the Final Design includes all applicable criteria listed in the Final Design Review Checklist shown in Table A-1. CITY will review CONSULTANT's Final Design Submittal to ensure that comments from 100% Design, Plan Check and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

DELIVERABLES

Final Design drawings, structural calculations and specifications

Final Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings

Electronic media shall be in accordance with CITY CADD Guidelines

6.01.03.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

CONSULTANT will compile final project calculations and computations into a design notebook. All calculations shall be stamped and signed by the appropriate, responsible, California 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.

CONSULTANT will perform QA/QC checking on design drawings, prior to submittal to the CITY, to verify drafting accuracy. CONSULTANT will perform coordination checks to verify consistency between disciplines and facilities. CONSULTANT shall comply with the requirements described in Chapter 12, Volume 1 of the CWP Guidelines.

The final design drawings shall be signed by both the design engineer and the engineer who performed the QA/QC checking.

DELIVERABLES

Final Design Notebooks to CITY (5 copies)

Final drawings, structural calculations and specifications shall be submitted as: twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")

Electronic media shall be in accordance with CITY CADD Guidelines

Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines

Specifications shall be provided on Word files with one (1) full size “camera ready” copy delivered

6.02 FINAL DESIGN PACKAGE 2 – NCWRP VALVE VAULT

6.02.01 60% LEVEL OF FINAL DESIGN

CONSULTANT will advance the 30% Design submittal to the 60% Design level. CONSULTANT shall incorporate agreed upon CITY review comments from the 30% Design submittal. CONSULTANT shall ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist in Table A-1. 60% Design services shall include preparation of construction drawings and specifications.

The specifications will be written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted.

The Consultant review the specifications for other interconnecting projects to to minimize conflicts between the specifications produced for the MBC Improvements and the NCWRP Expansion project.

6.02.01.01 CONSTRUCTABILITY REVIEW

CONSULTANT will furnish support for a CITY-led Constructability Review. If requested by CITY, CONSULTANT will attend the Constructability Review Meeting (two people for four hours). The Constructability Review will focus on the following:

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

CONSULTANT will respond to comments that result from the Constructability Review using the Review Comment Log and include approved comments into the design.

The Consultant shall communicate and coordinate with the Consultants for the Pure Water Facility and the Morena Pump Station projects on the design and the connection of the brine pipeline as part of the Work performed under Task 1.06.

DELIVERABLES

Review Comment Log with Responses to Comments

6.02.01.02 AUTHORIZATION FOR 100% DESIGN

CONSULTANT will submit the 60% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 60% Design and lead the Design Review Process.

The CITY will provide the CONSULTANT with one (1) set of consolidated review comments. A 60% Design Review Meeting between the CITY and the CONSULTANT shall be conducted to review the comments and confirm final design development. Meeting shall not exceed four (4) hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY's review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting.

DELIVERABLES

60% Design drawings and specifications

60% design deliverable shall be submitted as twenty (25) hard copies (drawing size will be 11" x 17")

Electronic media shall be in accordance with the CITY CADD Guidelines

6.02.02 100% LEVEL OF FINAL DESIGN

CONSULTANT will advance the 60% Design submittal to the 100% Design level. CONSULTANT shall incorporate agreed upon CITY comments from the 60% Design submittal. CONSULTANT shall ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist shown in Table A-1.

The 100% level of final design is a complete set of preliminary design calculations, construction drawings and specifications prepared by the CONSULTANT.

6.02.02.01 PLAN CHECK

CONSULTANT shall submit 100% Design complete plans and specifications to the local jurisdiction for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. CONSULTANT will contact the local agency for specific Plan Check review requirements and process accordingly. 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.

6.02.02.02 AUTHORIZATION FOR FINAL DESIGN

CONSULTANT will submit the 100% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 100% Design and lead the Design Review Process.

CITY will provide CONSULTANT with one (1) set of consolidated review comments. A 100% Design Review Meeting between the CITY and CONSULTANT shall be conducted to review the comments and confirm final design development. Meeting shall not exceed four (4) hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY's review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting.

DELIVERABLES

100% Design drawings, structural calculations and specifications

100% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings

Electronic media shall be in accordance with CITY CADD Guidelines

6.02.03 FINAL DESIGN SUBMITTAL

Final CITY review and Plan Check comments will be provided in this phase. CONSULTANT shall incorporate agreed upon 100% Design Plan Check and Constructability Review comments into the Final Design submittal. All drawings and reports shall be stamped by a California Registered Engineer.

CONSULTANT shall ensure the Final Design includes all applicable criteria listed in the Final Design Review Checklist shown in Table A-1. CITY will review CONSULTANT's Final Design Submittal to ensure that comments from 100% Design, Plan Check and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

DELIVERABLES

Final Design drawings, structural calculations and specifications

Final Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings

Electronic media shall be in accordance with CITY CADD Guidelines

6.02.03.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

CONSULTANT will compile final project calculations and computations into a design notebook. All calculations shall be stamped and signed by the appropriate, responsible, California 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.

CONSULTANT will perform QA/QC checking on design drawings, prior to submittal to the CITY, to verify drafting accuracy. CONSULTANT will perform coordination checks to verify consistency between disciplines and facilities. CONSULTANT shall comply with the requirements described in Chapter 12, Volume 1 of the CWP Guidelines.

The final design drawings shall be signed by both the design engineer and the engineer who performed the QA/QC checking.

DELIVERABLES

Final Design Notebooks to CITY (5 copies)

Final drawings, structural calculations and specifications shall be submitted as:
twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")

Electronic media shall be in accordance with CITY CADD Guidelines

Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines

Specifications shall be provided on Word files with one (1) full size "camera ready" copy delivered

TASK 7.00 SUPPLEMENTAL DESIGN

In addition to hard copies, the CONSULTANT is required to submit PDFs of all Task 7 deliverables using the Pure Water Program Portal.

7.01 MBC CENTRATE PUMP STATION MODIFICATIONS AND TRANSIENT ANALYSIS

The MBC Centrate Pump Station collects centrate streams and conveys these flows via three existing variable speed pumps to the NCWRP Influent Pump Station drop structure. From that point, the centrate flows are conveyed by gravity to the Point Loma Wastewater Treatment Plant. In the future, the centrate flows will be redirected and discharged to the future North City Pure Water Facility brine line which partially traverses within the NCWRP

footprint. As a result, the MBC Centrate Pump Station will require several modifications. The CITY prepared a "Centrate Disposal Evaluation Draft Technical Memorandum" in September 2016 which identifies the majority of the required improvements. The Technical Memorandum maybe downloaded using the following link: <ftp://ftp.sannet.gov/OUT/MBC/>. The list below provides a summary of recommendations:

1. Replace three (3) existing centrate pumps with three (3) new 250 HP pumps. (Operated as 2 duty + 1 standby configuration)
2. Construct a new valve vault at the NCWRP site for brine-centrate connection.
3. Modify/ replace any other related or associated piece of equipment or appurtenance as necessary (ex. piping, valves, pump pads, etc.)

The consultant will be responsible for evaluating, refining optimizing and advancing the preliminary design to prepare construction level documents for this project. As part of the design, the CONSULTANT shall perform a hydraulic transient analysis of all transient phenomena and proposed control measures at the 30% design. The CONSULTANT shall be responsible to update the analysis at any point to reflect any design change.

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 (2) 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

Twenty (20) copies of draft technical memorandum

Twenty (20) copies of final technical memorandum

TASK 8.00 DESIGN REVIEWS AND APPROVALS

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 8 deliverables using the Pure Water Program Portal.

8.01 FINAL DESIGN PACKAGE 1 – MBC IMPROVEMENTS

8.01.01 CITY DESIGN REVIEW

The 30%, 60%, 100% and Final Designs shall be submitted to the CITY for review. CITY will collect review comments, resolve conflicts, and provide and one (1) electronic copy in of all review comments **within 21 calendar days of receipt of CONSULTANT submittal, including Value Engineering comments.** In addition, CITY will review each design against the respective Design Review Checklist. Design Review Checklists are included herein in Table A-1.

CITY review comments will be summarized in one Review Comment Log 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.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development.

CITY will review CONSULTANT’s Final Design Submittal to ensure that comments from 100% Design, Plan Check and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

CONSULTANT shall make required corrections and/or respond to comments as a result of CITY’s review process. Corrections noted shall be made by the CONSULTANT at no additional cost to the CITY.

DELIVERABLES

- Complete the Design Comment Log responding to CITY review comments following the 30%, 60%, 100% and Final Design complete submittal reviews
- Attend four (4) review meetings, four (4) hours in length each and attended by two (2) staff members

8.02 FINAL DESIGN PACKAGE 2 – NCWRP VALVE VAULT

8.02.01 CITY DESIGN REVIEW

The 30%, 60%, 100% and Final Designs shall be submitted to the CITY for review. CITY will collect review comments, resolve conflicts, and provide and one (1) electronic copy in of all review comments **within 21 calendar days of receipt of CONSULTANT submittal, including**

Value Engineering comments. In addition, CITY will review each design against the respective Design Review Checklist. Design Review Checklists are included herein in Table A-1.

CITY review comments will be summarized in one Review Comment Log 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.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development.

CITY will review CONSULTANT’s Final Design Submittal to ensure that comments from 100% Design, Plan Check and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

CONSULTANT shall make required corrections and/or respond to comments as a result of CITY’s review process. Corrections noted shall be made by the CONSULTANT at no additional cost to the CITY.

DELIVERABLES

Complete the Design Comment Log responding to CITY review comments following the 30%, 60%, 100% and Final Design complete submittal reviews

Attend four (4) review meetings, four (4) hours in length each and attended by two (2) staff members

TASK 9.00 VALUE ENGINEERING

CONSULTANT will present the 30% Design documents to the Value Engineering (VE) Team in a workshop format. CONSULTANT will present the cost estimate (Class 3) and other relevant information including investigations into options that were not implemented. The design team will be requested to participate with the VE Team. (Duration of participation will be limited to 24 hours and the total hours of support will be limited to 40 hours). A Sustainability Review, including Triple Bottom Line Analysis, will be incorporated into the VE Study.

CONSULTANT will 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 (2) weeks of receipt of VE draft report. CONSULTANT will participate in fatal flaw meeting and in a final VE meeting with the CITY and VE Team (2 hours each).

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

CONSULTANT may be asked to participate in additional VE Studies, if it is determined that an additional VE study is required due to project constraints. Additional VE studies will not be included in the budget at this time.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 9 deliverables using the Pure Water Program Portal.

DELIVERABLES

TM responding to the VE recommendations (10 copies)

TASK 10.00 CONSTRUCTION COST ESTIMATES

CONSULTANT shall prepare cost estimates in accordance with American Association of Cost Estimators (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 and life cycle cost analysis. 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. CONSULTANT will provide a comparison of the cost estimate against the most recent project Baseline Budget that shows the variance between the two budgets.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 10 deliverables using the Pure Water Program Portal.

10.01 FINAL DESIGN PACKAGE 1 – MBC IMPROVEMENTS

10.01.01 PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will 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, CONSULTANT will 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 an AACE Class 3 (Class B) estimate.

DELIVERABLES

Opinion of probable cost for the construction of facilities (20 Copies)

10.2 PREPARE 60% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will 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 an AACE Class 2 (Class AB) budget estimate.

DELIVERABLES

Opinion of probable cost for the construction of facilities (20 Copies)

10.01.02 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 100% Design Class 1 estimate, which will be compared and coordinated with the construction estimate to incorporate any project revisions since the preparation of the 100% estimate and include O&M costs. 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 100% estimate. The definition and qualifications of the 100% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

Final Pre-Bid cost estimate for the construction of facilities, including operational and maintenance costs

10.02 FINAL DESIGN PACKAGE 2 – NCWRP VALVE VAULT

10.02.01 PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will 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, CONSULTANT will 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 an AACE Class 3 (Class B) estimate.

DELIVERABLES

Opinion of probable cost for the construction of facilities (20 Copies)

10.02.02 PREPARE 60% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will 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 an AACE Class 2 (Class AB) budget estimate.

DELIVERABLES

Opinion of probable cost for the construction of facilities (20 Copies)

10.02.03 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 100% Design Class 1 estimate, which will be compared and coordinated with the construction estimate to incorporate any project revisions since the preparation of the 100% estimate and include O&M costs. 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 100% estimate. The definition and

qualifications of the 100% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

Final Pre-Bid cost estimate for the construction of facilities, including operational and maintenance costs

TASK 11.00 PERMITTING

Subject to the permits listed herein and specified clarifications, 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 CWP Guidelines for Design Consultant, Volume 1, Chapter 10, and the Standard Specifications for Public Works Construction.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 11 deliverables using the Pure Water Program Portal.

11.01 PERMIT WORK PLAN AND SCHEDULE

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. CONSULTANT is responsible for identifying any additional responsible agencies with permitting or approval authority.**

LOCAL

City of San Diego Transportation and Storm Water Department

County of San Diego Air Pollution Control District

City of San Diego Development Services Department

City of San Diego Fire-Rescue Department

Utility Companies

San Diego Gas & Electric

County of San Diego, Department of Environmental Health, Hazardous Materials Division (HMD)

DELIVERABLES

Permit Work Plan and Schedule (5 copies)

11.02 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS

As specified above, CONSULTANT will prepare permit applications, as deemed complete by the regulatory agency, and identified in the CONSULTANT's Permit Work Plan. CONSULTANT will prepare all necessary information required by the regulatory agencies for the applications. The CITY will pay for all applicable construction and permitting fees.

For groundwater remediation and dewatering waste discharge, the CONSULTANT shall provide required information in accordance with reporting requirements for coverage under Order 91-10.

CONSULTANT will provide a Stormwater Pollution Prevention Plan for each construction package.

For the San Diego Air Pollution Control District, CONSULTANT will prepare permit applications and Technical Reports/Study for the "Authority to Construct" and "Permit to Operate" and Title V permit for the Miramar Landfill – MBC – NCWRP contiguous site.

DELIVERABLES

Permit applications (20 copies)

Engineering and technical reports (20 copies)

Stormwater Pollution Prevention Plan (20 copies)

Mitigation, Monitoring or, Work Progression Plans (20 copies)

11.03 COORDINATION AND AGENCY INTERACTION

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 (20 copies)

Meeting Minutes (20 copies)

Engineering or Technical Support Information (20 copies)

TASK 12.00 OPERATIONS AND MAINTENANCE

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 12 deliverables using the Pure Water Program Portal.

12.01 OPERATIONS AND MAINTENANCE ENGAGEMENT

12.01.01 OPERATIONS AND MAINTENANCE ENGAGEMENT - DESIGN PACKAGE 1 MBC IMPROVEMENTS

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at three (3) Operation and Maintenance Meetings (30%, 60% and 100% Design) (two (2) hours each).

CONSULTANT will be responsible for the preparation of the Agenda, Presentation and Meeting Minutes for each meeting. CONSULTANT will provide the draft meeting Agenda to the CITY Project Manager for review and comment. CONSULTANT will revise draft Agenda per comments and issue a Final Agenda. CONSULTANT will provide draft Meeting Minutes to the CITY within two (2) working days of the meeting. CONSULTANT will prepare revised meeting minutes within two (2) working days of receipt of CITY comments on the draft minutes.

DELIVERABLES

- Draft Agenda (1 electronic copy in PDF format)
- Final Agenda (20 copies)
- Draft Meeting Minutes (1 electronic copy in PDF format)
- Final Meeting Minutes (1 electronic copy in PDF format)

12.01.03 OPERATIONS AND MAINTENANCE ENGAGEMENT - DESIGN PACKAGE 3 NCWRP VALVE VAULT

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at three (3) Operation and Maintenance Meetings (30%, 60% and 100% Design) (two (2) hours each).

CONSULTANT will be responsible for the preparation of the Agenda, Presentation and Meeting Minutes for each meeting. CONSULTANT will provide the draft meeting Agenda to the CITY Project Manager for review and comment. CONSULTANT will revise draft Agenda per comments and issue a Final Agenda. CONSULTANT will provide draft Meeting Minutes to

the CITY within two (2) working days of the meeting. CONSULTANT will prepare revised meeting minutes within two (2) working days of receipt of CITY comments on the draft minutes.

DELIVERABLES

- Draft Agenda (1 electronic copy in PDF format)
- Final Agenda (20 copies)
- Draft Meeting Minutes (1 electronic copy in PDF format)
- Final Meeting Minutes (1 electronic copy in PDF format)

TASK 13.00 RISK MANAGEMENT

In addition to hard copies, CONSULTANT is required to submit PDFs of all Task 13 deliverables using the Pure Water Program Portal.

13.01 RISK MANAGEMENT WORKSHOP

CONSULTANT will attend one (1) Risk Management Workshop at 30% Design. Workshop will not exceed four (4) hours. CONSULTANT's Project Manager is required to participate in the Risk Management Workshop. CONSULTANT will work with CITY to identify other CONSULTANT staff that should attend the workshop. CITY is responsible for leading the workshop, creating the Agenda, and taking Meeting Minutes.

13.02 RISK REGISTER UPDATES

CONSULTANT shall provide to the CITY Project Manager with monthly Risk Register Updates. CONSULTANT will identify and convey new risks to the Project Manager during Project Meetings and is required to submit risk updates via the Risk Register.

DELIVERABLES

- Monthly Risk Register updates (20 copies)

TASK 14.00 QUALITY MANAGEMENT

CONSULTANT will develop and maintain a Quality Management Plan within their Project Execution Plan. CONSULTANT Quality Management Plans are required to be in compliance with the PMP: Appendix J Quality Management Plan.

DELIVERABLES

- N/A: Part of Project Execution Plan included in Task 1

Attachments:

- Technical Memorandums:
 - Impacts of NCWRP Expansion on the MBC
 - Centrate Disposal Evaluation
- Design Review Checklists for 30%, 60%, 100% and Final Design (Attachment A-1)

TASK 15.00 ADDITIONAL SERVICES

The CITY may require that the CONSULTANT perform Additional Professional Services (Additional Services) beyond those described in the Scope of Services. Any Additional Services shall be defined and authorized by City staff prior to beginning work. Prior to CONSULTANT's performance of Additional Services, the CITY and CONSULTANT must agree in writing upon a scope, schedule and fee for the Additional Services, including reasonable related expenses, in accordance with the Compensation and Fee Schedule. Upon written authorization by the CITY, CONSULTANT may proceed with the authorized Additional Services. Additional Services may include, but not limited to, the following:

15.01 ADDITIONAL UNDERGROUND UTILITY EXPLORATION (POTHOLING) SERVICES

Underground utility exploration services may be needed to properly and accurately locate underground utilities so as to avoid construction change orders and utility conflicts. This service is currently included in the scope of work. However, these services may be required if additional potholing locations are identified and needed beyond what is stipulated in the scope of work.

15.02 ADDITIONAL SURVEYING

The entire North City Water Reclamation site was surveyed by the City of San Diego survey crew. This task will allow the consultant to fill any additional survey that may be required to complete the design.

15.03 ODOR CONTROL DESIGN

The MBC TM evaluated the odor control system and determined that the system did not require modifications as part of the potential expansion of the grit facility. As part of the TM

validation, this assessment will be reviewed. Should any changes or modifications be required to the odor control system, including additional ductwork connections, additional services shall be used for the design of the required changes, emissions modeling, or modifications.

15.04 LEED CERTIFICATION

If required, LEED Silver certification and design for the expanded grit facility will be performed as additional services.

15.05 ANAEROBIC DIGESTION

If required, the design for replacing HEX's for digesters 1 and 2 and implementing digester management safeguards shall be performed as additional services under Task 15.

15.06 CHEMICAL HANDLING

If required, the design for the increase of tubing size for the chemical pumps shall be performed as additional services under Task 15.

15.07 WASTE HEAT UTILIZATION

If required, the design to modify the existing HWS and HWR piping shall be performed as additional services under Task 15.

15.08 HVAC

The capacity of the HVAC systems shall be evaluated during the predesign. If required, the design to modify the existing HVAC for electrical rooms or other spaces based on equipment replacement shall be performed as additional services under Task 15.

15.09 NFPA 820 CODE MODIFICATIONS

If required, the design to upgrade the facilities to NFPA 820 or other code compliance shall be performed as additional services under Task 15.

15.10 SECURITY, PAGING/COMMUNICATIONS, AND PROCESS FLOW DIAGRAM

If required, the design for security, paging/communications, and delivery of process flow diagrams shall be performed as additional services under Task 15.

PHASE B – BID & AWARD

GENERAL

CONSULTANT will provide management and technical support to the CITY during the bidding phase of the construction package. The Scope of Services described hereinafter shall **apply to one (1) bid cycle for each** of the two (2) MBC Improvements and the NCWRP Valve Vault construction packages. CONSULTANT will 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 (1) pre-bid meeting and site visit.

Support and assistance during advertisement period in responding to bidder questions (support the issuance of addenda in a timely manner during the bid period).

Revise construction documents to incorporate all addenda issued during the bidding period and issue "As Bid" documents.

In addition to hard copies, CONSULTANT is required to submit PDFs of all Bid & Award deliverables using the Pure Water Program Portal.

TASK 1.00 BID AND AWARD PACKAGE 1 – MBC IMPROVEMENTS

TASK 1.01 CITY MANAGEMENT SUPPORT

1.01.01 CITY PROGRESS MEETING (NIC)

1.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of other projects which will connect to the MBC Improvements to ensure proper connection details and specifications are provided. Consultant will maintain coordination with consultants of other projects to ensure proper connections, construction sequencing, access and staging areas, partial plant shutdowns, testing and startup operations.

TASK 1.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

CONSULTANT will provide appropriate design team members to respond to plan-holders questions during the conference and site visit (one (1) meeting for four (4) hours per construction package).

TASK 1.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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 (20 copies)

TASK 1.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will 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.**

CONSULTANT will submit the addenda to the CITY for reproduction and distribution. Electronic files of Addenda will accompany Addenda submittal.

DELIVERABLES

Technical addenda (1 electronic copy in PDF format)

TASK 1.05 NIC

TASK 1.06 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

Within four (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. CONSULTANT is to comply with the CITY's standard for revisions, symbols and notes.

All contract drawings shall be submitted as one (1) 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 (1) full-size "camera ready" copy delivered.

Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

“As Bid” documents.

TASK 2.00 BID AND AWARD PACKAGE 2 – NCWRP VALVE VAULT (PERFORMED AS PART OF THE NCWRP EXPANSION CONSTRUCTION PACKAGE 2)

TASK 2.01 CITY MANAGEMENT SUPPORT

2.01.01 CITY PROGRESS MEETING (NIC)

2.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of the Pure Water Facility and the Morena Pump Station projects to ensure proper connection details and specifications are provided. Consultant will maintain coordination with consultants to ensure proper connections, construction sequencing, access and staging areas, partial plant shutdowns, testing and startup operations.

TASK 2.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

CONSULTANT will provide appropriate design team members to respond to plan-holders questions during the conference and site visit (one (1) meeting for four (4) hours per construction package).

TASK 2.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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 (20 copies)

TASK 2.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will 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.**

CONSULTANT will submit the addenda to the CITY for reproduction and distribution. Electronic files of Addenda will accompany Addenda submittal.

DELIVERABLES

Technical addenda (1 electronic copy in PDF format)

TASK 2.05 NIC

TASK 2.06 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

Within four (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. CONSULTANT is to comply with the CITY's standard for revisions, symbols and notes.

All contract drawings shall be submitted as one (1) 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 (1) full-size "camera ready" copy delivered.

Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

"As Bid" documents.

END OF PHASE B

PHASE C- CONSTRUCTION

GENERAL

CONSULTANT will provide technical support to the CITY during the construction phase of the *MBC Improvements*. The scope of services described herein shall apply to each of the *MBC Improvements* and *MBC Centrate Pump Station* construction packages. CONSULTANT will attend meetings as requested by the CITY, and coordinate attendance by other team members as required.

Technical support responsibilities shall consist of:

- Request for clarifications and deviations
- Submittals and shop drawings
- Clarifications for change orders
- Record documents
- Project meetings
- Site visits
- Substantial completion certification
- Finalization of operation and maintenance manuals
- As built drawings
- Substitution requests
- Start-up assistance

In addition to hard copies, CONSULTANT is required to submit PDFs of all Construction deliverables using the Pure Water Program Portal.

TASK 1.00 CONSTRUCTION PACKAGE 1 – MBC IMPROVEMENTS

TASK 1.01 CITY MANAGEMENT SUPPORT

1.01.01 INTERFACE WITH OTHER AGENCIES

CONSULTANT will meet with regulatory agencies, utility companies and other CITY departments if requested by the Construction Manager and/or CITY during the Construction and Commissioning Phases. The CITY shall be informed and invited to participate with agency contacts where important project issues may be discussed. CONSULTANT will

provide meeting minutes to the CITY within five (5) days of meetings. CONSULTANT will incorporate CITY approved regulatory inputs into the construction documents, with a maximum of six (6) meetings, two (2) hours per meeting, per construction package.

DELIVERABLES

Advance meeting notices (5 copies)

Meeting minutes (5 copies)

1.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *MBC Improvements*. Consultant will maintain coordination with consultants of other projects to ensure proper connections, construction sequencing, access and staging areas, partial plant shutdowns, testing and startup operations. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

TASK 1.02 ATTEND CONSTRUCTION MEETINGS

1.02.01 PRECONSTRUCTION CONFERENCE

CONSULTANT will provide attendance of appropriate design team members to participate in the preconstruction conference. There will be one (1) preconstruction conference two (2) hours per construction package.

1.02.02 PROJECT CONSTRUCTION MEETINGS

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. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions. It is assumed that there will be forty-eight (48) meetings, each two hours in length for a total of ninety-six (96) hours.

DELIVERABLES

TM addressing items which are the CONSULTANT's responsibility (10 copies)

TASK 1.03 SUBMITTAL REVIEW/INSPECTION

1.03.01 SUBMITTAL REVIEW

CONSULTANT will:

Receive and log each submittal from the CITY

Review the submittal against the requirements of the contract 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

CONSULTANT will provide a response to the CITY with notes on each page of the submittal being returned to summarize the review and identify the status of the submittal with respect to the need for re-submittal.

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 1: MBC Improvements – 25 submittals; 213 hours

CONSULTANT will review the submittal and return it to the CITY within 14 calendar days from the day when it is received by CONSULTANT. CONSULTANT will receive ten (10) copies of each submittal; six (6) marked-up copies will be returned to the CITY. CONSULTANT will indicate on the submittal, approved, reject/resubmit or approved as noted.

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of services. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. 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.

CONSULTANT will adhere to the CITY’s construction document management procedures and utilize the construction document management system selected for use by the CITY (TBD).

DELIVERABLES

Six (6) copies of reviewed submittal

TASK 1.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to fifteen (15) Requests for Information per construction package.

The CONSULTANT has budgeted the following for requests for technical information/clarification on the project

Construction Package 1: MBC Improvements – 60 hours

DELIVERABLES

Written responses to inquiries (5 copies)

TASK 1.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

1.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

CONSULTANT will review and log each draft change order request that the CITY receives from Contractors. CONSULTANT will review the submittal material against the requirements of the contract documents and the design application and make a determination if the draft change order is technically adequate or required.

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

The budget for change orders shall be as follows:

Construction Package 1: MBC Improvements – 16 hours

DELIVERABLES

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

1.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

The budget for assisting in the preparation of change orders shall be as follows:

Construction Package 1: MBC Improvements – 16 hours

DELIVERABLES

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

Final documents with review comments incorporated within five (5) calendar days (5 copies)

TASK 1.06 PREPARE RECORD DRAWINGS

CONSULTANT will update the original Contract Documents based on information received from the CONTRACTOR through the Construction Manager and furnish one (1) reproducible set of Record Drawings and electronic media in accordance with Appendix A2 of the CWP Guidelines.

DELIVERABLES

Record Drawings (10 hard copies and 1 electronic copy in PDF format)

Electronic Media (in Micro Station)

1.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

CONSULTANT will review O&M maintenance manual submittals collected by the CITY from the contractor. CONSULTANT will provide the CITY with comments concerning the submittal completeness and correctness. CONSULTANT will review a submittal, if required, and provide the CITY with comments. Sixteen (16) hours has been budgeted for this work.

DELIVERABLES

One (1) set of comments on Operations and Maintenance Manuals

TASK 1.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will provide a Construction Service Staff to provide services requested by the CITY. The staff shall consist of one (1) qualified field coordinator. 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 when CITY and contract personnel are working at the site on the basis of eight (8) hours per week of standard time for field personnel over a period of 24 months. These total hours shall be for all Construction Packages. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall be the same staff and will share their resource allocation with the construction service staff for the NCWRP Expansion Project. This staff shall assist and/or have primary responsibility for:

- RFI coordination and responses
- Submittal coordination and review
- Clarification of Building Inspection Department requests and requirements
- Attendance at formal and informal site meetings as requested by the CITY
- Review of substitution requests
- Contract interface coordination
- Preparation of Record Drawings
- Preparation of Operation and Maintenance Manual

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 1.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan. Sixteen (16) hours have been budgeted for this work

DELIVERABLES

- One (1) set of comments on the Startup and Commissioning Plan, provided in the format requested by CITY or Construction Manager

TASK 1.10 COMMISSIONING

The following tasks shall be performed in accordance with Volume II, Chapter 22 of the 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.

1.10.01 WITNESS EQUIPMENT TEST

As required by the design and contract documents, CONSULTANT will visit the site of the manufacturer 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, CONSULTANT will review test results witness by the others and submit written comments.

CONSULTANT will witness up to two (2) tests of two (2) days duration each, including travel. Travel and accommodation costs outside San Diego County are not included. Forty-eight (48) hours have been budgeted for this work.

DELIVERABLES

TM covering all witness test observations and/or comments on test results, including any deficiencies and required corrective actions (twenty (20) copies)

1.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, 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. CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. CONSULTANT shall participate in a total of three (3) functional tests **of up to two (2) days** duration each. **Costs for observing retesting is not included in CONSULTANT's budget**. A total of fifty-six (56) hours have been budgeted for this work.

DELIVERABLES

Functional Acceptance Test procedure input (5 copies)

Functional Acceptance Test results assessment, including deficiencies (5 copies)

1.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues. Eight (8) hours have been budgeted for this effort.

1.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff.

The following hours have been budgeted for this Task by construction package:

Construction Package 1: MBC Improvements – 4 hours

TASK 2.00 CONSTRUCTION PACKAGE 2 – NCWRP VALVE VAULT

TASK 2.01 CITY MANAGEMENT SUPPORT

2.01.01 INTERFACE WITH OTHER AGENCIES

CONSULTANT will meet with regulatory agencies, utility companies and other CITY departments if requested by the Construction Manager and/or CITY during the Construction and Commissioning Phases. The CITY shall be informed and invited to participate with agency contacts where important project issues may be discussed. CONSULTANT will provide meeting minutes to the CITY within five (5) days of meetings. CONSULTANT will incorporate CITY approved regulatory inputs into the construction documents, with a maximum of six (6) meetings, two (2) hours per meeting, per construction package.

DELIVERABLES

Advance meeting notices (5 copies)

Meeting minutes (5 copies)

2.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *MBC Improvements*. Consultant will maintain coordination with consultants of other projects to ensure proper connections, construction sequencing, access and staging areas, partial plant shutdowns, testing and startup operations. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

TASK 2.02 ATTEND CONSTRUCTION MEETINGS

2.02.01 PRECONSTRUCTION CONFERENCE

CONSULTANT will provide attendance of appropriate design team members to participate in the preconstruction conference. There will be one (1) preconstruction conference two (2) hours per construction package.

2.02.02 PROJECT CONSTRUCTION MEETINGS

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. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions. The meetings for this work shall be performed concurrently with the construction meetings for the NCWRP Expansion Project. Limited meetings will be performed for the NCWRP Valve Vault (Forty-eight (48) total hours are included in the budget)

DELIVERABLES

TM addressing items which are the CONSULTANT's responsibility (10 copies)

TASK 2.03 SUBMITTAL REVIEW/INSPECTION

2.03.01 SUBMITTAL REVIEW

CONSULTANT will:

Receive and log each submittal from the CITY

Review the submittal against the requirements of the contract 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

CONSULTANT will provide a response to the CITY with notes on each page of the submittal being returned to summarize the review and identify the status of the submittal with respect to the need for re-submittal.

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 2: NCWRP Valve Vault – 10 submittals; 85 hours

CONSULTANT will review the submittal and return it to the CITY within 14 calendar days from the day when it is received by CONSULTANT. CONSULTANT will receive ten (10) copies of each submittal; six (6) marked-up copies will be returned to the CITY. CONSULTANT will indicate on the submittal, approved, reject/resubmit or approved as noted.

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of services. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. 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.

CONSULTANT will adhere to the CITY’s construction document management procedures and utilize the construction document management system selected for use by the CITY (TBD).

DELIVERABLES

Six (6) copies of reviewed submittal

TASK 2.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to eight (8) Requests for Information per construction package.

The CONSULTANT has budgeted the following for requests for technical information/clarification on the project

Construction Package 2: NCWRP Valve Vault – 32 hours

DELIVERABLES

Written responses to inquiries (5 copies)

TASK 2.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

2.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

CONSULTANT will review and log each draft change order request that the CITY receives from Contractors. CONSULTANT will review the submittal material against the requirements of the contract documents and the design application and make a determination if the draft change order is technically adequate or required.

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

The budget for change orders shall be as follows:

Construction Package 2: NCWRP Valve Vault – 4 hours

DELIVERABLES

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

2.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

The budget for assisting in the preparation of change orders shall be as follows:

Construction Package 2: NCWRP Valve Vault – 4 hours

DELIVERABLES

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

Final documents with review comments incorporated within five (5) calendar days (5 copies)

TASK 2.06 PREPARE RECORD DRAWINGS

CONSULTANT will update the original Contract Documents based on information received from the CONTRACTOR through the Construction Manager and furnish one (1) reproducible set of Record Drawings and electronic media in accordance with Appendix A2 of the CWP Guidelines.

DELIVERABLES

- Record Drawings (10 hard copies and 1 electronic copy in PDF format)
- Electronic Media (in Micro Station)

2.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

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

DELIVERABLES

- One (1) set of comments on Operations and Maintenance Manuals

TASK 2.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will provide a Construction Service Staff to provide services requested by the CITY. The staff for the NCWRP Valve Vault construction will be included as part of the Phase C work for the NCWRP Expansion since the construction package will be part of the NCWRP Expansion project.

TASK 2.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan. Eight (8) hours have been budgeted for this work.

DELIVERABLES

- One (1) set of comments on the Startup and Commissioning Plan, provided in the format requested by CITY or Construction Manager

TASK 2.10 COMMISSIONING

The following tasks shall be performed in accordance with Volume II, Chapter 22 of the 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.

2.10.01 WITNESS EQUIPMENT TEST

As required by the design and contract documents, CONSULTANT will visit the site of the manufacturer 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, CONSULTANT will review test results witness by the others and submit written comments.

CONSULTANT will witness up to one (1) tests of one (1) days duration, including travel. Travel and accommodation costs outside San Diego County are not included. A total of twelve hours is budgeted for this work.

DELIVERABLES

TM covering all witness test observations and/or comments on test results, including any deficiencies and required corrective actions (twenty (20) copies)

2.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, 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. CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. CONSULTANT shall participate in a total of one (1) functional tests **of up to two (2) days** duration each. **Costs for observing retesting is not included in CONSULTANT's budget**. A budget of 20 hours has been included for this work.

DELIVERABLES

Functional Acceptance Test procedure input (5 copies)

Functional Acceptance Test results assessment, including deficiencies (5 copies)

2.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues. Eight (8) hours have been budgeted for this task.

2.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff.

The following hours have been budgeted for this Task by construction package:

Construction Package 2: NCWRP Valve Vault – 4 hours

TASK 3.00 – OPERATIONS AND MAINTENANCE

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

CONSULTANT shall prepare a draft outline for the complete Operations Manual for review by CITY. CITY will review draft outline and provide one (1) set of comments back to CONSULTANT.

CONSULTANT shall prepare and submit a preliminary draft Operations Manual after receipt of the O&M manual information submitted by the Contractor. Preliminary figures and tables will also be included in this draft. CONSULTANT shall prepare the Operations and Maintenance Manual in accordance with Chapter 18, Volume II, of CWP Guidelines.

DELIVERABLES

Draft Outline for the Operations Manual (20 copies)

Preliminary Draft Operations Manual (20 copies)

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

CONSULTANT shall submit revised draft outlines and sections of the Operations Manual prepared with accepted CITY review comments incorporated.

DELIVERABLES

Final Outline for Operations and Maintenance Manual (20 copies)

Revised Draft Operations Manual (20 copies)

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

CONSULTANT shall 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. CONSULTANT shall follow instructions contained in Chapter 18 of the CWP Guidelines.

DELIVERABLES

Equipment list (20 copies)

Construction specifications for maintenance information submittals (20 copies)

3.04 HAZARDOUS OPERATIONS PLAN

CONSULTANT shall develop a Hazardous Operations Plan ("HAZOP" plan) and also update the existing plan. This shall comprise of multiple sub-plans. A Response Plan shall include the overall plan and contain portions of the other plans: The Stormwater Prevention Plan, the Hazardous Materials Business Plan, and the Spill Prevention plan. A draft HAZOP Plan shall be submitted with the draft Operations Manual submittal. A Revised HAZOP Plan shall be prepared and submitted with the revised Operations Manual.

DELIVERABLES

- Outline of the HAZOP Plan (20 copies)
- Draft HAZOP Plan (20 copies)
- Revised Draft HAZOP Plan (20 copies)

END OF PHASE C

TABLE A-1 DESIGN REVIEW CHECKLIST: 30%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	General 30% Design Development and Coordination is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in 10% Preliminary Engineering Report have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design changes from the 10% Preliminary Design Report are identified and justification is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List of design components that are 'frozen' and cannot be changed is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and discussion of outstanding design issues remaining to be resolved	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final design criteria are set	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design intent, design strategy, equipment selection, and basic process layout that are locked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and discussion of outstanding design issues to be resolved during final design	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	30% Drawings (CADD) and Specifications prepared and submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked 'No'
	Estimated limits of disruption during construction shall be shown on plan drawings	<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	
	All calculations and a listing of referenced material supporting the design are drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic and engineering calculations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drawing Index and Table of Contents for Contract Documents (contract, general and technical sections), 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comprehensive list of all documents collected for design including CITY and private utilities (Provided on Title Sheet of Design)	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Plans are evidence of coordination between disciplines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Interface requirements with other projects (Pure Water, City and Non City)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Coordination with other projects firmly established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project-specific EIR are incorporated in design with explanation of how each item was addressed/mitigated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Project schedule and verification, including schedule for obtaining all permits is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft list of all land acquisitions, construction permits and resource agency permits needed, using the Real Estate and Permit Tracking Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	A Value Engineering (VE) Study and Sustainability Assessment has been scheduled	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Alternative comparisons (process and others) and recommendations are complete and include life-cycle cost analysis and O&M considerations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Documents incorporate input from O&M	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
Note: A comment must be provided to explain all items checked 'No'			
DESIGN INCLUDES:			
	Horizontal and vertical locations of existing overhead and buried public and private utilities which may affect the project on plan and profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Table and maps showing product, size, length, and location of utilities, which must be relocated as the result of the construction of this project	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary plan for connecting to existing facilities	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Geotechnical investigation has been completed and draft recommendations are listed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final Corrosion and Stray Current Report	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction schedule and construction sequencing/ staging plan is drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Recommendation and justification for long lead time equipment and materials which should be pre-purchased to facilitate project schedule	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Lists permanent and construction easement requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
			Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
	Relative construction noise, vibration, duration	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft surface restoration concept plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary traffic control concept plan (including trench profiles, traffic volumes and traffic control for O&M)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Discussions of excavation, temporary stockpiling, truck routes, and disposal of excess soil	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Investigation and recommendation for the location and size of work areas, equipment and material storage, haul roads, equipment set up areas	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Identification of supporting facilities and requirements including field office facilities and locations for the CITY	<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	
	Cost estimates for relocating utilities	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
	QA/QC Review has been completed and properly documented	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drawings conform to City drafting requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
Pipeline Only Design Criteria			
	Plans and profiles of pipeline of the selected alignment	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Identification of pipeline appurtenances and location on plans and profile	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Identification necessary access manholes, blow-offs, relief valves, junction structures, air venting, pressure reducing stations, surge protection devices, other appurtenant facilities on the plan and profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Recommendation for pipe material and joints	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Alignment and construction access requirements for tunneling versus bore and jack versus open cut construction	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary tunneling reaches, portals, and contractor work areas have been identified and are within property easements being obtained	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary O&M Traffic Control Plans (post-construction) have been developed and used to locate appurtenances in streets	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Preliminary permitting, drainage locations and treatment requirements prior to discharge, including downstream drainage paths	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Pipeline design reflects findings of corrosion study (required for pipeline projects)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Pipeline design considers internal pressure and external loads	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic profiles for minimum and maximum flows	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic calculations pertaining to air/vacuum and air release valves, blow-off assemblies and other appurtenances that are required	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Site hydrologic and hydraulic calculations, hydraulic grade line, and structural design calculations for pipe supports	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Drain Down profiles, required draining sequence and drainage time have been completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
Pump Station Only Design Criteria			
	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, paving and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft site grading, paving, erosion control, horizontal control and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary layouts for the new facilities, including major equipment, control system and appurtenances	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final PFDs and 90% P&IDs are complete	<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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
Note: A comment must be provided to explain all items checked 'No'			
DESIGN INCLUDES:			
	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	
	Mechanical sections and floor plans with major equipment and piping	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Definition of HVAC systems requirement, ventilation concepts and air flow rates for each structure	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Electrical design, including site plan and one-line diagrams complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	One-line diagrams for main switch gear and unit substation	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft loop descriptions, using the loop description format developed by the CITY	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	List of input/output points	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Structural design complete, including plans and calculations:	<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	
	Structural: Foundation needs and dewatering requirements based upon geotechnical information	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: 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	
	Dimensions of buildings/structures and elevations of floors and roofs	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	General arrangement of major buildings and architectural elevations, finishes and materials	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary planting and irrigation plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
Treatment Plant Only Design Criteria			
	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, paving and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft site grading, paving, erosion control, horizontal control and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final PFDs and 90% P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final layout ideas have been developed based upon the PFDs, P&IDs and existing conditions	<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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Utility Requirements established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary layouts for the new facilities for which layouts are prepared, including major equipment, control system and appurtenances	<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 discharge permit conditions are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <i>Note: A comment must be provided to explain all items checked 'No'</i>
DESIGN INCLUDES:			
	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 Electrical design, including site plan and one-line diagrams complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Power System Study started	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Foundation needs and dewatering requirements based upon geotechnical information	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
Note: A comment must be provided to explain all items checked 'No'			
DESIGN INCLUDES:			
	Structural: 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 planting and irrigation plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Startup sequencing and special construction logic for maintenance of plant operations during startup and commissioning is under development	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary hazardous materials storage and handling assessment	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary plant shutdown and dewatering plan identifying where discharge water will go and any required treatment prior to discharge	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

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 <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	General 60% Design Development and Coordination is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in 30% Design have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Changes from the 30% Design or the 10% Design intent are identified and justification is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City comments from 30% Design have been incorporated into 60% Design	<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	
	List and discussion of outstanding design issues remaining to be resolved	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specifications, drawings and calculations have been developed to 60% design	<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	
	60% Drawings (CADD) and Specifications prepared and submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Estimated limits of disruption during construction are shown on plan drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All calculations and a listing of referenced material supporting the design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic and engineering calculations updated per revisions	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Fiber optic conduit and pull boxes have been incorporated in the design as required in the Design Guidelines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comprehensive list of all documents collected for design including CITY and private utilities (Provided on Title Sheet of Design)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plans are evidence of coordination between disciplines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Interface requirements with other projects (Pure Water, City and Non City)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Coordination with other projects firmly established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project-specific EIR are incorporated in design with explanation of how each item was addressed/mitigated	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Project schedule and verification, including schedule for obtaining all permits is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Updated list of all land acquisitions, construction permits and resource agency permits is updated, using the Real Estate and Permit Tracking Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% approved VE proposals have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% approved sustainable design elements have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Documents incorporate input from O&M and Preliminary O&M Manual is drafting, including equipment/tools list	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary O&M guidelines outline expected O&M activities and scenarios, staffing level and recommended schedule	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Horizontal and vertical locations of existing overhead and buried public and private utilities which may affect the project on plan and profiles is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
	Table and maps showing product, size, length, and location of utilities, which must be relocated as the result of the construction of this project is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plan for connecting to existing facilities is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Geotechnical Report is Finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design features are incorporated to mitigate excessive noise from equipment to meet applicable OSHA and other regulatory requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction schedule and sequencing/staging plan has been augmented	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Recommendation and justification for long lead time equipment and materials which should be pre-purchased is updated as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List of permanent and construction easement requirements is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Relative construction noise, vibration, duration information	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Surface restoration plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft Traffic Concept Plan (including trench profiles, traffic volumes and O&M traffic plan)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Discussion of excavation, stockpiling, truck routes and disposal of excess soil updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Location and size of work areas, equipment and material storage, haul/access roads, equipment set up areas are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Supporting facilities and requirements including field office facilities and locations for the CITY are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Opinion of Probable Construction Cost (OPCC) – Class 2 Cost Estimate developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	QA/QC Review has been completed and properly documented	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drawings conform to City drafting requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Pipeline Only Design Criteria			
	Pipeline alignment including appurtenance locations has been locked down	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pipeline hydraulic and Surge Analysis has been completed and fully included in the design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Tunneling reaches, portals, and contractor work areas have been clearly identified and are within property easements being obtained	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pipeline materials analysis completed with joint configurations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Equipment selection and cut sheets provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Life cycle analysis has been completed on all equipment specified	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Street restoration plans have been included	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Staging areas identified and included in drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drain Down profiles, required drain sequence and drainage times have been completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drain Down procedures and locations identified on the drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <i>Note: A comment must be provided to explain all items checked 'No'</i>
DESIGN INCLUDES:			
Pump Station Only Design Criteria			
	Civil and Site Plan Design is updated 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains site grading, paving, erosion control, horizontal control and drainage plans that are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specifications are written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Mechanical equipment locations, piping and HVAC layouts are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Provide preliminary 60% level list of spare parts and specialty equipment required to properly operating and maintain the project	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary power distribution plan completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural work from 30% design, less details and detailed reinforcing, is complete with full sections cuts, as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are more developed and provide sections of all process and multi-level structures	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Planting and irrigation plan complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Fabrication specifications detailing FRP materials, laminate sequences and thicknesses, performance of piping stress analysis, installation guidelines and all other services necessary to render the design complete and biddable shall be prepared (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All sizes of FRP tanks and ducting required such as Chemical day tanks, Chemical bulk storage tanks, Assorted ducting (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance has been updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
<i>Treatment Plant Only Design Criteria</i>			
	Civil and Site Plan Design is updated 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains site grading, paving and drainage plans that are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Provide preliminary 60% level list of spare parts and specialty equipment required to properly operating and maintain the project	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment <i>Note: A comment must be provided to explain all items checked 'No'</i>
DESIGN INCLUDES:			
	Specifications are written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Mechanical equipment locations, sizing, 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	
	Architectural plans, elevations and materials definition are more developed and provide sections of all process and multi-level structures	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Planting and irrigation plan complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Startup sequencing and special construction logic for maintenance of plant operations during startup and commissioning is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

EXHIBIT A

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Sustainability section that highlights sustainable design features and LEED Silver Certification, if applicable	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hazardous materials storage and handling assessment complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plant shutdown and dewatering plan identifying where discharge water will go and any required treatment prior to discharge complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Fabrication specifications detailing FRP materials, laminate sequences and thicknesses, performance of piping stress analysis, installation guidelines and all other services necessary to render the design complete and biddable shall be prepared (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All sizes of FRP tanks and ducting required such as Chemical day tanks, Chemical bulk storage tanks, Assorted ducting (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

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
		<small>Note: A comment must be provided to explain all items checked 'No'</small>	
DESIGN INCLUDES:			
	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: _____

TABLE A-1 DESIGN REVIEW CHECKLIST: FINAL DESIGN

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Comments from 100% 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	
	Comments from Plan Check and Constructability Review are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final construction schedule and sequencing plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
	AACE Class 1 Cost Estimate is Finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Reviewer:

Name: _____

Title: _____

Signature: _____

Date: _____

Project Manager:

Name: _____

Title: _____

Signature: _____

Date: _____

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE
DESIGN OF NORTH CITY METROPOLITAN BIOSOLIDS CENTER (MBC) IMPROVEMENTS

Phase and Task Number	Fee Estimate
Phase A – Design	
Task 1 – City Management Support	\$353,293
Task 2 – Public Information Program Assistance	\$81,156
Task 3 – Environmental Impact report (EIR) Support	\$75,988
Task 4 – Investigations	\$37,240
Task 5 – Design Development	\$483,189
Task 6 – Final Design	
Construction Package 1 – MBC Improvements	\$2,044,343
Construction Package 2 – NCWRP Valve Vault	\$362,532
Task 7 – Supplemental Design	\$24,576
Task 8 – Design Reviews and Approvals	\$22,372
Task 9 – Value Engineering	\$20,368
Task 10 – Construction Cost Estimates	\$62,860
Task 11 – Permitting	\$51,500
Task 12 – Operations and Maintenance	\$14,220
Task 13 – Risk Management	\$21,072
Task 14 – Quality Management	\$7,892
Subtotal Phase A - Design	\$3,662,601
Phase B – Bid and Award	
Task 1 - Construction Package 1 – MBC Improvements	
Task 2 - Construction Package 2 – NCWRP Valve Vault	
Subtotal Phase B – Bid and Award	\$135,866
Phase C – Construction	
Task 1 - Construction Package 1 – MBC Improvements	
Task 2 - Construction Package 2 – NCWRP Valve Vault	
Task 3 – Operations and Maintenance	
Subtotal Phase C - Construction	\$502,623
Total Phases A, B & C	\$4,301,090
Task 15 – Additional Services	\$750,000
Metropolitan Biosolids Center (MBC) Improvements Fee Estimate Total	\$5,051,090

COMPENSATION AND FEE SCHEDULE
Additional Services Rate Schedule

EXHIBIT B

<i>Firm</i>	<i>Job Classification</i>	<i>Rate</i>	<i>Unit</i>	
CH2M HILL	Job Classification			
	Principal-in-Charge	\$263	Per Hour	
	Principal Engineering Technologist	\$241	Per Hour	
	Senior Technical Consultant/Quality Manager	\$229	Per Hour	
	Senior Technologist	\$184	Per Hour	
	Project Manager	\$253	Per Hour	
	Design Manager	\$221	Per Hour	
	Assistant Project Manager	\$221	Per Hour	
	Senior Engineer	\$190	Per Hour	
	Associate Engineer	\$165	Per Hour	
	Engineer	\$149	Per Hour	
	Staff Engineer	\$123	Per Hour	
	Senior Designer	\$144	Per Hour	
	Senior Engineering Technician	\$93	Per Hour	
	Designer	\$116	Per Hour	
	Engineering Technician	\$83	Per Hour	
Project Assistant/Admin	\$83	Per Hour		
Allied Geotechnical Engineers, Inc.	Job Classification			
	Principal	\$175	Per Hour	
	Senior Professional	\$150	Per Hour	
	Project Professional	\$130	Per Hour	
	Staff Professional	\$100	Per Hour	
	Field Inspector	\$90	Per Hour	
	Draftsperson/Technical Illustrator	\$75	Per Hour	
	Clerical/Word Processing	\$63	Per Hour	
	Laboratory Soil Testing			
	Classification of Soils			
	D2487 Unified Classification	\$135	Per Unit	
	D2488 Visual Classification	\$45	Per Unit	
	Plasticity Tests and			
	Expansion Potential			
	D4318 Plasticity Index (including LL and PL)	\$105	Per Unit	
	D4829 Expansion Index	\$145	Per Unit	
	Dry Density and Moisture Content			
	D2937 Ring or Core Samples	\$45	Per Unit	
	D1188 Waxed Chunk Sample	\$50	Per Unit	
	D2216 Moisture Content Only	\$25	Per Unit	
	Consolidation Testing			
	D2435 Consolidation Test - Standard test suite including sample preparation and setup	\$80	Per Pt	
	D2435 Time-Rate Consolidation	\$90	Per Pt	
	Maximum Density and Optimum Moisture Content			
	D1557 (4-inch mold)	\$155	Per Unit	
	D1557 (6-inch mold)	\$180	Per Unit	
	D1557 Single Point	\$70	Per Unit	
	D4253 Maximum Index Density	\$155	Per Unit	
	D4254 Minimum Index Density	\$155	Per Unit	
	Grain Size Distribution			
	D422 Fraction Between #4 and #200 Screen (wet)	\$95	Per Unit	
	D422 Mechanical and Hydrometer Analysis (#4 to finer than #200)	\$165	Per Unit	
C136 Sieve Analysis of Aggregates	\$180	Per Unit		
Bulk Gradation	\$2,500	Per Unit		
Soil Strength Determination				
D3080 Direct Shear Test	\$120	Per Pt		
Triaxial Shear Test	Quotation			
Residual Shear	Quotation			
Soil-Road Materials				
D1883 California Bearing Ratio (Static Method)	Quotation			
California Bearing Ratio (Corps of Engineering Method)	Quotation			
CAL301 Resistance Value ("R" Value)	\$325	Per Unit		

COMPENSATION AND FEE SCHEDULE
Additional Services Rate Schedule

EXHIBIT B

<i>Firm</i>	<i>Job Classification</i>	<i>Rate</i>	<i>Unit</i>
	Miscellaneous Tests		
	CAL217 Sand Equivalent Value	\$85	Per Unit
	D854 Specific Gravity of Soil	\$85	Per Unit
	CAL643, 417 & 422 pH and Resistivity, Soluble Sulfate & Chloride	\$165	Per Unit
AirX	Job Classification		
	Project Management	\$125	Per Hour
	Report Drafting/Admin.	\$75	Per Hour
	Potholes		
	Potholes Less Than 6' Deep	\$700	Hole
	Potholes 6' to 8' Deep	\$900	Hole
	Potholes 8' to 11' Deep	\$1,100	Hole
	Potholes 11' or Deeper/Trenches	\$1,250	Hole
	Daily Rate: 1 Vac Truck & 1 Supp Truck	\$335	Per Hour
	Mobilization: Hydro Vac Unit/Support Truck/Crew	\$125	Per Hour
	Wet & Dry Utility Locating		
	Locating - Electric, Magnetic, Sonic & GPR	\$185	Per Hour
	Locating - 2 Man Crew	\$235	Per Hour
	CCTV Video & Locating (2 Man Crew)	\$235	Per Hour
	Traffic Control		
	Traffic Control Plans / Permit Processing	\$250	Plan Per Phase
	Traffic Control Equipment	\$300	Per Day
	Arrow Board	\$150	Per Day
	Night Work	\$200	Per Night
		\$65	Per Hour Per Flagman
	Surveying		
	Field Work (2 Man Crew)	\$240	Per Hour
	Office Calculation	\$150	Per Hour
	USA Markout/Coordination/Pothole layout	\$95	Per Hour
	Concrete and Asphalt Patching		
	AC Cold Mix W/Saw Cut	\$55	Each
	Class II Base with 1 sack concrete slurry backfill	\$25	Each
	Asphalt Hot Patch		Need Quote
	Coring - 12" Diameter	\$130	Each
	Sidewalk Panel Replacement		Need Quote
Bailey Environmental Associates, LLC.	Principal, Senior Consultant	\$177	Per Hour
Beyaz & Patel, Inc.	Job Classification		
	Principal Engineer	\$229	Per Hour
	Senior Structural Engineer	\$199	Per Hour
	Senior Engineer	\$156	Per Hour
	Engineer	\$130	Per Hour
	CAD Designer	\$123	Per Hour
	Clerical/Word Processing	\$71	Per Hour
DLM Engineering, Inc.	Job Classification		
	Principal	\$200	Per Hour
Hon Consulting, Inc.	Job Classification		
	Principal	\$110	Per Hour
Lopez Engineering, Inc.	Job Classification		
	Principal Engineer	\$175	Per Hour
	Project Manager	\$160	Per Hour
	Senior Engineer	\$140	Per Hour
	Design Engineer	\$110	Per Hour
	Senior Designer	\$95	Per Hour
	Designer	\$90	Per Hour
	CADD Drafter	\$75	Per Hour
	Technical Writer	\$105	Per Hour
	Administrative	\$55	Per Hour
Marum Partnership	Job Classification		
	Principal/Project Landscape Architect	\$150	Per hour
	Certified Irrigation Auditor/Designer	\$90	Per hour
	Senior Designer/CAD Technician	\$90	Per hour
	Administrative Assistant	\$55	Per hour
Manuel Oncina Architects, Inc.	Job Classification		
	Principal	\$185	Per hour
	Project Architect/Project Manager	\$150	Per hour
	Job Captain	\$135	Per hour

COMPENSATION AND FEE SCHEDULE
Additional Services Rate Schedule

EXHIBIT B

<i>Firm</i>	<i>Job Classification</i>	<i>Rate</i>	<i>Unit</i>
	Architectural designer	\$95	Per hour
	Interior designer	\$85	Per hour
	Graphics - I	\$110	Per hour
	Graphics - II	\$75	Per hour
	Drafter - I	\$75	Per hour
	Drafter - II	\$55	Per hour
	Administrative	\$85	Per hour
NVS	Job Classification		
	Principal/Regional Managing Director	\$200	Per Hour
	Project Manager	\$165	Per hour
	Project Supervisor	\$175	Per hour
	Community Outreach Specialist	\$128	Per hour
	Communications Specialist	\$130	Per hour
	Media Specialist	\$115	Per hour
	Administrative Assistant	\$75	Per Hour
	Project Coordinator	\$95	Per hour
	Graphic Designer	\$95	Per hour
O'Day Civil Engineering - Surveying	Job Classification		
	Project Manager	\$211	Per hour
	Project Engineer	\$170	Per hour
	Design Engineer	\$149	Per hour
	AutoCAD Technician	\$133	Per hour
	Administrative Services	\$87	Per hour
	Principal	\$258	Per hour
	Field Engineering-Prevailing Wage		
	3 Man Survey Crew	\$423	Per hour
	2 Man Survey Crew	\$292	Per hour
	1 Man Survey Crew/Survey Chief/Project Surveyor	\$149	Per hour
PW Engineering	Job Classification		
	Principal-In-Charge/ QA/QC Officer	\$250	Per hour
	Senior Principal Engineer	\$250	Per hour
	Principal Engineer	\$225	Per hour
	Senior Engineer	\$200	Per hour
	Engineer	\$160	Per hour
	Senior CAD Designer	\$180	Per hour
	CAD Designer	\$150	Per hour

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).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

END OF EXHIBIT B

TIME SCHEDULE

Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1	Notice to Proceed	1 day																
2	Task 1 - City Management Support	285 days																
3	Task 1.1 - Communication and Coordination with Pure Water Program Management Team	285 days																
4	Task 1.2 - Project Execution Plan	15 days																
5	Project Chartering	1 day																
6	Task 1.3 - Progress Meetings and Reports	285 days																
7	Task 1.4 - Scheduling and Cost Monitoring	285 days																
8	Task 1.5 - Records Management	285 days																
9	Task 1.6 - Coordination with Other City Projects	285 days																
10	Task 1.7 - Kickoff Meeting	2 days																
11	Task 2 - Public Information Program Assistance	285 days																
12	Task 2.1 - Identify Community Advisory Groups and Impacted Communities	15 days																
13	Task 2.2 - Attend Community Advisory Focus Group Meetings	31 days																
14	Task 2.3 - Attendance at and Preparation for Public Information Meetings	41 days																
15	Task 2.4 - Attendance at Public meetings for the EIR Review	285 days																
16	Task 3 - EIR Support	285 days																
17	Task 4 - Investigations	30 days																
18	Task 4.1 - Surveying and Mapping	30 days																
19	Task 4.3 - Geotechnical Investigation	30 days																
20	Task 5 Design Development	96 days																
21	Task 5.1 - Determine Locations and Elevations of Existing Utilities	60 days																
22	Task 5.2 30% Design Development	96 days																
23	Develop Technical Alternatives	15 days																
24	Process Technical Alternatives Workshop	1 day																
25	Task 5.3 - Identify Construction Staging Areas	3 days																
26	Task 5.4 - 10% Design Change Technical Memorandum	10 days																
27	Develop Facility Layouts	10 days																
28	Engineering input to Model	10 days																
29	Model Cut-off	5 days																

Project: 021417_SDMBC_Detailed Sch Date: Tue 2/14/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
30	Extractions, Engineering Markups	5 days																
31	Final CAD	5 days																
32	Internal QC	3 days																
33	Fixup	3 days																
34	Set Prep, Print	2 days																
35	Task 7.1 - Transient Analysis	48 days																
36	Develop Draft Transient Analysis TM	21 days																
37	Issue Draft Transient Analysis TM	3 days																
38	Workshop 1 - Draft Transient Analysis	1 day																
39	City review	10 days																
40	Update Transient Analysis TM	10 days																
41	Develop Final Transient Analysis TM	3 days																
42	Deliver 30% To Client	0 days																
43	30% Design Workshop	1 day																
44	Task 8.1 City Review	17 days																
45	Receive and Respond to Comments	5 days																
46	30% Design Review Meeting	1 day																
47	City Authorization to Proceed to Final Design	0 days																
48	Task 6 - Final Design	171 days																
49	Package 1 - Metropolitan Biosolids Center Improvements	171 days																
50	Task 6.1 - 60% Design	93 days																
51	60% Eng Model Input	15 days																
52	Model Cut-off	10 days																
53	Eng Cut-off Markups, Specs	10 days																
54	CAD Cut-off	10 days																
55	Set Prep, Print QC Set	5 days																
56	QC Review	5 days																
57	Fixup	5 days																
58	Set Prep, Print	5 days																
59	Deliver 60% for City Review	0 days																
60	Task 8.1 - City Review	17 days																
61	Task 6.1.1 Constructability Review	14 days																
62	Constructability Review Period	10 days																
63	Constructability Review Workshop	1 day																
64	Receive Constructability Review Comments	3 days																
65	Receive and Respond to Comments	10 days																
66	60% Design Review Meeting	1 day																
67	Task 6.1.2 Authorization for 100% design	0 days																

Project: 021417_SDMBC_Detailed Sch
Date: Tue 2/14/17

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
68	Task 6.2 - 100% design	86 days																
69	100% Engineering, Model Input	15 days																
70	Incorporate constructability review comments	5 days																
71	Model Cut-off	5 days																
72	Eng Cut-off Dwgs, Specs	5 days																
73	CAD, Specs Cut-off	5 days																
74	Mgt Review, QC	3 days																
75	Fixup	5 days																
76	Set Prep, Stamp	3 days																
77	Deliver 100% for City Review	0 days																
78	Task 8.1 - City Review	17 days																
79	Task 6.2.1 Plan Check for Building Permit	17 days																
80	Receive and Respond to Comments	10 days																
81	100% Design Review Meeting	1 day																
82	Task 6.2.2 Authorization for Final design	0 days																
83	Task 6.3 - Final Design	48 days																
84	Engineering Model Input	15 days																
85	Receive and Respond to Plan Check Comments	5 days																
86	Model Cut-off	5 days																
87	Eng Cut-off Dwgs, Specs	5 days																
88	CAD, Specs Cut-off	5 days																
89	Mgt Review, QC	3 days																
90	Fixup	5 days																
91	Set Prep, Stamp	3 days																
92	Package 1 - MBC Improvements Ready for Bid	0 days																
93	Package 2 - NCWRP Valve Vault	148 days																
94	Task 6.1 - 60% Design	68 days																
95	60% Eng Model Input	10 days																
96	Model Cut-off	5 days																
97	Eng Cut-off Markups, Specs	5 days																
98	CAD Cut-off	5 days																
99	Set Prep, Print QC Set	5 days																
100	QC Review	5 days																
101	Fixup	5 days																
102	Set Prep, Print	5 days																
103	Deliver 60% to City for review	0 days																
104	Task 8.1 - City Review	17 days																
105	Task 6.1.1 Constructability Review	9 days																
106	Constructability Review Period	5 days																

Project: 021417_SDMBC_Detailed Sch Date: Tue 2/14/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
107	Constructability Review Workshop	1 day																	
108	Receive Constructability Review Comments	3 days																	
109	Receive and Respond to Comments	5 days																	
110	60% Design Review Meeting	1 day																	
111	Task 6.1.2 Authorization for 100% design	0 days																	
112	Task 6.2 - 100% design	73 days																	
113	Engineering Model Input	10 days																	
114	Incorporate constructability review comments	5 days																	
115	Model Cut-off	5 days																	
116	Eng Cut-off Dwgs, Specs	5 days																	
117	CAD, Specs Cut-off	5 days																	
118	Mgt Review, QC	3 days																	
119	Fixup	5 days																	
120	Set Prep, Stamp	3 days																	
121	Deliver 100% to client for review	0 days																	
122	Task 8.1 - City Review	22 days																	
123	Task 6.2.1 Plan check for Building Permit	22 days																	
124	Receive and Respond to Comments	10 days																	
125	100% Design Review Meeting	1 day																	
126	Task 6.3.1 Authorization for Final design	0 days																	
127	Task 6.3 - Final Design	63 days																	
128	Engineering Model Input	10 days																	
129	Receive and Respond to Plan Check Comments	5 days																	
130	Model Cut-off	5 days																	
131	Eng Cut-off Dwgs, Specs	5 days																	
132	CAD, Specs Cut-off	5 days																	
133	Mgt Review, QC	3 days																	
134	Fixup	5 days																	
135	Set Prep, Stamp	3 days																	
136	Package 2 - NCWRP Valve Vault Ready for Bid	0 days																	
137	Task 9 - Value Engineering	21 days																	
138	Submit 30% design to VE team	1 day																	
139	VE development	10 days																	
140	VE review workshop	1 day																	
141	Review draft VE report	3 days																	
142	Provide comment on report to City	3 days																	
143	City provides listing of accepted VE comments	3 days																	

Project: 021417_SD MBC_Detailed Sch Date: Tue 2/14/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

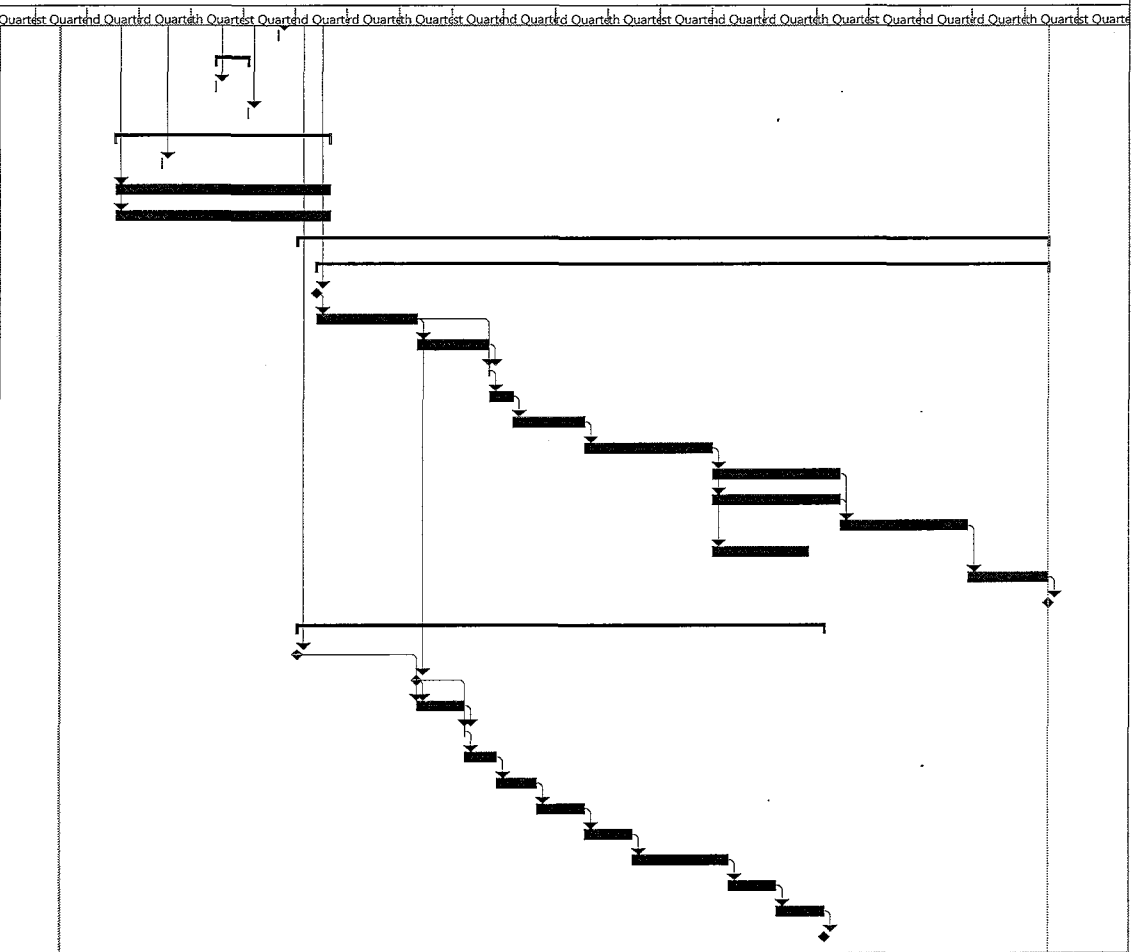
Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
144	Task 10 - Construction Cost Estimates	208 days																					
145	30% design estimate	14 days																					
146	Prepare 30% estimate	10 days																					
147	Internal review of estimate	3 days																					
148	Submit 30% estimate	1 day																					
149	Package 1 Cost estimate	120 days																					
150	Prepare 60% estimate	10 days																					
151	Internal review of estimate	3 days																					
152	Submit 60% estimate	1 day																					
153	Prepare 100% estimate	10 days																					
154	Internal review of estimate	3 days																					
155	Submit 100% Bid estimate	1 day																					
156	Prepare Final estimate	10 days																					
157	Internal review of estimate	3 days																					
158	Submit Final Bid estimate	1 day																					
159	Package 2 Cost estimate	117 days																					
160	Prepare 60% estimate	10 days																					
161	Internal review of estimate	3 days																					
162	Submit 60% estimate	1 day																					
163	Prepare 100% estimate	10 days																					
164	Internal review of estimate	3 days																					
165	Submit 100% Bid estimate	1 day																					
166	Prepare Final estimate	10 days																					
167	Internal review of estimate	3 days																					
168	Submit Final Bid estimate	1 day																					
169	Task 11 - Permitting	262 days																					
170	Task 11.1 - Permit Work Plan and Schedule	16 days																					
171	Prepare permit work plan and schedule	15 days																					
172	Submit permit work plan and schedule	1 day																					
173	Task 11.2 - Permit Applications and Technical Documents	205 days																					
174	Storm Water Protection Plan	132 days																					
175	SD Air Pollution Control District Authority to Construct	106 days																					
176	SD Air Pollution Control District Authority to Operate	0 days																					
177	Task 11.3 - Coordination and Agency Interaction	262 days																					
178	Task 12 - Operations and Maintenance	146 days																					
179	Task 12.1 - Operations and Maintenance Engagement	146 days																					
180	30% O&M meeting	1 day																					
181	Package 1	59 days																					
182	60% O&M meeting	1 day																					

Project: 021417_SDMBC_Detailed Sch Date: Tue 2/14/17	Task		Project Summary		Manual Task		Start-only		Deadline	
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Design of North City MBC Improvements Time Schedule

ID	Task Name	Duration	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
183	100% O&M meeting	1 day																					
184	Package 2	41 days																					
185	60% O&M meeting	1 day																					
186	100% O&M meeting	1 day																					
187	Task 13 - Risk Management	270 days																					
188	Task 13.1 Risk Management Workshop	1 day																					
189	Task 13.2 - Risk Register Updates	270 days																					
190	Task 14 - Quality Management	270 days																					
191	MBC Project Construction Schedule	940 days																					
192	Package 1 - Metropolitan Biosolids Center Improvements	917 days																					
193	Contract Document Ready For Bidding	0 days																					
194	CEQA/EIR approval	126 days																					
195	Bidding Period and Award	90 days																					
196	Improvements NTP	1 day																					
197	Mobilization	30 days																					
198	Approved Submittals	90 days																					
199	Procurement	160 days																					
200	Grit Facility	160 days																					
201	Thickening Centrifuges	160 days																					
202	Digester Improvements	160 days																					
203	Utilities	120 days																					
204	Commissioning	100 days																					
205	Substantial Completion	0 days																					
206	Package 2 - NCWRP Valve Vault	660 days																					
207	Contract Document Ready For Bidding	0 days																					
208	CEQA/EIR approval	0 days																					
209	Bidding Period and Award	60 days																					
210	NCWRP Valve Vault NTP	1 day																					
211	Mobilization	40 days																					
212	Approved Submittals	50 days																					
213	Procurement	60 days																					
214	Excavation, Piping	60 days																					
215	Vault Construction	120 days																					
216	Mech, Elec, I&C	60 days																					
217	Testing, Commissioning	60 days																					
218	Substantial Completion	0 days																					



Project: 021417_SDMBC_Detailed Sch Date: Tue 2/14/17	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
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EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and 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. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

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, gender expression, gender identity, 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 BB) 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 all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- 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. Maintaining Participation Levels.

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (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, a 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 that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. 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 that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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 that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VII. Certifications.

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. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

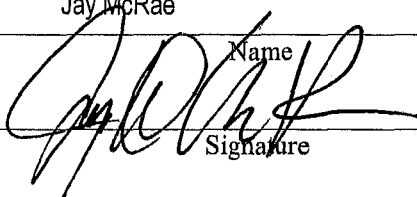
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant 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
		Please See Attached			

Consultant Name CH2M HILL Engineers,

Inc. Certified By Jay McRae Title Vice President

Name

Signature

Date 3/2/17

USE ADDITIONAL FORMS AS NECESSARY

CH2M HILL Engineers, Inc.

Agency Charges and Litigation Claims from December 3, 2003 to Present

CH2M HILL Engineers, Inc. is disclosing the following discrimination complaints that were filed or are pending against CH2M HILL Engineers, Inc. in any court or administrative proceeding for which it has records in which it is alleged that CH2M HILL Engineers, Inc. has engaged in discrimination against any of its employees, subcontractors, vendors or suppliers. The information provided is from what the company has on file from the period of time that CH2M HILL Companies, Ltd. acquired Lockwood Greene Engineers, Inc. in December 2003. Upon acquisition, the legal entity was named Lockwood Greene Engineers, Inc., which was later name changed in August 2007 to CH2M HILL Engineers, Inc., which is the proposing entity. Since CH2M HILL Companies, Ltd. only acquired assets (and not liabilities) associated with Lockwood Greene Engineers, Inc., the company is not able to provide any responsive information pre-dating December 3, 2003. CH2M HILL Engineers, Inc. is not aware of any other agency or court actions not listed below, and to the extent any such matters existed, they were either resolved without agency action or litigation, dismissed by an agency or court, or otherwise disposed of without any findings or admissions of wrongdoing by CH2M HILL Engineers, Inc.

Date of Claim	Location of Claim	Brief Description Of Claim	Litigation (Y/N)	Current Status	Remedial Action Taken (if any)
2004	EEOC Charge, South Carolina	Racial discrimination claim.	N	Matter settled. No admission of wrongdoing by Lockwood Greene Engineers, Inc. and no remedial actions required or necessary.	No remedial action necessary or required.
2006	EEOC Charge, Missouri	Pay discrimination, Title VII, and the Americans with Disabilities Act claims.	N	Matter is closed. EEOC dismissed complainant's Charge in November 2006. Complainant did not further pursue the matter.	No remedial action necessary or required.
2008	U.S. District Court, Pennsylvania	Age discrimination claim.	Y	Matter settled. No admission of wrongdoing by CH2M HILL Engineers, Inc.	No remedial action necessary or required.
2008	EEOC Charge, Georgia	Americans with Disabilities Act discrimination claim associated with termination of employment in March 2008.	N	Matter is closed. The EEOC dismissed the Charge of Discrimination and complainant did not further pursue the matter.	No remedial action necessary or required.
2009	Oregon Bureau of Labor & Industries Charge, Oregon	Americans with Disability Act and Family Medical Leave Act claims.		Matter is closed. The Oregon BOLI dismissed the Charge in January 2010. Complainant did not further pursue the matter.	No remedial action necessary or required.
2011	EEOC and Miami-Dade County Commission for Human Rights, Florida	Age discrimination claim.	N	Matter is settled. EEOC mediated settlement.	Posting requirement in CH2M Engineers, Inc.'s South Florida offices of the company's anti-harassment policy and training on ADEA for employees in South Florida operations.

Date of Claim	Location of Claim	Brief Description Of Claim	Litigation (Y/N)	Current Status	Remedial Action Taken (if any)
2011	EEOC Charge, Georgia/Alabama	Pay and gender discrimination claims.	N	Matter settled. EEOC mediation, with no change in complainant's pay or work status.	No remedial action necessary or required.
2012	EEOC Charge, Colorado	Americans with Disabilities Act	N	EEOC dismissed the Charge in April 2015.	No remedial action necessary or required.
2012	EEOC Charge, Washington	Gender discrimination claim.	N	Matter settled. No admission of wrongdoing by CH2M HILL Engineers, Inc.	No remedial action necessary or required.
2013	State Court, Oregon	Male gender discrimination and Family Medical Leave Act claims.	Y	Matter settled. No admission of wrongdoing by CH2M HILL Engineers, Inc.	No remedial action necessary or required.
2013	EEOC and Oregon BOLI Charges, Oregon	Gender discrimination.	N	Matter settled. No admission of wrongdoing by CH2M HILL Engineers, Inc.	No remedial action necessary or required.
2013	EEOC Charge, Colorado	Americans with Disabilities Act d	N	Matter remains pending with the EEOC.	N/A
2013	EEOC Charge, Georgia	Race discrimination claim.	N	Matter settled. No admission of wrongdoing by CH2M HILL Engineers, Inc.	No remedial action necessary or required.
2014	EEOC Charge, Colorado	Americans with Disabilities Act discrimination	N	Matter remains pending with the EEOC.	N/A
2014	EEOC Charge, North Carolina	Age and Americans with Disabilities Act discrimination	N	EEOC dismissed the Charge in March 2016.	No remedial action necessary or required.
2014	ORBOLI Charge, Oregon	Discrimination based on Age and Race	N	Oregon BOLI dismissed the Charge in November 2014.	No remedial action necessary or required.
2014	EEOC Charge, Ohio	Americans with Disabilities Act discrimination	N	The EEOC dismissed the Charge in February 2015. Complainant did not further pursue the matter.	No remedial action necessary or required.
2015	EEOC Charge, Florida	Race discrimination claim.	N	EEOC Dismissed the Charge December 2015.	N/A
2015	New York Human Rights Charge	New York Human Rights disability discrimination claim.	N	NYHR Commission dismissed the Charge in June 2015.	No remedial action necessary or required.
2015	EEOC Charge, Oregon	Americans with Disabilities Act discrimination	N	EEOC dismissed the Charge in April 2015.	No remedial action necessary or required.
2016	State Court, Florida	Race discrimination claim.	Y	Matter responding.	N/A



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: CH2M HILL Engineers, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9191 South Jamaica Street

City: Englewood County: Douglas State: CO Zip: 80112

Telephone Number: (303) 771-0900 FAX Number: ()

Name of Company CEO: Jacque Hinman

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

Address: 402 W. Broadway, Suite 1450

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: _____

Type of Business: Engineering Consultant Type of License: Multiple

The Company has appointed: Pamela Murray

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: 9191 South Jamaica Street, Englewood, CO 80112

Telephone Number: (303) 771-0900 FAX Number: () Email: _____

- 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 CH2M HILL Engineers, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 2nd day of March, 2017

Angela S. Vivanco
 (Authorized Signature)

Angela S. Vivanco

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): San Diego (SDO)

COUNTY: San Diego

1. **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, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		4	2					15	7	1	
Professional			2	1	3	1				1	16	13	1	
A&E, Science, Computer														
Technical						1								
Sales														
Administrative Support		2	1									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	4	1	7	4				1	31	21	2	
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Grand Total All Employees 73

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

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

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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: CH2M HILL Engineers, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9191 South Jamaica Street

City: Englewood County: Douglas State: CO Zip: 80112

Telephone Number: (303) 771-0900 FAX Number: ()

Name of Company CEO: Jacque Hinman

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

Address: 402 W. Broadway, Suite 1450

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: _____

Type of Business: Engineering Consultant Type of License: Multiple

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Address: 9191 South Jamaica Street, Englewood, CO 80112

Telephone Number: (303) 771-0900 FAX Number: () Email: _____

- 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 CH2M HILL Engineers, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 2nd day of March, 2017

Angela S. Vivanco

 (Authorized Signature)

Angela S. Vivanco

 (Print Authorized Signature)

OFFICE(S) or BRANCH(ES): Corvallis (CVO) COUNTY Benton County

1. 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:

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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial			1		1							19	7		
Professional			3	2	3	3		1				118	47		
A&E, Science, Computer															
Technical			2		1	1						28	11	2	1
Sales															
Administrative Support			1	4		2						5	16		1
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column			7	6	4	6		1				170	81	2	2
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Grand Total All Employees 279

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

Disabled																1
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Non-Profit Organizations Only:

Board of Directors																
Volunteers																
Artists																



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: CH2M HILL Engineers, Inc.
 AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9191 South Jamaica Street
 City: Englewood County: Douglas State: CO Zip: 80112
 Telephone Number: (303) 771-0900 FAX Number: ()

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Address: 402 W. Broadway, Suite 1450
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- 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 CH2M HILL Engineers, Inc.
 _____ (Firm Name)

San Diego, CA hereby certify that information provided
 _____ (County) _____ (State)

herein is true and correct. This document was executed on this 2nd day of March, 2017

Angela S. Vivanco Angela S. Vivanco
 _____ (Authorized Signature) _____ (Print Authorized Signature)

OFFICE(S) or BRANCH(ES): Denver (DEN) COUNTY Denver

1. 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:

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	5	3	10	6	6	2		1			199	133	3	1
Professional	12	10	22	18	15	16					278	245	7	6
A&E, Science, Computer														
Technical	4	1	8	5	1	2		1			54	23	3	
Sales														
Administrative Support		1	1	15		3		1			13	73	1	5
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	21	15	41	44	22	23		3			544	474	14	12
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Grand Total All Employees	1213
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled				2							2	4	1	1
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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**

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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: CH2M HILL Engineers, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9191 South Jamaica StreetCity: Englewood County: Douglas State: CO Zip: 80112Telephone Number: (303) 771-0900 FAX Number: ()Name of Company CEO: Jacque Hinman

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Address: 402 W. Broadway, Suite 1450City: San Diego County: San Diego State: CA Zip: 92101Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email: _____Type of Business: Engineering Consultant Type of License: MultipleThe Company has appointed: Pamela Murray

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Address: 9191 South Jamaica Street, Englewood, CO 80112Telephone Number: (303) 771-0900 FAX Number: () Email: _____

- 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.

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I, the undersigned representative of CH2M HILL Engineers, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 2nd day of March, 20 17.

Angela S. Vivanco
 (Authorized Signature)

Angela S. Vivanco

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): Seattle (SEA) COUNTY: King County

1. 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
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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		3	2					49	25		1
Professional			2	2	8	11	1				78	38	2	1
A&E, Science, Computer														
Technical		1		1	1	2					14	4		
Sales														
Administrative Support				1	1	2					2	9		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	4	4	13	17	1				143	76	2	4
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Grand Total All Employees 265

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

Disabled											1	1		1
----------	--	--	--	--	--	--	--	--	--	--	---	---	--	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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*
AirX Utility Services, Inc. 2534 East El Norte Parkway, Ste. C Escondido, CA 92027	Potholing	1.2	SLBE, WBE	City of San Diego Supplier Clearinghouse
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical	2.0	SLBE, SBE	City of San Diego DGS Caltrans
Bailey Environmental Associates, LLC 4220 Eastridge Drive La Mesa, CA 91941	Technical Advisor, QA/QC	0.6	ELBE	City of San Diego
Beyaz & Patel, Inc. 16935 West Bernardo Drive, Suite 100 San Diego, CA 92127	Structural Design	2.5	SLBE, MBE, DBE, SBE	City of San Diego County of Los Angeles Caltrans California Dept. of General Services Supplier Clearinghouse
DLM Engineering, Inc. 14220 Sandhill Road Poway, CA 92064	Technical Advisor, QA/QC	0.6	SLBE, SBE	City of San Diego State of California, Small Business MWDSC
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104	CEQA, Permitting	1.0	ELBE, DBE	City of San Diego Dept. of Transp.
Lopez Engineering, Inc. 4295 Gesner Street, Suite 2C San Diego, CA 92117	Electrical	6.5	SLBE, DBE, MBE, SMBE	City of San Diego Caltrans TheNetwork
Manuel Oncina Architects, Inc. 5711 La Jolla Blvd. La Jolla, CA 92037	Architectural	0.6	SLBE, MBE, SBE	City of San Diego Caltrans DGS

				Supplier Clearinghouse
Marum Partnership 4010 Goldfinch St. San Diego, CA 92103	Landscape	0.6	ELBE, WBE	City of San Diego Supplier Clearinghouse
NV5 15092 Avenue of Science, Suite 200 San Diego, CA 92128	Public Outreach/ Stakeholder Support	0.5	OBE	
O'Day Consultants Inc. 2710 Loker Avenue West, Ste 100 Carlsbad, CA 92010	Stormwater/ SWPPP/Traffic Control/Survey	1.6	SLBE, DVBE	City of San Diego State of California DGs
PW Engineering 933 Muirlands Vista Way La Jolla, CA 92037	Design Technical, Advisor, QA/QC	7.5	ELBE	City of San Diego
RF Yeager Engineering 9562 Winter Gardens, Suite D-151 Lakeside, CA, 92040	Corrosion	0.8	SLBE, DVBE	City of San Diego DGS
Total SLBE/ELBE Participation		25.5%		
Total Subconsultant Participation (All Subs)		26.0%		

List of Abbreviations:

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.

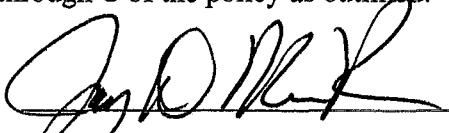
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: City of San Diego Design of Metropolitan Biosolids Center (MBC) Improvements (H176825)

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: CH2M HILL Engineers, 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 Jay McRae
Title Vice President
Date 3/2/17

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.*

1. Department / Board / Commission / Agency Name: City of San Diego
Public Utilities Department
2. Name of Specific Consultant & Company: CH2M Hill Engineers, Inc.
Jay McRae
3. Address, City, State, ZIP 402 W. Broadway, Suite 1450
San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") North City Metropolitan Biosolids Center
(MBC) Improvements
5. Consultant Duties for Project: Consultant shall perform design and
construction support services for the required
upgrades and improvements at the
Metropolitan Biosolids Center.

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.**]



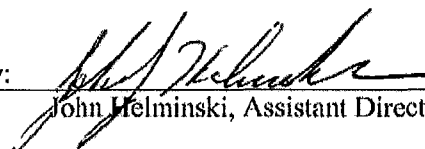
Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- 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

2/21/2017

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

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

CITY OF SAN DIEGO
Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA																								
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																									
3. CITY DEPARTMENT RESPONSIBLE																										
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____																									
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																										
4. Design Phase																										
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																								
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																								
4d. Type of Work (design, study, as-needed services, etc.): _____	4e. Key Design Phase Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">% of Design Phase Completion</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		% of Design Phase Completion	%	%	%	100%	Agreed Delivery Date:	_____	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	_____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Final Construction</td> </tr> <tr> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Completion: _____</td> </tr> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
% of Design Phase Completion	%	%	%	100%																						
Agreed Delivery Date:	_____	_____	_____	_____																						
Actual Delivery Date:	_____	_____	_____	_____																						
Acceptance of Plans/Specs.:	_____	_____	_____	_____																						
Final Construction																										
Est. Completion: _____																										
Actual Completion: _____																										
5. Construction Support																										
5a. Contractor _____ (name and address)		Phone (____) _____																								
5b. Superintendent _____																										
5c. Notice to Proceed _____ (date)	5d. Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																								
5e. Actual Working days _____ (number)																										
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>																										
	Excellent	Satisfactory	Poor																							
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff	<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"/>																							
6b. Overall Rating _____																										
7. AUTHORIZING SIGNATURES																										
7a. Project Manager _____		Date _____																								
7b. Section Head _____		Date _____																								

Section II SPECIFIC RATING									
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA
	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"/>
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"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	NA	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 Diego Design of Metropolitan Biosolids Center (MBC) Improvements (H176825)

B. BIDDER/PROPOSER INFORMATION:

CH2M HILL Engineers, Inc.

Legal Name	DBA		
402 W. Broadway, Suite 1450	San Diego	CA	92101
Street Address	City	State	Zip
Richard Pyle, Vice President	(619) 687-0110	(619) 687-0110	
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: 11 / 26/ 2003 State of Incorporation: Delaware

List corporation's current officers: President: Frank C. Gross, Jr.

Vice Pres: James Doyna

Secretary: Sarah K. Hilty

Treasurer: Steven Matthews

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?

Yes **No**

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: Wells Fargo Bank

Point of Contact: Randall J. Schmidt, Vice President

Address: MAC C7300-081, 1700 Lincoln Street, Denver, CO 80203

Phone Number (303) 863-6033

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: Tres Rios Water Reclamation Facility, Pima County Regional Wastewater Reclamation District Contact

Contact Name and Phone Number: John Sherlock, Deputy Director (520) 419-4850

Contact Email: John.Sherlock@pima.gov

Address: 8th Floor 85701, 201 N. Stone Avenue, Tucson, AZ 85701

Contract Date: Completed December 2014

Contract Amount: \$212 million

Requirements of Contract: Design and Construction Management of 50 mgd WRP

Company Name: North Las Vegas Water Reclamation Facility, City of North Las Vegas, Nevada

Contact Name and Phone Number: Reed Scheppmann, Utilities Director (630) 800-5260

Contact Email: rtschep@icloud.com

Address: 2250 Las Vegas Blvd. North, North Las Vegas, NV 89030

Contract Date: Completed 2011

Contract Amount: \$232 million

Requirements of Contract: Project Management and Facilities Design of 25 mgd WRP, expandable to 50 mgd

Company Name: DC Water and Sewer Authority

Contact Name and Phone Number: Salll Kharkar, PE (202) 787-4146 (work), (202) 812-0013 (cell)

Contact Email: skharkar@dcwater.com

Address: 5000 Overlook Avenue, SW, Washington, DC 20032

Contract Date: January 2011 – March 2015

Contract Amount: \$8 million

Requirements of Contract: Design of the final dewatering facilities for the Blue Plains Advanced Wastewater Treatment Plant's new solids handling system (Note that team member Dave Perry led design of biosolids system for same facility/project while at another plant).

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: AirX Utility Surveyors

Contact Name and Phone Number: Andy Law (760) 480-2347 x 108

Contact Email: alaw@airxus.com

Address: 2534 East El Norte Parkway, Ste. C, Escondido, CA 92027

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: Potholing

What portion of work will be assigned to this subcontractor: 1.2%

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: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Tiong J. Leim, President

Contact Email: Tj_liem@alliedgeo.org

Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: Geotechnical

What portion of work will be assigned to this subcontractor: 2.0%

Is the Subcontractor a certified ELBE SLBE, 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: Not Applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

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 ____ / ____ / ____.

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.

Jay McRae, Vice President
Name and Title


Signature

3/2/17
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.

Company Name: Bailey Environmental Associates, LLC
Contact Name and Phone Number: Harold Bailey, Ph.D., P.E (619) 850-9645
Contact Email: hbailey@baileyenvironmental.com
Address: 4220 Eastridge Drive, La Mesa, CA 91941
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Technical Advisor, QA/QC
What portion of work will be assigned to this subcontractor: 0.6%
Is this Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

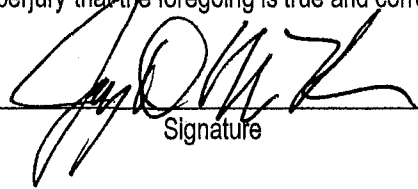
Company Name: Beyaz & Patel
Contact Name and Phone Number: Subhash S. Patel, PE, SE, President (858) 451-0374
Contact Email: spatel@beyazpatel.com
Address: 16935 West Bernardo Drive, Suite 100, San Diego, CA 92127
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Structural
What portion of work will be assigned to this subcontractor: 2.5%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: DLM Engineering, Inc.
Contact Name and Phone Number: Don MacFarlane (858) 414-7801
Contact Email: dimengineering@yahoo.com
Address: 14220 Sandhill Road, Poway, CA 92064
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Technical Advisor/QA/QC
What portion of work will be assigned to this subcontractor: 0.6%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

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.

Jay McRae, Vice President

Print Name, Title



Signature

3/2/17

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.

Company Name: Hon Consulting, Inc.
Contact Name and Phone Number: Katherine Hon, President (619) 294-8990
Contact Email: khon@honconsultinginc.com
Address: 2226 Dwight Street, San Diego, CA 92104
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: CEQA, Permitting
What portion of work will be assigned to this subcontractor: 1.0%
Is this Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: Lopez Engineering, Inc.
Contact Name and Phone Number: Jay Lopez, P.E., President (619) 922-5658
Contact Email: jjlopez@lopezengineering.com
Address: 4295 Gesner Street, Suite 2C, San Diego, CA 92117
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Electrical
What portion of work will be assigned to this subcontractor: 6.5%
Is this Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: Manuel Oncina Architects, Inc.
Contact Name and Phone Number: Manuel Oncina, Principal (858) 459-1221 x 110
Contact Email: moncina@oncinaarc.com
Address: 5711 La Jolla Blvd., La Jolla, CA 92037
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Architectural
What portion of work will be assigned to this subcontractor: 0.6%
Is this Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

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.

Jay McRae, Vice President

Print Name, Title


Signature

3/2/17
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.

Company Name: Marum Partnership Landscape Architecture
Contact Name and Phone Number: Marian Marum, Principal (619) 992-9533
Contact Email: marian@marumpartnership.com
Address: 4010 Goldfinch Street, San Diego, CA 92103
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Landscape
What portion of work will be assigned to this subcontractor: 0.6%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

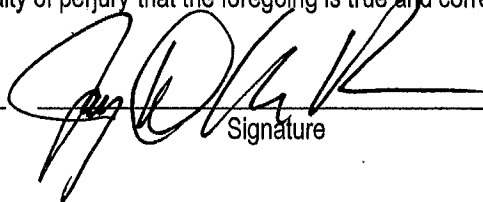
Company Name: NV5.
Contact Name and Phone Number: Carmen Kasner, P.E., Regional Chief Executive (858) 385-2131
Contact Email: Carmen.Kasner@nv5.com
Address: 15092 Avenue of Science, Suite 200, San Diego, CA 92128
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Public Outreach/ Stakeholder Support
What portion of work will be assigned to this subcontractor: 0.5%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: O'Day Consultants, Inc.
Contact Name and Phone Number: Keith Hansen, PE, QSD, QSP, Project Manager (760) 931-7700 ext. 203 Contact Email: keithh@odayconsultants.com
Address: 2710 Loker Avenue West, Ste. 100, Carlsbad, CA 92010
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Stormwater/ SWPPP/Traffic Control/Survey (if needed)
What portion of work will be assigned to this subcontractor: 1.6%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

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.

Jay McRae, Vice President

Print Name, Title



Signature

3/2/17

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.

Company Name: PW Engineering.
Contact Name and Phone Number: Pete Wong (858) 334-6347
Contact Email: pwong.pwe@gmail.com
Address: 933 Muirlands Vista Way, La Jolla, CA 92307
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Design Technical Advisor, QA/QC
What portion of work will be assigned to this subcontractor: 7.5%
Is this Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) **Yes** No

Company Name: RF Yeager Engineering, Inc.
Contract Name and Phone Number: Richard F. Yeager Jr., PE, Principal Corrosion Engineer (619) 647-6265
Contract Email: RFYeager@RFYeager.com
Address: 9562 Winter Gardens, Suite D-151, Lakeside, CA 92040
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Corrosion
What portion of work will be assigned to this subcontractor: 0.8%
Is this Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE or OBE? (Circle One) **Yes** or No

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.

Jay McRae, Vice President

Print Name, Title



Signature

3/2/17

Date

**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.

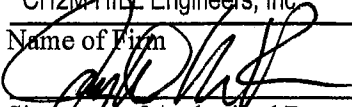
General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California 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.

CH2M HILL Engineers, Inc

 Name of Firm


 Signature of Authorized Representative
 Jay McRae

 Printed/Typed Name
 3/2/17

 Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: City of San Diego Design of Metropolitan Biosolids Center (MBC) Improvements (H176825)

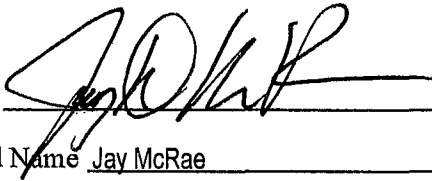
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

CH2M HILL Engineers, 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 Jay McRae

Title Vice President