

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
AECOM TECHNICAL SERVICES, INC.**

**FOR
DESIGN OF MORENA PUMP STATION AND
CONVEYANCE SYSTEM**

CONTRACT NUMBER: H166635

R 310735

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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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND AECOM TECHNICAL SERVICES, INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and AECOM Technical Services, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Morena Pump Station and Conveyance System (H166635) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

ARTICLE II 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, it shall be effective until completion of the Scope of Services or November 6, 2021; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$15,875,255. The compensation for the Scope of Services shall not exceed \$14,432,050 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$1,443,205. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

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

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Total Not to Exceed Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$9,045,143
2	From 9/1/2017 through completion of the Agreement	\$4,227,920
3	From 9/1/2018 through completion of Agreement	\$437,624
4	From 9/1/2019 through completion of Agreement	\$649,801
5	From 9/1/20 through completion of Agreement	\$1,264,767
6	From 9/1/21 through completion of Agreement	\$250,000
Total		\$15,875,255

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$8,222,857	\$822,286	\$9,045,143
2	\$3,843,564	\$384,356	\$4,227,920
3	\$397,840	\$39,784	\$437,624
4	\$590,728	\$59,073	\$649,801
5	\$1,149,788	\$114,979	\$1,264,767
6	\$227,273	\$22,727	\$250,000
Total	\$14,432,050	\$1,443,205	\$15,875,255

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional 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 RESERVED.

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 Laila Nasrawi, MS 901A, 9192 Topaz Way, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: AECOM Technical Services, Inc., 401 West A Street, Suite 1200, 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: Joseph Long [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.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 310735, authorizing such execution, and by the Design Professional pursuant to AECOM Technical Services, Inc.'s signature authority document.

Dated this 3 day of DEC, 2016.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature]
Scott Chadwick
Chief Operating Officer
Office of the COO

I HEREBY CERTIFY I can legally bind AECOM Technical Services, Inc., and that I have read all of this Agreement, this 26th day of July, 2016.

By [Signature]
Edward Othmer
Vice President, AECOM Southern California
Water Business Line

I HEREBY APPROVE the form of the foregoing Agreement this 9th day of December, 2016.

JAN I. GOLDSMITH, City Attorney

By [Signature]
Christine Leone
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

FOR THE

DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM (H166635)

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DETAILED SCOPE OF SERVICES

FOR THE

DESIGN OF MORENA PUMP STATION AND PIPELINES (H166635)

PHASE A – DESIGN

GENERAL:

This Design Scope of Services defines the extent of the CONSULTANT engineering services needed for the Morena Pump Station and Pipelines which includes: Morena Pump Station, Wastewater (WW) Force main and Brine conveyance pipeline (Project). The Project includes the design of the following facilities:

- Design of Wastewater Diversion from four Sewer pipelines
- Design of approximately 10.5 Miles of 48-inch diameter wastewater force main
- Design of approximately 10.5 miles of 24-inch diameter brine conveyance pipeline
- Design of a Wastewater Pump Station
- Design of Odor Control System
- Design of any other pertinences as specified in the 10% pre-design report
- Design of approximately 3.5 miles of 36-inch diameter water pipeline
- Design of approximately 3.7 miles of 16-inch diameter distribution pipeline

The CITY has prepared a 10% Engineering Design Report dated March 2016 related to Morena Pump Station, WW Force main and Brine Conveyance that resolved majority of the issues that will have significant impacts on the project. In addition, a planning report for the 36-inch and the 16-inch diameter pipeline are downloaded into the file transfer protocol (FTP) site listed below. Preliminary community input has been incorporated by the CITY as critical elements in the development of the Report. It is expected that community input should continue during the design process. The 10% Engineering Design Report along with the Program Guidelines, Water and Sewer design guidelines and Standards Specifications for Public Works Construction 2015 edition will define the scope of work for the detailed design activities.

The CONSULTANT is required to perform all necessary studies, environmental reviews and to secure all necessary approvals to finalize the project design presented in the pre-design report. Public Utilities Department (PUD) Environmental Section is responsible for studies and environmental compliance (CEQA/NEPA) and environmental regulatory permits for project. PUD Environmental Section will work closely with CONSULTANT during design.

This scope of services defines more specifically the level of effort to be undertaken to advance the 10 % design report to 100% design level. The design proposal should be based on a fourteen (14) month design schedule. Details of the project and planning report may be downloaded from the following link:

<ftp://ftp.sannet.gov/OUT/Morena%20PS-WW%20FM%20and%20Brine%20Conveyance%20Draft%2010%25>

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 electronically and hard copies 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.

TASK 1 CITY MANAGEMENT SUPPORT

Provide management and technical support to the CITY in the execution of this Project and provide a continuous presence in San Diego by technical design management personnel during the design process. The CONSULTANT shall prepare a Project Execution Plan (PXP) that is specific to the Morena Pump Station, WW Force main and Brine conveyance pipeline. The PXP must follow industry best practices and must include a detailed Quality Assurance/Quality Control (QA/QC) plan.

The CONSULTANT must attend meetings as requested by the CITY and coordinate the preparation of supporting materials as required. Coordination meetings and deliverables are identified in the subsequent subtasks and elsewhere throughout this scope of services. Some of the support and coordination required include:

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

1.1 PROGRESS MEETINGS AND REPORT

CONSULTANT shall prepare the meeting agenda and attend a maximum of two (2) meetings per month for project status report meetings and four (4) comment resolution meetings (at 30%, 60%, 90% and 100% design) with the CITY personnel in the Public Utilities Department offices. Prepare and submit five (5) days in advance of the meeting, technical memorandum on key issues (and monthly status report) to be addressed at the meetings. Provide technical representation at the meetings to respond to CITY questions on the key issues. Provide meeting minutes to the CITY within five (5) working days of the meeting. All meetings must be attended by the CONSULTANT's Project Manager, and operation and maintenance staff (O&M). O&M staff will provide their input during monthly meeting.

Monthly Meeting topics will include:

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

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

PROJECT STATUS REPORTS

CONSULTANT shall 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 (10 copies each)

- Monthly Meeting Agendas
- Draft Monthly Design Review Meeting Minutes
- Final Monthly Design Review Meeting Minutes
- Monthly Project Status Reports

1.2 SCHEDULING/ENGINEERING AND COST MONITORING

Prepare and maintain a project specific schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables. The CONSULTANT shall coordinate the development of the schedule with the CITY to have the schedule be compatible with the City Cost/Schedule Control System (C/SCS) and the Pure Water Project Controls practices, committed milestone dates, and coordination with other projects. The schedule shall be updated monthly and be provided as an appendix to the monthly progress report. The schedule must show design completion 14 months after the Notice to Proceed (NTP) date.

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

DELIVERABLES (1 copy)

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

1.3 RECORDS MANAGEMENT

The CONSULTANT shall maintain a Document Control System that is compatible with City Public Utilities Records Management Document Control System. CONSULTANT shall adhere to the PMP Document Management protocols. In addition to submitting electronic and hard copies the **CONSULTANT is required to use the Pure Water Program Portal to store ALL deliverables electronically.**

1.4 COORDINATION WITH OTHER CITY PROJECTS AND OTHER AGENCIES

This project is an integral part of a large water supply system and will require coordination and design interface with other PUD projects and other Agencies. This subtask is based on coordination with other projects and agencies identified in the 10% Engineering Design Report and other Planning Documents.

The CONSULTANT shall coordinate flow rates, pressure and material requirements with Consultants of related projects. The 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.

The CONSULTANT shall coordinate with the Consultant for the North City Water Reclamation Plant Expansion project as well as the Consultant of the Advanced Water Purification Facility (AWPF) to obtain final alignment of the brine line within the AWPF Facility. CONSULTANT shall also coordinate Architectural issues, Electrical Power Distribution issues, Distribution Control System Coordination, phone and plant security issues including interfaces, Public Art Incorporation issues, Construction Staging and Contractor's limits. CONSULTANT shall coordinate with the Alvarado 2nd extension project and all other Public works projects that interface with the alignment of the Morena Pumpstation, WW force main and brine conveyance project.

This task includes necessary meetings, field trips, minor engineering revisions, and all other activities, which are required to provide a full coordination effort to make the facility operational and functional. The level of effort for coordination with the Consultant for the NCWRP and AWPF and other Consultants shall include up to thirteen (13) meetings, four (4) hours each and attended by one (1) person.

1.5 KICKOFF MEETING

The CITY shall conduct two (2) meetings (one with predesigner, one with operations) three (3) hours each meeting and the CONSULTANT shall commit the following personnel to attend:

- An Officer of the CONSULTANT's firm
- The Project Manager of the CONSULTANT's firm
- The Major Task Leaders (not to exceed two (2) staff), and
- A Representative from each Major Sub-consultant

DELIVERABLES

- Draft Kickoff Meeting Agenda (20 copies)
- Final Kickoff Meeting Agenda (20 copies)
- Draft Meeting Minutes submitted to Project Manager within two (2) days of meeting (20 copies)
- Final Meeting Minutes within two (2) days of receiving City comments (20 copies).

TASK 2 NOT IN CONTRACT (NIC)

TASK 3 PUBLIC INFORMATION PROGRAM ASSISTANCE

Where City employees can and currently do perform the services/scope of work identified in this section, consistent with their classification, they will continue to do so. The services/scope of work listed in this section is not intended to take away any City employees' work.

The CONSULTANT will support the established Project Public Outreach Program (PPOP) that is contracted by PUD to others. An important and time-intensive element of the PPOP support is the attendance at public presentations for technical personnel who can address the complicated issues of the project design and associated impacts. With the high potential for public concern regarding this project, such public meetings are anticipated, as described in the following Tasks. In addition to graphic displays by Architect, CONSULTANT shall plot and mount progress engineering drawings.

3.1 IDENTIFY FOCUS GROUP, COMMUNITY GROUPS AND IMPACTED COMMUNITIES

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

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

3.2 ATTEND FOCUS GROUP MEETINGS

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

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

- Four (4) meetings, and
- Two (2) persons attending per meeting, four (4) hours per meetings The CONSULTANT'S Traffic Engineer will attend two (2) meetings.

DELIVERABLES

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

3.3 ATTENDANCE AT AND PREPARATION FOR PUBLIC INFORMATION MEETINGS

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

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

- Six (6) meetings, and
- Two (2) persons attending per meeting.

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

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

DELIVERABLES

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

3.4 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW (NIC)

TASK 4 ENVIRONMENTAL IMPACT REPORT AND MITIGATED NEGATIVE DECLARATION

The Environmental Impact Report (EIR) for the Morena Pump Station, WW Force main and Brine conveyance pipeline and mitigated negative declaration (MND) for the 36" and 16" water mains will be prepared by others. The CONSULTANT is required to provide coordination time and deliverables, including technical support for alternative conveyance alignment, in support of the environmental documentation. CONSULTANT shall provide all needed information to support Project Specific EIR and MND preparation by others. Information shall be provided in a timely manner to meet completion of EIR and MND and to allow the City to meet its' goals. The CONSULTANT shall prepared the Environmental information as one package for the EIR and another for the MND.

4.1 EIR Support Services

In support of the development of the EIR for the Morena Pump Station, Wastewater Force Main and Brine Conveyance Pipeline, The CONSULTANT shall execute the following services and provide a construction data report (PDSS form) at every design submittal to the City and City's EIR Preparation Team (Project Delivery Packages A, B-1, B-2, and B-3 inclusive):

- Provide assistance to the EIR Preparation Team in the development of an overall project description inclusive of the Morena Pump Station, Wastewater Force Main and Brine Conveyance pipeline. The CONSULTANT will provide an overall layout of the project, describe potential construction methods to be implemented as part of the overall construction activities that may pose a temporary impact, and provide a description of the permanent facilities that may pose a permanent impact to the project area.
- The CONSULTANT shall prepare a construction activities analysis that estimates the planned construction equipment requirements, estimated truck trips to and from the project site(s) and estimate the haul route distances for the disposal excavated soils and materials from the site(s).
- The CONSULTANT will identify potential noise mitigation measures that will be implemented as part of the construction of the Morena Pump Station and adjacent to critical noise receptors along the proposed pipeline routes.
- The CONSULTANT will identify Post-Construction noise mitigation measures that will be implemented and incorporated into the design of the Morena Pump Station.
- The CONSULTANT will identify planned field activities associated with the Operation and Maintenance of the Morena Pump Station to estimate the number of vehicle trips for analysis of impacts.

The CONSULTANT will not provide a noise impact study for the alignments along the proposed Wastewater Force Main and Brine Conveyance Pipeline

4.2 MND Support Services

In support of the development of the MND for the 36"/16" Watermains, The CONSULTANT shall execute the following services and provide a construction data report to the City and City's MND Preparation Team (Project Delivery Package C):

- The CONSULTANT will provide assistance to the MND Preparation Team in the development of an overall project description inclusive of the 36"/16" Watermains. The CONSULTANT will provide an overall layout of the project, describe potential construction methods to be implemented as part of the overall construction activities that may pose a temporary impact, and provide a description of the permanent facilities that may pose a permanent impact to the project area.

- The CONSULTANT shall prepare a construction activities analysis that estimates the planned construction equipment requirements, estimated truck trips to and from the project site(s) and estimate the haul route distances for the disposal excavated soils and materials from the site(s).
- The CONSULTANT will identify potential noise mitigation measures that will be implemented as part of the construction of the adjacent to critical noise receptors along the proposed pipeline routes.
- The CONSULTANT will identify Post-Construction noise mitigation measures that will be implemented and incorporated into the design of the 36"/16" Watermains.
- The CONSULTANT will identify planned field activities associated with the Operation and Maintenance of the 36"/16" Watermains to estimate the number of vehicle trips for analysis of impacts. The CONSULTANT will not provide a noise impact study for the alignments along the proposed Watermains.

TASK 5 INVESTIGATIONS

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

5.1 PROPERTY ACQUISITION ASSISTANCE

The CONSULTANT shall supply drawings and legal descriptions to the CITY, for an estimated 13 separate parcels. CONSULTANT to validate and finalize the list of properties to be acquired and provide necessary drawings to support property acquisition.

DELIVERABLES

- Drawings outlining exact areas to be acquired and any documentation required to support appraisal and acquisition activities done by others

5.2 GEOTECHNICAL INVESTIGATION

Perform geotechnical and environmental investigations and prepare reports that comply with City of San Diego, Guidelines for Geotechnical Reports (Development Services, 2011) as appropriate for the Morena Pump Station, WW Force main and Brine conveyance pipeline and 36 inch and 16 inch water main. 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 or engineering geologist, and shall consider the various construction methods that may be utilized (open cut, horizontal directional drill, micro-tunnel, auger bore, tunnel boring machine (TBM) etc.). For work within Caltrans Right of Way (ROW) the minimum requirements as stated in Caltrans guidelines shall apply. The CONSULTANT's anticipated required numbers of borings are shown on Table 5.

Prior to any soil boring or ground disturbance, appropriate environmental clearance shall be required. All efforts will be made to designate borings in developed areas, however, in

the event this is not feasible and should it be determined that environmental clearances are required, CONSULTANT will develop a supplemental scope and budget to perform the processes and submittals outlined for ministerial approval (Process One) in the City's Information Bulletin 511 "Public Projects Site Reconnaissance and Testing" or other environmental clearance process as directed by the CITY.

The CONSULTANT shall notify Underground Service Alert (USA) and request utilities mark-outs prior to advancing borings. CONSULTANT shall not be responsible for damage to utilities that are not properly marked out by USA.

The CONSULTANT will perform borings in the public ROW or other city owned land. Monitoring wells and/or piezometers will not be installed in CONSULTANT's borings located in the ROW. Should it be determined that monitoring wells are required in the ROW, CONSULTANT will develop a supplemental scope and budget to perform this work.

The CITY will provide access to the Morena Pump Station property as required for CONSULTANT's borings and monitoring wells. Should it be determined that groundwater from CONSULTANT's monitoring wells would require treatment prior to discharge to the city storm sewer, CONSULTANT will develop a supplemental scope and budget to perform the work. The CONTRACTOR will be responsible for proper abandonment of monitoring wells installed by CONSULTANT at the pump station.

A Phase I Environmental Site Assessment report was conducted as part of the 10% Engineering Design Report for Morena Pump Station and Pipelines.

The CONSULTANT shall be responsible for obtaining the required boring and well permits, and disposing of non-hazardous soil and water samples in accordance with existing regulations including those of the Regional Water Quality Control Board and the County Department of Environmental Health Services. The fees for disposal of contaminated soil and water samples (if any), will be negotiated at a later date. If during the course of the geotechnical investigation it is believed that soil or groundwater is contaminated due to odor or for other pertinent reasons, the CONSULTANT will perform limited testing of soil cuttings for disposal. Disposal fees for contaminated soil and/or groundwater would be negotiated at that time. The CITY will assist the CONSULTANT with providing temporary storage within 1 mile of the project for 55-gallon drums of soil drill cuttings for up to 90 days.

The CONSULTANT shall perform an Earthquake Fault Rupture Hazard Investigation and Report in accordance with City of San Diego Guidelines (City of San Diego, Guidelines for Geotechnical Reports, Appendix D, Technical Guidelines for Fault-Rupture Hazard Reports, 2011). CONSULTANT's field investigation shall include closely spaced subsurface explorations to investigate possible faulting at the Morena pump station. Should it be determined that additional investigations are required to further investigate faulting, CONSULTANT will develop a supplemental scope and budget to perform this work.

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

The CONSULTANT shall prepare a Geotechnical Baseline Report for the tunneled and trenchless pipeline reaches in accordance with American Society Civil Engineers guidelines ("Geotechnical Baseline Reports for Construction", ASCE, 2007).

A geological/geotechnical map shall be prepared in accordance with City of San Diego Guidelines (2011). It shall include all borings at the Morena Pump Station and along Conveyance System alignments identified (including those available from the City from past investigations) and geologic conditions in accordance with the Guidelines. The CONSULTANT shall provide geologic maps of the selected alignment, showing current investigation findings as well as information from past investigations. A geologic cross section should also be provided along the alignment. The CITY will provide copies of borings from past investigations prior to CONSULTANT's investigation.

DELIVERABLES

- Draft Geotechnical Design and Data Report (10 copies each)
- Final Geotechnical Design and Data Report (10 copies each)
- Draft and Final Fault Rupture Hazard Investigation Report (10 copies)
- Draft and Final Geotechnical Baseline Report (10 copies)
- Geological/Geotechnical Maps(s) (10 copies each)

5.3 CORROSION SURVEY AND STRAY CURRENT REPORT

The following section outlines the requirements for corrosion control of the proposed WW force main and Brine Conveyance pipeline

Basic Design Requirements

- 1) Design an impressed current cathodic protection (ICCP) system for the pipeline consisting of multiple deep anode groundbeds and air cooled, manually controlled, rectifiers installed in the standard City of San Diego free standing enclosure. All rectifier/enclosure assemblies shall have GPS synchronizable interruption capability compatible with the existing City of San Diego/American Innovations MicroMax GPS 80 controllers.
 - a) Deep anode groundbeds are the most desirable type of CP groundbed by the City Public Utilities Department Water System Operations Division. The Consultant shall perform either seismic refraction or ReMi geophysical surveys to a minimum

EXHIBIT A

depth of 150 feet to identify areas along the pipeline alignment that may contain shallow bedrock and identify suitable locations for drilling the 150 foot deep anode groundbeds. Areas of shallow bedrock should be avoided for the installation of rectifiers and anode groundbeds whenever possible.

- b) The CP system shall be designed for a steel pipeline with a dielectric tape coating and cement-mortar overcoat. The tape coating shall be in accordance with AWWA C214 and the cement mortar overcoat shall be in accordance with AWWA C205. The pipeline shall have fully circumferentially welded joints. Non welded joints shall have joint bond wires installed. The pipeline shall have a cement-mortar lining per AWWA C205.
 - c) The CP system shall be designed to satisfy the -0.850 Volt polarized potential criterion in accordance with NACE SP0169 at all points along its length.
 - d) Prepare and submit CP system design calculations reviewed and certified by a NACE CP-4 Cathodic Protection Specialist and a CP system Basis of Design Report which outlines the design approach and presents the results of any geophysical testing performed.
- 2) The main pipeline shall be electrically segmented along its length using in line electrical isolation devices (e.g. insulated pipe flanges) in order to allow for the use of smaller, more manageable, and operationally flexible CP systems. The use of one continuous CP system design for the entire pipeline will not be allowed.
 - 3) The main pipeline shall be electrically isolated from intermediate pumping stations, connections to existing pipelines and facilities, electrically grounded equipment, and reinforced concrete structures. Design independent galvanic anode or impressed current CP systems for all suction and discharge yard piping associated with the intermediate pumping stations.
 - 4) The main pipeline shall be electrically isolated from any jack and bore steel casings, bridge crossings, and tunnel structures. The designer shall use nonmetallic materials such as casing spacers and rubber pads to avoid adverse electrolysis conditions formed between the steel pipeline and other steel structures.
 - 5) Provide two wire corrosion test stations every 1,000 feet along the pipeline alignment. Additional 4 wire corrosion test stations shall be required at all buried insulated flanges, steel casings, and other pipeline crossings.
 - 6) Provide four wire pipe current span test stations every 5000 feet. Pipe current spans shall be 150 feet long.

- 7) Provide carbon steel corrosion monitoring coupons at test station midway between rectifier locations on multiple rectifier pipeline segments or at the furthest location from a rectifier on single rectifier segments of the Pipeline.

DELIVERABLES

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

TASK 6 DESIGN DEVELOPMENT**6.1 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES**

CONSULTANT will obtain available Record Drawings from all public and private utilities to gather information such as type of utility, material, size, depth, pavement replacement criteria and horizontal location. This includes mainline facilities and service connections for underground utilities such as water, sewer, gas, telephone, electrical, storm drain, T.V. cable, oil and fuel, irrigation, and traffic control systems. Prepare a list of existing utilities and locations of these utilities shall be shown on the plans by the CONSULTANT, including potholing. Field verification (potholing) of existing utilities will be limited to one hundred (100) 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 shall coordinate all utility relocations. CONSULTANT will show the horizontal locations, of overhead and buried utilities, of all known public and private utilities on plan and profiles. CONSULTANT shall include cost estimates for relocated utilities in the Construction Cost Estimate.

CONSULTANT is responsible to prepare ground survey only for the brine main, force main and pump station and supplement the Aerial survey provided to complete an Aerial survey for the whole project. A ground survey for the 16-inch and 36-inch water mains is being performed by City crews.

CONSULTANT shall research and perform field work to develop a Right-of-Way Boundary analysis and document all existing Survey monuments that may be affected by Construction activities. CONSULTANT to provide Boundary, Survey Monuments along with a coordinate list to the City Public Works Field Engineering Division. Survey must comply with the City's CADD standards.

The consultant information must be submitted to the survey section for archiving. The horizontal datum must be based on the NAD83, 1991.35 epoch per ROS 14492. The vertical datum must be based on NGVD 29 vertical datum per the City of San Diego Benchmark book. Working units must be US Survey Feet.

DELIVERABLES

- List of existing utilities that require exact horizontal and vertical locations for final design Pothole list showing pavement and utility elevations,
- Table and maps showing all existing utilities, and those which must be relocated,
- Letter report explaining the method used in obtaining available Record Drawings from public and municipal utilities and oil companies,
- Coordination of all utility relocation,
- Preparation of all utility survey, and
- Boundary, Survey Monuments along with a coordinate list.

6.2 THIRTY PERCENT DESIGN DEVELOPMENT

The task shall include advancement of the information presented in the 10% pre-design reports for the Morena Pump station, WW force main and Brine conveyance pipeline and the planning study for Morena pipeline dated August 2015 to the 30% design completion. Included in the 30% Design Development shall be an update to any design issues or omission from 10 % design report and planning study. The 30% Design shall be in conformance with the State and City policies, such as San Diego Policy 900-14 that addresses LEED Standards, and shall comply with the City standards and CWP Design Guidelines where applicable.

The CITY must provide written authorization to the CONSULTANT before the CONSULTANT can proceed with 60% Design. In order for the City to consider the 30%, 60% and 90% submittals complete, the submittals must meet all the requirements outlined in this scope of services and Table A-1.

The CONSULTANT shall use the Pre-design Report and planning study 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 the CONSULTANT in the course of utilization of the Pre-design document and planning. In this event, the CONSULTANT shall resolve issues with CITY in a timely fashion to complete the Design Development. Resolution of issues raised and their incorporation in the Design Development will be done at no additional cost to the CITY.

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

twenty (20) draft and (20) final technical memorandum and one electronic copy of the final TM.

Thirty Percent Design Development Report. This report will consist of final technical memoranda, which will expand on all previous information presented and shall describe major deviations from the 10% design Report and planning study. The thirty percent report will include design criteria, design flows, and schedule duration. The Report will also include discussions of excavation, tunneling, temporary stockpiling, truck routes, and disposal of excess soil. Also, discussed will be the relative noise, vibration, duration, cost, alignment and construction access requirements for tunneling versus bore and jack versus open cut construction. In addition, the report shall include all calculations and a listing of referenced material supporting the design. Additional items include:

- Description of interface requirements with other projects,
- Hydraulic and engineering calculations, including the hydraulic transient analysis,
- Preliminary layouts for the pump stations, dechlorination facility, reservoir modification, and discharge structure layout, including major equipment, control system and appurtenances,
- Recommendation on long lead time equipment and materials which should be pre-purchased to facilitate project schedule,
- Permanent and construction easement requirements,
- Plans and profiles of pipeline of the selected alignment,
- Horizontal and vertical locations of existing utilities which may affect the project,
- Identification and location of pipeline appurtenances on plans and profile,
- Traffic control concept plan (including trench profiles and traffic volumes),
- Surface restoration concept plan,
- Table of Contents for Contract Documents,
- Basis of Construction Cost Estimate,
- Process and Instrumentation Diagrams (P&ID), and
- Construction schedule and construction sequencing.

In addition to the above list the CONSULTANT shall refer to the 30% Design Checklist for specific design requirements at each submittal stage.

DELIVERABLES

The deliverables for the 30% Thirty Percent Design Development Report shall be sixty (60) bound copies.

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

6.2.1 PIPELINE DESIGN

CONSULTANT will prepare the Force main, Brine Pipeline, and 36" and 16 diameter water mains, including hydraulic analysis, plan and profiles, identify necessary manholes, blow-offs, relief valves, junction structures, air venting, pressure reducing stations, surge protection devices, other appurtenant facilities, Instrumentation, and recommendations for pipe material and joints.

CONSULTANT will provide hydraulic profiles for minimum and maximum flows.

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

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

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

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

The Specifications for the pipelines shall be in conformance with the Standard Specifications for Public Works Construction format.

The CONSULTANT shall comply with the requirements stated in attached checklist at each stage of the design submittals.

6.2.2 PUMP STATION DESIGN

CONSULTANT shall prepare the design for the Pump Station. Design shall include but not limited to the following:

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

The CONSULTANT shall comply with the requirements stated in Table A-1 at each stage of the design submittal.

6.3 IDENTIFY CONSTRUCTION STAGING AREAS

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

CONSULTANT will prepare and submit a draft and final (TM) Technical Memorandum detailing all changes or deviations from the 10% Preliminary Design Report. The CITY will review the draft TM and compile and coordinate all CITY comments into one (1) copy of each memorandum. CONSULTANT shall prepare a final TM by incorporating agreed upon comments.

DELIVERABLES

- Draft TM (10 copies)
- Final TM (10 copies)

6.4 AUTHORIZATION FOR FINAL DESIGN

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 4 hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY'S review process.

TASK 7 FINAL DESIGN

In conformance with the CITY policy to encourage maximum participation of local contractors in the construction of the Morena Pump station, WW force main and Brine conveyance pipeline, and 36" and 16" water mains, the preparation of final drawings and specifications shall be based on construction package strategy. The CONSULTANT shall prepare construction documents for the following construction package:

Morena Pump station, WW force main and Brine conveyance pipeline, and 36" and 16" water mains:

Construction Package A: Morena Pump Station and Influent Piping

Construction Package B-1: Morena Force main and Brine Pipeline from Pump Station to CONSULTANT recommended transition (South Segment).

Construction Package B-2. Morena Force main and Brine Pipeline from CONSULTANT recommended transition to the WRP (North Segment).

Construction Package B- 3. Brine Pipeline from AWPF to trenchless pit in WRP.

Construction Package C: Morena 36" and 16" water mains

*The CONSULTANT shall provide estimate sheet list per package.

The CONSULTANT shall review the construction package breakdown and recommend and implement, after City approval, any changes necessary to meet the project goals.

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

The CONSULTANT shall submit the construction documents for each package, define the limits of each construction package, develop preliminary construction schedule, and define coordination and interfacing among the construction packages as required, at the 60% design, 90% level of final design, 100% design and final design. Final design services shall include preparation of construction drawings and specifications as required for obtaining construction bids for facilities as approved. All Construction packages shall utilize English units.

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

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

7.1 SIXTY PERCENT LEVEL OF FINAL DESIGN

Upon direction by the City, the design CONSULTANT shall advance the 30 percent submittal to the 60 percent level. CONSULTANT shall incorporate agreed upon CITY review comments from the 30 percent submittal. Sixty percent design services shall include preparation of construction drawings and specifications. CONSULTANT shall ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist (Table A-1). It is recognized that electrical, instrumentation and structural drawings will not be as complete as other disciplines.

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

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

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

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% Comment Resolution 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.

DELIVERABLES

- Provide 60 percent drawings and specifications, and
- The 60 percent design deliverable shall be submitted as Twenty (20) hard copies (drawing size will be 11" x 17"). Electronic media shall be in accordance with the City CADD Guidelines.

7.2 NINETY PERCENT LEVEL OF FINAL DESIGN

Upon direction by the City, the design Consultant shall advance the 60 percent submittal to 90 percent level. CONSULTANT shall incorporate agreed upon CITY comments from the 60 percent submittal.

The 90 percent level of final design is a complete set of construction drawings and specifications prepared by the CONSULTANT. CONSULTANT shall ensure the 90% Design includes all applicable criteria listed in the 90% Design Review Checklist (Table A-1).

DELIVERABLES

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

CONSULTANT shall submit the 90% Design to the CITY via hard copy and the Pure Water Program Portal. CITY will review the 90% Design and lead the Design Review Process.

CITY will provide CONSULTANT with one (1) set of consolidated review comments. A 90% 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 submit 90% 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.

CONSULTANT will furnish support for a CITY-led Biddability and Constructability Review of the 90% Design. If requested by CITY, CONSULTANT will attend the Biddability and Constructability Review Meeting. The 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 Biddability and Constructability Review using the Review Comment Log and include approved comments into the Final Design.

DELIVERABLES

- Review Comment Log with Responses to Comments

7.3 ONE HUNDRED PERCENT DESIGN SUBMITTAL

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

DELIVERABLES

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

7.4 FINAL DESIGN SUBMITTAL

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

DELIVERABLES

- Final design drawings and specifications (20) hard copies (bound copies of letter size specification and bound set of half size drawings 11” x 17”),
- Database shall be on Informix,
- The final design deliverables of plans shall be submitted as one set or reproducible mylars and also on electronic media in accordance with the City CADD Guidelines, and
- Specifications shall be provided on Word files with one full size “camera ready” copy delivered. Database shall be provided as one hard copy and also on electronic media.

TASK 8 SUPPLEMENTAL DESIGN

8.1 TRANSIENT ANALYSIS

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 meetings with the CITY to discuss the draft technical memorandum.

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

DELIVERABLES

- Draft technical memorandum (20 copies), and
- Final Technical Memorandum (20 copies).

8.2 WET WELL PHYSICAL MODELING

The CONSULTANT shall perform Physical Hydraulic Modeling for the new wet well at the 60% design level in accordance with the Hydraulic Institute standards and requirements.

A draft technical memorandum summarizing the findings and recommendations of the Physical modeling will be prepared. Recommendations for improved wet well operation, modifications to pump intake, etc. will also be provided in the draft memorandum.

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

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

DELIVERABLES

- Draft technical memorandum (20 copies), and
- Final Technical Memorandum (20 copies).

TASK 9 DESIGN REVIEWS AND APPROVALS

9.1 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

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

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

Perform coordination checks to verify consistency between disciplines and facilities.

The CONSULTANT shall comply with the requirements described in Chapter 12, Volume 1 of the CWP Guidelines. It is the CONSULTANT's responsibility to review the specified Guidelines and determine if changes or deviations from the Guidelines are warranted. If changes to the Guidelines are determined to be needed, the CONSULTANT shall accommodate the changes at no cost to the City and provide the City with electronic and hard copy of the changes.

DELIVERABLES

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

9.2 CITY REVIEW

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

resolve review comments and the CONSULTANT shall incorporate into design all accepted review comments.

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60% and 90% Design to review the comments and confirm design development. CITY will review CONSULTANT'S Final Design Submittal to ensure that comments from 90% Design, Plan Check and Biddability and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

DELIVERABLES

- Respond to CITY review comments following the 30, 60, 90 and 100 percent design submittal reviews in the City provided tabular format.
- Attend four comment resolution meetings, (four) 4 hours in length each and attended by two (2) staff members.

TASK 10 VALUE ENGINEERING

Present the 30 percent design documents to the Value Engineering (VE) and design Team in a workshop format. (Duration of participation will be limited to 20 hours). Present the cost estimate at that level of completion (AACE Class 3) and other relevant information including investigations into options that were not implemented.

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

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

DELIVERABLES

- Memoranda responding to the VE recommendations (10 copies).

TASK 11 CONSTRUCTION COST ESTIMATES

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

11.1 PREPARE 30 PERCENT CONSTRUCTION COST ESTIMATE

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

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

The accuracy of the cost estimate at this level of project definition is defined as a Class 3 estimate as established by the American Association of Cost Estimators (AACE).

DELIVERABLES (5 copies each)

- Opinion of cost for the construction of facilities.

11.2 PREPARE 60 PERCENT CONSTRUCTION COST ESTIMATE

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

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

The accuracy of the construction cost estimate is defined as a budget estimate Class 2, as established by the AACE.

DELIVERABLES

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

11.3 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

Update the 90 percent estimate (Class 1) which will be compared and coordinated with the construction manager's (CM) estimate to incorporate any project revisions since the preparation of the 90 percent estimate. The CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 90 percent estimate. The definition and qualifications of the 90 percent estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

- Final PRE-BID cost estimate for the construction of facilities (5 copies).

TASK 12 NOT IN CONTRACT (NIC)

TASK 13 PERMITTING

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

13.1 PERMIT WORK PLAN AND SCHEDULE

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

FEDERAL

- U.S. Army Corps of Engineers (will be done by others)
- U.S. Fish and Wildlife Service (will be done by others)
- U.S. Environmental Protection Agency (will be done by others)
- U.S. Department of Agriculture Soil Conservation Service (SCS)
- U.S. Navy, Naval Supply System Command (NAVSUP)-Coordination with Fuel line crossing Morena at Knoxville Street

STATE

- State Office of Historic Preservation (will be done by others)
- California Coastal Commission (will be done by others)
- California Department of Fish and Wildlife (will be done by others) State Water Resources Control Board (SWRCB) (will be done by others)
- Regional Water Quality Control Board (RWQCB) (will be done by others) California Department of Health Services (DHS)
- California Department of Industrial Relations Division Occupational Health and Safety (CAL-OSHA)
- California Department of Transportation (CalTrans)

LOCAL

- San Diego Air Pollution Control District City of San Diego Public Works Department
- City of San Diego Development Services Department
- City of San Diego Site Development Permit (will be done by others)
- Coastal Development Permit

- City of San Diego Transportation and Storm Water Department
- City of San Diego Police Department City of San Diego Fire Department
- County of San Diego Department of Health Services
- Utility Companies
- San Diego Gas & Electric
- San Diego Metropolitan Transit Systems
- (MTS) San Diego Association of Governments (SANDAG)
- North County Transit District (NCTD)
- San Diego Unified School District (Possible)

DELIVERABLES

- Permit Work Plan and Schedule (5 copies).

13.2 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS

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

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

Provide a Stormwater Pollution Prevention Plan for each construction package

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

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

DELIVERABLES

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

13.3 COORDINATION AND AGENCY INTERACTION

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

DELIVERABLES

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

TASK 14 OPERATIONS AND MAINTENANCE MANUAL

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

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

Prepare an outline for the complete Operations Manual.

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

DELIVERABLES

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

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

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

DELIVERABLES

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

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

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

DELIVERABLES

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

In addition to hard copies, CONSULTANT is required to submit PDF versions of all Task 14 deliverables using the Pure Water Program Portal

TASK 15 RISK MANAGEMENT

15.1 RISK MANAGEMENT WORKSHOP

CONSULTANT will attend one (1) Risk Management Workshop at 30% Design. Workshop shall not exceed 3 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. CONSULTANT is responsible for leading the workshop, creating the agenda, and taking meeting minutes.

15.2 RISK REGISTER UPDATES

CONSULTANT will support 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 (1 hard copy, 1 electronic copy)

END OF PHASE A

DETAILED SCOPE OF SERVICES

FOR THE

DESIGN OF MORENA PUMP STATION AND CONVEYANCE PIPELINES

PHASE B – BIDDING

GENERAL

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

- Four (4) members to attend (1) one pre-bid meeting and site visit.
- Support and assistance during advertisement period in responding to bidder questions (issue addenda in a timely manner during the bid period). Assume two (2) addenda per bid package.
- Revise construction documents to incorporate all addenda issued during the bidding period and issue “As Bid” documents.

TASK 1 CITY MANAGEMENT SUPPORT

This Design Scope of Services defines the extent of the CONSULTANT engineering services needed for the Morena Pump Station and Pipelines which includes: Morena Pump Station, Wastewater (WW) Force main and Brine conveyance pipeline (Project). The Project includes the design of the following facilities:

1.1 CITY PROGRESS MEETING (NOT IN CONTRACT)

1.2 COORDINATION WITH OTHER PROJECTS

The CONSULTANT will maintain coordination with Consultants of other projects which will connect to the Morena Boulevard Pump Station and Force main/Brine line, and 36” water main to ensure proper connection details and specifications are provided.

TASK 2 ATTEND PRE-BID CONFERENCE AND SITE VISIT

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

TASK 3 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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

DELIVERABLES

- Written responses to the CITY for all inquiries of substance (5 copies).

TASK 4 PREPARE TECHNICAL ADDENDA

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

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

DELIVERABLES

- Technical addenda (1 copy).

TASK 5 NOT IN CONTRACT (NIC)

TASK 6 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

Within 3 weeks of the bid opening, incorporate the addenda in the plans and specifications with appropriate revision. These revisions and the unaffected original bid documents will become the "As Bid" documents. This will include updating the electronic databases. The CONSULTANT is to comply with the CITY's standard for revisions, symbols and notes.

All contract drawings shall be submitted as one hard copy, and also on electronic media in accordance with the City PUD CADD Guidelines.

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

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

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

DELIVERABLES

- "As Bid" documents.
- "As Bid" documents.

END OF PHASE B

DETAILED SCOPE OF SERVICES

FOR THE

DESIGN OF MORENA PUMP STATION AND CONVEYANCE PIPELINES

PHASE C – CONSTRUCTION

GENERAL

CONSULTANT shall provide technical support to the CITY during the construction phase of the Morena Pump station, WW force main and Brine conveyance pipeline, and 36” and 16” water mains. Attend meetings as requested by the CITY, as described in the foregoing, and coordinate attendance by other team members as required.

- Coordination responsibilities shall consist of:
- Request for clarifications and deviations
- Submittal 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

TASK 1 CITY MANAGEMENT SUPPORT

1.1 INTERFACE WITH OTHER AGENCIES

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

The CONSULTANT will incorporate CITY approved regulatory inputs into the construction documents, with a maximum of three (3) meetings, per construction package.

DELIVERABLES

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

1.2 COORDINATION WITH OTHER PROJECTS

The CONSULTANT will maintain coordination with Consultants of other projects that will connect to the Morena Pump Station, WW force main and Brine conveyance pipeline.

TASK 2 ATTEND CONSTRUCTION MEETINGS

2.1 PRECONSTRUCTION CONFERENCE

CONSULTANT shall provide attendance of appropriate design team members to participate in the preconstruction conference. One preconstruction conference per construction package is anticipated.

2.2 PROJECT CONSTRUCTION MEETINGS

The CONSULTANT's representative(s) will attend bi-weekly construction meetings, to assist in the resolution of construction issues. Other appropriate design team members shall attend as project conditions require.

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

DELIVERABLES

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

TASK 3 SUBMITTAL REVIEW/INSPECTION

3.1 SUBMITTAL REVIEW

CONSULTANT will receive and log each submittal from the CITY. CONSULTANT SHALL review the submittals 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, City Standards and overall compatibility with the facilities intended use. The CONSULTANT will report Bi-weekly on the status of each submittal.

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

The CONSULTANT will review the submittal and return it to the CITY within 7 calendar days from the day when it is received by the CONSULTANT. The CONSULTANT will receive five (5) copies of each submittal; two (2) marked-up copies will be returned to the CITY. The CONSULTANT will indicate on the submittal, approved, reject/resubmit or approved as noted. CONSULTANT will review initial submittal and one (1) resubmittal as part of the base scope of services. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

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

DELIVERABLES

- Two (2) copies of reviewed submittal.

3.2 WITNESS EQUIPMENT TEST

As required by the design and contract documents, 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, the CONSULTANT will review test results witnessed 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.

DELIVERABLES

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

3.3 FUNCTIONAL ACCEPTANCE TEST

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

DELIVERABLES

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

**TASK 4 RESPOND TO TECHNICAL REQUESTS FOR INFORMATION/
CLARIFICATION**

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

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

DELIVERABLES

- Written responses to inquiries (5 copies).

TASK 5 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

5.1 REVIEW DRAFT CONTRACT CHANGE ORDERS PREPARED BY OTHERS

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

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

DELIVERABLES

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

5.2 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

DELIVERABLES

- Draft documents for review within five (5) working days (5 copies) unless otherwise agreed, and
- Final documents with review comments incorporated within four (4) calendar days (5 copies).

TASK 6 PREPARE RECORD DRAWINGS

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

DELIVERABLES

- Record Drawings, and
- Electronic Media.

TASK 7 PREPARE OPERATIONS AND MAINTENANCE MANUALS

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

DELIVERABLES

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

TASK 8 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

Provide a Construction Service Staff to provide services request by the CITY. The staff shall consist of one (1) qualified field coordinator (approved by the CITY) and one (1) field clerk. The construction services staff will act as the CONSULTANT's representative at the construction site and is responsible for the complete and thorough execution of all services covered in Phase "C" of this contract. This staff shall be present at the site during the hours with CITY and contract personnel working at the site on the basis of sixteen (16) hours per week of standard time for both field personnel over a period of 18 months. This staff shall attend all meetings, issue reports, provide meeting minutes and maintain all logs requested by the CITY.

This staff shall assist and/or have primary responsibility for:

- RFI coordination and responses (Task 4)
- Submittal coordination and review (Task 3.1)
- Clarification of Building Inspection Department requests and requirements
- Attendance at formal and informal site meetings as requested by the CITY (Task 2.2)
- Review of substitution requests (Task 5.2)
- Contract interface coordination (Task 1.2)
- Preparation of Record Drawings (Task 6)

- Preparation of Operation and Maintenance Manual (Task 7)
- Cost for appropriate office accommodation and equipment including furniture, telephone, copy machine, PC's, fax machine, utilities and janitorial services are not included and will be provided by others.

TASK 9 REVIEW START-UP PLAN

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

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

END OF PHASE C

DETAILED SCOPE OF SERVICES

FOR THE

DESIGN OF MORENA PUMP STATION AND CONVEYANCE PIPELINES

PHASE D – STARTUP

GENERAL

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

TASK 1 TESTS

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

TASK 2 WARRANTY

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

TASK 3 ASSISTANCE

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

TASK 4 NOT IN CONTRACT (NIC)

TASK 5 NOT IN CONTRACT (NIC)

END OF PHASE D



QA/QC PRELIMINARY CHECKLIST FOR SEWER PLAN: 30% SUBMITTAL

Project Name:		Project Number:	
Consultant Name:		Date:	

TITLE BLOCK:

Yes No N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|-----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drawing Numbers |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Title |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | WBS Numbers |

GENERAL:

Yes No N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | North Arrow |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Scale |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Reference Data |

COVER SHEET:

Yes No N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Key Map Vicinity Map |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Benchmark, Field Notes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Datum |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Streets Requiring 12" Trench Cap |

EX. PLAN:

Yes No N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Easements |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water w/services & Appurt. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sewer w/Laterals & Appurt |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lines, Valves & Srvc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Storm Drains & Inlets Srvc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Electric Lines, Boxes & Srvc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Telephone Lines, Boxes & Srvc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cable T.V., Boxes & Srvc. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lot Lines R/W |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lines Street |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Names Trolley |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tracks |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed Sewer Main w/Manholes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fire Services |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fire Hydrants |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Stationing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | "GIS" Check for Conflicts |

EX. PROFILE:

Yes No N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ex. Sewer Main |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Horizontal/Vertical Scale |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Street Names Gas |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Elevation Scales |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ex. Utility Crossing |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ex. Grade/Ex. Pavement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ex. Manhole I.E. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ex. Slope |



QA/QC PRELIMINARY CHECKLIST FOR WATER PLAN: 30% SUBMITTAL

Project Name:		Project Number:	
Consultant Name:		Date:	

TITLE BLOCK:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing Numbers
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Title
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WBS Numbers

GENERAL:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	North Arrow
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scale
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reference Data

COVER SHEET:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Key Map Vicinity Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Benchmark, Field Notes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Datum
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Streets Requiring 12" Trench Cap

EX. PLAN:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Easements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water w/services & Appurt.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer w/Laterals & Appurt
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lines, Valves & Srvcs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Drains & Inlets Srvcs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electric Lines, Boxes & Srvcs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Lines, Boxes & Srvcs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable T.V., Boxes & Srvcs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lot Lines R/W
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lines Street
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Names Trolley
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tracks
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Water Main
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Hydrants
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stationing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	"GIS" Check for Conflicts

EX. PROFILE:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ex. Water Main
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Horizontal/Vertical Scale
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street Names Gas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevation Scales
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ex. Utility Crossing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ex. Grade/Ex. Pavement



QA/QC PLAN CHECK: 100%

Project Name:		Project Number:	
Consultant Name:		Date:	

CHECKLIST FOR MINIMUM PROJECT REQUIREMENTS

TITLE SHEET CHECKLIST:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vicinity Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard North Arrow
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Title Description
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Limits of Work table
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Benchmark, Datum, Field Notes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Streets requiring 12" Trench Cap are identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work to be Done paragraph

LAYOUT SHEET CHECKLIST:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction control points with stations (Horizontal Alignment Report)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stationing is continuous from start to finish
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Verify accuracy of scales on plan and profile
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bearing and distance on all lines
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special structures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All sheets in the plan set consecutively numbered
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All sewer laterals shown on plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All water services shown on plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Show all reference drawings.

PLANS:

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Legends show all items of work and are consistent with the symbols on the plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Details of all curves, i.e. deflection of pipes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Details of manholes re-channelization showing i.e. of all inlets and outlets and the drop across the Manhole (straight thru flow acceptable for 8"-15" mains)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lengths stated in profiles match stationing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Above ground proposed appurtenances shown by location and detail
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Main separation: 10' Water/Sewer, 5' Sewer/Gen. Utility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Backflow preventer to be included on all fire services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction work conforms to notes on the plans, typical all sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Forces Work conforms to notes on the plans, typical all sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valves identified by size, connection type and direction (1-16 Valve, BK, AHD, MJ)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard abbreviations and symbols are used
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utility facilities are properly identified (elevations and alignment are shown)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide min. 1' sand cushion or min. 6" sand cushion w/1" neoprene pad for all crossing where vertical clearance is 1' or less, typical all sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient construction details for items not covered by standard plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Coordinates shown at change in piping direction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work shown on plans is complete, biddable, and build able
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Phased construction is shown adequately on plans (and it's also reflected on the working days in the specifications)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer main retirement information is provided on individual sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water main retirement information is provided on individual sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire hydrants; unprotected/unimproved areas shall have protection post (4@100).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Easements: 15' min. up to 15", 20' for 20"-36", 25' for 36"+, Add 5' @ canyons (open space) or inaccessible areas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cut-Off walls for Slopes over 20% (SDSD SDS-115) is used
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	High line sheet is provided (including phasing)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb ramp sheet is provide (show new Curb ramps with Historic Stamp locations identified)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resurfacing sheet is provided
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work by City Forces sheet is provided
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Abandonment sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Pollution Control Site Plan

PIPING PROFILE SHEETS:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Piping shown by size, location and slope (%) sewer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Horizontal and vertical scale correctly identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing grade and project grades shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing pavement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inverts for all mains and Manholes shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air release valves shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blow off valves shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Profile and plan data consistent
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All pipes have proper cover and clearance, i.e.; water main depth of cover; 3'-5' Distribution Main and +5' Transmission Main. Provide pipe load calculation for depth greater than 25 feet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pipes proper class identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pipe quantities match calculated distance between Manholes/Crosses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole consecutively numbered
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole stationing call-outs is correct
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dimension between Manholes shown
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valves and valve boxes sufficiently detailed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Verify each replumb address has replumb diagram (sewer only)

SPECIAL PROVISIONS:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All work shown on typical cross sections, layouts, etc., is covered by Standard Specifications or special provisions, including measurement and payment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Structures, civil, landscape, electrical, and other special provisions complement each other and are combined properly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Terminology used agrees with that used in estimate and plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard style and format are used, especially with measurement and payment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient summaries of quantities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Corrosion protection of the piping has been addressed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final pay items are identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All bid items have special provisions (specification to cover each item)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid quantities match actual field representation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cross-references to other specifications are correct
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sufficient information for contract design of sheeting and shoring
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Removed unnecessary sections and verbiage that does not apply
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attachments and appendices included
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soils reports are referenced (all projects with trenching in new alignments shall have a soil report)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	List of submittals to be reviewed included in section 2-5.3, i.e. traffic shop drawings, re-vegetation, diversion plans, etc. identified
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All items in Specifications indicated, "as shown" or "as detailed" are on drawings

A community representative is identified for Historical Stamp locations

Phased construction language included

Bond for Slurry Seal language included

DESIGN REVIEW CHECKLIST: 30%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
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	
	30% Drawings (CADD) and Specifications prepared and submitted	<input type="checkbox"/> YES <input type="checkbox"/> 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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	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	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specification Table of Contents will include all known General Requirements and Technical Specifications titles		
	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 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
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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	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	
	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	

Note: A comment must be provided to explain all items checked 'No'

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Site hydrologic and hydraulic calculations, hydraulic gradeline, and structural design calculations for pipe supports	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked '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	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
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 that are in progress	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary layouts for the new facilities, including major equipment, control system and appurtenances shown	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final PFDs and P&IDs are 90% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final layout ideas have been developed based upon the PFDs, P&IDs and existing conditions that are complete. Input from O&M has been considered	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pump station layout showing major equipment are 60% complete		
	Site Plan are 30% Complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pump hydraulics, selection and Hydraulic Profile set	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Surge protection system incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Ancillary support systems configured and design shown on drawings is 30%complete	<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 are drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	Definition of HVAC systems requirement, ventilation concepts and air flow rates for each structure are complete. HVAC design layout is drafted.	<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 is drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	One-line diagrams for main switch gear and unit substation are 90% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft loop descriptions, using the loop description format developed by the CITY are 90% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List of input/output points are 75% complete	<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 <u>design criteria</u> 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 are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Foundation needs and dewatering requirements based upon geotechnical information has been developed and incorporated in design.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Buildings and structures - typical wall sections, column grid, structural systems, interior layouts and finish schedules are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural base drawings set for mechanical design development are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Dimensions of buildings/structures and elevations of floors and roofs are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	General arrangement of major buildings and architectural elevations, finishes and materials are drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary planting and irrigation plan are drafted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought are 60% complete	<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 are drafted	<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			
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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Basic unit process design, including basic dimensions, areas, volumes, hydraulic and solids loading completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process flow diagrams and process control strategies have been developed and coordinated with:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process mass balances (liquids and solids)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plant hydraulic profile	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All P&IDs	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary equipment has been selected and data sheets have been prepared, including motor list with horsepower and voltage for major equipment	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Process control strategy has been written in coordination with P&IDs	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary 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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	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	

Reviewer:

Name: _____

Signature: _____

Title: _____

Date: _____

Project Manager:

Name: _____

Signature: _____

Title: _____

Date: _____

DESIGN REVIEW CHECKLIST: 60%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
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	
	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	
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	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 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	
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	Definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked 'No'
	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	
	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	
	ADA Plans	<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			
	Curb Ramp Plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
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 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are 90% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture is 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider is final	<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	
	Mechanical plans and sections showing major equipment has been advanced to 90% complete		
	Mechanical equipment locations, piping and HVAC layouts are fixed and 90% 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 has been decided and ready for input to the specifications	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary power distribution plan completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Note: A comment must be provided to explain all items checked 'No'

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	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 are 90% complete	<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 is advanced to 60%	<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 are 60% 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) are 60% complete	<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) are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included) are 60% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought are 90% complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios updated and ready to be incorporated in the specifications	<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 and ready to be incorporated in the specifications	<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			
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<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			
Treatment Plant 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 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	
	In Construction Package, 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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	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	
	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	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

Reviewer:

Name: _____

Signature: _____

Title: _____

Date: _____

Project Manager:

Name: _____

Signature: _____

Title: _____

Date: _____

DESIGN REVIEW CHECKLIST: 90%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	General 90% Design Development and Coordination is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in 60% Design have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Changes from the 60% Design are identified and justification is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City comments from 60% Design have been incorporated into 90% 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	
	All specifications, drawings and calculations are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All equipment is specified	<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 schedule and verification, including schedule for obtaining all permits is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Final 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	
	60% approved VE proposals have been incorporated, if VE Workshop was held	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comments from Plan Check and Constructability Review are incorporated (if held at 60% Design)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M input has been appropriately incorporated and O&M Manual, including equipment/tools list, is revised	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M documents have been prepared, including Operating Scenarios, O&M requirements, spare parts, specialty equipment, Drain Down plans, and manpower estimates	<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 is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plan for connecting to existing facilities is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Package Documents:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Completed construction schedule and sequencing plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and status of permanent and construction easement requirements is included	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction noise, vibration, duration information is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Surface restoration plan is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Traffic Concept Plan (including trench profiles, traffic volumes and O&M traffic plan)	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Discussion of excavation, stockpiling, truck routes and disposal of excess soil finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Location and size of work areas, equipment and material storage, haul roads, equipment set up areas finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Supporting facilities and requirements including field office facilities and locations for the CITY finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Augmented definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final Opinion of Probable Construction Cost (OPCC) – Class 1 developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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			
	Traffic Control Plan for Pipeline Construction has been completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Pump Station Only Design Criteria			
	Civil Site Design includes layout, grading and drainage and yard piping that are complete to obtain permits, as applicable	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Completed electrical, instrumentation and control design	<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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	Complete overall mechanical, plumbing, HVAC, fire protection, electrical layouts and major equipment arrangements/lists	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All mechanical, process, HVAC, plumbing, geotech, and structural calculations checked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Components including piping, fittings, equipment and field instruments, and valves, identified with tagging system complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major equipment schedules and equipment data sheets finalized and complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Motor lists and voltages finalized and complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final list of spare parts and specialty equipment required to properly operating and maintain the project has been specified and complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Complete structural foundation plans and overall structural dimensions and materials and complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios are finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Treatment Plant Only Design Criteria			
	Civil Site Design includes layout, grading and drainage and yard piping that are complete to obtain permits, as applicable, and begin construction	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Completed electrical, instrumentation and control design	<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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES			
	Provide final list of spare parts and specialty equipment required to properly operating and maintain the project	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Complete overall mechanical, plumbing, HVAC, fire protection, electrical layouts and major equipment arrangements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All mechanical, process, HVAC, geotech, and structural calculations checked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Components including piping, fittings, equipment and field instruments, and valves, identified with tagging system	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major equipment schedules and equipment data sheets finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Motor lists and voltages finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Complete structural foundation plans and overall structural dimensions and materials	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios are finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final 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 finalized	<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	

Reviewer:

Name: _____

Signature: _____

Title: _____

Date: _____

Project Manager:

Name: _____

Signature: _____

Title: _____

Date: _____

DESIGN REVIEW CHECKLIST: FINAL DESIGN

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
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	
	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	
	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 MORENA PUMP STATION AND CONVEYANCE SYSTEM**

Task Description	Total Fee
TASK GROUP 1 - CITY MANAGEMENT SUPPORT	\$ 937,091.00
TASK GROUP 2 - NOT IN CONTRACT	\$ -
TASK GROUP 3 - PUBLIC INFORMATION PROGRAM ASSISTANCE	\$ 201,157.00
TASK GROUP 4 - ENVIRONMENTAL IMPACT REPORT SUPPORT SERVICES	\$ 347,990.00
TASK GROUP 5 - INVESTIGATIONS	\$ 1,458,740.00
TASK GROUP 6 - DESIGN DEVELOPMENT	\$ 3,989,557.40
TASK GROUP 7 - FINAL DESIGN SERVICES	\$ 4,543,827.02
TASK GROUP 8 - SUPPLEMENTAL DESIGN SERVICES	\$ 348,494.00
TASK GROUP 9 - DESIGN REVIEWS AND APPROVALS	\$ 72,013.90
TASK GROUP 10 - VALUE ENGINEERING	\$ 39,021.60
TASK GROUP 11 - CONSTRUCTION COST ESTIMATES	\$ 160,655.39
TASK GROUP 12 - NOT IN CONTRACT	\$ -
TASK GROUP 13 - PERMITTING	\$ 242,222.40
TASK GROUP 14 - OPERATIONS AND MAINTENANCE MANUALS	\$ 130,362.00
TASK GROUP 15 - RISK MANAGEMENT	\$ 29,933.30
TOTAL PHASE A - DESIGN SERVICES	\$ 12,501,065.01
BIDDING PHASE CITY MANAGEMENT SUPPORT	\$ 42,483.02
ATTEND PRE-BID CONFERENCE AND SITE VISIT	\$ 19,043.20
BIDDING PHASE RESPOND TO TECHNICAL INQUIRIES / CLARIFICATIONS	\$ 102,762.42
PREPARE TECHNICAL ADDENDA	\$ 47,896.39
BIDDING PHASE TASK GROUP 5 NOT IN CONTRACT INCORPORATE ADDENDA INTO BID DOCUMENTS	\$ 76,149.72
TOTAL PHASE B - BIDDING SERVICES	\$ 288,334.75
CITY MANAGEMENT SUPPORT DURING CONSTRUCTION	\$ 54,786.20
CONSTRUCTION PHASE TASK GROUP 2 ATTEND CONSTRUCTION MEETINGS	\$ 331,644.04
SUBMITTAL REVIEW / INSPECTION SERVICES	\$ 484,924.00
RESPOND TO CONST. PHASE TECHNICAL RFI / CLARIFICATION	\$ 186,548.00
CONTRACT CHANGE ORDER PREPARATION ASSIST.	\$ 56,460.00
PREPARE RECORD DRAWINGS	\$ 82,328.00
PREPARE OPERATIONS / MAINTENANCE MANUALS	\$ 84,760.00
DESIGN CONSULTANT CONST. SERVICES STAFFING	\$ 278,080.00
REVIEW START-UP PLAN	\$ 25,800.00
TOTAL PHASE C - CONSTRUCTION PHASE SERVICES	\$ 1,585,330.24
TOTAL PHASE D - PROJECT START UP SERVICES	\$ 57,320.00
PROJECT TOTALS	\$ 14,432,050.00
ADDITIONAL SERVICES	\$ 1,443,205.00
AGREEMENT TOTAL	\$ 15,875,255.00

**COMPENSATION AND FEE SCHEDULE
DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM**

TO BE USED FOR AUTHORIZATION OF ADDITIONAL SERVICES

AECOM LABOR CLASSIFICATION	HOURLY RATE
Principal Engineer / Principal-in-Charge.....	\$262.00
Project Manager	\$252.00
Deputy Project Manager	\$190.00
Design Manager	\$230.00
Sr. Project Engineer / Task Lead	\$215.00
Sr. Traffic Engineer	\$180.00
Sr. Design Engineer / Sr. Environmental Planner	\$175.00
Associate Engineer / Environmental Planner	\$130.00
Staff Engineer	\$110.00
Sr. Structural Engineer.....	\$225.00
Structural Engineer.....	\$170.00
CADD Manager	\$115.00
CADD Designer	\$105.00
Principal Geotechnical Engineer.....	\$225.00
Sr. Geotechnical Engineer	\$175.00
Geotechnical Project Engineer	\$145.00
Associate Geotechnical Engineer	\$130.00
Geotechnical Project Scientist.....	\$110.00
Geotechnical Staff Engineer	\$ 80.00
Geotechnical Graphics Support.....	\$ 85.00
Geotechnical Administrative Support	\$ 90.00
Permitting Specialist.....	\$124.00
Project Controls / Records Management.....	\$110.00
Clerical Support.....	\$ 75.00

KEH LABOR CLASSIFICATION	HOURLY RATE
Design Manager Package A	\$235.00
Design Manager Package C-1	\$218.00
Project Engineer Package A.....	\$185.00
Project Engineer Package C-1.....	\$165.00
Associate Engineer	\$145.00
Sr. Designer	\$140.00
Sr. Drafter	\$130.00
Technical Advisor	\$250.00
QA/QC Manager.....	\$225.00
O&M Specialist.....	\$205.00
Start Up and Testing Specialist.....	\$205.00
Project Coordinator	\$110.00
Project Accountant.....	\$ 95.00

**COMPENSATION AND FEE SCHEDULE
DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM**

RF Yeager LABOR CLASSIFICATION	HOURLY RATE
Sr. Project Manager.....	\$140.00
Sr. CADD Technician.....	\$ 85.00
Administrative Services.....	\$ 70.00

Alden Research Laboratory LABOR CLASSIFICATION	HOURLY RATE
Vice President.....	\$223.00
Director	\$249.00
Principal Engineer.....	\$199.00
Sr. Engineer	\$178.00
Lab Manager.....	\$151.00
Lead Craftsman	\$119.00
Engineer I.....	\$110.00
Technician II.....	\$ 73.00
Sr. Administrative Assistant.....	\$ 69.00

Michael Baker International LABOR CLASSIFICATION	HOURLY RATE
Principal.....	\$215.00
Project Manager	\$190.00
Sr. Engineer	\$178.00
Project Engineer.....	\$155.00
Associate Engineer	\$140.00
Structural Engineer.....	\$200.00
Sr. Design Technician.....	\$122.00
Design Technician.....	\$105.00
Permit Processor I	\$120.00
Permit Processor II	\$ 85.00
Engineering Administrative Assistant.....	\$ 77.00
2-Person Survey Crew	\$255.00
1-Person Survey Crew	\$170.00
Licensed Surveyor.....	\$190.00
Associated Surveyor.....	\$175.00
Construction Manager.....	\$210.00

QUALITY MANAGEMENT TEAM	
The Quality Management Team consists of the following three individual firms to provide services for this project at the approved project labor rates as follows:	
GMK LABOR CLASSIFICATION	HOURLY RATE
QA/QC Manager.....	\$225.00
Pump Station QA/QC Reviewer.....	\$200.00
Clerical Support.....	\$ 75.00
Gillilham Water LABOR CLASSIFICATION	HOURLY RATE
Conveyance System QA/QC.....	\$190.00
DLM Engineering LABOR CLASSIFICATION	HOURLY RATE
Conveyance System QA/QC.....	\$190.00

**COMPENSATION AND FEE SCHEDULE
DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM**

Roberston Consulting LABOR CLASSIFICATION	HOURLY RATE
Principal.....	\$249.00

Matalon Architects LABOR CLASSIFICATION	HOURLY RATE
Principal.....	\$187.50
Staff Architect.....	\$ 87.50
CADD Staff.....	\$ 87.50
Clerical Support.....	\$ 45.00

AirX Utility Surveyors	HOURLY RATE
Project Management.....	\$125.00
Report Drafting / Administrative	\$ 75.00
Records Research.....	\$ 75.00

NOTE:

Mileage

Mileage reimbursement rate will be at the current City of San Diego mileage rate (mileage log required).

Travel

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

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 at <http://gsa.gov/portal/category/100120>.

Subconsultants

All subconsultant costs will be reimbursed as a "direct expense" at actual costs (invoice/receipts required).

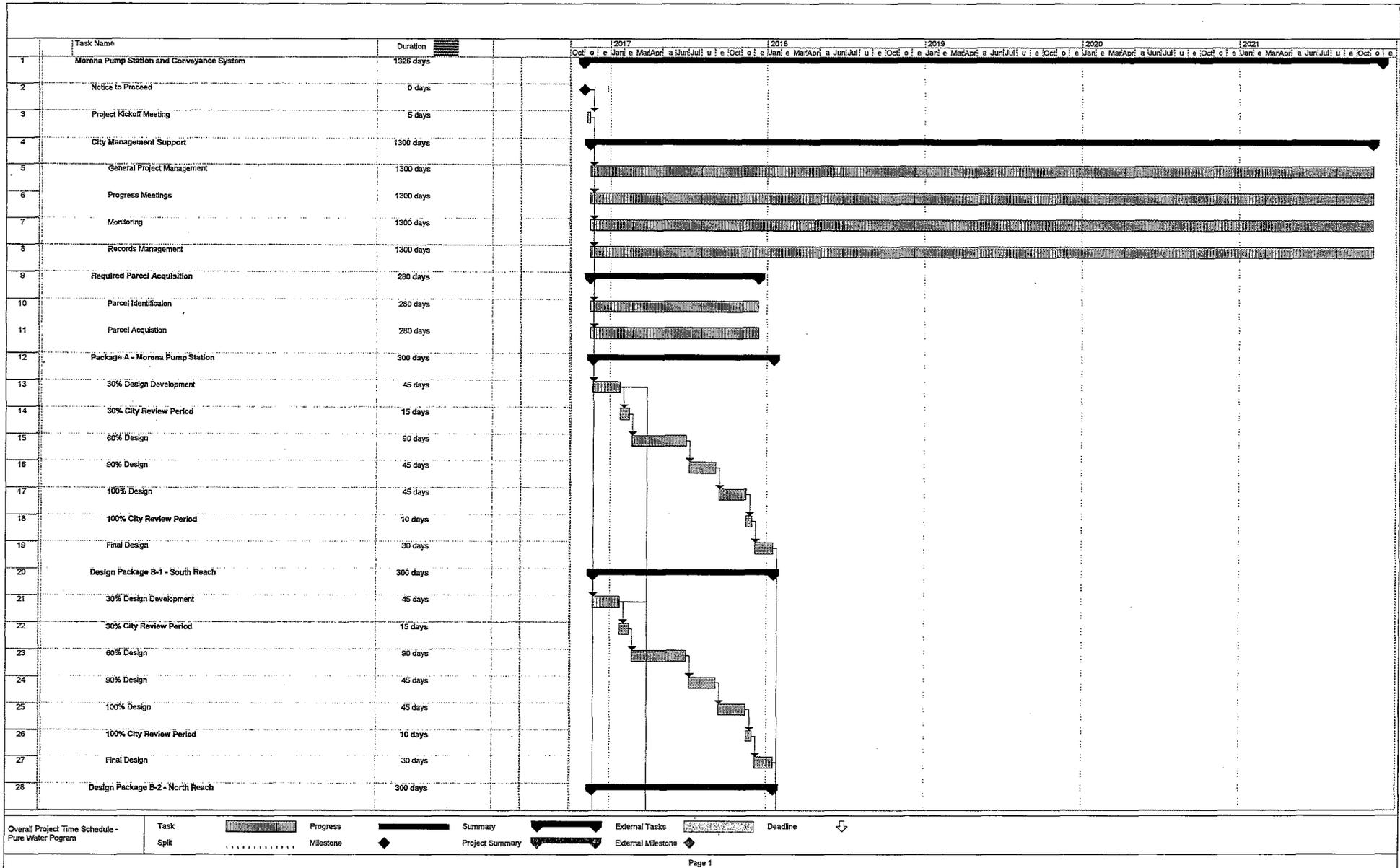
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TIME SCHEDULE

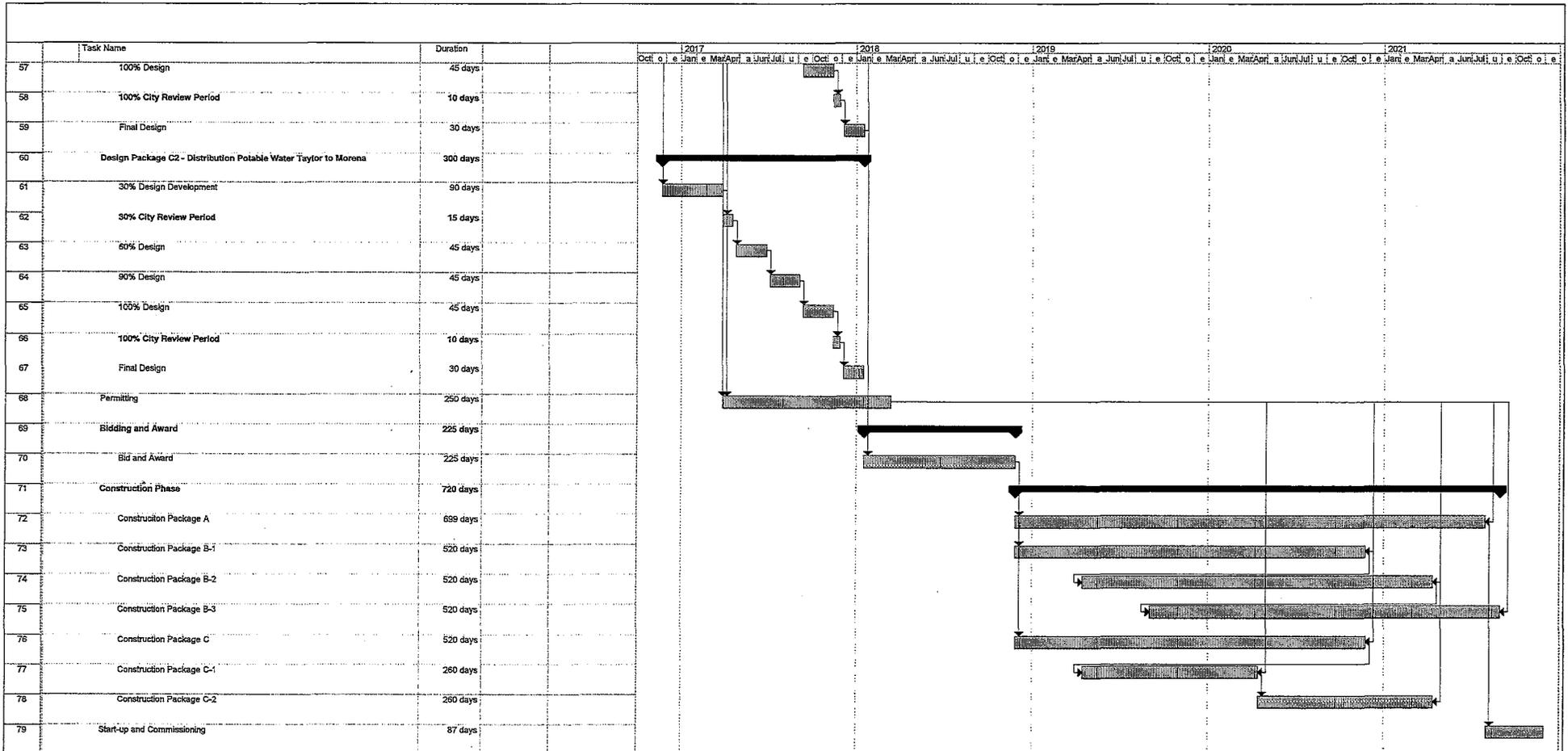
TIME SCHEDULE DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM

EXHIBIT C



TIME SCHEDULE DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM

EXHIBIT C



Overall Project Time Schedule - Pure Water Program

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

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

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

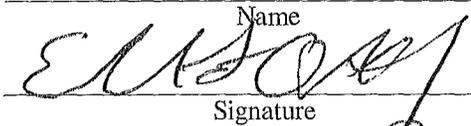
CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		see Attachment 1			

Design Professional Name AECOM Technical Services, Inc.

Certified By Edward F. Othmer, Jr Title Vice President

Name

 Signature

Date 7/26/16

USE ADDITIONAL FORMS AS NECESSARY

Although AECOM Technical Services, Inc. ("AECOM") has had discrimination complaints filed against it in the past, the frequency and volume is consistent with the norms in the industry. AECOM does not disclose non-public information related to legal or administrative proceedings. These claims are subject to attorney-client privilege with the need to protect attorney-client communications and work product related to such claims. Further, this information is confidential and is provided to the City of San Diego in response to the RFP to provide civil engineering services for Design of Morena Pump Station and Conveyance System, (H166635).

AECOM has no reason to believe that any past, pending or threatened claims could reasonably be expected to materially impact AECOM's financial condition or to materially impact the ability of AECOM to perform the services under the proposed contracts. The information in the table below represents a list of all instances within the past ten (10) years where a complaint was filed or pending against AECOM in a legal or administrative proceeding alleging that AECOM discriminated against its employees, subcontractors, vendors, or suppliers. Requests for more specific information may be submitted to Mike Steuer, Pacific Region Counsel for DCS Americas Group, Southern California at 805-692-0644.

Date of Claim	Location	Description of claim	Indicated	Status
Feb -16	Cleveland, OH	<u>Glenn Liou</u> Age Discrimination	N	A Notice of Charge of Discrimination was sent on 2/8/2016. This matter is EEOC pending.
Jan -16	Los Angeles, CA	<u>Camille Nix</u> Race and Sex Discrimination, Retaliation	N	A Notice of Charge of Discrimination was sent on 1/5/2016. This matter is EEOC pending.
Nov-15	Arlington, VA	<u>Laurence Boorstein</u> Race, Age, National Origin, and Religious Discrimination, Retaliation	N	Notice of the filing of a new EEOC intake questionnaire was sent on 11/12/15. An EEOC charge is still pending.
Dec-15	Richmond, VA	<u>Angela Shepperson</u> Race and Sex Discrimination, Retaliation	N	A Notice of Charge of Discrimination was sent on 12/7/15. This matter is EEOC pending.
Jan-15	Texas	<u>Gretchen McDonnell</u> USERRA	N	This matter has been resolved.
Dec-14	Honolulu, HI	<u>Keith Kaupu-Hanks,</u> Unlawful Discharge	Y	Allegation has been dismissed.
Jul-14	San Antonio, TX	<u>Jeremy Lovelace</u> Discrimination; Whistleblower Claim; Wrongful Termination	N	DOD investigation revealed claim was unsubstantiated 10/24/14.
Jun-14	New York	<u>Jairo Ortega</u> Age, National Origin, Race, Sex, Sexual Orientation Discrimination; Retaliation	N	Claim was administratively closed - no probable cause 11/5/14. Ortega was not an AECOM employee.
Apr-14	California	<u>Merrill Norrdin</u> Discrimination; Pregnancy; Wrongful Termination	Y	Case settled in mediation on 11/6/14.
Apr-14	New York	<u>Patricia Lorenz</u> Sex Discrimination; Retaliation; Hostile Work Environment	N	Sent response to EEOC claim 7/18/14. No activity 5/18/15.
Feb-14	Illinois	<u>Michael W. Blaszak</u> Age Discrimination	Y	Case settled on 3/9/15.
Dec-13	Sacramento, CA	<u>John Barnes,</u> Age and Disability Discrimination	N	Charge administratively closed and right to sue issued 10/24/14.

Date of Claim	Location	Individual(s) Affected	Settled	Details
Apr-13	Wakefield, MA	<u>Richard (Dick) Jubinville,</u> Age Discrimination and Wrongful Termination	N	MCAD dismissed. Parties agreed to a settlement 3/14/14.
Oct-13	Honolulu, HI	<u>Keith Kaupu-Hanks,</u> Disability Discrimination	N	EEOC dismissed this claim based on no finding of violations along with a 90-day right to sue which expired on 12/16/14.
Jan-13	Massachusetts	<u>Karen Breslawski,</u> Age Discrimination	N	Attorney demand letter. Settlement agreement executed 7/13/13.
Mar-13	Washington, DC	<u>Stephen Whitfield,</u> Age Discrimination	N	JV was named as a responsible party in addition to employer. AECOM is a partner in the JV. Settled with JV 6/6/14.
Sep-12	Wisconsin	<u>Mark Musial,</u> Age and Disability Discrimination	Y	He lost appeal his appeal of the dismissal of his claim by the state agency 7/21/14. 30 days to file with Circuit Ct. Closed.
Aug-12	Pittsburg, PA	<u>Donald Stephanik,</u> Sex and Age Discrimination	N	EEOC issued a Dismissal and Notice of Rights 7/13/13.
Aug-12	Florida	<u>Lakisha Powell,</u> Race Discrimination	N	EEOC administratively closed and issued right to sue on 2/11/13.
Aug-12	Philadelphia, PA	<u>Shavawn Stidham,</u> Discrimination, Sexual Harassment	N	Temp employee. Complaint issued 8/10/12. Response filed 2/15/13. PCHR dismissed with right to sue 1/16/15.
Jul-12	California	<u>Denise Hintzen,</u> Sexual Harassment	Y	Settled in mediation 3/5/13.
Jun-12	California	<u>Walter Maclean II,</u> Age Discrimination	N	Attorney demand letter. Complaint filed with Labor Commissioner 2/20/12. Filed DFEH 4/26/13. Settled 7/18/13.
Jun-12	Washington, DC	<u>Ruby Dargan,</u> Retaliation, Disability and Age Discrimination	N	Administratively closed by EEOC 7/31/13.
Jun-12	Concord, MA	<u>Mary Monahan Burgess,</u> Sex Discrimination	N	Parties agreed to a settlement 3/7/13.
May-12	New England	<u>Rafael Trinidad,</u> Age Discrimination	N	EEOC dismissed the claim.
Apr-12	California	<u>Cezar M. Garcia,</u> Age, Ethnicity and Disability Discrimination	Y	Lawsuit. Settled 6/7/13.
Apr-12	California	<u>Karen Law,</u> Wrongful Termination, Sexual Harassment, Retaliation	Y	Lawsuit. Settled 7/18/14.
Mar-12	Pittsburg, PA	<u>Dan Fix,</u> Age Discrimination	N	EEOC closed file 9/17/12.
Feb-12	Honolulu, HI	<u>John E. Herzog v. EarthTech/AECOM</u> Discrimination	Y	Arbitration claim. Settled 6/6/14.
Oct-11	Kansas City, MO	<u>Shawna Leslie-Allison,</u> Age Discrimination	N	EEOC? MCHR claim. Settled 9/12/13.
Dec-10	Phoenix, AZ	<u>Laila Doroudian,</u> Discrimination Sex/Retaliation	N	We responded and are awaiting to receive a response from EEOC. Since January 2013, no activity.

Date of Claim	State (City)	Description of Claim	Settled	Notes
Nov-10	California	<u>Frank Chiappella,</u> Age and Disability Discrimination	N	Attorney demand letter. Settled.
Sep-10	California	<u>Christine Tovey,</u> Disability Discrimination, Retaliation	N	DFEH claim. Right to Sue issued 1/19/11.
Jul-10	Honolulu, HI	<u>Christina Kale,</u> Disability	N	Dismissed by EEOC. Right to Sue received 7/21/11.
May-10	Texas	<u>Charles McLendon v. AECOM Technical Services, Inc.,</u> Wrongful Termination & Retaliation	Y	Summary judgment granted in favor of AECOM Technical Services, Inc. dismissing complaint as a nuisance suit.
Feb-10	South Carolin	<u>Jeannette Bennett,</u> Administrative Action, Race & Age Discrimination	Y	Parties agreed to settle 3/7/13.
Oct-09	California	<u>Beverly Sheafer,</u> Sex Discrimination, Retaliation	N	Dismissed by EEOC 6/29/12.
Oct-09	Florida	<u>Brooksie Barton,</u> Sex Discrimination, Retaliation	N	Administratively closed by EEOC.
Aug-08	Connecticut	<u>Alan Zilinski v. Earth Tech, Inc.,</u> Age Discrimination, AWDA, Rehabilitation Act, Title V11, and Equal Pay Act	Y	Motion for Summary Judgment granted. All federal claims were dismissed without prejudice.
Dec-05	Michigan	<u>Rogelio Hernandez v. Earth Tech, Inc. and Tim Simka,</u> Employment Discrimination	Y	Summary Judgment granted to Earth Tech, Inc. (k/n/a AECOM Technical Services, Inc.). Settlement 9/30/08.

Updated March 1, 2016



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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: AECOM Technical Services, Inc.

ADA/DBA: AECOM

Address (Corporate Headquarters, where applicable): 555 South Flower Street

City: Los Angeles County: Los Angeles State: CA Zip: 90071

Telephone Number: (213) 593-8000 Fax Number: (213) 593-8178

Name of Company CEO: Timothy H. Keener

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

Address: 401 West A Street, Suite 1200

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

Telephone Number: (619) 610-7600 Fax Number: (619) 610-7601 Email: _____

Type of Business: Environmental, Planning, Engineering Type of License: _____

The Company has appointed: Atheina Mansour, Human Resource Business Partner

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: 401 West A Street, Suite 200, San Diego, CA 92101

Telephone Number: (619) 610-7600 Fax Number: (619) 610-7601 Email: Atheina.Mansour@aecom.com

One San Diego County (or Most Local County) Work Force -- Mandatory Branch Work Force * Managing Office Work Force
Check the box above that applies to this WFR. *Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

Certification: Please check one (1) of the following boxes: DBE (Disadvantaged Business Enterprise); DVBE (Disadvantaged Veteran-Owned Business Enterprise); MBE (Minority Business Enterprise); SBE (Small Business Enterprise); WBE (Woman-Owned Business Enterprise); if you are not certified as one of the proceeding, check OBE (Other Business Enterprise)

I, the undersigned representative of AECOM Technical Services, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 12th day of April, 2016

[Signature]
(Authorized Signature)

Edward F. Othmer Jr.
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AECOM Technical Services, Inc. DATE: April 12, 2016

OFFICE(S) or BRANCH(ES): San Diego & La Jolla Offices COUNTY: San Diego

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	5	1	5	4	1				35	13	4	
Professional	2	2	12	8	8	10	1				93	69	8	11
A&E, Science, Computer														
Technical	1		7	3	2	3		1			33	13	7	
Sales														
Administrative Support		1		1	2	2					4	7	1	4
Services														
Crafts											1			
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	4	24	13	17	19	2	1			166	102	20	15
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Grand Total All Employees	387
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			1	1							6	2	2	3
----------	--	--	---	---	--	--	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors, Inc. 2534 East El Norte Parkway, Suite C Escondido, CA 92027	Utility Research/Geophysical Surveying/Potholing	4.10%	SLBE WBE SB Micro	City of San Diego CPUC
Alden Research Laboratory, Inc. 9521 Willows Road NE Redmond, WA 98052	Computational Fluid Dynamic / Physical Modeling	1.60%	OBE	n/a
Bayard Bosserman, Engineering Consultant 22212 Shadow Ridge Mission Viejo, CA 92692	Pump Station Technical Advisor/Design Engineer	.60%	OBE	n/a
Cascade Drilling, LP 11442 North Woodside Avenue Santee, CA 92071	Geotechnical Drilling	1.25%	OBE	n/a
DLM Engineering, Inc. 14220 Sandhill Road Poway, CA 92064	QA/QC - Pipelines; Community Outreach/Stakeholder Coordination	.75%	SLBE SB Micro	City of San Diego Metropolitan Water District of Southern California
EnviroMatrix Analytical, Inc. 4340 Viewridge Avenue, Suite A San Diego, CA 92123	Water Quality Laboratory (Testing)	.60%	SBE	Metropolitan Water District of Southern California
Gillingham Water Planning and Engineering, Inc. 792 Santa Dominga Solana Beach, CA 92075	Technical Advisor - Pipelines and Constructability	.753%	ELBE	City of San Diego
GMK Consulting, Inc. 270 Camino Tablero Escondido, CA 92029	QA/QC and Technical Advisor - Pump Stations	1.25%	OBE	n/a
Heinrichs Consulting, LLC 18634 Lancashire Way San Diego, CA 92138	City of San Diego/Project Team Liaison	.60%	OBE	n/a
Katz & Associates, Inc. 5440 Morehouse Drive, Suite 1000	Community Outreach/Stakeholder	1.25%	WBE/SBE	CUCP

San Diego, CA 92121	Coordination			
SEE ATTACHMENT CC-1 FOR CONTINUATION OF LIST				

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.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED
KEH & Associates, Inc. 570 Rancheros Drive, Suite 200 San Marcos, CA 92069	Pump Station Team Leader, UTC Pipeline Team Leader, Engineering Design Support Services	20.0%	ELBE	City of San Diego
Lacey Consulting 6202 Amesbury Street San Diego, CA 92114	Community Outreach/ Stakeholder Coordination	<.50%	ELBE	City of San Diego
Matalon Architecture & Planning, Inc. 910 Grand Avenue, Suite 203 San Diego, CA 92109	Pump Station Architecture	1.60%	SLBE/ELBE SMBE	City of San Diego CPUC
Michael Baker International, Inc. 9755 Clairemont Mesa Boulevard San Diego, CA 92124	Diversion Structure Team Leader, Engineering Design, Supplemental Surveying, Start-Up & Testing, Value Engineering	5.00%	OBE	n/a
M.L. Robertson, LC 1941 Forest Creek Lane Salt Lake City, UT 84121	Agency Permitting/Coordination, MTS/Caltrans/SANDAG	.60%	OBE	n/a
Pacific Drilling Co. 5220 Anna Avenue San Diego, CA 92040	Geotechnical Drilling	1.25%	ELBE	City of San Diego
RFYeager Engineering, LLC 9562 Winter Gardens, Suite D-151 Lakeside, CA 92040	Corrosion/Cathodic Protection	.83%	DVBE/SLBE	California DGS City of San Diego
V&A Consulting Engineers, Inc. 11011 Via Frontera, Suite C San Diego, CA 92127	Corrosion/Cathodic Protection	.50%	DBE/MBE/SB	CUCP/San Francisco Bay Area Rapid Transit District
Yen C. Tu Consulting 11074 Roxboro Road San Diego, CA 92131	Community Outreach/Stakeholder Coordination	<.50%	ELBE	City of San Diego

NOTE: Fee range given in RFP states between \$9M and \$15M. Percentages based on average estimated fee of \$12M.

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

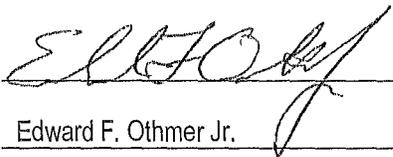
CIVIL ENGINEERING SERVICES FOR CITY OF SAN DIEGO
DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM

PROJECT TITLE: FOR THE PUBLIC UTILITIES DEPARTMENT CONTRACT NO. H166635

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: AECOM Technical Services, 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 Edward F. Othmer Jr.
Title Vice President
Date 7/26/16

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: Project Manager Joe Long, P.E., AECOM
- 3. Address, City, State, ZIP: 401 West A Street, Suite 1200, San Diego, CA
92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): Agreement with AECOM for Design
Engineering Services for Morena Pump
Station and Conveyance System (H166635)
- 5. Consultant Duties for Project: Consultant shall perform design and
construction support services

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:  Assistant Director 7/14/2016
[Name/Title]* [Date]

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

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="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</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: center;">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 _____ <i>(name and address)</i>		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-Builts 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					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	N/A		EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A	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 _____ : _____

_____ :

_____ :

_____ :

**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:

Request for Proposal for Civil Engineering Services for City of San Diego
Design of Morena Pump Station and Conveyance System for the Public Utilities Department
Contract Number H166635

B. BIDDER/PROPOSER INFORMATION:

AECOM Technical Services, Inc.

<u>Legal Name</u>	<u>San Diego</u>	<u>DBA</u>	<u>92101</u>
<u>401 West A Street, Suite 1200</u>	<u>City</u>	<u>CA</u>	<u>Zip</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Joseph Long, Project Manager

<u>Contact Person, Title</u>	<u>Phone</u>	<u>Fax</u>
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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: 9 / 29 / 70 State of incorporation: CA

List corporation's current officers: President: Timothy Keener
Vice Pres: Louis Armstrong
Secretary: Elise Greenspan
Treasurer: Anshooman Aga

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:

AECOM Technical Services, Inc. is a privately held company with 100% of its shares owned by The Earth Technology Corporation (USA). The Earth Technology Corporation (USA) is wholly owned by AECOM which is publically traded on the New York Stock Exchange under trading symbol ACM. AECOM Technical Services is the primary contracting entity for AECOM in North America.

Limited Liability Company Date formed: ___ / ___ / ___ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

n/a

Partnership Date formed: ___ / ___ / ___ State of formation: _____

n/a

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:

n/a

Joint Venture Date formed: ___ / ___ / ___

List each firm in the joint venture and its percentage of ownership:

n/a

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

EXHIBIT I

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: Nancy Peck-Medina

Address: 333 South Grand Avenue, Suite 1200, Los Angeles, CA 90071

Phone Number 213-253-7335

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.

EXHIBIT I

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: Irvine Ranch Water District

Contact Name and Phone Number: Richard Mori, 949.453.5571

Contact Email: mori@irwd.com

Address: 15600 Sand Canyon Avenue, Irvine, CA 92618

Contract Date: January 2015 - present

Contract Amount: \$2.6M

Requirements of Contract: Stockdale West Water Recovery Unit – Design of a series of new extraction well, discharge header facilities and conveyance pipeline (10,000 LF) and energy dissipation facilities. The project included Civil Engineering, Pipeline Design, Electrical and Controls, and Mechanical; Orange Park Acres Pump Station/Disinfection System/Wellhead – Design of a new pump station, chemical injection system and storage and new wellhead. The project included Civil Engineering, Structural Engineering, Electrical and Controls, Surge Control and Mechanical; Irvine Lake Pipeline Conversion – Design of a new 42" diameter forcemain, 42" diameter return line, and 16" diameter force main. Total project length 17,500 lf. Included traffic control, geotechnical investigation, surveying services, utility research and mapping, hydraulics analyses.

Company Name: Upper San Gabriel Valley Muicipal Water District

Contact Name and Phone Number: Reymundo Trejo, Assistant General Chief Engineer; 626.443.2297

Contact Email: reymundo@usgvmwd.org

Address: 602 East Huntington Drive, Suite B, Monrovia, CA 91016

Contract Date: 2014 (to be completed 2018)

EXHIBIT I

Contract Amount: \$1.25M

Requirements of Contract: Preliminary design report, final design and preparation of construction drawings, specifications and cost estimates for 47,520 LF of 36-inch diameter pipeline and 40,000afy recycled water pump station (two separate packages).

EXHIBIT I

Company Name: Los Angeles Department of Water and Power

Contact Name and Phone Number: Nancy Wigner, PE, 213.367.0769

Contact Email: nancywigner@water.ladwp.com

Address: 111 North Hope Street, Los Angeles, CA 90012

Contract Date: 2008-2012 (Design) 2015 - Ongoing (Construction)

Contract Amount: \$4.3M (\$11.5M construction cost)

Requirements of Contract: River Supply Conduit Improvements-Units 5&6; Transmission Main Design

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.

EXHIBIT I

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:

NOTE: Fee range given in RFP states between \$9M and \$15M.
Percentages based on average estimated fee of \$12M.

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, Inc.

Contact Name and Phone Number: Andy Law, Construction Building Analyst; 760.480.2347 x108

Contact Email: alaw@airxus.com

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

Contract Date: 6/16

Sub-Contract Dollar Amount: \$500,000

Requirements of Contract: Utility Research/Geophysical Surveying/Potholing

What portion of work will be assigned to this subcontractor: 4.1%

WBE, SB MICRO

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: Alden Research Laboratories, Inc.

Contact Name and Phone Number: Mizan Rashid, PhD, PE; 425.202.2378 x 208

Contact Email: mrashid@aldenlab.com

Address: 9521 Willows Road NE, Redmond, WA 98052

Contract Date: 6/16

Sub-Contract Dollar Amount: \$200,000

Requirements of Contract: Computational Fluid Dynamic/Physical Modeling

What portion of work will be assigned to this subcontractor: .60%

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.

STATEMENT OF SUBCONTRACTORS (continued)

Company Name: **Bayard Bosserman, Engineering Consultant**
Contact Name and Phone Number: **Bayard Bosserman, Sole Proprietor; 949.716.6461**
Contact Email: bayard.bosserman@gmail.com
Address: **22212 Shadow Ridge, Mission Viejo, CA 92692**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$80,000**
Requirements of Contract: **Pump Station Technical Advisor/Design Engineer**
What portion of work will be assigned to this subcontractor: **.60%**
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE?** (circle one) YES NO **x**
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **Cascade Drilling, LP**
Contact Name and Phone Number: **Manuel Marquez, Operations Manager; 619.596.0644, ext. 2460**
Contact Email: mmarquez@cascadedrilling.com
Address: **11442 North Woodside Avenue, Santee, CA 92071**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$150,000**
Requirements of Contract: **Geotechnical Drilling**
What portion of work will be assigned to this subcontractor: **1.25%**
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE?** (circle one) YES NO **x**
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **DLM Engineering, Inc.**
Contact Name and Phone Number: **Don McFarlane, Principal; 858.414.7801**
Contact Email: dlmengineering@yahoo.com
Address: **14220 Sandhill Road, Poway, CA 92064**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$90,000**
Requirements of Contract: **QA/QC – Pipelines; Community Outreach/Stakeholder Coordination**
What portion of work will be assigned to this subcontractor: **.75%**
Is the Subcontractor a certified **SLBE, SB MICRO**, ELBE, MBE, DBE, DVBE, or **OBE?** (circle one) YES **x** NO
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **EnviroMatrix Analytical, Inc.**
Contact Name and Phone Number: **Dan Verdon; 858.560.7717**
Contact Email: dverdon@enviromatrixinc.com
Address: **4340 Viewridge Avenue, Suite A, San Diego, CA 92123**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$80,000**
Requirements of Contract: **Water Quality Laboratory (Testing)**
What portion of work will be assigned to this subcontractor: **.60%**
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE?** **SBE** (circle one) YES **x** NO
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

EXHIBIT I

Company Name: **Gillingham Water Planning and Engineering, Inc.**
Contact Name and Phone Number: **Douglas P Gillingham, PE, BCEE, Principal; 858.925.7370**
Contact Email: doug@gillingham-water.com
Address: **492 Santa Dominga, Solana Beach, CA 92075**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$90,360**
Requirements of Contract: **Technical Advisor - Pipelines and Constructability**
What portion of work will be assigned to this subcontractor: **.753%**
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: **GMK Consulting, Inc.**
Contact Name and Phone Number: **George M. Khoury, President; 760.975.3680**
Contact Email: makhoury@aol.com
Address: **270 Camino Tablero, Escondido, CA 92029**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$150,000**
Requirements of Contract: **QA/QC and Technical Advisor - Pump Stations**
What portion of work will be assigned to this subcontractor: **1.25%**
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: **Heinrichs Consulting, LLC.**
Contact Name and Phone Number: **Charles A. (Tony) Heinrichs, Managing Member; 619.694.8625**
Contact Email: theinrichsconsulting@gmail.com
Address: **18634 Lancashire Way, San Diego, CA 92138**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$80,000**
Requirements of Contract: **City of San Diego/Project Team Liaison**
What portion of work will be assigned to this subcontractor: **.60%**
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: **Katz & Associates**
Contact Name and Phone Number: **Sarah Rosetto; 858.452.0031**
Contact Email: srossetto@katzandassociates.com
Address: **5440 Morehouse Drive, Suite 1000, San Diego, CA 92121**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$150,000**
Requirements of Contract: **Community Outreach/Stakeholder Coordination**
What portion of work will be assigned to this subcontractor: **1.25%**
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? **WBE, SBE** (circle one) YES NO
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

EXHIBIT I

Company Name: **KEH & Associates, Inc.**
Contact Name and Phone Number: **Ray Fakhoury, Principal; 858.413.5430**
Contact Email: rfakhoury@keygroup.com
Address: **570 Rancheros Drive, Suite 200, San Marcos, CA 92069**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **20.00%**
Requirements of Contract: **Pump Station Team Leader, UTC Pipeline Team Leader, Engineering Design Support Services**
What portion of work will be assigned to this subcontractor: **\$3,000,000**
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: **Lacey Consulting**
Contact Name and Phone Number: **Ronald Lacey, Principal; 619.301.3573**
Contact Email: rlaceyconsult@yahoo.com
Address: **6262 Amesbury Street, San Diego, CA 92114**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **<.50%**
Requirements of Contract: **Community Outreach/Stakeholder Coordination**
What portion of work will be assigned to this subcontractor: **<\$60,000.00**
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: **Matalon Architecture & Planning**
Contact Name and Phone Number: **Michael Matalon, Principal; 858.483.6587, ext. 14**
Contact Email: mbm@matalonarch.com
Address: **910 Grand Avenue, Suite 203, San Diego, CA 92109**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$200,000**
Requirements of Contract: **Pump Station Architecture**
What portion of work will be assigned to this subcontractor: **\$1.60%**
Is the Subcontractor a certified SLBE, ELBE, S/MBE, DBE, DVBE, or OBE? (circle one) YES NO
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **Michael Baker International, Inc.**
Contact Name and Phone Number: **Bob Schlesinger, Vice President; 858.614.5000**
Contact Email: dschlesinger@mbakerintl.com
Address: **9755 Clairemont Mesa Boulevard, San Diego, CA 92124**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$600,000**
Requirements of Contract: **Diversion Structure Team Leader, Engineering Design, Supplemental Surveying, Start-Up & Testing, Value Engineering**
What portion of work will be assigned to this subcontractor: **5.00%**
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: **M.L. Robertson, LC**
Contact Name and Phone Number: **Michael Robertson; 807.558.5686**
Contact Email: mrobertson@col-sol.com
Address: **1941 Forest Creek Lane, Salt Lake City, UT 84121**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$80,000**
Requirements of Contract: **Agency Permitting/Coordination, MTS/Caltrans/SANDAG**
What portion of work will be assigned to this subcontractor: **.60%**
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: **Pacific Drilling Co.**
Contact Name and Phone Number: **Tod Clark, President; 629.294.3682**
Contact Email: tod@pacdrill.com
Address: **5220 Anna Avenue, Suite A, San Diego, CA 92110**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$150,000**
Requirements of Contract: **Geotechnical Drilling**
What portion of work will be assigned to this subcontractor: **1.25%**
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: **RFYeager Engineering, LLC**
Contact Name and Phone Number: **Richard F. Yeager, Principal Corrosion Engineer; 619.746.6265**
Contact Email: rfeager@rfeager.com
Address: **9562 Winter Gardens, Suite D-151, Lakeside, CA 92040**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$100,000**
Requirements of Contract: **Corrosion/Cathodic Protection**
What portion of work will be assigned to this subcontractor: **.83%**
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (circle one) YES NO
If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **V&A Consulting Engineers, Inc.**
Contact Name and Phone Number: **Debra Kaye, Southwest Regional Manager; 858.576.0226**
Contact Email: dkaye@vaengineering.com
Address: **11011 Via Frontera, Suite C, San Diego, CA 92127**
Contract Date: **6/16**
Sub-Contract Dollar Amount: **\$60,000**
Requirements of Contract: **Corrosion/Cathodic Protection**
What portion of work will be assigned to this subcontractor: **.50%**
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.

EXHIBIT I

Company Name: **Yen C. Tu Consulting**

Contact Name and Phone Number: **Yen C. Tu, Principal; 858.695.0834**

Contact Email: yentu2@gmail.com

Address: **11074 Roxboro Road, San Diego, CA 92131**

Contract Date: **6/16**

Sub-Contract Dollar Amount: **<.50%**

Requirements of Contract: **Community Outreach/Stakeholder Coordination**

What portion of work will be assigned to this subcontractor: **<\$60,000.00**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (circle one) YES NO

If yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: Not Applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: Not Applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: Not Applicable

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 ____ / ____ / ____.

EXHIBIT I

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.

Edward F. Othmer Jr, Vice President
Name and Title


Signature

7/26/16
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.

F.2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where ATS nonpayment or other breach of contract in accordance with contract terms, or (iv) for default. Within the past five (5) years, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right, and (ii) ATS has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience with the exception of the following instance:

1) In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

F.4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm as defaulted on a contract, breached a contract, or committed fraud?

statement:

Same response as provided for question #2 above.

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.

Edward F. Othmer Jr., Vice President
Print Name, Title


Signature

7/26/16

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.

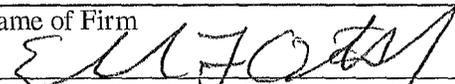
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of 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.

AECOM Technical Services, Inc.

Name of Firm



Signature of Authorized Representative

Edward F. Othmer Jr., Vice President

Printed/Typed Name

7/26/16

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: CIVIL ENGINEERING SERVICES FOR CITY OF SAN DIEGO

DESIGN OF MORENA PUMP STATION AND CONVEYANCE SYSTEM

FOR THE PUBLIC UTILITIES DEPARTMENT CONTRACT NO. H166635

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;

AECOM Technical Services, 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 **Edward F. Othmer Jr.**

Title **Vice President**