

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO**

AND

CH2M HILL ENGINEERS, INC.

FOR

**NORTH CITY WATER RECLAMATION PLANT
EXPANSION AND INFLUENT CONVEYANCE**

CONTRACT NUMBER: H166722

R 310738

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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 CH2M HILL ENGINEERS, INC
FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and CH2M HILL Engineers, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the North City Facilities Expansion and Influent Conveyance (H166722) [Project].

RECITALS

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

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

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

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

ARTICLE I
DESIGN PROFESSIONAL SERVICES

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

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

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

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

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

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

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

ARTICLE II 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 14, 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 City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$17,198,752. The compensation for the Scope of Services shall not exceed \$15,698,752, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$1,500,000.

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		
Funding Phases	Dates	Total Not to Exceed Amount
1	From date of execution of Agreement through completion of Agreement	\$6,499,752
2	From 7/1/2017 through completion of the Agreement	\$8,334,108

3	From 7/1/2018 through completion of the Agreement	\$1,082,446
4	From 7/1/2019 through completion of the Agreement	\$1,082,446
5	From 7/1/2020 through completion of the Agreement	\$100,000
6	From 7/1/2021 through completion of the Agreement	\$100,000
Total		\$17,198,752

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

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

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

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

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

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

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

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

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

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$5,199,752	\$1,300,000	\$6,499,752
2	\$8,334,108	\$0	\$8,334,108
3	\$1,082,446	\$0	\$1,082,446
4	\$1,082,446	\$0	\$1,082,446
5	\$0	\$100,000	\$100,000
6	\$0	\$100,000	\$100,000
Total	\$15,698,752	\$1,500,000	\$17,198,752

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

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of

Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the

City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

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

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

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

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

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to

include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting

approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each

Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional

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

4.7 Drug-Free Workplace. The Design Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Design Professional shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional

understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

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

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

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

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

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

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said

publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

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

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

comply with such provisions before commencing the performance of the work of this Agreement.”

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

4.20.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Design Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration to the City upon request.

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this

Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file

the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

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

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

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

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

provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, c/o Amer Barhoumi, MS 901A, 9192 Topaz Way, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: CH2M HILL ENGINEERS, INC, 402 W. Broadway, Suite 1450, San Diego, CA 92101.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.14 No Waiver. No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this

Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

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

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

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

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

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

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

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

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

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

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

The remainder of this page has been intentionally left blank.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 310738, authorizing such execution, and by the Design Professional pursuant to CH2M HILL ENGINEERS, INC'S signature authority document.

Dated this 16 day of NOV, 16.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature]
~~Scott Chardiez Gomez~~
Deputy Chief Operating Officer
Infrastructure & Public Works

I HEREBY CERTIFY I can legally bind CH2M HILL Engineers, Inc. and that I have read all of this Agreement, this 15 day of AUGUST, 2016.

By: [Signature]
Richard Pyle
Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 17th day of November, 2016.

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Christine Leone

Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

EXHIBIT A
DETAILED SCOPE OF WORK
FOR THE

North City WRP Expansion and North City AWPF Influent Conveyance

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EXHIBIT A
DETAILED SCOPE OF WORK
For The

North City Water Reclamation Plant (WRP) Expansion and North City Advanced Water Purification Facility (AWPF) Influent Conveyance

PHASE A – DESIGN

GENERAL

The City of San Diego is in the process of implementing the Pure Water Program which will utilize water purification technology to treat recycled water that is produced at the North City Water Reclamation Plant (NCWRP) to provide a safe, reliable and drought-proof local water supply through reservoir augmentation. The NCWRP treats wastewater from several San Diego communities and distributes recycled water for irrigation and industrial purposes throughout the surrounding area. As part of the Pure Water Program implementation, the NCWRP will undergo an expansion of several processes which will allow the plant to treat up to 52 million of gallons per day (mgd). This project also entails the design of a pump station and pipeline which will convey tertiary-treated flows produced at the NCWRP to the North City Advanced Water Purification Facility (NCAWPF).

The following defines the CONSULTANT'S scope of work for the detailed design.

The CITY has prepared two (2) separate 10% Preliminary Design Reports for the North City WRP Expansion and the North City AWPF Influent Conveyance. The 10% Preliminary Design Reports, dated February and March 2015 may be downloaded from the following link: <ftp.sannet.gov/OUT/NCWRP>. The 10% Preliminary Design Reports resolved the majority of the issues that will have significant impact on the overall project, such as facility size and location.

The Planning Study, 10% Preliminary Design Reports, Pure Water Program Management Plan (PMP), along with City Standards, including CADD Standards and Specifications for Public Works Construction 2012 Edition will define the scope of work for the detailed design activities. Any significant departure from approved design concepts must be approved by the City.

CONSULTANT is responsible for exercising the appropriate level of engineering to advance the 10% Preliminary Design Reports to a complete and properly coordinated construction level document. Therefore, CONSULTANT will perform the engineering tasks necessary to refine and optimize the project through further development of the Planning Study, 10% Preliminary Design Reports, alternative evaluations, layout and utilization of equipment and materials, operational health and safety, and quality control (QA/QC), all as more specifically described in the Tasks below. CONSULTANT shall take full responsibility for the Final

Design of all tasks authorized by the CITY. CONSULTANT shall prepare documents for the construction of the project in four construction packages as detailed in the predesign reports.

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

TASK 1.00 CITY MANAGEMENT SUPPORT

CONSULTANT will provide management and technical support to the CITY in the execution of the North City WRP Expansion and the North City AWPFF Influent Conveyance design in the areas listed below. CONSULTANT will provide continuous presence in San Diego by technical design management personnel during the design process.

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

1.01 COMMUNICATION AND COORDINATION WITH THE PURE WATER PROGRAM MANAGEMENT TEAM

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

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

1.02 PROJECT EXECUTION PLAN

CONSULTANT shall prepare a Project Execution Plan (PXP) that is specific to the North City WRP Expansion and the North City AWPFF Influent Conveyance. The PXP must follow industry best practices, adhere to policies identified in the PMP and include the following:

- Team Organization
- Project Controls Plan
 - Work Breakdown Structure
 - Project Schedule
 - Project Budget
- Meetings and Workshops
- Document Management Plan

- Quality Management Plan
- Risk Management Plan
- Change Management Plan
- Communications Plan
- Health and safety plan
- Sustainability
- Project Invoicing Plan

DELIVERABLES

- PXP (20 copies)

1.03 PROGRESS MEETINGS AND REPORT

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

1.03.01 DESIGN REVIEW MEETING

CONSULTANT will prepare the meeting Agenda for and attend 15 monthly Design Review Meetings with CITY personnel in the Public Utilities Department (PUD) offices.

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

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

1.03.02 PROJECT STATUS REPORTS

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

- Services Performed During the Invoice Period
- Services to be Performed Next Period
- Out of Scope Work Requested

- Schedule Milestone Summary
- Schedule Issues
- Financial Summary
- Budget Issues
- Decisions Made
- Action Items

DELIVERABLES

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

1.04 SCHEDULING/ENGINEERING AND COST MONITORING

CONSULTANT will prepare and maintain a project-specific schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables.

CONSULTANT shall coordinate the development of the schedule with the CITY to have the schedule be compatible with the Pure Water Project Controls practices, committed milestone dates, and coordination with other projects. Upon approval of the schedule by the CITY, the schedule shall be updated monthly and be provided as an Appendix to the monthly Project Status Report. The schedule must show design completion 15 months after Notice-to-Proceed (NTP), construction completion by June of 2021, and commissioning completed in November 2021. The CONSULTANT'S acknowledges that his/her design and staging of construction must be capable of:

1. Maintaining the North City Water Reclamation operational during construction.
2. Producing reclaimed water at its current capacity during expansion.

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

DELIVERABLES

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

1.05 RECORDS MANAGEMENT

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

1.06 COORDINATION WITH OTHER CITY PROJECTS

This project is an integral part of a large water supply system and will require coordination and design interface with other PUD projects and other Participating Agencies within the Metropolitan Wastewater System. This subtask is based on coordination with other projects identified in the 10% Preliminary Design Reports and other planning documents.

CONSULTANT shall coordinate flow rates, pressure and material requirements with consultants of related projects. CONSULTANT and CITY will define and agree to locations and methods to connect to each adjoining project. Drawings will be provided by the CONSULTANT to the consultants of the connecting projects to identify horizontal, vertical, and alignment conditions associated with each point of contact interface. Responsibilities for final connection will be established based on the last contractor scheduled to perform construction work at the point of connection.

CONSULTANT shall coordinate with the consultants for the Morena Pump Station, WW Force Main and Brine Conveyance project, Advanced Water Purification Facility project, North City Conveyance System project, Cogeneration project, COMNET Distributed Control System, as well as related Program studies. CONSULTANT will also coordinate Electrical Power Distribution, Distributed Control System, phone and plant security issues including interfaces, Incorporation issues, Construction Staging and Contractor's work area limits.

This task includes necessary meetings, field trips, minor engineering revisions, and all other activities, which are required to provide a full coordination effort to make the North City Water Reclamation Plant fully operational and functional. The level of effort for coordination with the CONSULTANT for the Advanced Water Purification Facility as well as the consultant for the Morena Pump Station, WW Force Main and Brine Conveyance project and other consultants shall include up to ten (10) meetings, four (4) hours each meeting and attended by two (2) people.

1.07 KICKOFF MEETING

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

- Officer of the CONSULTANT'S firm
- Project Manager of the CONSULTANT'S firm

- Major Task Leaders
- Representative from each Major Subconsultant

CONSULTANT is responsible for preparing the Agenda and Meeting Minutes.

DELIVERABLES

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

TASK 2.00 PUBLIC INFORMATION PROGRAM ASSISTANCE

Where CITY employees can and currently do perform the 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. CONSULTANT will support the established Project Public Outreach Program (PPOP). An important and time-intensive element of the PPOP support is the attendance at public presentations for technical personnel who can address the complicated issues of the project design and associated impacts. CONSULTANT will coordinate with CITY staff on all project-specific outreach initiatives. With the high potential for public concern regarding this project, such public meetings are anticipated, as described in the following Tasks.

In addition to graphic displays by Architect, CONSULTANT shall plot and mount progress engineering drawings as required or needed

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

2.01 IDENTIFY COMMUNITY ADVISORY GROUPS AND IMPACTED COMMUNITIES

The 10% Preliminary Design Reports 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. CONSULTANT shall utilize and expand the list to include any additional community groups that this project may impact. Additionally, CONSULTANT shall:

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

- Schedule all Community Advisory Group meetings, Community Group meetings, and all Outreach Events in consultation with the City's Staff
- Support the CITY Project Manager in updating their Stakeholder Register

2.02 ATTEND COMMUNITY ADVISORY FOCUS GROUP MEETINGS

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

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

- Four (4) meetings
- Two (2) persons attending per meeting, 4 hours per meeting.

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

DELIVERABLES

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

2.03 ATTENDANCE AT AND PREPARATION FOR PUBLIC INFORMATION MEETINGS

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

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

- Four (4) meetings
- One (1) persons attending per meeting

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

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

DELIVERABLES

- Informational documents and visual aids for public meetings (1 hard copy)
- Architect will prepare up to two (2) graphic boards (1 hard copy)

2.04 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW

CONSULTANT will attend public meetings as required during the Environmental Impact Review (EIR) period to receive comments on the draft EIR. The level of participation for these meeting will include 4 meetings, 2 hours each with 2 persons attending.

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

TASK 3.00 ENVIRONMENTAL IMPACT REPORT (EIR) SUPPORT

The EIR for the North City WRP Expansion and the North City AWP Influent Conveyance will be prepared by others. CONSULTANT is required to provide coordination time and deliverables, including technical support for alternative conveyance alignment, in support of the environmental documentation. CONSULTANT will provide all needed information to support EIR preparation by others. Information shall be provided in a timely manner to meet completion of the EIR and allow the CITY to meet its goal of having the facility online by early 2021.

TASK 4.00 INVESTIGATIONS

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

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

4.01 SURVEYING AND MAPPING (NIC)

4.02 PROPERTY ACQUISITION ASSISTANCE (NIC)

4.03 GEOTECHNICAL INVESTIGATION

CONSULTANT will perform geotechnical investigations and prepare reports that comply with City Standards for Geotechnical Reports for Types I, III and IV as appropriate. Geotechnical services shall include soil borings necessary to observe, test, classify soils, and monitor groundwater. The number, spacing, and depth of the soil borings shall be determined by the CONSULTANT'S qualified geotechnical engineer, and shall consider the various construction methods that may be utilized (open cut, horizontal directional drill, micro-tunnel, auger bore, TBM, etc.). For work within Caltrans Right of Way (ROW), the minimum requirements as stated in Caltrans guidelines shall apply. CONSULTANT'S proposal shall specify the number of required borings, as well as a unit price per boring. Prior to any soil boring or ground disturbance, appropriate environmental clearance shall be required.

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

CONSULTANT shall prepare the Geotechnical Design and Data Report which will include recommended bedding and backfill, design and soil loading pressures, seismic analysis and recommended design criteria, analysis of native soil for backfill, slope stability and shoring requirements, liquefaction mitigation, 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). CONSULTANT shall provide recommendations for worker's health and safety during the excavation.

A geological/geotechnical map shall be prepared in accordance with Clean Water Program (CWP) Geotechnical Guidelines. It shall include all borings (including those available from the CITY'S past investigations) and geologic conditions in accordance with the CWP Guidelines. CONSULTANT shall provide maps of the project area, showing current investigation findings as well as information from past investigations. A geologic cross section should also be provided along the alignment.

DELIVERABLES

- Draft Geotechnical Design and Data Report (10 copies each)
- Final Geotechnical Design and Data Report (10 copies each)
- Geological/Geotechnical Maps(s) (10 copies each)

4.04 CORROSION CONTROL

All direct buried and submerged ferrous piping shall be provided with bonded dielectric coatings and cathodic protection (CP) systems. The cathodic protection systems may be either impressed current or sacrificial anode systems. New piping systems shall incorporate the following design features:

- CP system shall be designed to satisfy the -0.850 Volt polarized potential criterion in accordance with NACE SP0159 at all points along its length.
- 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 soil testing performed.
- Provide test stations at various location along each buried piping system. Test station spacing shall be as necessary to effectively evaluate cathodic protection systems. At a minimum, test stations shall be provided at each end of a piping system, at the

midpoint, at every buried insulating joint, and at any cased crossing. Test station spacing shall not exceed 1,000 feet.

- Provide electrical isolation from pumping stations, connections to existing pipelines and facilities, electrically grounded equipment, steel casings, and reinforced concrete structures.
- Provide electrical continuity for all buried piping by either fully welding all joints and/or installing joint bond cables.

DELIVERABLES

- Draft and Final Cooperative Basis of Design Report (5 copies & 1 electronic copy)
- Draft and Final CP Design Calculations (5 copies & 1 electronic copy)

TASK 5.00 DESIGN DEVELOPMENT

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

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

5.01 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES

CONSULTANT will obtain available Record Drawings 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. CONSULTANT will prepare a list of existing utilities and locations of these utilities, including potholing.

Field verification (potholing) of existing utilities will be limited to 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 will show the horizontal locations of overhead and buried utilities and of all known public and private utilities on plan and profiles. CONSULTANT shall include cost estimates for relocating utilities in the Construction Cost Estimate.

DELIVERABLES

- List of existing utilities that require exact horizontal and vertical locations for final design Pothole list showing pavement and utility elevations (20 copies)
- Table and maps showing all existing utilities, and those which must be relocated (20 copies)
- Letter report explaining the method used in obtaining available Record Drawings from public and private utility companies (20 copies)
- Updated topographic mapping showing existing utilities

5.02 30% DESIGN DEVELOPMENT

This task shall include advancement of the information presented in the 10% Preliminary Design Reports and the scope elements from the NCWRP Equipment Condition for Hydraulic Assessment Final Report (dated July 14, 2016) to 30% Design completion. Included in the 30% Design shall be an update to any design issues or omission from the 10% Preliminary Design Reports. The 30% Design shall be in conformance to State and City policies, such as San Diego Policy 900-14 that addresses LEED Standards, and comply with the CWP Design Guidelines. CONSULTANT shall use the 10% Preliminary Design Reports and NCWRP Equipment Condition for Hydraulic Assessment Final Report to the fullest extent possible in preparation of the 30% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by CONSULTANT in the course of utilization of the 10% Preliminary Design Reports and Draft Final NCWRP Equipment Condition for Hydraulic Assessment Final Report. In this event, CONSULTANT shall resolve issues with CITY in a timely fashion to complete the 30% Design. Resolution of issues raised and their incorporation in the Design Development will be done at no additional cost to the CITY. The CITY must provide written authorization to the CONSULTANT before the CONSULTANT that can proceed with 60% Design.

30% Design Development Report:

The 30% Design Report will consist of final TM, which will expand on all previous information presented and shall describe major deviations from the 10% Preliminary Design Reports and Draft Final NCWRP Equipment Condition for Hydraulic Assessment Final Report. The 30% Design Report shall be in conformance with the Standard Specifications for Public Works Construction, 2015 Edition.

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

- Description of interface requirements with other projects

- Preliminary layouts for the North City Water Reclamation Plant Expansion and the pump station (North City AWPf Influent Conveyance), including major equipment, control system and appurtenances
- Hydraulic and engineering calculations, (hydraulic transient analysis will be completed after the pump station and pipeline design has progressed sufficiently to perform
- Recommendation of long lead time equipment and materials which should be pre-purchased to facilitate project schedule
- Plan and profile views of the pump station pipeline of the selected alignment
- Identification and location of pipeline appurtenances on plan and profile views
- Traffic control concept plan (including trench profiles and traffic volumes)
- Basis on Construction Cost Estimate
- Construction schedule and construction sequencing

5.03 IDENTIFY CONSTRUCTION STAGING AREAS

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

5.04 DESIGN CHANGE TECHNICAL MEMORANDUM

The CONSULTANT shall review and confirm findings of the 10% Predesign Report and NCWRP Equipment Condition for Hydraulic Assessment Final Report and shall prepare and submit a draft and final TM detailing all changes or deviations from the 10% Preliminary Design Reports and NCWRP Equipment Condition for Hydraulic Assessment Final Report. All agreed upon modifications to the 10% Reports and NCWRP Equipment Condition for Hydraulic Assessment Final Report shall be incorporated into the new design at no cost to the City. The City and the CONSULTANT will negotiate any item that is considered outside the scope of work. 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 (20 copies)
- Final TM (20 copies)

5.05 AUTHORIZATION FOR FINAL DESIGN

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

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

DELIVERABLES

The deliverables for the 30% Design Report shall be twenty (20) bound copies. CONSULTANT is also required to save PDFs of all Task 6 deliverables on the Pure Water Program Portal.

- 30% Design Drawings
- The drawing deliverables of this Task shall be provided as twenty (20) half-size (11" x 17") drawings and ten (10) full-size (24" x 36") drawings
- One (1) typical drawing for each discipline will be submitted on electronic media in accordance with the CADD Guidelines in Appendix A-2 of the CWP Guidelines. Consultant to confirm requirements with the City.
- Comprehensive list of all documents collected for design including CITY and private utilities
 - The list shall appear on the title sheet of the design (20 copies)

TASK 6.00 FINAL DESIGN

The 10% Preliminary Design Report for the North City Water Reclamation Plant (WRP) Expansion included in the RFP bases the design on a 10 day Solids Retention Time (SRT) and a tertiary filter flow rate of 7.5 gpm per square foot.

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

- Construction Package 1: Flow Equalization Basin: This work will include the addition of a third flow equalization basin as described in the 10% EDR.

- **Construction Package 2: North City WRP Expansion:** This package will include the work required to expand the treatment capacity to 52 MGD, including new aeration basins, new filters, new secondary clarifiers, new primary clarifiers, modifications to the existing aeration basins, and other modifications as described in the 10% EDR. Furthermore, the City may add construction components (design drawings and specifications) of the Morena Pump Station Force Main and Brine line that are within the North City Water Reclamation Plant footprint into this construction package. In addition, the package will include the design for the following items as described in the NCWRP Equipment Condition for Hydraulic Assessment Final Report, dated July 14, 2016:

Equipment Upgrades Requiring Engineering Design - Engineering, Design Drawings, and Specifications Required

<i>Item Number</i>	<i>Equipment</i>	<i>Scoping Document</i>
1	Influent Pump Station VFD's	NCWRP Equipment Condition for Hydraulic Assessment Final Report
2	Screenings Press	10% EDR - New Equipment
3	Grit Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
4	Grit Cyclones/Classifiers	10% EDR - New Equipment
5	Primary Sludge Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
6	Primary Sludge Clarifier/PE Channel Mixer	NCWRP Equipment Condition for Hydraulic Assessment Final Report
7	RAS/PE Mixers	NCWRP Equipment Condition for Hydraulic Assessment Final Report
8	Intermediate Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
9	Intermediate Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report
10	Blow-Off Valves	NCWRP Equipment Condition for Hydraulic Assessment Final Report
11	DO Control for Aerobic Zones 3 and 4	10% EDR - New Equipment
12	Anoxic Zone Mixers	10% EDR - New Equipment
13	Recycled Water Pump VFD's	NCWRP Equipment Condition for Hydraulic Assessment Final Report
14	Recycled Water Pump Addition	10% EDR-New Equipment, CONSULTANT to evaluate need of additional pump and to design/include the design of the pump in this construction package.

**In Kind Equipment Replacement-
Specification and Location Drawings
Required**

<i>Item Number</i>	<i>Equipment</i>	<i>Scoping Document</i>
18	Grit Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report
19	Primary Scum Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
20	Primary Scum Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report
21	RAS Pumps	10% EDR - New Equipment
22	Secondary Scum Pumps and Electric Motors	10% EDR - New Equipment
23	Mixed Liquor Recycle Pumps	10% EDR - New Equipment
24	Mixed Liquor Recycle Pump Electric Motors	10% EDR - New Equipment
25	Blended Sludge Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report

**Upgrades Requiring
Refurbishment/Rehabilitation of Existing
Plant Equipment -
Refurbishment/Rehabilitation Specification
for Equipment**

<i>Item Number</i>	<i>Equipment</i>	<i>Scoping Document</i>
26	Influent Pump Station Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
27	Bar Screens	NCWRP Equipment Condition for Hydraulic Assessment Final Report
28	Screenings Conveyor	NCWRP Equipment Condition for Hydraulic Assessment Final Report
29	Scum Concentrator	NCWRP Equipment Condition for Hydraulic Assessment Final Report
30	Grit Aeration Blowers	NCWRP Equipment Condition for Hydraulic Assessment Final Report
31	Primary Sludge Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report
32	Primary Sludge Grinders	NCWRP Equipment Condition for Hydraulic Assessment Final Report
33	Aeration Blowers	10% EDR - New Equipment
34	RAS Pump Electric Motors	10% EDR - New Equipment
35	Low Capacity WAS Pumps and Electric Motors	10% EDR - New Equipment
36	Blended Sludge Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report

37	UWHP Pumps	NCWRP Equipment Condition for Hydraulic Assessment Final Report
38	UWHP Pump Electric Motors	NCWRP Equipment Condition for Hydraulic Assessment Final Report

The design will include the replacement of the equipment but will not include the replacement of ancillary piping, supports, valves, etc., related to the equipment. However, if new equipment is being installed which does not match the existing units, the design will include the replacement of any ancillary piping, supports, valves, etc., related to that piece of equipment as described in the NCWRP Equipment Condition for Hydraulic Assessment Final Report

- Construction Package 3: North City AWPf Influent Conveyance: This work will include the new AWPf pump station and conveyance to the Advanced Plant as described in the 10% EDR.
- Construction Package 4: Early Sitework and Ozone/BAC Relocation: This package will include the site work required for the new secondary clarifiers, the relocation of the electrical service, and the relocation of any underground piping as need to support the installation of the secondary clarifiers. In addition, the City will provide drawings and specifications for the relocation of the Ozone/BAC areas for inclusion into the package.

Construction Package 4 - Early Sitework and Ozone/BAC Relocation will only require a 90% and final design delivery after the completion of the 30% design.

CONSULTANT will ensure that the NCWRP instrumentation and control systems, including the distributed control system (DCS), are included in this phase through the design to accommodate the expansion of the plant to 52 MGD

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, 100% level of final design, and final design.

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

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

The City will provide generic division 0 and division 1 as a baseline for the CONSULTANT use on this project.

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

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

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

LEED certification is not currently required. Should it be required for the AWPf pump station, it will be done as additional services.

The review of the 10% EDR shall include evaluating the capabilities of the existing odor control system. Should modifications be required to the existing odor control system, they will be performed as additional services under Task 15 Additional Services.

The process design has been based on the plant influent data and effluent criteria available in the 10% EDR. Updated plant influent data will be provided to the CONSULTANT for use in the final process evaluation. Should major changes be required to the facilities shown in the 10% EDR based on the updated plant influent data, the changes shall be performed as additional services under Task 15 Additional Services.

The layout and details of the distributed control system extension for the plant expansion will be included based on the I/O listings provided by the CONSULTANT. This will include space, power, network block diagrams, location requirements for remote I/O and termination cabinets, process control modules, and control room requirements, as well as environmental and all other interface requirements for inclusion into the design.

The design of the co-generation system is not included in this scope and shall be performed by others.

The design services do not include developing applications for electrical utility energy grants.

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

FIBER REINFORCED PLASTIC SPECIALTY

The CONSULTANT shall retain the services of a fiber reinforced plastic specialty firm to perform a complete and detailed design of all fiber reinforced plastic (FRP) elements. The services shall include the preparation of construction drawings of the FRP vessels and associated piping. Fabrication specifications detailing FRP materials, thicknesses,

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

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

- Chemical day tanks
- Chemical bulk storage tanks

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

The following applies to this Final Design Phase:

- Task 5.00 scope descriptions will apply as appropriate
- For design team members using AutoCAD, one (1) typical drawing per discipline and all appropriate reference files shall be translated into Micro Station and shall be submitted in electronic media at each submittal in electronic media
 - For those using Micro Station all drawings will be submitted in electronic media
 - At final design all drawings will be submitted in Intergraph electronic media
 - CITY will provide the “front-end” of the specifications if not included in the CWP Guidelines for Design Consultants

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

6.01 FINAL DESIGN PACKAGE 1 – FLOW EQUALIZATION

6.01.01 60% LEVEL OF FINAL DESIGN

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

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

6.01.01.01 CONSTRUCTABILITY REVIEW

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

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

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

DELIVERABLES

- Review Comment Log with Responses to Comments

6.01.01.02 AUTHORIZATION FOR 100% DESIGN

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

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

DELIVERABLES

- 60% Design drawings and specifications
- 60% design deliverable shall be submitted as twenty (25) hard copies (drawing size will be 11" x 17")
- Electronic media shall be in accordance with the CITY CADD Guidelines

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

6.01.02 100% LEVEL OF FINAL DESIGN

Consultant will advance the 60% Design submittal to 100% Design level. CONSULTANT shall incorporate agreed upon CITY comments from the 60% Design submittal and

Constructability Review. CONSULTANT shall ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist shown in Table A-1.

6.01.02.01 PLAN CHECK

CONSULTANT shall submit 100% Design complete plans and specifications to the local jurisdiction for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. CONSULTANT will contact the local agency for specific Plan Check review requirements and process accordingly. Response to Request for Information from CITY of San Diego Development Services Department, Plan Check Section, including meetings, telephone and written communications, are included in this task.

6.01.02.02 AUTHORIZATION FOR FINAL DESIGN

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

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

DELIVERABLES

- 100% Design drawings, structural calculations and specifications
- 100% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings
- Electronic media shall be in accordance with CITY CADD Guidelines

6.01.03 FINAL DESIGN SUBMITTAL

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

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

6.01.03.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

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

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

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

DELIVERABLES

- Final Design Notebooks to CITY (5 copies)
- Final drawings, structural calculations and specifications shall be submitted as: twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")
- Electronic media shall be in accordance with CITY CADD Guidelines
- Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines
- Specifications shall be provided on Word files with one (1) full size "camera ready" copy delivered

6.02 FINAL DESIGN PACKAGE 2 – NORTH CITY WRP EXPANSION

6.02.01 60% LEVEL OF FINAL DESIGN

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

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

6.02.01.01 CONSTRUCTABILITY REVIEW

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

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

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

DELIVERABLES

- Review Comment Log with Responses to Comments

6.02.01.02 AUTHORIZATION FOR 100% DESIGN

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

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

DELIVERABLES

- 60% Design drawings and specifications
- 60% design deliverable shall be submitted as twenty (25) hard copies (drawing size will be 11" x 17")
- Electronic media shall be in accordance with the CITY CADD Guidelines

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

6.02.02 100% LEVEL OF FINAL DESIGN

Consultant will advance the 60% Design submittal to 100% Design level. CONSULTANT shall incorporate agreed upon CITY comments from the 60% Design submittal and

Constructability Review. CONSULTANT shall ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist shown in Table A-1.

6.02.02.01 PLAN CHECK

CONSULTANT shall submit 100% Design complete plans and specifications to the local jurisdiction for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. CONSULTANT will contact the local agency for specific Plan Check review requirements and process accordingly. Response to Request for Information from CITY of San Diego Development Services Department, Plan Check Section, including meetings, telephone and written communications, are included in this task.

6.02.02.02 AUTHORIZATION FOR FINAL DESIGN

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

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

DELIVERABLES

- 100% Design drawings, structural calculations and specifications
- 100% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings
- Electronic media shall be in accordance with CITY CADD Guidelines

6.02.03 FINAL DESIGN SUBMITTAL

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

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

6.02.03.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

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

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

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

DELIVERABLES

- Final Design Notebooks to CITY (5 copies)
- Final drawings, structural calculations and specifications shall be submitted as: twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")
- Electronic media shall be in accordance with CITY CADD Guidelines
- Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines
- Specifications shall be provided on Word files with one (1) full size "camera ready" copy delivered

6.03 FINAL DESIGN PACKAGE 3 – NORTH CITY AWWP PS AND INFLUENT CONVEYANCE

6.03.01 60% LEVEL OF FINAL DESIGN

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

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

6.03.01.01 CONSTRUCTABILITY REVIEW

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

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

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

DELIVERABLES

- Review Comment Log with Responses to Comments

6.03.01.02 AUTHORIZATION FOR 100% DESIGN

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

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

DELIVERABLES

- 60% Design drawings and specifications
- 60% design deliverable shall be submitted as twenty (25) hard copies (drawing size will be 11" x 17")
- Electronic media shall be in accordance with the CITY CADD Guidelines

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

6.03.02 100% LEVEL OF FINAL DESIGN

Consultant will advance the 60% Design submittal to 100% Design level. CONSULTANT shall incorporate agreed upon CITY comments from the 60% Design submittal and

Constructability Review. CONSULTANT shall ensure the 100% Design includes all applicable criteria listed in the 100% Design Review Checklist shown in Table A-1.

6.03.02.01 PLAN CHECK

CONSULTANT shall submit 100% Design complete plans and specifications to the local jurisdiction for building Plan Check review and complete the Plan Check process for issuance of a Building Permit. CONSULTANT will contact the local agency for specific Plan Check review requirements and process accordingly. Response to Request for Information from CITY of San Diego Development Services Department, Plan Check Section, including meetings, telephone and written communications, are included in this task.

6.03.02.02 AUTHORIZATION FOR FINAL DESIGN

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

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

DELIVERABLES

- 100% Design drawings, structural calculations and specifications
- 100% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings
- Electronic media shall be in accordance with CITY CADD Guidelines

6.03.03 FINAL DESIGN SUBMITTAL

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

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

6.03.03.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

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

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

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

DELIVERABLES

- Final Design Notebooks to CITY (5 copies)
- Final drawings, structural calculations and specifications shall be submitted as: twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")
- Electronic media shall be in accordance with CITY CADD Guidelines
- Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines
- Specifications shall be provided on Word files with one (1) full size "camera ready" copy delivered

6.04 FINAL DESIGN PACKAGE 4 – EARLY SITEWORK

6.04.01 90% LEVEL OF FINAL DESIGN

CONSULTANT will advance the 30% Design submittal to the 90% Design level. CONSULTANT shall incorporate agreed upon CITY review comments from the 30% Design submittal. CONSULTANT shall ensure the 90% Design includes all applicable criteria listed in the 60% and 90% Design Review Checklists in Table A-1. 90% Design services shall include preparation of construction drawings and specifications.

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

6.04.01.01 PLAN CHECK

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.

6.04.01.02 CONSTRUCTABILITY REVIEW

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

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

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

DELIVERABLES

- Review Comment Log with Responses to Comments

6.04.01.03 AUTHORIZATION FOR FINAL DESIGN

CONSULTANT will 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 4 hours. CONSULTANT shall make required corrections and/or respond to comments as a result of CITY'S review process. Written responses back to the CITY will be provided within fifteen (15) working days and a minimum of one (1) week in advance of the Design Review Meeting.

DELIVERABLES

- 90% Design drawings, structural calculations and specifications
- 90% Design deliverable shall be submitted as thirty (30) hard copies of half size drawings (drawings will be 11" x 17") and twenty (20) copies of full size drawings
- Electronic media shall be in accordance with CITY CADD Guidelines

6.04.02 FINAL DESIGN SUBMITTAL

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

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

6.04.02.01 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING

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

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

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

DELIVERABLES

- Final Design Notebooks to CITY (5 copies)
- Final drawings, structural calculations and specifications shall be submitted as: twenty (20) hard copies (bound copies of letter size specifications and bound set of half sized drawings 11" x 17")
- Electronic media shall be in accordance with CITY CADD Guidelines
- Final Design deliverables of plans shall be submitted as one (1) set of reproducible mylars and also on electronic media in accordance with the CADD Guidelines
- Specifications shall be provided on Word files with one (1) full size "camera ready" copy delivered

TASK 7.00 SUPPLEMENTAL DESIGN

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

7.01 TRANSIENT ANALYSIS

The North City AWP Influent Conveyance project will entail a pump station and pipeline which will convey tertiary effluent from the North City Water Reclamation Plant to the new Advanced Water Purification Facility. As part of the design, the CONSULTANT shall perform a hydraulic transient analysis of all transient phenomena and proposed control measures at the 30% design. The CONSULTANT shall be responsible to update the analysis at any point to reflect any design change.

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

The CONSULTANT shall conduct two (2) meetings with the CITY to discuss the draft technical memorandum.

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

DELIVERABLES

- Twenty (20) copies of draft technical memorandum
- Twenty (20) copies of final technical memorandum

TASK 8.00 DESIGN REVIEWS AND APPROVALS

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

8.01 FINAL DESIGN PACKAGE 1 – FLOW EQUALIZATION

8.01.01 CITY DESIGN REVIEW

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

CITY review comments will be summarized in one Review Comment Log with a space provided for CONSULTANT responses regarding action taken on the review comment. CITY

review comments will be coded to define the significance of the comment as to “consider, investigate, or make correction noted.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development. The 60% review will include verifying the incorporation of the constructability review comments.

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

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

DELIVERABLES

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

8.02 FINAL DESIGN PACKAGE 2 – NORTH CITY WRP EXPANSION

8.02.01 CITY DESIGN REVIEW

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

CITY review comments will be summarized in one Review Comment Log with a space provided for CONSULTANT responses regarding action taken on the review comment. CITY review comments will be coded to define the significance of the comment as to “consider, investigate, or make correction noted.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development. The 60% review will include verifying the incorporation of the constructability review comments.

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

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

DELIVERABLES

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

8.03 FINAL DESIGN PACKAGE 3 – NORTH CITY AWPF PS AND INFLUENT CONVEYANCE

8.03.01 CITY DESIGN REVIEW

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

CITY review comments will be summarized in one Review Comment Log with a space provided for CONSULTANT responses regarding action taken on the review comment. CITY review comments will be coded to define the significance of the comment as to “consider, investigate, or make correction noted.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30%, 60%, and 100% Design to review the comments and confirm design development. The 60% review will include verifying the incorporation of the constructability review comments.

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

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

DELIVERABLES

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

8.04 FINAL DESIGN PACKAGE 4 – EARLY SITEWORK

8.04.01 CITY DESIGN REVIEW

30%, 90%, and Final Designs shall be submitted to the CITY for review. The 30% design review will be performed on the design development documents prior to being broken out by design packages. CITY will collect review comments, resolve conflicts, and provide and one (1) electronic copy in of all review comments **within 21 calendar days of receipt of CONSULTANT submittal, including Value Engineering comments.** In addition, CITY will review each design against the respective Design Review Checklist. Design Review Checklists are included herein in Table A-1.

CITY review comments will be summarized in one Review Comment Log with a space provided for CONSULTANT responses regarding action taken on the review comment. CITY review comments will be coded to define the significance of the comment as to “consider, investigate, or make correction noted.”

Design Review Meetings between the CITY and the CONSULTANT shall be conducted at 30% and 90% Design to review the comments and confirm design development. The final design review will include verifying the incorporation of the constructability review comments.

CITY will review CONSULTANT'S Final Design Submittal to ensure that comments from 90% Design, Constructability, and Plan Check were incorporated and hold a meeting, if needed, to discuss omissions.

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

DELIVERABLES

- Complete the Design Comment Log responding to CITY review comments following the 30%, 90%, and Final Design complete submittal reviews
- Attend four (4) review meetings, four (4) hours in length each and attended by two (2) staff members

TASK 9.00 VALUE ENGINEERING

CONSULTANT will present the 30% Design documents to the Value Engineering (VE) Team in a workshop format. CONSULTANT will present the cost estimate (Class 3) and other relevant information including investigations into options that were not implemented. The design team will be requested to participate with the VE Team. (Duration of participation will be limited to 20 hours). A Sustainability Review, including Triple Bottom Line Analysis, will be incorporated into the VE Study.

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

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

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

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

DELIVERABLES

- TM responding to the VE recommendations (10 copies)

TASK 10.00 CONSTRUCTION COST ESTIMATES

CONSULTANT shall prepare cost estimates in accordance with American Association of Cost Estimators (AACE) Guidelines. In developing these cost estimates, data for the various work categories and disciplines will be prepared in Excel spreadsheet format. The 30% cost estimates shall include a lifecycle cost analysis and the 100% cost estimate shall include Operation and Maintenance costs. A narrative, describing the basis for the cost estimate, including a description of the Work Breakdown Structure, shall be included. Written quotes for major cost items shall be part of the narrative. CONSULTANT will provide a comparison of the cost estimate against the most recent project Baseline Budget that shows the variance between the two budgets.

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

10.01 FINAL DESIGN PACKAGE 1 - FLOW EQUALIZATION

10.01.01 PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR CCI. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will use judgmental allowances for completing the construction cost estimate. This estimate will include a lifecycle cost analysis. This estimate will be performed on the design development submittal prior to breaking the work into design packages.

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

The accuracy of the cost estimate at this level of project definition is defined as an AACE Class 3 (Class B) estimate.

DELIVERABLES

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

10.01.02 PREPARE 60% CONSTRUCTION COST ESTIMATE

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

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

The accuracy of the construction cost estimate is defined as an AACE Class 2 (Class AB) budget estimate.

DELIVERABLES

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

10.01.03 PREPARE 100% CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 60% Design Class 2 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 60% estimate and include O&M costs. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 60% estimate. The definition and qualifications of the 60% estimate also apply to this estimate. O&M costs will be provided in this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

- 100% cost estimate (20 Copies)
- Narrative for the construction of facilities (20 Copies)

10.01.04 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 100% Design Class 1 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 100% estimate. O&M costs will not be included in this estimate. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 100% estimate. The definition and qualifications of the 100% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

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

10.02 FINAL DESIGN PACKAGE 2 – NORTH CITY WRP EXPANSION

10.02.01 PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR CCI. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will use judgmental allowances for completing the construction cost estimate. This estimate will include a lifecycle cost analysis. This estimate will be performed on the design development submittal prior to breaking the work into design packages.

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

The accuracy of the cost estimate at this level of project definition is defined as an AACE Class 3 (Class B) estimate.

DELIVERABLES

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

10.02.02 PREPARE 60% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR. Where insufficient information is developed to obtain reasonably accurate

development of quantities, CONSULTANT will use judgmental allowances for completing the construction cost estimate.

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

The accuracy of the construction cost estimate is defined as an AACE Class 2 (Class AB) budget estimate.

DELIVERABLES

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

10.02.03 PREPARE 100% CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 60% Design Class 2 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 60% estimate and include O&M costs. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 60% estimate. The definition and qualifications of the 60% estimate also apply to this estimate. O&M costs will be provided in this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

- 100% cost estimate (20 Copies)
- Narrative for the construction of facilities (20 Copies)

10.02.04 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 100% Design Class 1 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 100% estimate. O&M costs will not be included in this estimate. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 100% estimate. The definition and qualifications of the 100% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

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

10.03 FINAL DESIGN PACKAGE 3 – NORTH CITY AWPf PS AND INFLUENT CONVEYANCE

10.03.01 PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR CCI. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will use judgmental allowances for completing the construction cost estimate. This estimate will include a lifecycle cost analysis. This estimate will be performed on the design development submittal prior to breaking the work into design packages.

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

The accuracy of the cost estimate at this level of project definition is defined as an AACE Class 3 (Class B) estimate.

DELIVERABLES

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

10.03.02 PREPARE 60% CONSTRUCTION COST ESTIMATE

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

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

The accuracy of the construction cost estimate is defined as an AACE Class 2 (Class AB) budget estimate.

DELIVERABLES

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

10.03.03 PREPARE 100% CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 60% Design Class 2 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 60% estimate and include O&M costs. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 60% estimate. The definition and qualifications of the 60% estimate also apply to this estimate. O&M costs will be provided in this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

- 100% cost estimate (20 Copies)
- Narrative for the construction of facilities (20 Copies)

10.03.04 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 100% Design Class 1 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 100% estimate. O&M costs will not be included in this estimate. CONSULTANT shall resolve any discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 100% estimate. The definition and qualifications of the 100% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

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

10.04 FINAL DESIGN PACKAGE 4 – EARLY SITEWORK

PREPARE 30% CONSTRUCTION COST ESTIMATE

CONSULTANT will develop quantity surveys and prepare construction cost estimates based on current ENR CCI. Where insufficient information is developed to obtain reasonably accurate development of quantities, CONSULTANT will use judgmental allowances for completing the construction cost estimate. This estimate will include a lifecycle cost analysis. This estimate will be performed on the design development submittal prior to breaking the work into The 30% design review will be performed on the design development documents prior to being broken out by design packages.

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

The accuracy of the cost estimate at this level of project definition is defined as an AACE Class 3 (Class B) estimate.

DELIVERABLES

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

10.04.01 PREPARE 90% CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 30% Design Class 3 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 30% estimate and include O&M costs. CONSULTANT shall resolve any

discrepancy between the two estimates. No new quantity surveys or re-pricing of unit quantities will be performed in the update of the 90% estimate. The definition and qualifications of the 30% estimate also apply to this estimate. O&M costs will be provided in this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES

- 90% cost estimate (20 Copies)
- Narrative for the construction of facilities (20 Copies)

10.04.02 FINAL PRE-BID CONSTRUCTION COST ESTIMATE

CONSULTANT will update the 90% Design Class 1 estimate, which will be compared and coordinated with the construction (CM) estimate to incorporate any project revisions since the preparation of the 90% estimate. O&M costs will not be included in this estimate. 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% estimate. The definition and qualifications of the 90% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

DELIVERABLES (20 COPIES EACH)

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

TASK 11.00 PERMITTING

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

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

11.01 PERMIT WORK PLAN AND SCHEDULE

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

FEDERAL

- U.S. Fish and Wildlife Service (will be done by others)
- U.S. Army Corps of Engineers (will be done by others)

STATE

- Department of Drinking Water (DDW)
- California Coastal Commission
- State Water Resources Control Board
- Regional Water Quality Control Board (RWQCB) (will be done by others)
- California Department of Health Services (DHS)
- California Occupational Safety and Health Agency (CAL-OSHA)
- California Department of Transportation (CalTrans)

LOCAL

- San Diego Metropolitan Transit System
- City of San Diego Transportation and Storm Water Department
- City of San Diego Public Utilities Department
- County of San Diego Department of Public Works Flood Control District
- County of San Diego Air Pollution Control District
- City of San Diego Development Services Department ()
- City of San Diego Fire-Rescue Department
- Utility Companies
- San Diego Gas & Electric

DELIVERABLES

- Permit Work Plan and Schedule (5 copies)
- Real Estate and Permit Tracking Form (included in Design submittals)

11.02 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS

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

CITY will prepare and acquire Regional Water Quality Control Board (RWQCB) Report of Waste Discharge and Permits, and Department of Drinking Water (DDW) technical reports

and permits to support the operation of the North City WRP Expansion and North City AWPF Influent Conveyance.

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

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

For the San Diego Air Pollution Control District, CONSULTANT will prepare permit applications and Technical Reports/Study for the "Authority to Construct" and "Permit to Operate". All air emissions modeling required for the permit submittals shall be done by others or as an additional service under Task 15 Additional Services.

DELIVERABLES

- Permit applications (20 copies)
- Engineering and technical reports (20 copies)
- Stormwater Pollution Prevention Plan (20 copies)
- Mitigation, Monitoring or, Work Progression Plans (20 copies)

11.03 COORDINATION AND AGENCY INTERACTION

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

DELIVERABLES

- Meeting Agenda (20 copies)
- Meeting Minutes (20 copies)
- Engineering or Technical Support Information (20 copies)

TASK 12.00 OPERATIONS AND MAINTENANCE

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

12.01 OPERATIONS AND MAINTENANCE ENGAGEMENT

12.01.01 OPERATIONS AND MAINTENANCE ENGAGEMENT DESIGN PACKAGE 1 - FLOW EQUALIZATION

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at four (4) (two (2) hours each) Operation and Maintenance Meetings (30%, 60%, and 100% Design). The 30% meeting will be held based on the design development documents prior to breaking the work into design packages.

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

DELIVERABLES

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

12.01.02 OPERATIONS AND MAINTENANCE ENGAGEMENT DESIGN PACKAGE 2 - NORTH CITY WRP EXPANSION

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at four (4) (two (2) hours each) Operation and Maintenance Meetings (30%, 60%, and 100% Design). The 30% meeting will be held based on the design development documents prior to breaking the work into design packages.

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

DELIVERABLES

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

12.01.03 OPERATIONS AND MAINTENANCE ENGAGEMENT DESIGN PACKAGE 3 – NORTH CITY AWPFS AND INFLUENT CONVEYANCE

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at four (4) (two (2) hours each) Operation and Maintenance Meetings (30%, 60%, and 100% Design). The 30% meeting will be held based on the design development documents prior to breaking the work into design packages.

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

DELIVERABLES

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

12.01.04 OPERATIONS AND MAINTENANCE ENGAGEMENT DESIGN PACKAGE 4 – EARLY SITEWORK

CONSULTANT will engage CITY Operations and Maintenance staff throughout design to help ensure facilities meet their needs. CONSULTANT will attend and present at four (4) (two (2) hours each) Operation and Maintenance Meetings (30%, 90%, and Final Design). The 30% meeting will be held based on the design development documents prior to breaking the work into design packages.

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

per comments and issue a Final Agenda. CONSULTANT will provide draft Meeting Minutes to the CITY within two (2) working days of the meeting. CONSULTANT will prepare revised meeting minutes within two (2) working days of receipt of CITY comments on the draft minutes.

DELIVERABLES

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

TASK 13.00 RISK MANAGEMENT

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

13.01 RISK MANAGEMENT WORKSHOP

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

13.02 RISK REGISTER UPDATES

CONSULTANT 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 (20 copies)

TASK 14.00 QUALITY MANAGEMENT

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

DELIVERABLES

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

Attachments:

- Preliminary Design Reports:

- North City WRP Expansion Pre-Design (NC06)- 10% Engineering Design Report
- North City AWPf Influent Conveyance Pre-Design (NC01)- 10% Engineering Design Report
- Design Review Checklists for 30%, 60%, 100% and Final Design (Attachment A-1)

TASK 15.00 ADDITIONAL SERVICES

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

15.01 ADDITIONAL UNDERGROUND UTILITY EXPLORATION (POTHOLING) SERVICES

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

15.02 ADDITIONAL SURVEYING

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

15.03 ODOR CONTROL DESIGN

The 10% EDR evaluated the odor control system and determined that the system did not require modifications as part of the expansion. As part of the 10% EDR validation, this assessment will be reviewed. Should any changes or modifications be required to the odor control system, additional services shall be used for the design of the required changes, emissions modeling, or modifications.

15.04 INFLUENT WATER QUALITY DATA

As part of the 10% EDR, influent flows and loads and water quality data were gathered and used for the process design. Should additional or new influent water quality data be provided

for use in the design that changes the planned configuration of the facility set forth in the 10% EDR, additional services shall be used for the design modifications and changes.

15.05 LEED CERTIFICATION

If required, LEED Silver certification and design for the AWPf pump station will be performed as additional services.



PHASE B – BID & AWARD

GENERAL

CONSULTANT will provide management and technical support to the CITY during the bidding phase of the construction packages. The Scope of Work described hereinafter shall **apply to one (1) bid cycle for each** of the four (4) *Early Sitework and Ozone/BAC Relocation Package, North City WRP Expansion, North City AWWP Influent Conveyance, and Flow Equalization Basin* construction packages. CONSULTANT will attend meetings and coordinate the preparation of materials and attendance by other CONSULTANT team members. Coordination responsibilities shall consist of, but not limited to:

- Attendance at one (1) pre-bid meeting and site visit
- Support and assistance during advertisement period in responding to bidder questions (support the issuance of addenda in a timely manner during the bid period)
- Revise construction documents to incorporate all addenda issued during the bidding period and issue “As Bid” documents

The construction will be bid as four single general construction contracts, with a fixed price. No prequalification of prospective contractors will be provided and each construction contract package will be bid only once. Only the two lowest bids and supporting documentation will be evaluated.

Up to two pre-purchase technical packages will be developed for competitive bidding or pre-selection of equipment is anticipated.

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

TASK 1.00 BID AND AWARD PACKAGE 1 – FLOW EQUALIZATION

1.01 CITY MANAGEMENT SUPPORT

1.01.01 CITY PROGRESS MEETING (NIC)

1.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of other projects which will connect to the *North City WRP Expansion and North City AWWP Influent Conveyance* to ensure proper connection details and specifications are provided.

1.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

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

1.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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

DELIVERABLES

- Written responses to the CITY for all inquiries of substance (20 copies)

1.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will meet with the CITY to review the items at issue and select those of importance to be incorporated in an Addendum. One addendum has been budgeted for the each of the Contract Packages. Addenda shall be issued within 48 hours from time of the CITY'S direction to issue addenda **unless it is agreed between CITY and CONSULTANT staff that additional time is needed**.

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

DELIVERABLES

- Technical addenda (1 electronic copy in PDF format)

1.05 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

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

- All contract drawings shall be submitted as one (1) hard copy, and also on electronic media in accordance with the CADD Guidelines in Appendix A2 of the CWP Guidelines.
- Final contract technical specification shall be provided on Word files with one (1) full-size "camera ready" copy delivered.
- Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

- “As Bid” documents.

TASK 2.00 BID AND AWARD PACKAGE 2 – NORTH CITY WRP EXPANSION

2.01 CITY MANAGEMENT SUPPORT

2.01.01 CITY PROGRESS MEETING (NIC)

2.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of other projects which will connect to the *North City WRP Expansion and North City AWP Influent Conveyance* to ensure proper connection details and specifications are provided.

2.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

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

2.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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

DELIVERABLES

- Written responses to the CITY for all inquiries of substance (20 copies)

2.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will meet with the CITY to review the items at issue and select those of importance to be incorporated in an Addendum. One addendum has been budgeted for the each of the Contract Packages. Addenda shall be issued within 48 hours from time of the CITY'S direction to issue addenda **unless it is agreed between CITY and CONSULTANT staff that additional time is needed**.

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

DELIVERABLES

- Technical addenda (1 electronic copy in PDF format)

2.05 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

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

- All contract drawings shall be submitted as one (1) hard copy, and also on electronic media in accordance with the CADD Guidelines in Appendix A2 of the CWP Guidelines.
- Final contract technical specification shall be provided on Word files with one (1) full-size "camera ready" copy delivered.
- Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

- "As Bid" documents.

TASK 3.00 BID AND AWARD PACKAGE 3 – NORTH CITY AWPF PS AND INFLUENT CONVEYANCE

3.01 CITY MANAGEMENT SUPPORT

3.01.01 CITY PROGRESS MEETING (NIC)

3.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of other projects which will connect to the *North City WRP Expansion and North City AWPF Influent Conveyance* to ensure proper connection details and specifications are provided.

3.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

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

3.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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

DELIVERABLES

- Written responses to the CITY for all inquiries of substance (20 copies)

3.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will meet with the CITY to review the items at issue and select those of importance to be incorporated in an Addendum. One addendum has been budgeted for the each of the Contract Packages. Addenda shall be issued within 48 hours from time of the CITY'S direction to issue addenda **unless it is agreed between CITY and CONSULTANT staff that additional time is needed.**

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

DELIVERABLES

- Technical addenda (1 electronic copy in PDF format)

3.05 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

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

- All contract drawings shall be submitted as one (1) hard copy, and also on electronic media in accordance with the CADD Guidelines in Appendix A2 of the CWP Guidelines.
- Final contract technical specification shall be provided on Word files with one (1) full-size "camera ready" copy delivered.
- Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

- "As Bid" documents.

TASK 4.00 BID AND AWARD PACKAGE 4 – EARLY SITEWORK

4.01 CITY MANAGEMENT SUPPORT

4.01.01 CITY PROGRESS MEETING (NIC)

4.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with Consultants of other projects which will connect to the *North City WRP Expansion and North City AWP Influent Conveyance* to ensure proper connection details and specifications are provided.

4.02 ATTEND PRE-BID CONFERENCE AND SITE VISIT

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

4.03 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS

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

DELIVERABLES

- Written responses to the CITY for all inquiries of substance (20 copies)

4.04 PREPARE TECHNICAL ADDENDA

CONSULTANT will meet with the CITY to review the items at issue and select those of importance to be incorporated in an Addendum. One addendum has been budgeted for the each of the Contract Packages. Addenda shall be issued within 48 hours from time of the CITY'S direction to issue addenda **unless it is agreed between CITY and CONSULTANT staff that additional time is needed.**

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

DELIVERABLES

- Technical addenda (1 electronic copy in PDF format)

4.05 INCORPORATE ADDENDA INTO THE BID DOCUMENTS

Within 4 weeks of the bid opening, incorporate the addenda in the plans and specifications with appropriate revision. These revisions and the unaffected original bid documents will

become the “As Bid” documents. This will include updating the electronic databases. CONSULTANT is to comply with the CITY’S standard for revisions, symbols and notes.

- All contract drawings shall be submitted as one (1) hard copy, and also on electronic media in accordance with the CADD Guidelines in Appendix A2 of the CWP Guidelines.
- Final contract technical specification shall be provided on Word files with one (1) full-size “camera ready” copy delivered.
- Final database shall be provided as one (1) hard copy and also on electronic media.

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

DELIVERABLES

- “As Bid” documents.

END OF PHASE B

PHASE C- CONSTRUCTION

GENERAL

CONSULTANT will provide technical support to the CITY during the construction phase of the *North City WRP Expansion and North City AWWP Influent Conveyance*. The Scope of Work described herein shall apply to each of the *Early Sitework and Ozone/BAC Relocation, North City WRP Expansion, North City AWWP Influent Conveyance, and Flow Equalization Basin* construction packages. CONSULTANT will attend meetings as requested by the CITY, and coordinate attendance by other team members as required.

Technical support responsibilities shall consist of:

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

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

TASK 1.00 CONSTRUCTION PACKAGE 1 – FLOW EQUALIZATION

1.01 CITY MANAGEMENT SUPPORT

1.01.01 INTERFACE WITH OTHER AGENCIES

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

DELIVERABLES

- Advance meeting notices (5 copies)
- Meeting minutes (5 copies)

1.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *North City WRP Expansion and North City AWWP Influent Conveyance*. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

1.02 ATTEND CONSTRUCTION MEETINGS

1.02.01 PRECONSTRUCTION CONFERENCE

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

1.02.02 PROJECT CONSTRUCTION MEETINGS

CONSULTANT'S representative(s) will attend bi-weekly construction meetings, to assist in the resolution of construction issues. Other appropriate design team members shall attend as project conditions require. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions.

DELIVERABLES

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

1.03 SUBMITTAL REVIEW/INSPECTION

1.03.01 SUBMITTAL REVIEW

CONSULTANT will:

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

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

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 1: Flow Equalization Basin – 55 submittals; 470 hours

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

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of work. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

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

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

DELIVERABLES

- Six (6) copies of reviewed submittal

1.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to twenty (20) Requests for Information per construction package.

Construction Package 1: Flow Equalization Basin – 198 hours

DELIVERABLES

- Written responses to inquiries (5 copies)

1.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

1.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

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

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

The budget for change orders shall be as follows:

Construction Package 1: Flow Equalization Basin – 24 hours

DELIVERABLES

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

1.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

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

Construction Package 1: Flow Equalization Basin – 24 hours

DELIVERABLES

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

1.06 PREPARE RECORD DRAWINGS

CONSULTANT will update the original Contract Documents based on information received from the CONTRACTOR through the Construction Manager and furnish one (1) reproducible

set of Record Drawings and electronic media in accordance with Appendix A2 of the CWP Guidelines.

DELIVERABLES

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

1.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

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

DELIVERABLES

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

1.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will 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 when CITY and contract personnel are working at the site on the basis of sixteen (16) hours per week of standard time for both field personnel over a period of 24 months, covering the work across all of the construction packages. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

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

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

1.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan.

DELIVERABLES

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

1.10 COMMISSIONING

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

1.10.01 WITNESS EQUIPMENT TEST

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

CONSULTANT will witness up to two (2) tests of two (2) days duration each, including travel. Travel and accommodation costs outside San Diego County are not included.

DELIVERABLES

- TM covering all witness test observations and/or comments on test results (X copies)

1.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, CONSULTANT will assist the CITY and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional test. CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**.

CONSULTANT shall participate in a total of twelve (12) functional tests of up to two (2) days duration each. Costs for observing retesting should not be included in CONSULTANT'S budget.

DELIVERABLES

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

1.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues.

1.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. The following hours have been budgeted for this Task by construction package:

Construction Package 1: Flow Equalization Basin – 40 hours

TASK 2.00 CONSTRUCTION PACKAGE 2 – NORTH CITY WRP EXPANSION

2.01 CITY MANAGEMENT SUPPORT

2.01.01 INTERFACE WITH OTHER AGENCIES

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

DELIVERABLES

- Advance meeting notices (5 copies)
- Meeting minutes (5 copies)

2.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *North City WRP Expansion and North City AWP Influent Conveyance*. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

2.02 ATTEND CONSTRUCTION MEETINGS

2.02.01 PRECONSTRUCTION CONFERENCE

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

2.02.02 PROJECT CONSTRUCTION MEETINGS

CONSULTANT'S representative(s) will attend bi-weekly construction meetings, to assist in the resolution of construction issues. Other appropriate design team members shall attend as project conditions require. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions.

DELIVERABLES

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

2.03 SUBMITTAL REVIEW/INSPECTION

2.03.01 SUBMITTAL REVIEW

CONSULTANT will:

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

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

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 2: North City WRP Expansion – 232 submittals; 1984 hours

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

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of work. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

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

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

DELIVERABLES

- Six (6) copies of reviewed submittal

2.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to twenty (20) Requests for Information per construction package.

Construction Package 2: North City WRP Expansion – 308 hours

DELIVERABLES

- Written responses to inquiries (5 copies)

2.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

2.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

CONSULTANT will review and log each draft change order request that the CITY receives from Contractors. CONSULTANT will review the submittal material against the requirements

of the contact documents and the design application and make a determination if the draft change order is technically adequate or required.

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

The budget for change orders shall be as follows:

Construction Package 2: North City WRP Expansion – 32 hours

DELIVERABLES

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

2.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

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

Construction Package 2: North City WRP Expansion – 40 hours

DELIVERABLES

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

2.06 PREPARE RECORD DRAWINGS

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

DELIVERABLES

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

2.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

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

DELIVERABLES

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

2.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will 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 when CITY and contract personnel are working at the site on the basis of sixteen (16) hours per week of standard time for both field personnel over a period of 24 months, covering the work across all of the construction packages. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

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

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

2.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan.

DELIVERABLES

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

2.10 COMMISSIONING

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

2.10.01 WITNESS EQUIPMENT TEST

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

CONSULTANT will witness up to two (2) tests of two (2) days duration each, including travel. Travel and accommodation costs outside San Diego County are not included.

DELIVERABLES

- TM covering all witness test observations and/or comments on test results (X copies)

2.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, CONSULTANT will assist the CITY and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional test.

CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. CONSULTANT shall participate in a total of twelve (12) functional tests **of up to two (2) days** duration each. **Costs for observing retesting should not be included in CONSULTANT'S budget.**

DELIVERABLES

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

2.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues.

2.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. The following hours have been budgeted for this Task by construction package:

Construction Package 2: North City WRP Expansion – 40 hours

TASK 3.00 CONSTRUCTION PACKAGE 3 – NORTH CITY AWPF PS AND INFLUENT CONVEYANCE

3.01 CITY MANAGEMENT SUPPORT

3.01.01 INTERFACE WITH OTHER AGENCIES

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

DELIVERABLES

- Advance meeting notices (5 copies)
- Meeting minutes (5 copies)

3.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *North City WRP Expansion and North City AWPF Influent Conveyance*. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

3.02 ATTEND CONSTRUCTION MEETINGS

3.02.01 PRECONSTRUCTION CONFERENCE

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

3.02.02 PROJECT CONSTRUCTION MEETINGS

CONSULTANT'S representative(s) will attend bi-weekly construction meetings, to assist in the resolution of construction issues. Other appropriate design team members shall attend as project conditions require. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions.

DELIVERABLES

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

3.03 SUBMITTAL REVIEW/INSPECTION

3.03.01 SUBMITTAL REVIEW

CONSULTANT will:

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

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

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 3: North City AWPf Influent Conveyance – 96 submittals; 821 hours

CONSULTANT will review the submittal and return it to the CITY within 14 calendar days from the day when it is received by CONSULTANT. CONSULTANT will receive ten (10) copies

of each submittal; six (6) marked-up copies will be returned to the CITY. CONSULTANT will indicate on the submittal, approved, reject/resubmit or approved as noted.

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of work. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

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

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

DELIVERABLES

- Six (6) copies of reviewed submittal

3.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to twenty (20) Requests for Information per construction package.

Construction Package 3: North City AWPf Influent Conveyance – 221 hours

DELIVERABLES

- Written responses to inquiries (5 copies)

3.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

3.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

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

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

The budget for change orders shall be as follows:

Construction Package 3: North City AWPf Influent Conveyance – 16 hours

DELIVERABLES

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

3.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

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

Construction Package 3: North City AWPf Influent Conveyance – 16 hours

DELIVERABLES

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

3.06 PREPARE RECORD DRAWINGS

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

DELIVERABLES

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

3.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

CONSULTANT will review O&M maintenance manual submittals collected by the CITY from the contractor. CONSULTANT will provide the CITY with comments concerning the submittal

completeness and correctness. CONSULTANT will review a submittal, if required, and provide the CITY with comments.

DELIVERABLES

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

3.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will 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 when CITY and contract personnel are working at the site on the basis of sixteen (16) hours per week of standard time for both field personnel over a period of 24 months, covering the work across all of the construction packages. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

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

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

3.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan.

DELIVERABLES

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

3.10 COMMISSIONING

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

3.10.01 WITNESS EQUIPMENT TEST

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

CONSULTANT will witness up to two (2) tests of two (2) days duration each, including travel. Travel and accommodation costs outside San Diego County are not included.

DELIVERABLES

- TM covering all witness test observations and/or comments on test results (X copies)

3.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, CONSULTANT will assist the CITY and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional test.

CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**.

CONSULTANT shall participate in a total of twelve (12) functional tests **of up to two (2) days** duration each. **Costs for observing retesting should not be included in CONSULTANT'S budget.**

DELIVERABLES

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

3.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues.

3.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. The following hours have been budgeted for this Task by construction package:

Construction Package 3: North City AWWP Influent Conveyance – 40 hours

TASK 4.00 CONSTRUCTION PACKAGE 4 – EARLY SITEWORK

4.01 CITY MANAGEMENT SUPPORT

4.01.01 INTERFACE WITH OTHER AGENCIES

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

DELIVERABLES

- Advance meeting notices (5 copies)
- Meeting minutes (5 copies)

4.01.02 COORDINATION WITH OTHER PROJECTS

CONSULTANT will maintain coordination with consultants of other projects that will connect to the *North City WRP Expansion and North City AWWP Influent Conveyance*. CONSULTANT shall attend six (6) three (3) hours in length each and attended by two (2) staff members.

4.02 ATTEND CONSTRUCTION MEETINGS

4.02.01 PRECONSTRUCTION CONFERENCE

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

4.02.02 PROJECT CONSTRUCTION MEETINGS

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

as project conditions require. CONSULTANT shall provide status reports on items for which they are responsible, including clarification requests, change orders and substitutions.

DELIVERABLES

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

4.03 SUBMITTAL REVIEW/INSPECTION

4.03.01 SUBMITTAL REVIEW

CONSULTANT will:

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

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

The CONSULTANT has budgeted the following for submittals on the project

Construction Package 4: Early Sitework and Ozone/BAC Relocation – 50 submittals; 425 hours

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

CONSULTANT will review initial submittal and one (1) re-submittal as part of the base scope of work. Additional submittals beyond the 2nd will be viewed as additional work for the CONSULTANT. Before receipt of submittals by the CONSULTANT, it is anticipated that submittals will be reviewed for completeness and general conformance by the designated Construction Manager.

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

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

DELIVERABLES

- Six (6) copies of reviewed submittal

4.04 RESPOND TO REQUESTS FOR TECHNICAL INFORMATION/CLARIFICATION

CONSULTANT will receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within three (3) working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and CONSULTANT. Consultant will respond to twenty (20) Requests for Information per construction package.

Construction Package 4: Early Sitework and Ozone/BAC Relocation – 211 hours

DELIVERABLES

- Written responses to inquiries (5 copies)

4.05 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE

4.05.01 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS

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

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

The budget for change orders shall be as follows:

Construction Package 4: Early Sitework and Ozone/BAC Relocation – 16 hours

DELIVERABLES

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

4.05.02 ASSIST IN THE PREPARATION OF CHANGE ORDERS

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

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

Construction Package 4: Early Sitework and Ozone/BAC Relocation – 16 hours

DELIVERABLES

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

4.06 PREPARE RECORD DRAWINGS

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

DELIVERABLES

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

4.07 REVIEW OPERATIONS AND MAINTENANCE MANUALS

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

DELIVERABLES

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

4.08 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING

CONSULTANT will 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 when CITY and contract personnel are working at the site on the basis of sixteen (16) hours per week of standard time for both field personnel over a period of 24 months, covering the work across all of the construction packages. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

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

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

4.09 REVIEW START-UP AND COMMISSIONING PLAN

CONSULTANT will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. CONSULTANT will provide review comments to the Construction Manager on the process Start-up and Commissioning Plan.

DELIVERABLES

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

4.10 COMMISSIONING

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

4.10.01 WITNESS EQUIPMENT TEST

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

CONSULTANT will witness up to two (2) tests of two (2) days duration each, including travel. Travel and accommodation costs outside San Diego County are not included.

DELIVERABLES

- TM covering all witness test observations and/or comments on test results (X copies)

4.10.02 FUNCTIONAL ACCEPTANCE TEST

As required by the design and contract documents, CONSULTANT will assist the CITY and/or its Construction Manager to prepare test procedures and witness contractor performance tests of all equipment and associated instrumentation and control functional test.

CONSULTANT will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. CONSULTANT shall participate in a total of twelve (12) functional tests of up to two (2) days duration each. **Costs for observing retesting should not be included in CONSULTANT'S budget.**

DELIVERABLES

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

4.10.03 WARRANTY

CONSULTANT will assist the PUD Construction Manager with resolving any warranty problems. CONSULTANT will provide input to the PUD Construction Manager to resolve technical questions on warranty-related issues.

4.10.04 ASSISTANCE

CONSULTANT will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. The following hours have been budgeted for this Task by construction package:

Construction Package 4: Early Sitework and Ozone/BAC Relocation – 0 hours

TASK 5.00 – OPERATIONS AND MAINTENANCE

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

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

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

DELIVERABLES

- Draft Outline for the Operations Manual (20 copies)
- Preliminary Draft Operations Manual (20 copies)

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

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

DELIVERABLES

- Final Outline for Operations and Maintenance Manual (20 copies)
- Revised Draft Operations Manual (20 copies)

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

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

DELIVERABLES

- Equipment list (20 copies)
- Construction specifications for maintenance information submittals (20 copies)

5.04 HAZARDOUS OPERATIONS PLAN

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

DELIVERABLES

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

END OF PHASE C

TABLE A-1 DESIGN REVIEW CHECKLIST: 30%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
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	

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:			
	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	
	Drawing Index and Table of Contents for Contract Documents (contract, general and technical sections), including cover sheet, location map and index sheets, plans and profiles, structures, appurtenances, and details Specification Table of Contents will include all known General Requirements and Technical Specifications titles	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	

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:			
	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	
	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	

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:			
	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	

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:			
	Investigation and recommendation for the location and size of work areas, equipment and material storage, haul roads, equipment set up areas	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Identification of supporting facilities and requirements including field office facilities and locations for the CITY	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Opinion of Probable Construction Cost (OPCC) – Class 3 Cost Estimate developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Cost estimates for relocating utilities	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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 Note: A comment must be provided to explain all items checked 'No'
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	

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:			
	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	
	Site hydrologic and hydraulic calculations, hydraulic gradeline, and structural design calculations for pipe supports	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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 Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
Pump Station Only Design Criteria			
	Civil and Site Plan Design developed incorporating, as appropriate and applicable, site layout with property boundary, general arrangement of facilities, vehicular access, a preliminary plan showing site flow and utility crossings, and site grading, paving and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft site grading, paving, erosion control, horizontal control and drainage plans	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains draft piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary layouts for the new facilities, including major equipment, control system and appurtenances	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final PFDs and 90% P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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:			
	Final layout ideas have been developed based upon the PFDs, P&IDs and existing conditions. Input from O&M has been considered	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Site Plan Complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hydraulic Profile set	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Utility Requirements established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Mechanical sections and floor plans with major equipment and piping	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Definition of HVAC systems requirement, ventilation concepts and air flow rates for each structure	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Electrical design, including site plan and one-line diagrams complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	One-line diagrams for main switch gear and unit substation	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft loop descriptions, using the loop description format developed by the CITY	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List of input/output points	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary Structural design complete, including plans and calculations:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Subsurface investigation report completed and findings applied	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Tank and other structure design criteria including foundation type(s) and allowable soil bearing pressures, wind loadings, floor and roof dead and live loads, allowable stresses for structural steel, concrete and reinforcing steel	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural: Foundation needs and dewatering requirements based upon geotechnical information	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Structural: Buildings and structures – typical wall sections, column grid, structural systems, interior layouts and finish schedules	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural base drawings set for mechanical design development	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Dimensions of buildings/structures and elevations of floors and roofs	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	General arrangement of major buildings and architectural elevations, finishes and materials	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary planting and irrigation plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment 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	

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:			
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Preliminary hazardous materials storage and handling assessment	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked '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: _____

Title:

Signature: _____

Date:

Project Manager:

Name: _____

Title:

Signature: _____

Date:

TABLE A-1 DESIGN REVIEW CHECKLIST: 60%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	General 60% Design Development and Coordination is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in 30% Design have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Changes from the 30% Design or the 10% Design intent are identified and justification is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City comments from 30% Design have been incorporated into 60% Design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major concepts frozen at 30% have not been changed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and discussion of outstanding design issues remaining to be resolved	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specifications, drawings and calculations have been developed to 60% design	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	30% approved VE proposals have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% approved sustainable design elements have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Documents incorporate input from O&M and Preliminary O&M Manual is drafting, including equipment/tools list	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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:			
	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	
	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	

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:			
	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	

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:			
	Draft Traffic Concept Plan (including trench profiles, traffic volumes and O&M traffic plan)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Discussion of excavation, stockpiling, truck routes and disposal of excess soil updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Location and size of work areas, equipment and material storage, haul/access roads, equipment set up areas are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Supporting facilities and requirements including field office facilities and locations for the CITY are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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			

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:			
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Drain Down procedures and locations identified on the drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked 'No'
		<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:			
Pump Station Only Design Criteria			
	Civil and Site Plan Design is updated incorporating, as appropriate and applicable, site layout with property boundary, general arrangement of facilities, vehicular access, a preliminary plan showing site flow and utility crossings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains site grading, paving, erosion control, horizontal control and drainage plans that are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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:			
	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, piping and HVAC layouts are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Provide preliminary 60% level list of spare parts and specialty equipment required to properly operating and maintain the project	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary power distribution plan completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final electrical site plan and location of all MCCs, variable frequency drives, transformers, panel boards for lighting and power, I&C panels and telephone backboards	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Structural work from 30% design, less details and detailed reinforcing, is complete with full sections cuts, as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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:			
	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	
	Fabrication specifications detailing FRP materials, laminate sequences and thicknesses, performance of piping stress analysis, installation guidelines and all other services necessary to render the design complete and biddable shall be prepared (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All sizes of FRP tanks and ducting required such as Chemical day tanks, Chemical bulk storage tanks, Assorted ducting (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	O&M Requirements and operating scenarios updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance has been updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<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	
	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 Note: A comment must be provided to explain all items checked 'No'
DESIGN INCLUDES:			
	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	S
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked 'No'

Reviewer:

Name: _____

Title: _____

Signature: _____

Date: _____

Project Manager:

Name: _____

Title: _____

Signature: _____

Date: _____

TABLE A-1 DESIGN REVIEW CHECKLIST: 90%

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
	Changes from the 60% Design are identified and justification is provided	<input checked="" 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	

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:			
	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	
	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	

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:			
	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 checked="" 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 checked="" 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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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 checked="" type="checkbox"/> NO	
	Surface restoration plan is finalized	<input checked="" 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	
	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	

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:			
	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 checked="" type="checkbox"/> NO	
	Drawings conform to City drafting requirements	<input checked="" 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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
	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, 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	
	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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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	
		<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	

Project Name:		Project Number:	
Consultant Name:		Date:	

#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	O&M Requirements and operating scenarios are finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	Note: A comment must be provided to explain all items checked '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: _____

Title:

Signature: _____

Date:

Project Manager:

Name: _____

Title:

Signature: _____

Date:

TABLE A-1 DESIGN REVIEW CHECKLIST: 100%

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

Reviewer:

Name: _____

Title:

Signature: _____

Date: _____

Project Manager:

Name: _____

Title: _____

Signature: _____

Date: _____

TABLE A-1 DESIGN REVIEW CHECKLIST: FINAL DESIGN

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment <small>Note: A comment must be provided to explain all items checked 'No'</small>
DESIGN INCLUDES:			
	Comments from 100% design are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project specific EIR are incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comments from Plan Check and Constructability Review are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Project Name:		Project Number:	
Consultant Name:		Date:	
#	Item	Provided and Correct	Comment
DESIGN INCLUDES:			
	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 checked="" 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

Labor by Category		2283	2241	2228	2114	2253	2221	2110	2165	2140	2123	2125	2141	2116	2115	2112	2111	2110	2109	2108	2107	2106	2105	2104	2103	2102	2101	2100	2099	2098	2097	2096	2095	2094	2093	2092	2091	2090	2089	2088	2087	2086	2085	2084	2083	2082	2081	2080	2079	2078	2077	2076	2075	2074	2073	2072	2071	2070	2069	2068	2067	2066	2065	2064	2063	2062	2061	2060	2059	2058	2057	2056	2055	2054	2053	2052	2051	2050	2049	2048	2047	2046	2045	2044	2043	2042	2041	2040	2039	2038	2037	2036	2035	2034	2033	2032	2031	2030	2029	2028	2027	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	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CH2M HILL ENGINEERS, INC

PERSONNEL CLASSIFICATION	Hourly Rate
Principal-in-Charge	\$ 263
Principal Technologist	\$ 241
Senior Technical Consultant/Quality Manager	\$ 229
Senior Technologist	\$ 184
Project Manager	\$ 253
Assistant Project Manager /Design Manager/Engineering Specialist	\$ 221
Senior Engineer	\$ 190
Associate Engineer	\$ 165
Engineer	\$ 149
Staff Engineer	\$ 123
Project Automation Lead	\$ 125
Senior Designer	\$ 144
Senior Engineering Technician	\$ 93
Designer	\$ 116
Engineering Technician	\$ 83
Contract Administrator	\$ 89
Project Assistant/ Accountant	\$83

NOTE:

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

--- End of Fee Schedule ---

TIME SCHEDULE

Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	
1	Notice to Proceed	350 days																									
2	Task 1 - City Management Support	350 days																									
3	Task 1.1 - Communication and Coordination with Pure Water Program Management Team	350 days																									
4	Task 1.2 - Project Execution Plan	15 days																									
5	Project Chartering	1 day	4																								
6	Task 1.3 - Progress Meetings and Reports	350 days																									
7	Task 1.4 - Scheduling and Cost Monitoring	350 days																									
8	Task 1.5 - Records Management	350 days																									
9	Task 1.6 - Coordination with Other City Projects	350 days																									
10	Task 1.7 - Kickoff Meeting	2 days	4,5																								
11	Task 2 - Public Information Program Assistance	245 days																									
12	Task 2.1 - Identify Community Advisory Groups and Impacted Communities	15 days																									
13	Task 2.2 - Attend Community Advisory Focus Group Meetings	31 days																									
14	Task 2.3 - Attendance at and preparation for Public Information Meetings	41 days																									
15	Task 2.4 - Attendance at Public meetings for the EIR Review	245 days																									
16	Task 3 - EIR Support	245 days																									
17	Task 4 - Investigations	45 days																									
18	Task 4.1 - Surveying and Mapping	45 days																									
19	Task 4.3 - Geotechnical Investigation	45 days																									
20	Task 4.4 - Corrosion Control	45 days																									
21	Task 5 Design Development	111 days																									
22	Task 5.1 - Determine Locations and Elevations of Existing Utilities	60 days																									
23	Task 5.2 30% Design Development	110 days																									
24	Develop Technical Alternatives	15 days																									
25	Process Technical Alternatives Workshop	1 day	24																								
26	Task 5.3 - Identify Construction Staging Areas	3 days	25																								
27	Task 5.4 - 10% Design Change Technical Memorandum	10 days	25																								
28	Develop Facility/Site Layouts	10 days	27,18																								
29	Engineering input to Model	10 days	28																								
30	Model Cut-off	5 days	29																								
31	Extractions, Engineering Markups	5 days	30																								
32	Final CAD	5 days	31																								
33	Internal QC	3 days	32																								
34	Fixup	3 days	33																								
35	Set Prep, Print	2 days	34																								
36	Task 7.1 - Transient Analysis	48 days																									
37	Develop Draft Transient Analysis TM	21 days	27																								
38	Issue Draft Transient Analysis TM	3 days	37																								
39	Workshop 1 - Draft Transient Analysis	1 day	38																								
40	City review	10 days	39																								
41	Update Transient Analysis TM	10 days	40																								
42	Develop Final Transient Analysis TM	3 days	41																								
43	Deliver 30% To Client	0 days	35																								
44	30% Design Workshop	1 day	43																								
45	Task 8.1 City Review	17 days	43																								
46	Receive and Respond to Comments	5 days	45																								
47	30% Design Review Meeting	1 day	46																								
48	City Authorization to Proceed to Final Design	0 days	47																								
49	Task 6 - Final Design	225 days																									
50	Package 4 - Early Sitework and Ozone/BAC Relocation	163 days																									

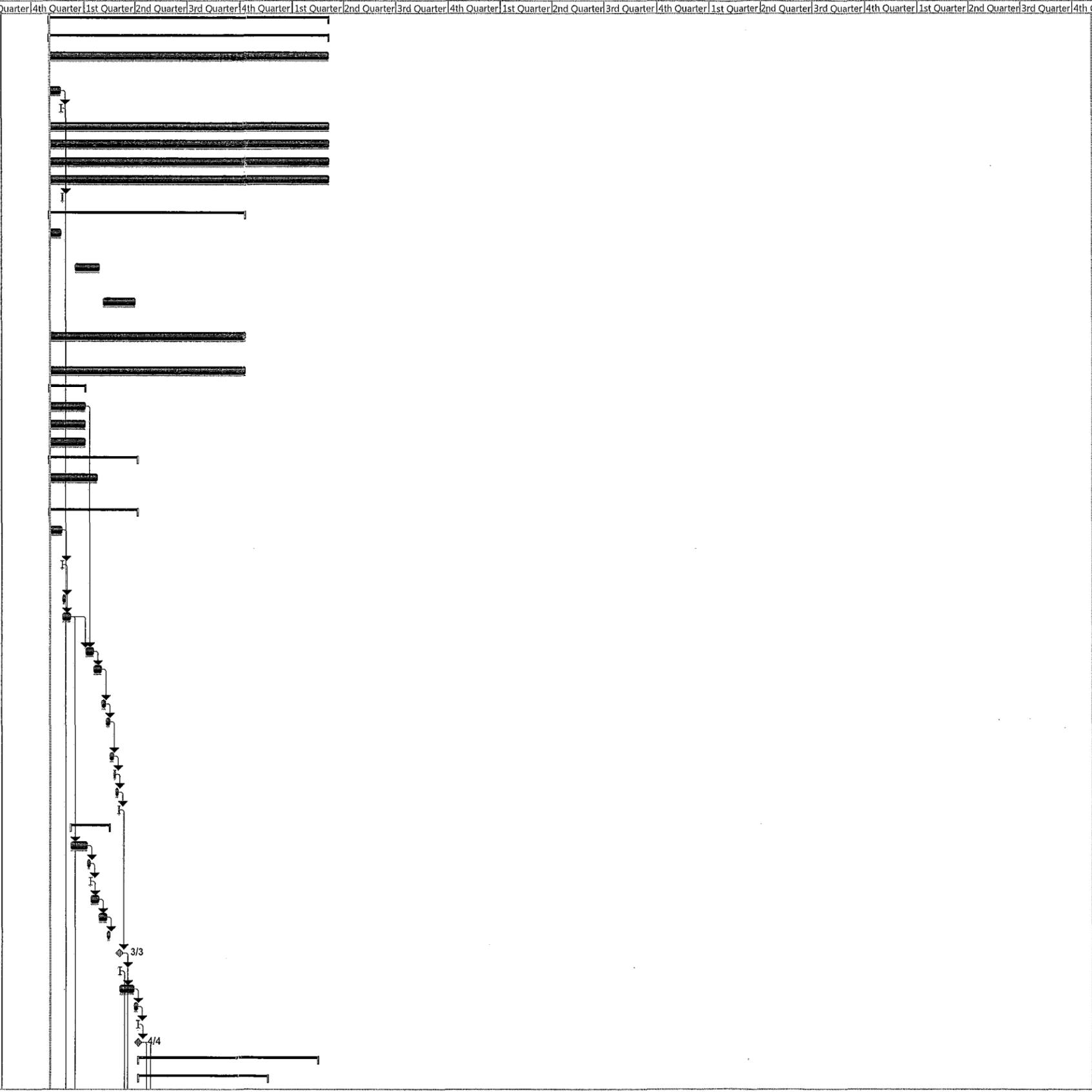


Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	
51	Task 6.2 - 90% Design	133 days																									
52	Site Prep Package Engineering	45 days	48,216																								
53	Site Prep, CAD, Specs	30 days	52																								
54	Site Prep QC	5 days	53																								
55	Site Prep Fixup	15 days	54																								
56	Site Prep Set Prep	10 days	55																								
57	Deliver 90% For City Review	0 days	56																								
58	Task 8.1 - City Review	17 days	57																								
59	6.2.1 Constructability Review	7 days																									
60	Constructability Review Period	5 days	57																								
61	Constructability Review Workshop	1 day	60																								
62	Receive Constructability Review Comments	1 day	61																								
63	Receive and Respond to Comments	10 days	58,62																								
64	90% Design Review Meeting	1 day	63																								
65	Task 6.4 - Final Design	58 days																									
66	Site Prep, CAD, Specs	10 days	57																								
67	Site Prep QC	5 days	66																								
68	Site Prep Fixup	5 days	67																								
69	Site Prep Set Prep	2 days	68																								
70	Deliver Final Site Prep Package For City Review	1 day	69																								
71	Task 8.1 - City Review	22 days	70																								
72	Task 6.4.1 Plan Check for Building Permit	22 days	70																								
73	Receive and Respond to Comments	5 days	71,72																								
74	Final Design Review Meeting	1 day	73																								
75	Site Prep Fixup	5 days	74																								
76	Site Prep Set Prep	2 days	75																								
77	Package 4 - Early Sitework and Ozone/BAC Relocation Ready to Bid	0 days	76																								
78	Package 3 - North City AWP Influent Conveyance	218 days																									
79	Task 6.1 - 60% Design	99 days																									
80	60% Eng Model Input	21 days	48,216																								
81	Model Cut-off	10 days	80																								
82	Eng Cut-off Markups, Specs	10 days	81																								
83	CAD Cut-off	10 days	82																								
84	Set Prep, Print QC Set	5 days	83																								
85	QC Review	5 days	84																								
86	Fixup	5 days	85																								
87	Set Prep, Print	5 days	86																								
88	Deliver 60% for City Review	0 days	87																								
89	Task 8.1 - City Review	17 days	88																								
90	Task 6.1.1 Constructability Review	14 days																									
91	Constructability Review Period	10 days	88																								
92	Constructability Review Workshop	1 day	91																								
93	Receive Constructability Review Comments	3 days	92																								
94	Receive and Respond to Comments	10 days	89,93																								
95	60% Design Review Meeting	1 day	94																								
96	Task 6.1.2 Authorization for 100% design	0 days	95																								
97	Task 6.2 - 100% design	84 days																									
98	100% Engineering, Model Input	30 days	88																								
99	Incorporate constructability review comments	5 days	94,88																								
100	Model Cut-off	5 days	98,99																								
101	Eng Cut-off Dwgs, Specs	5 days	100																								
102	CAD, Specs Cut-off	5 days	101																								
103	Mgt Review, QC	3 days	102																								
104	Fixup	5 days	103																								
105	Set Prep, Stamp	3 days	104																								
106	Deliver 100% for City Review	0 days	105																								
107	Task 8.1 - City Review	17 days	106																								
108	Task 6.2.1 Plan Check for Building Permit	17 days	106																								
109	Receive and Respond to Comments	10 days	107																								

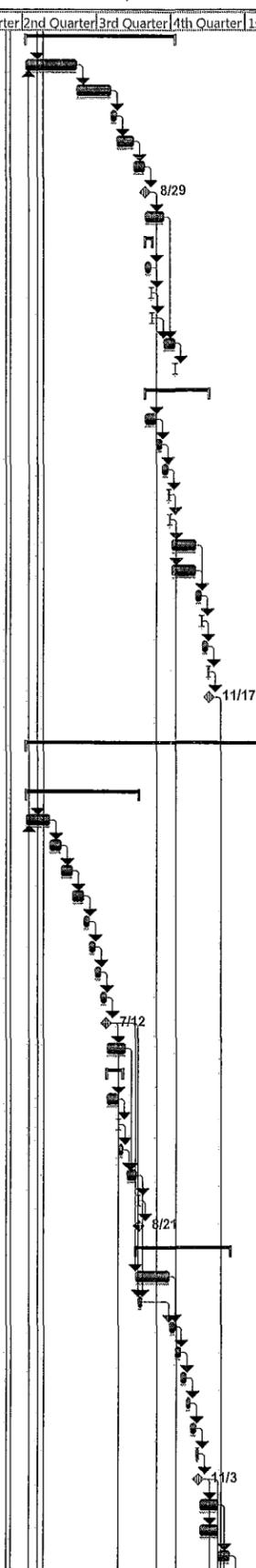


Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	
110	100% Design Review Meeting	1 day	109																								
111	Task 6.2.2 Authorization for Final design	0 days	110																								
112	Task 6.4 - Final Design	56 days																									
113	Engineering Model Input	30 days	106																								
114	Receive and Respond to Plan Check Comments	5 days	106,107																								
115	Model Cut-off	5 days	113,114																								
116	Eng Cut-off Dwgs, Specs	5 days	115																								
117	CAD, Specs Cut-off	5 days	116																								
118	Mgt Review, QC	3 days	117																								
119	Fixup	5 days	110,118																								
120	Set Prep, Stamp	3 days	119																								
121	Package 3 - North City AWP Influent Conveyance Ready for Bid	0 days	120,119																								
122	Package 2 - North City WRP Expansion	225 days																									
123	Task 6.1 - 60% Design	120 days																									
124	60% Eng Model Input	25 days	48																								
125	Model Cut-off	10 days	124																								
126	Eng Cut-off Markups, Specs	10 days	125																								
127	CAD Cut-off	10 days	126																								
128	Set Prep, Print QC Set	5 days	127																								
129	QC Review	5 days	128																								
130	Fixup	5 days	129																								
131	Set Prep, Print	5 days	130																								
132	Deliver 60% for City Review	0 days	131																								
133	Task 8.1 - City Review	17 days	132																								
134	Task 6.1.1 Constructability Review	14 days																									
135	Constructability Review Period	10 days	132																								
136	Constructability Review Workshop	1 day	135																								
137	Receive Constructability Review Comments	3 days	136																								
138	Receive and Respond to Comments	5 days	133																								
139	60% Design Review Meeting	1 day	138																								
140	Task 6.1.2 Authorization for 100% design	0 days	139																								
141	Task 6.2 - 100% design	89 days																									
142	Engineering Model Input	35 days	132																								
143	Incorporate constructability review comments	10 days	137																								
144	Model Cut-off	5 days	142																								
145	Eng Cut-off Dwgs, Specs	5 days	144																								
146	CAD, Specs Cut-off	5 days	145																								
147	Mgt Review, QC	3 days	146																								
148	Fixup	5 days	147																								
149	Set Prep, Stamp	3 days	148																								
150	Deliver 100% to City for review	0 days	149																								
151	Task 8.1 - City Review	17 days	150																								
152	Task 6.2.1 Plan check for Building Permit	17 days	150																								
153	Receive and Respond to Comments	10 days	151,152																								
154	100% Design Review Meeting	1 day	153																								
155	Task 6.2.2 Authorization for Final design	0 days	154																								
156	Task 6.3 - Final Design	66 days																									
157	Engineering Model Input	40 days	150																								
158	Receive and Respond to Plan Check Comments	5 days	152																								
159	Model Cut-off	5 days	157,158																								
160	Eng Cut-off Dwgs, Specs	5 days	159																								
161	CAD, Specs Cut-off	5 days	160																								
162	Mgt Review, QC	3 days	161																								
163	Fixup	5 days	154,162																								
164	Set Prep, Stamp	3 days	163																								
165	Package 2 - North City WRP Expansion Ready for Bid	0 days	164																								
166	Package 1 - Flow Equalization Basins	179 days																									
167	Task 6.1 - 60% Design	73 days																									

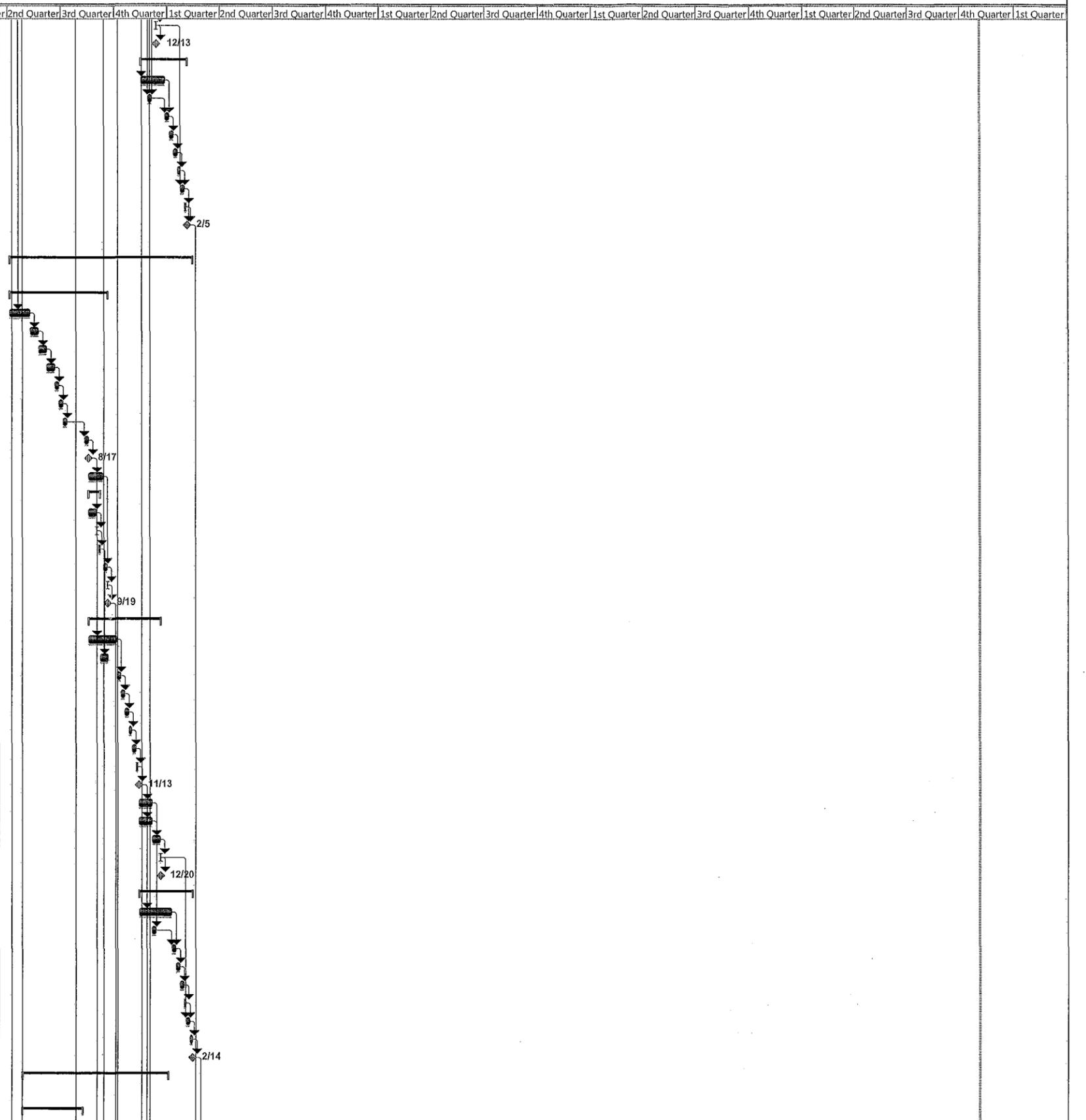


Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter
168	60% Eng Model Input	15 days	48,216																							
169	Model Cut-off	5 days	168																							
170	Eng Cut-off Markups, Specs	5 days	169																							
171	CAD Cut-off	5 days	170																							
172	Set Prep, Print QC Set	5 days	171																							
173	QC Review	5 days	172																							
174	Fixup	5 days	173																							
175	Set Prep, Print	5 days	174																							
176	Deliver 60% to City for review	0 days	175																							
177	Task 8.1 - City Review	17 days	176																							
178	Task 6.1.1 Constructability Review	9 days																								
179	Constructability Review Period	5 days	176																							
180	Constructability Review Workshop	1 day	179																							
181	Receive Constructability Review Comments	3 days	180																							
182	Receive and Respond to Comments	5 days	177,181																							
183	60% Design Review Meeting	1 day	182																							
184	Task 6.1.2 Authorization for 100% design	0 days	183																							
185	Task 6.2 - 100% design	87 days																								
186	Engineering Model Input	21 days	176																							
187	Incorporate constructability review comments	5 days	181																							
188	Model Cut-off	5 days	186,187																							
189	Eng Cut-off Dwgs, Specs	5 days	188																							
190	CAD, Specs Cut-off	5 days	189																							
191	Mgt Review, QC	3 days	190																							
192	Fixup	5 days	191																							
193	Set Prep, Stamp	3 days	192																							
194	Deliver 100% to client for review	0 days	193																							
195	Task 8.1 - City Review	22 days	194																							
196	Task 6.2.1 Plan check for Building Permit	22 days	194																							
197	Receive and Respond to Comments	10 days	195,196																							
198	100% Design Review Meeting	1 day	197																							
199	Task 6.3.1 Authorization for Final design	0 days	198																							
200	Task 6.4 - Final Design	56 days																								
201	Engineering Model Input	30 days	194																							
202	Receive and Respond to Plan Check Comments	5 days	197																							
203	Model Cut-off	5 days	201,202																							
204	Eng Cut-off Dwgs, Specs	5 days	203																							
205	CAD, Specs Cut-off	5 days	204																							
206	Mgt Review, QC	3 days	205																							
207	Fixup	5 days	198,206																							
208	Set Prep, Stamp	3 days	207																							
209	Package 1 - Flow Equalization Basins Ready for Bid	0 days	208																							
210	Task 9 - Value Engineering	21 days																								
211	Submit 30% design to VE team	1 day	43																							
212	VE devleopment	10 days	211																							
213	VE review workshop	1 day	212																							
214	Review draft VE report	3 days	213																							
215	Provide comment on report to City	3 days	214																							
216	City provides listing of accepted VE comments	3 days	215																							
217	Task 10 - Construction Cost Estimates	262 days																								
218	30% design estimate	19 days																								
219	Prepare 30% estimate	15 days	43																							
220	Internal review of estimate	3 days	219																							
221	Submit 30% estimate	1 day	220																							
222	Package 4 Cost estimate	42 days																								
223	Prepare 90% estimate	15 days	57																							
224	Internal review of estimate	3 days	223																							
225	Submit 90% estimate	1 day	224																							

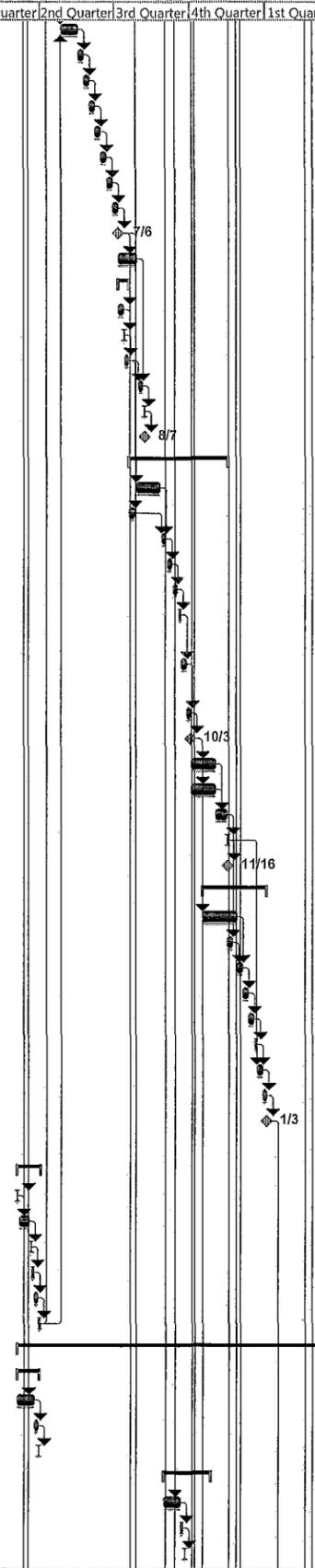


Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter		
226	Prepare Final estimate	15 days	70																									
227	Internal review of estimate	3 days	226																									
228	Submit Final estimate	1 day	227																									
229	Package 3 Cost estimate	161 days																										
230	Prepare 60% estimate	15 days	88																									
231	Internal review of estimate	3 days	230																									
232	Submit 60% estimate	1 day	231																									
233	Prepare 100% estimate	15 days	106																									
234	Internal review of estimate	3 days	233																									
235	Submit 100% Bid estimate	1 day	234																									
236	Prepare Final estimate	10 days	121																									
237	Internal review of estimate	3 days	236																									
238	Submit Final Bid estimate	1 day	237																									
239	Package 2 Cost estimate	142 days																										
240	Prepare 60% estimate	15 days	132																									
241	Internal review of estimate	3 days	240																									
242	Submit 60% estimate	1 day	241																									
243	Prepare 100% estimate	15 days	150																									
244	Internal review of estimate	3 days	243																									
245	Submit 100% Bid estimate	1 day	244																									
246	Prepare Final estimate	10 days	165																									
247	Internal review of estimate	3 days	246																									
248	Submit Final Bid estimate	1 day	247																									
249	Package 1 Cost estimate	143 days																										
250	Prepare 60% estimate	15 days	176																									
251	Internal review of estimate	3 days	250																									
252	Submit 60% estimate	1 day	251																									
253	Prepare 100% estimate	15 days	194																									
254	Internal review of estimate	3 days	253																									
255	Submit 100% Bid estimate	1 day	254																									
256	Prepare Final estimate	10 days	209																									
257	Internal review of estimate	3 days	256																									
258	Submit Final Bid estimate	1 day	257																									
259	Task 11 - Permitting	323 days																										
260	Task 11.1 - Permit Work Plan and Schedule	16 days																										
261	Prepare permit work plan and schedule	15 days	27																									
262	Submit permit work plan and schedule	1 day	261																									
263	Task 11.2 - Permit Applications and Technical Documents	249 days																										
264	Storm Water Protection Plan	132 days	43																									
265	SD Air Pollution Control District Authority to Construct	106 days	140																									
266	SD Air Pollution Control District Authority to Operate	0 days	165																									
267	Task 11.3 - Coordination and Agency Interaction	262 days																										
268	Task 12 - Operations and Maintenance	181 days																										
269	Task 12.1 - Operations and Maintenance Engagement	181 days																										
270	30% O&M meeting	1 day	44																									
271	Package 4	1 day																										
272	90% O&M meeting	1 day	57																									
273	Package 3	83 days																										
274	60% O&M meeting	1 day	88																									
275	100% O&M meeting	1 day	106																									
276	Package 2	62 days																										
277	60% O&M meeting	1 day	132																									
278	100% O&M meeting	1 day	150																									
279	Package 1	64 days																										
280	60% O&M meeting	1 day	176																									
281	100% O&M meeting	1 day	194																									
282	Task 13 - Risk Management	322 days																										
283	Task 13.1 Risk Management Workshop	1 day	44																									
284	Task 13.2 - Risk Register Updates	322 days	4																									
285	Task 14 - Quality Management	322 days	4																									

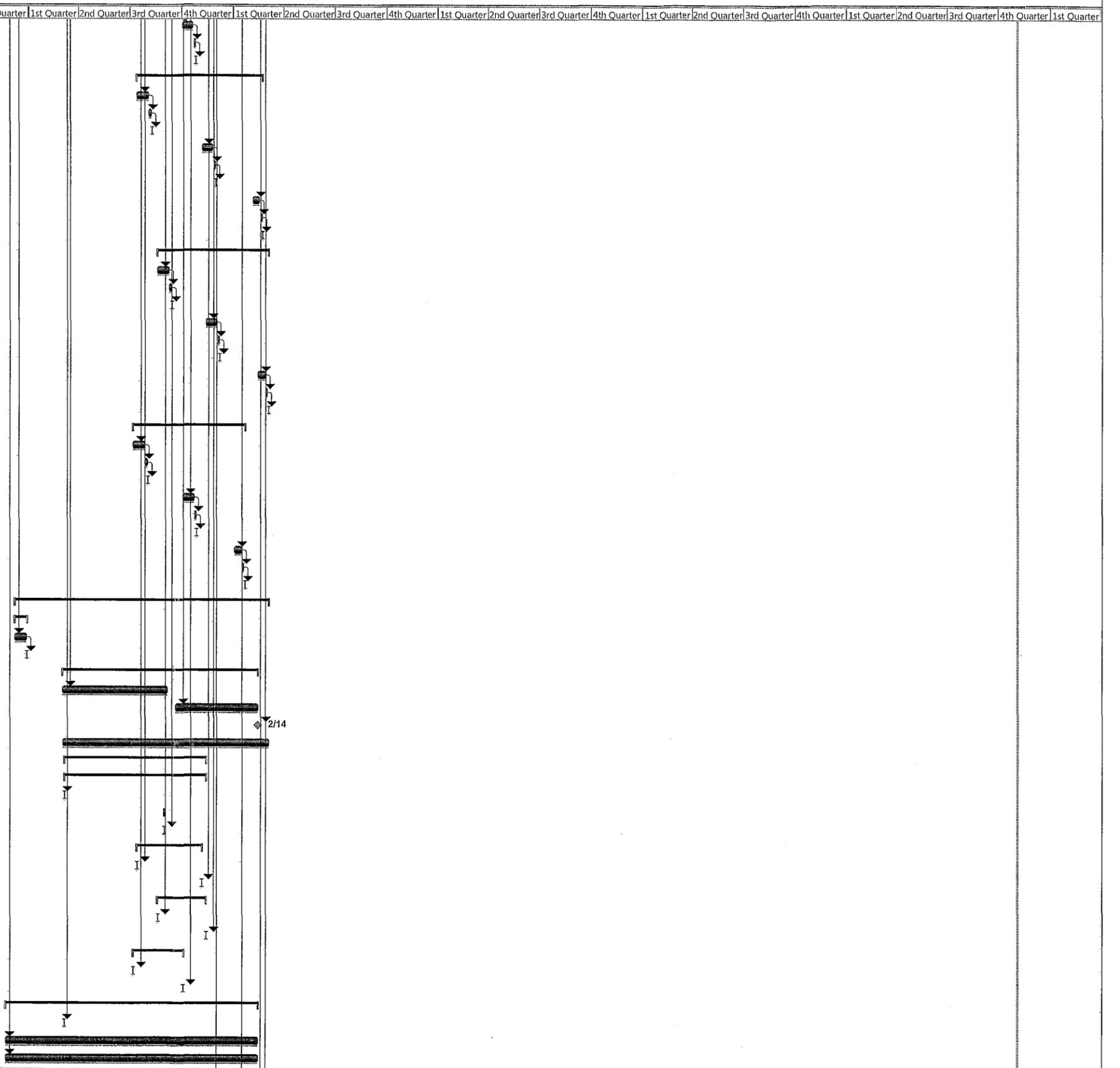
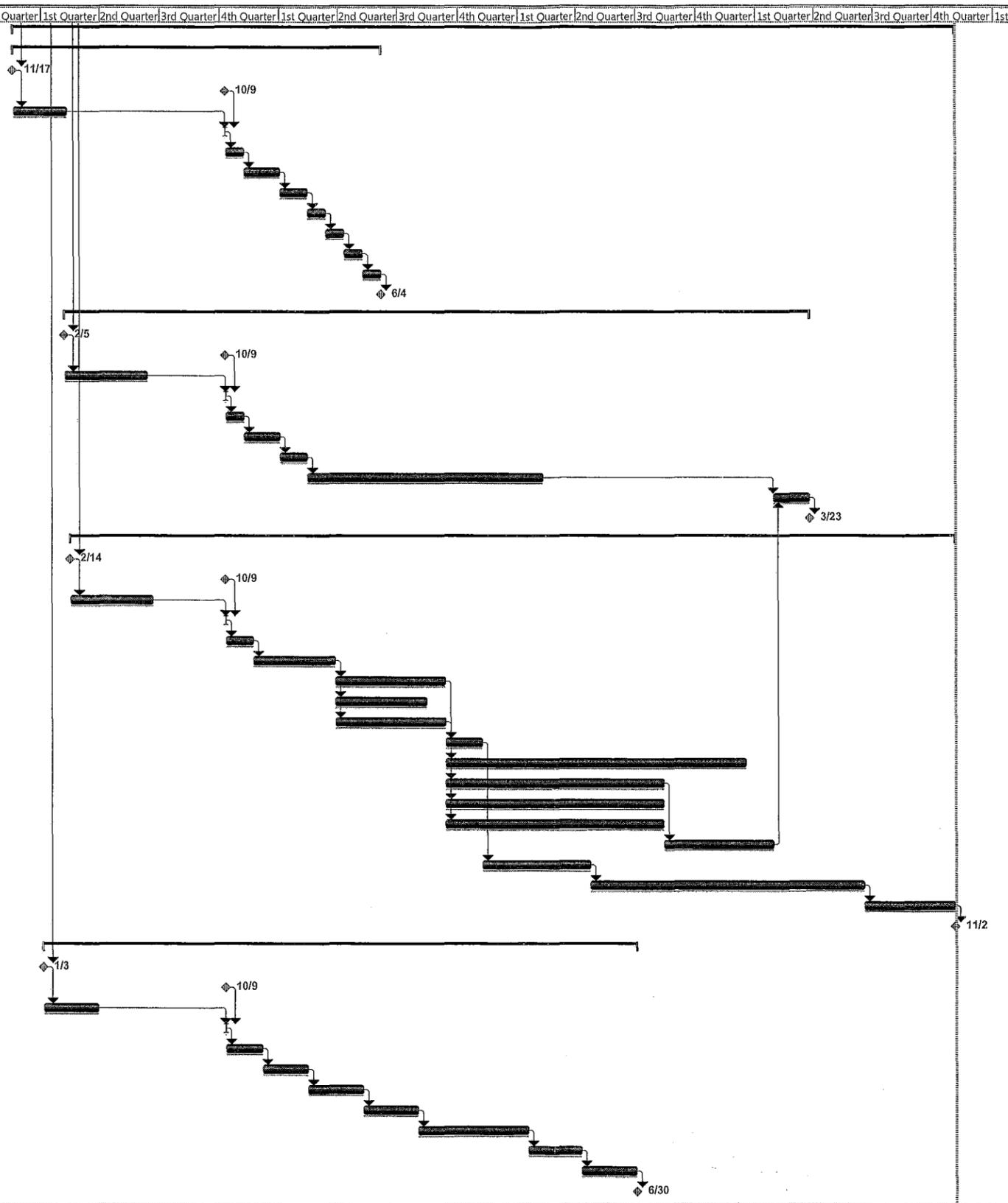


Exhibit C - North City Reclamation Plant Expansion and Influent Conveyance Project Schedule

ID	Task Name	Duration	Predecessors	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	
286	NCWRP Expansion and Influent Conveyance Construction Schedule	1032 days																									
287	Package 4 - Early Sitework and Ozone/BAC Relocation	402 days																									
288	Contract Document Ready For Bidding	0 days	77																								
289	CEQA/EIR approval	0 days																									
290	Bidding Period and Award	60 days	288																								
291	Early Site Package NTP	1 day	290,289																								
292	Mobilization	20 days	291																								
293	Approved Submittals	40 days	292																								
294	Site Clearing	30 days	293																								
295	Excavation, Retaining Walls	20 days	294																								
296	Procurement	20 days	295																								
297	Electrical Installation	20 days	296																								
298	Electrical Commissioning	20 days	297																								
299	Substantial Completion	0 days	298																								
300	Package 3 - North City AWPf Influent Conveyance	817 days																									
301	Contract Document Ready For Bidding	0 days	121																								
302	CEQA/EIR approval	0 days																									
303	Bidding Period and Award	90 days	301																								
304	AWPF NTP	1 day	303,302																								
305	Mobilization	20 days	304																								
306	Approved Submittals	40 days	305																								
307	Excavation	30 days	306																								
308	Construction	258 days	307																								
309	Commissioning	40 days	308,326																								
310	Substantial Completion	0 days	309																								
311	Package 2 - North City WRP Expansion	970 days																									
312	Contract Document Ready For Bidding	0 days	165																								
313	CEQA/EIR approval	0 days																									
314	Bidding Period and Award	90 days	312																								
315	Expansion NTP	1 day	314,313																								
316	Mobilization	30 days	315																								
317	Approved Submittals	90 days	316																								
318	Procurement	120 days	317																								
319	Utility Excavation, Deep Piping Sec CI	100 days	317																								
320	Sec CI Construction	120 days	317																								
321	Sec CI Commissioning	40 days	320																								
322	Aeration Basins Retrofit	330 days	318																								
323	Filters Construction	240 days	318																								
324	Chemicals, Misc. Mods	240 days	318																								
325	Primary Clarifiers Const	240 days	318																								
326	Commissioning Filters, PC, Misc	120 days	323																								
327	Demolish Exst Sec CI	120 days	321																								
328	Construct New Aeration Basins	300 days	327																								
329	Commission New Basins	100 days	328																								
330	Substantial Completion	0 days	329																								
331	Package 1 - Flow Equalization Basins	650 days																									
332	Contract Document Ready For Bidding	0 days	209																								
333	CEQA/EIR approval	0 days																									
334	Bidding Period and Award	60 days	332																								
335	Equalization Basin NTP	1 day	334,333																								
336	Mobilization	40 days	335																								
337	Approved Submittals	50 days	336																								
338	Procurement	60 days	337																								
339	Excavation, Piping	60 days	338																								
340	Tank Construction	120 days	339																								
341	Mech, Elec, I&C	60 days	340																								
342	Testing, Commissioning	60 days	341																								
343	Substantial Completion	0 days	342																								



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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VIII. List of Attachments.....5

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 BB. Work Force Report.....10

 CC. Subcontractors List.....11

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.**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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**

CH2M HILL Engineers, Inc.

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

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

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

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



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

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other
Name of Company: CH2M HILL Engineers, Inc.
Address: 9191 South Jamaica Street
City Englewood County Douglas State CO Zip 80112
Telephone Number: (303) 771-0900 FAX Number: ()
Name of Company CEO: Jacque Hinman
Address(es) in San Diego County: 402 W. Broadway, Suite 1450
City San Diego County San Diego State CA Zip 92101
Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111 Email:
Type of Business: Engineering Consultant Type of License: Multiple
The Company has appointed: Shelette Gustafson as its Equal Employment Opportunity Officer (EEOO).

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of CH2M HILL Engineers, Inc. (Firm Name)

San Diego, CA here by certify that information provided
herein is true and correct. This document was executed on this 4th day of August, 2016

Angela S. Vivanco
(Authorized Signature)

Angela S. Vivanco
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: CH2M HILL Engineers, Inc. DATE: 8/4/16

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

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		4	2					16	6	1	
Professional			2	1	3	1					12	11	2	1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1	1			1					1			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	5	1	7	4					29	17	3	1
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G3rand Total All Employees	68
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: CH2M HILL Engineers, Inc.

AKA/DBA: _____

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

City Englewood County Douglas State CO Zip 80112

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

Name of Company CEO: Jacque Hinman

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: 402 W. Broadway, Suite 1450

City San Diego County San Diego State CA Zip 92101

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

Type of Business: Engineering Consultant Type of License: Multiple

The Company has appointed: Shelette Gustafson
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 9191 South Jamaica Street, Englewood, CO 80112

Telephone Number: (303) 791-0900 FAX Number: (720) 286-9250 Email: _____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of CH2M HILL Engineers, Inc. (Firm Name)
San Diego, CA (County) (State) hereby certify that information provided
 herein is true and correct. This document was executed on this 4th day of August, 2016.

Angela S. Vivanco
 (Authorized Signature)

Angela S. Vivanco
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: CH2M HILL Engineers, Inc. DATE: 8/4/16

OFFICE(S) or BRANCH(ES): Corvallis (CVO) Oregon COUNTY: _____

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial			1		1							17	7		
Professional			3	2	2	3		1				118	48		
A&E, Science, Computer															
Technical			2			1						29	11	2	1
Sales															
Administrative Support			1	2		1						4	17		1
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column			7	4	3	5		1				168	83	2	2
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G3rand Total All Employees 275

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

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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 one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

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

Architecture & Engineering, Science, Computer

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

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

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

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

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

Transportation

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

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**
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical	1.8	ELBE	City of San Diego State of California DGS Caltrans LA County Metro Tran Authority
AirX Utility Surveyors, Inc. 2534 East El Norte Parkway, Ste. C Escondido, CA 92027	Potholing	0.9	SLBE WBE	City of San Diego Supplier Clearinghouse
Bailey Environmental Associates, LLC 4220 Eastridge Drive La Mesa, CA 91941	Technical Advisor, QA/QC	0.4	ELBE	City of San Diego Supplier Clearinghouse
DLM Engineering, Inc. 14220 Sandhill Road Poway, CA 92064	Technical Advisor, QA/QC	0.4	SLBE SBE	City of San Diego State of California
Emerson Process Management 200 Beta Drive Pittsburgh, PA 15238	Equipment and Control Design Support	0.1	OBE	
(FSE) Fiberglass Structural Engineering 455 Stuart Road Bellingham, WA 98226	Fiberglass Reinforced Plastic	0.3	OBE	
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104	CEQA, Permitting	0.7	ELBE DBE	City of San Diego Dept. of Transportation
KATZ & Associates, Inc. 4250 Executive Sq., Suite 670 La Jolla, CA 92037	Public Outreach/ Stakeholder Support	0.3	OBE	
Kennedy/Jenks Consultants, Inc. 9665 Granite Ridge, Suite 210 San Diego, CA 92123	Sitework/Civil	2.5	OBE	
Kleinfelder, Inc.	Structural	4.6	OBE	

550 West C Street, Suite 1200 San Diego, CA 92101				
Lopez Engineering, Inc. 4295 Gesner Street, Suite 2C San Diego, CA 92117	Electrical	5.7	SLBE DBE SBE	City of San Diego Caltrans TheNetwork
Manuel Oncina Architects, Inc. 5711 La Jolla Blvd. La Jolla, CA 92037	Architectural	1.6	SLBE MBE SB MBE	City of San Diego Caltrans State of California DGS Supplier Clearinghouse
Marum Partnership Landscape Architecture 4010 Goldfinch Street San Diego, CA 92103	Landscape	1.4	ELBE WBE	City of San Diego Supplier Clearinghouse
O'Day Consultants, Inc. 2710 Loker Avenue West, Ste. 100 Carlsbad, CA 92010	Stormwater/SWPPP/Traffic Control/Survey (if needed)	5.4	SLBE DVBE	City of San Diego State of California DGs
PW Engineering 933 Muirlands Vista Way La Jolla, CA 92307	Design Technical Advisor, QA/QC	5.9	ELBE	City of San Diego
RF Yeager Engineering, Inc. 9562 Winter Gardens, Suite D-151 Lakeside, CA, 92040	Corosion	0.8	SLBE SCOOP DVBE	City of San Diego SDCWA State of California DGs

List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
Certified Minority Business Enterprise	MBE*
Certified Woman Business Enterprise	WBE*
Certified Disadvantaged Business Enterprise	DBE*
Certified Disabled Veteran Business Enterprise	DVBE*
Other Business Enterprise	OBE*

* Listed for informational purposes only.

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

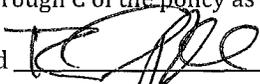
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: City of San Diego North City Water Reclamation Plant Expansion and Influent Conveyance
(H166722)

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:

CH2M HILL Engineers, Inc
Name under which business is conducted

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 Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 
Printed Name Richard Pyle
Title Vice President
Date 8/3/16

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: CH2M Hill Engineers, Inc.
Richard Pyle
- 3. Address, City, State, ZIP: 402 W. Broadway, Suite 1450
San Diego, CA 92101
- 4. Project Title (as shown on 1472, "Request for Council Action"): Agreement with CH2M Hill Engineers, Inc. for Design Engineering Services for North City Water Reclamation Plant Expansion and Influent Conveyance Project
- 5. Consultant Duties for Project: Consultant shall perform design and construction support services for the expansion of the existing North City Water Reclamation Plant (NCWRP) and the pump station and pipeline (Influent Conveyance). Completion of the NCWRP expansion design will allow the City to treat up to 52 mgd. Completion of the Influent Conveyance design will allow the City to convey tertiary-treated water to the future North City Pure Water Facility so it can produce 30 mgd of pure water.

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: Susan Lanni
for [John Helminski/Assistant Director]*

8/11/14
[Date]

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

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 border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th align="center">%</th> <th align="center">%</th> <th align="center">%</th> <th align="center">100%</th> </tr> </thead> <tbody> <tr> <td align="center">Agreed Delivery Date:</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td align="center">Actual Delivery Date:</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td align="center">Acceptance of Plans/Specs.:</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> </tbody> </table>	%	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Final Construction</th> </tr> </thead> <tbody> <tr> <td align="center">Est. Completion: _____</td> </tr> <tr> <td align="center">Actual Completion: _____</td> </tr> </tbody> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
%	%	%	100%																		
Agreed Delivery Date:	_____	_____	_____																		
Actual Delivery Date:	_____	_____	_____																		
Acceptance of Plans/Specs.:	_____	_____	_____																		
Final Construction																					
Est. Completion: _____																					
Actual Completion: _____																					
5. Construction Support																					
5a. Contractor _____ (name and address)		Phone (____) _____																			
5b. Superintendent _____																					
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual 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 \$ _____																				
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)																					
6a. Quality of Plans/Specifications/As-BUILTS Compliance with Contract & Budget Responsiveness to City Staff	Excellent <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Poor <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																		
6b. Overall Rating _____																					
7. AUTHORIZING SIGNATURES																					
7a. Project Manager _____		Date _____																			
7b. Section Head _____		Date _____																			

Section II					SPECIFIC RATING								
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A	CONSTRUCTION SUPPORT EVALUATION	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 _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

City of San Diego North City Water Reclamation Plant Expansion and Influent Conveyance (H166722)

B. BIDDER/PROPOSER INFORMATION:

CH2M HILL Engineers, Inc.

Legal Name	San Diego	DBA	
402 W. Broadway, Suite 1450		CA	92101
Street Address	City	State	Zip
Richard Pyle, P.E., Vice President	(619) 687-0110	(619) 687-0111	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 11 / 26 / 2003 State of incorporation: Delaware

List corporation's current officers: President: Frank C. Gross, Jr.
 Vice Pres: James Doyna
 Secretary: Sarah K. Hilty
 Treasurer: Steven Matthews

Is your firm a publicly traded corporation? Yes No

If **Yes**, name those who own ten percent (10 %) or more of the corporation's stocks:

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

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

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

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

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

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

- 2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo Bank

Point of Contact: Randall J. Schmidt Vice President

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

Phone Number: (303) 863-6033

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
 Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances.

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City of San Diego, North City Water Reclamation (Original Design)

Contact Name and Phone Number: Dave Schlesinger, Former Director, San Diego Metropolitan Wastewater Department

Contact Email: FSchlesinger@sandiego.gov

Address: _____

Contract Date: Completed 1996

Contract Amount: \$180 million

Requirements of Contract: Design and Construction Management of 45 mgd WRP

Company Name: Tres Rios Water Reclamation Facility, Pima County Regional Wastewater Reclamation District Contract

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

Contact Email: John.Sherlock@pima.gov

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

Contract Date: Completed December 2014

Contract Amount: 212 million

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

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

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

Contact Email: rtschep@icloud.com

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

Contract Date: Completed 2011

Contract Amount: 232 million

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** **No** If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Tiong J. Leim (619) 449-5900

Contact Email: Tj_liem@alliedgeo.org

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

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: Geotechnical

What portion of work will be assigned to this subcontractor: 1.8%

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: AirX Utility Surveyors, Inc.

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

Contact Email: alaw@airxus.com

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

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: Potholing

What portion of work will be assigned to this subcontractor: 0.9%

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: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 5/1 /2016

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.

Richard Pyle, Vice President
Name and Title


Signature

8/3/16
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.

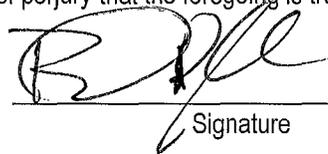
Company Name: Bailey Environmental Associates, LLC
Contact Name and Phone Number: Harold Bailey, Ph.D., P.E (619) 850-9645
Contact Email: hbailey@baileyenvironmental.com
Address: 4220 Eastridge Drive, La Mesa, CA 91941
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Technical Advisor, QA/QC
What portion of work will be assigned to this subcontractor: 0.4%
Is this Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: DLM Engineering, Inc.
Contact Name and Phone Number: Don McFarlane (858) 414-7801
Contact Email: dlmengineering@yahoo.com
Address: 14220 Sandhill Road, Poway, CA 92064
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Technical Advisor/QA/QC
What portion of work will be assigned to this subcontractor: 0.4%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: Fiberglass Structural Engineering
Contact Name and Phone Number: Dan Sturtz, PMP (360) 734-7040 x 364
Contact Email: dan.sturtz@fse.com
Address: 455 Stuart Road, Bellingham, WA 98226
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Fiberglass Reinforcement Plastic
What portion of work will be assigned to this subcontractor: 0.3%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Richard Pyle, Vice President



8/3/16

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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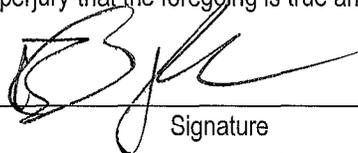
Company Name: Hon Consulting, Inc.
Contact Name and Phone Number: Katherine Hon, President (619) 294-8990
Contact Email: khon@honconsultinginc.com
Address: 2226 Dwight Street, San Diego, CA 92104
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: CEQA, Permitting
What portion of work will be assigned to this subcontractor: 0.7%
Is this Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) **Yes** No

Company Name: KATZ & Associates, Inc.
Contact Name and Phone Number: Sarah Rossetto, Senior Civil Engineer and Client Team Leader (858) 452-0031
Contact Email: dhopkins@katzandassociates.com
Address: 4250 Executive Sq., Suite 670, La Jolla, CA 92037
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Public Outreach/Stakeholder Support
What portion of work will be assigned to this subcontractor: 0.3%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (Circle One) **Yes** No

Company Name: Kennedy/Jenks Consultants, Inc.
Contact Name and Phone Number: Sarah Williams, PE (858) 676-7500
Contact Email: SarahWilliams@kennedyjenks.com
Address: 9665 Granite Ridge, Suite 210, San Diego, CA 92123
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Sitework/Civil
What portion of work will be assigned to this subcontractor: 2.5%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (Circle One) **Yes** No

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.

Richard Pyle, Vice President



8/3/16

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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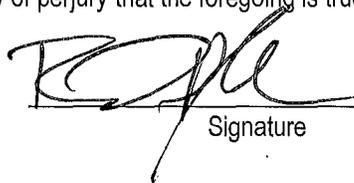
Company Name: Kleinfelder, Inc.
Contact Name and Phone Number: Simon Wong, PE., SE, (619) 831-4553
Contact Email: swong@kleinfelder.com
Address: 550 West C Street, Suite, 1200, San Diego, CA 92101
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Structural
What portion of work will be assigned to this subcontractor: 4.6%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: Lopez Engineering, Inc.
Contact Name and Phone Number: Jay Lopez, P.E., President (619) 922-5658
Contact Email: jjlopez@lopezengineering.com
Address: 4295 Gesner Street, Suite 2C, San Diego, CA 92117
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Electrical
What portion of work will be assigned to this subcontractor: 5.7%
Is this Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

Company Name: Manuel Oncina Architects, Inc.
Contact Name and Phone Number: Manuel Oncina, Principal (858) 459-1221 x 110
Contact Email: moncina@oncinaarc.com
Address: 5711 La Jolla Blvd., La Jolla, CA 92037
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract: Architectural
What portion of work will be assigned to this subcontractor: 1.6%
Is this Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Circle One) Yes No

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Richard Pyle, Vice President



8/3/16

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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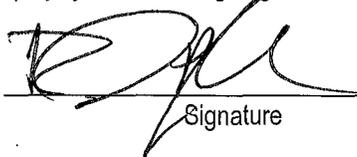
Company Name: Marum Partnership Landscape Architecture
 Contact Name and Phone Number: Marian Marum, Principal (619) 992-9533
 Contact Email: marian@marumpartnership.com
 Address: 4010 Goldfinch Street, San Diego, CA 92103
 Contract Date:
 Sub-Contract Dollar Amount:
 Requirements of Contract: Landscape
 What portion of work will be assigned to this subcontractor: 1.4%
 Is this Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) **Yes** No

Company Name: O'Day Consultants, Inc.
 Contact Name and Phone Number: Keith Hansen, PE, QSD, QSP, Project Manager (760) 931-7700 ext. 203
 Contact Email: keithh@odayconsultants.com
 Address: 2710 Loker Avenue West, Ste. 100, Carlsbad, CA 92010
 Contract Date:
 Sub-Contract Dollar Amount:
 Requirements of Contract: Stormwater/ SWPPP/Traffic Control/Survey (if needed)
 What portion of work will be assigned to this subcontractor: 5.4%
 Is this Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **Yes** No

Company Name: PW Engineering.
 Contact Name and Phone Number: Pete Wong (858) 334-6347
 Contact Email: pwong.pwe@gmail.com
 Address: 933 Muirlands Vista Way, La Jolla, CA 92307
 Contract Date:
 Sub-Contract Dollar Amount:
 Requirements of Contract: Design Technical Advisor, QA/QC
 What portion of work will be assigned to this subcontractor: 5.9%
 Is this Subcontractor a certified SLBE, **ELBE**, MBE, DBE, DVBE, or OBE? (Circle One) **Yes** No

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Richard Pyle, Vice President



8/3/16

Print Name, Title

Signature

Date

**City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

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

Company Name: Emerson Process Management
Contract Name and Phone Number: Glenn Heint, Director, Customer Services (412) 963-3835
Contract Email: Glenn.Heint@emerson.com
Address: 200 Beta Drive, Pittsburgh, PA 15238
Contract Date:
Sub-Contract Dollar Amount:
Requirements of Contract:
What portion of work will be assigned to this subcontractor: 0.1%
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE or OBE? (Circle One) Yes No

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Richard Pyle, Vice President



8/3/16

Print Name, Title

Signature

Date

REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

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

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

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

CH2M HILL Engineers, Inc.

Name of Firm

Signature of Authorized Representative

Richard Pyle, Vice President

Printed/Typed Name

8/3/16

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: City of San Diego North City Water Reclamation Plant Expansion and Influent Conveyance (H166722)

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

CH2M HILL Engineers, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed



Printed Name Richard Pyle

Title Vice President