

**DUPLICATE**

**ORIGINAL**

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

**FOR**

**DESIGN OF NORTH CITY PURE WATER FACILITY**

**CONTRACT NUMBER: H176846**

Document No. **10-311147**  
Filed **MAY 23 2017**  
Office of the City Clerk  
San Diego, California

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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  
CAROLLO ENGINEERS, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Carollo Engineers, Inc. [Design Professional or Consultant] for the Design Professional to provide Professional Services to the City for the Design of North City Pure Water Facility (H176846) [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, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

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

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

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

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$26,874,202. The compensation for the Scope of Services shall not exceed \$24,174,202 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed **\$2,700,000**. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

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

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Total Not to Exceed Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$ 1,000,000
2	From July 1, 2017 through completion of Agreement	\$21,229,202
3	From August 1, 2018 through completion of the Agreement	\$ 525,000
4	From May 1, 2019 through completion of the Agreement	\$ 4,000,000
5	From July 1, 2020 through completion of the Agreement	\$ 120,000
Total		\$26,874,202

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

- a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.
- b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional’s obligation shall increase only to the extent authorized by the City.
- d. If the Agreement is terminated under Section 2.6 “City’s Right to Terminate for Convenience”, the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.
- e. The Phase Funding schedule may be amended as required by the City.

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

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

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$ 1,000,000	\$0	\$ 1,000,000
2	\$18,529,202	\$2,700,000	\$21,229,202
3	\$ 525,000	\$0	\$ 525,000
4	\$ 4,000,000	\$0	\$ 4,000,000
5	\$ 120,000	\$0	\$ 120,000
<b>Total</b>	\$24,174,202	\$2,700,000	\$26,874,202

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

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

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

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

#### **ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS**

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

#### **4.2 Right to Audit.**

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

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

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

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

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

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

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

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

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

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

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

limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

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

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

#### **4.3.3 Acceptability of Insurers.**

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

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

#### **4.3.4 Required Endorsements.**

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

#### **4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

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

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.5 Contract Records and Reports.**

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

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

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

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

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

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

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

#### **4.6 Non-Discrimination Requirements.**

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

**4.6.2 Non-Discrimination Ordinance.** The Design Professional shall not discriminate on the basis of race, gender, 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: Jeff Thornbury, Principal in Charge, Carollo Engineers, Inc., 5075 Shoreham Place, Suite 120, San Diego 92122.

**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: Jeff Thornbury and Jim Meyerhofer [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](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

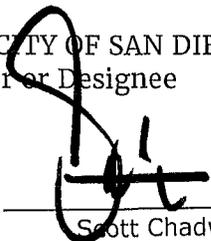
**9.24 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

*The remainder of this page has been intentionally left blank.*

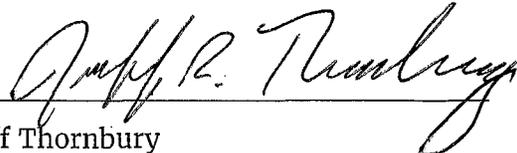
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. 311147, authorizing such execution, and by the Design Professional pursuant to the Signature Authority Document.

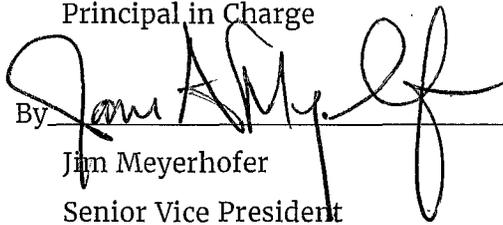
Dated this 2 day of JUNE, 2017.

THE CITY OF SAN DIEGO  
Mayor or Designee

By:   
Scott Chadwick  
Chief Operating Officer  
Office of the COO

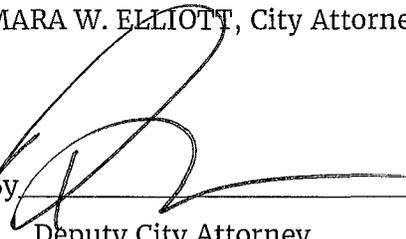
I HEREBY CERTIFY I can legally bind Carollo Engineers, Inc. and that I have read all of this Agreement, this 14th day of FEBRUARY, 2017

By:   
Jeff Thornbury  
Principal in Charge

By:   
Jim Meyerhofer  
Senior Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 2 day of June, 17.

MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**

# SCOPE OF SERVICES

DETAILED SCOPE OF SERVICES  
FOR THE  
DESIGN OF NORTH CITY PURE WATER FACILITY (H176846)  
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**Attachments:**

- Attachment A-1 Design Review Checklists
- Attachment A-2 30% Engineering Design Report
- Technical Memorandum: Photovoltaic Cell Evaluation at NCPWF, September 8, 2016

**DETAILED SCOPE OF SERVICES**  
for the  
**Design of North City Pure Water Facility (H176846)**

**PHASE A – DESIGN**

**GENERAL**

The City of San Diego (CITY) is in the process of implementing the Pure Water Program which will utilize water purification technology to treat recycled water that is produced at the North City Water Reclamation Plant (NCWRP) to provide a safe and reliable local water supply through reservoir augmentation. The Pure Water Program will help reduce the dependence on imported water, increase use of recycled water that is currently produced at the NCWRP, reduce flows to the Point Loma Wastewater Treatment Plant (PLWTP), and develop a drought-proof local source of water for San Diego.

The *North City Pure Water Facility (NCPWF)* will be constructed north of Eastgate Mall across from the existing NCWRP. Once operational in 2021, the new plant will have a production capacity of up to 34 million gallons a day (mgd). The purified water from the NCPWF will be conveyed to Miramar Reservoir (MR).

The following defines the DESIGN PROFESSIONAL'S scope of services for the detailed design.

The CITY has prepared a Draft 30% Design Report for the *North City Pure Water Facility*. The 30% Engineering Design Report, dated October 2016 is included as Attachment A-2. The 30% Engineering Design Report resolved the majority of the issues that will have significant impact on the overall project. No major deviation to the 30% report are expected, however the City does expect the DESIGN PROFESSIONAL to refine and progress the 30% design to Final as dictated by this scope of services.

The 30% Engineering Design Report, Pure Water Program Management Plan (PMP), along with CITY Standards, including CADD Standards and Specifications for Public Works Construction 2015 Edition will define the scope of services for the detailed design activities. Any significant departure from approved design concepts must be approved by the CITY. The DESIGN PROFESSIONAL acknowledges that any design refinement suggested in the Alternatives to the 30% Technical Memorandum (dated December 2016) prepared by the DESIGN PROFESSIONAL shall be evaluated fully and if accepted by the City shall be incorporated into the design at no additional cost.

DESIGN PROFESSIONAL is responsible for exercising the appropriate level of engineering to advance the 30% Engineering Design Report to a complete and properly coordinated

construction level document. Therefore, DESIGN PROFESSIONAL will perform the engineering tasks necessary to refine and optimize the project through further development of the 30% Engineering Design Report, 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. DESIGN PROFESSIONAL shall take full responsibility for the Final Design of all tasks authorized by the CITY. DESIGN PROFESSIONAL shall prepare documents for the construction of the project in two construction packages as follows:

**Construction Package 1: Clearing and Mass Grading**

**Construction Package 2: North City Pure Water Facility**

Additionally the DESIGN PROFESSIONAL shall include the City's Pre-Selected System Suppliers for the MF and UV as subconsultant and prequalified RO element suppliers and shall work closely with the vendors to progress the design from 30% to Final. The MF and UV Pre-Selection, and RO element Prequalification and specifications information will be provided to the DESIGN PROFESSIONAL.

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

**TASK 1 CITY MANAGEMENT SUPPORT**

DESIGN PROFESSIONAL will provide management and technical support to the CITY in the execution of the *North City Pure Water Facility Design* in the areas listed below. DESIGN PROFESSIONAL will provide continuous presence in San Diego by technical design management personnel during the design process.

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

**1.1 COMMUNICATION AND COORDINATION WITH THE PURE WATER PROGRAM MANAGEMENT TEAM**

DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL shall be aware of the PDS requirements.

## **1.2 PROJECT EXECUTION PLAN**

DESIGN PROFESSIONAL shall prepare a Project Execution Plan (PXP) that is specific to the *North City Pure Water Facility*. 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)

## **1.3 PROGRESS MEETINGS AND REPORT**

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

### **1.3.1 DESIGN REVIEW MEETING**

DESIGN PROFESSIONAL will prepare the meeting Agenda for and attend 1 monthly Design Review Meetings with CITY personnel in the Public Utilities Department (PUD) offices. DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S Project Manager. The Design Review Meeting is technically focused and for items such as reviewing design decisions and getting input from O&M, and other Divisions within PUD that are involved in the design. DESIGN PROFESSIONAL will provide Draft Meeting Minutes to the CITY within two (2) working days of the meeting. DESIGN PROFESSIONAL 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.

### **1.3.2 PROJECT STATUS REPORTS**

DESIGN PROFESSIONAL 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)

#### **1.4 SCHEDULING/ENGINEERING AND COST MONITORING**

DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL 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 11 months after Notice-to-Proceed (NTP), including Value Engineering and CITY review periods.

Within 30 days from receipt of NTP, DESIGN PROFESSIONAL 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)

#### **1.5 RECORDS MANAGEMENT**

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

#### **1.6 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 30% Engineering Design Report and other planning documents.

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

DESIGN PROFESSIONAL shall coordinate with the consultant for the NCWRP Expansion and PWF Influent Conveyance projects, as well as the North City Pure Water Pump Station project, Pure Water Pipeline project, Morena Pump Station, WW Force Main and Brine Conveyance project, MBC to North City Power Link project, DESIGN PROFESSIONAL will also coordinate Electrical Power Distribution, Distribution Control System Coordination, phone and plant security issues including interfaces, Construction Staging and Contractor's work area limits.

This task includes necessary meetings, field trips, minor engineering revisions, and all other activities, which are required to provide a full coordination effort to make the *North City Pure Water Facility* operational and functional. The level of effort for coordination with the DESIGN PROFESSIONAL for the NCWRP Expansion and PWF Influent Conveyance projects as well as the consultant for the North City Pure Water Pump Station and Pipeline projects and other consultants shall include up to ten (10) meetings, four (4) hours each meeting and attended by two (2) people. DESIGN PROFESSIONAL shall provide to the City Project Manager a copy of the draft and final meeting minutes for review three (3) days after each meeting.

#### **1.7 KICKOFF MEETING**

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

- Officer of the DESIGN PROFESSIONAL'S firm
- Project Manager of the DESIGN PROFESSIONAL'S firm
- Major Task Leaders
- Representative from each Major Subconsultant

DESIGN PROFESSIONAL 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 PUBLIC INFORMATION ASSISTANCE**

Where CITY employees can and currently do perform the services/scope of services identified in this section, consistent with their classification, they will continue to do so. The services/scope of services listed in this section is not intended to take away any CITY employees' work. DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL shall plot and mount progress engineering drawings as required or needed.

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

### **2.1 IDENTIFY COMMUNITY GROUPS AND IMPACTED COMMUNITIES**

The 30% Engineering Design Report and Planning Study has identified impacted areas, communities, and some of the groups that are critical to the implementation and success of this project. DESIGN PROFESSIONAL shall utilize and expand the list to include any additional community groups that this project may impact. Additionally, DESIGN PROFESSIONAL shall:

- Assist the City implementation of an outreach plan in line with the CITY's overall Pure Water Outreach Plan to support and coordinate execution of this project
- Provide support for all Community Group meetings, Business Group meetings, Public Information meetings, and all Outreach Events in consultation with the CITY's Staff
- Support the CITY Project Manager in updating their Stakeholder Register

### **2.2 ATTEND COMMUNITY GROUP AND BUSINESS GROUP MEETINGS**

DESIGN PROFESSIONAL will provide ongoing consultation through the design phase with existing and new Community Groups and Business 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, 3 hours per meeting.

The DESIGN PROFESSIONAL will attend four (4) meetings and prepare graphic boards as required.

### **2.3 ATTENDANCE AT AND PREPARATION FOR PUBLIC INFORMATION MEETINGS**

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

DESIGN PROFESSIONAL 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.

DESIGN PROFESSIONAL'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)

### **2.4 ATTENDANCE AT PUBLIC MEETINGS FOR EIR REVIEW**

DESIGN PROFESSIONAL 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 four (4) meetings, two (2) hours each with two (2) persons attending.

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

### **TASK 3 ENVIRONMENTAL IMPACT REPORT (EIR) SUPPORT**

The EIR for the *North City Pure Water Facility* will be prepared by others. DESIGN PROFESSIONAL is required to provide coordination time and deliverables, including technical

support in support of the environmental documentation. DESIGN PROFESSIONAL will provide all needed information, drawings and exhibits 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 mid-2021.

#### **TASK 4 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, DESIGN PROFESSIONAL is required to submit PDFs of all Task 4 deliverables using the Pure Water Program Portal.

##### **4.1 SURVEYING AND MAPPING (NIC)**

##### **4.2 PROPERTY ACQUISITION ASSISTANCE (NIC)**

##### **4.3 GEOTECHNICAL INVESTIGATION**

A limited geotechnical investigation was conducted as part of the 30% Engineering Design Report provided as Attachment A-2. DESIGN PROFESSIONAL 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 will be limited to the fault investigations and trenching necessary to determine impact of existing fault on the design and construction of the project. Location of the trenching has been identified and will be provided to the CONSULTANT. All geotechnical work must be coordinated with CITY staff prior to site access.

DESIGN PROFESSIONAL shall be responsible for obtaining the required 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.

DESIGN PROFESSIONAL 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). DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL shall provide maps of the selected alignment, showing current investigation findings as well as information from past investigations. A geologic cross section should also be provided along the alignment.

#### **DELIVERABLES**

Draft Geotechnical Design and Data Report (10 copies each)

Final Geotechnical Design and Data Report (10 copies each)

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

#### **4.4 CORROSION SURVEY AND STRAY CURRENT REPORT**

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 Stray Current and Corrosion Survey Report (5 copies & 1 electronic copy)

## **TASK 5 DESIGN DEVELOPMENT**

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

When applicable, the DESIGN PROFESSIONAL shall comply with all the requirements described in the CWP guidelines. It is the DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL 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.

The CONSULTANT shall also review the plans and specifications for the Pure Water Pump Station that is located within the Pure Water Facility Site to eliminate or minimize conflict between the Pure Water Facility and the Pure Water Pump station specifications. These two facilities will be constructed under one construction contract.

### **5.1 DETERMINE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES**

DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL will prepare a list of existing utilities and locations of these utilities, including potholing. DESIGN PROFESSIONAL shall plot existing utilities on the aerial topographic mapping provided by the CITY.

Field verification (potholing) of existing utilities will be limited to forty (40) locations. DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL will show the horizontal locations of overhead and buried utilities and of all known public and private utilities on plan and profiles. DESIGN PROFESSIONAL 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

## **TASK 6 FINAL DESIGN**

In conformance with the CITY policy to encourage maximum participation of local contractors in the construction of the *North City Pure Water Facility* the preparation of final drawings and specifications shall be based on a multiple construction package strategy. DESIGN PROFESSIONAL shall prepare separate construction documents for the following construction packages:

### **Construction Package 1: Clearing and Mass Grading**

### **Construction Package 2: North City Pure Water Facility**

The DESIGN PROFESSIONAL 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 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.

DESIGN PROFESSIONAL shall delineate Instrumentation and Control components within the construction package and interconnections for system operation with related projects and facilities, including the distributed control system (DCS), that will be supplied by a project Instrumentation and Control DCS System Provider. DESIGN PROFESSIONAL shall prepare specifications identifying the commercial terms and technical/delivery requirements for the Construction Contractor and DCS System Provider.

The layout and details of the distributed control system for the plant will be included based on the I/O listings provided by the DESIGN PROFESSIONAL. 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 for inclusion into design.

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

DESIGN PROFESSIONAL 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. The CITY will provide DESIGN PROFESSIONAL with all of the Construction specifications in a Word format. DESIGN PROFESSIONAL shall address all CITY comments prior to the final submittal.

The following applies to this Final Design Phase:

Task 5 scope descriptions will apply as appropriate

For design team members using AutoCAD, one (1) typical drawing per discipline and all appropriate reference files shall be translated into Micro Station and shall be submitted in electronic media at each submittal 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, DESIGN PROFESSIONAL is required to submit PDFs of all Task 6 deliverables using the Pure Water Program Portal.

#### **6.1 VENDOR PREQUALIFICATION/PRE-SELECTION**

The CITY identified three major pieces of process equipment and vendors that have been or are currently being prequalified and are to be used under this contract. A list of these equipment is shown below:

- Microfiltration/Ultra Filtration (MF/UF) System
- Reverse Osmosis (RO) Elements
- Ultraviolet Disinfection (UV) System

Prequalification/preselection is being conducted for these major equipment items where process performance, footprint and costs can vary significantly between systems and suppliers. The prequalification/preselection process allows performance testing and competitive bidding of major equipment during preliminary design so that final design can proceed around preselected equipment.

For the MF/UF equipment, the CITY is currently conducting Pilot Testing; will issue a Request for Proposals; and will have a Selection Agreement for the selected MF/UF System Supplier. The CITY will prepare and negotiate the Selection Agreement with the Pre-Selected MF/UF System Supplier that will include contract amount, payment schedule for deliverables and services, scope of services, and minimum required contract terms and conditions. The Pre-Selected MF/UF System Supplier will prepare shop drawing submittals and technical documents, provide technical support during final design, and participate in specified design coordination and review meetings. The DESIGN PROFESSIONAL shall execute an Agreement with the Pre-Selected MF/UF System Supplier for design and pre-construction services as a subconsultant. The DESIGN PROFESSIONAL shall coordinate and work with the Pre-Selected MF/UF System Supplier, complete the final design, and prepare Bid Documents including the boundary, roles, and responsibilities of the MF/UF System Supplier and Contractor. Any agreement between the City and the Suppliers/Vendors will be provided to the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall allocate up to \$150k to the selected MF supplier to assist with the design of the MF system.

For the UV System the CITY is currently conducting Bench-Scale and Full-Scale Third Party Testing; will issue a Request for Proposals; and will have a Selection Agreement for the Pre-Selected UV System Supplier. The CITY will prepare and negotiate the Selection Agreement with the Pre-Selected UV System Supplier that will include contract amount, payment schedule for deliverables and services, scope of services, and minimum required contract terms and conditions. The Pre-Selected UV System Supplier will prepare shop drawing submittals and technical documents, provide technical support during final design, and participate in specified design coordination and review meetings. The DESIGN PROFESSIONAL shall execute an Agreement with the Pre-Selected UV System Supplier for design and pre-construction services as a subconsultant. The DESIGN PROFESSIONAL shall coordinate and work with the Pre-Selected UV System Supplier, complete the final design, and prepare Bid Documents including the boundary, roles, and responsibilities of the UV System Supplier and Contractor. Any agreement between the City and the Suppliers/Vendors will be provided to the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall allocate up to \$100k to the selected UV supplier to assist with the design effort of the UV system.

For the RO elements the CITY is currently conducting Pilot Testing and will prequalify the RO Suppliers that have successfully pass the Testing Plan requirements for the RO elements. The DESIGN PROFESSIONAL shall coordinate and work with the prequalified RO element Suppliers as necessary to complete the RO system final design using the tested elements, and prepare Bid Documents including only the prequalified RO elements. Only those prequalified RO elements will be included in the Specifications and no alternative RO elements will be considered.

## **6.2 INTEGRATION OF PUBLIC ART**

The *North City Pure Water Facility* project is subject to City Council Policy 900-11, "Inclusion of Public Art in Selected Capital Improvements Program." The City will select the Public Art Consultant under a separate contract. The DESIGN PROFESSIONAL shall work closely with the Public Art consultant to integrate the selected public art created by the City's selected Public Art Consultant into the design and construction of the NCPWF.

## **6.3 INTEGRATION OF GENERATION AND SOLAR FACILITIES**

DESIGN PROFESSIONAL will communicate and coordinate with the City Project Managers managing the Generation Facility, Powerlink and NCWRP Expansion to determine the hierarchy of power distribution to the NCWRP and NCPWF in the order of criticality; and design a power management and protection system that would take into account real-time available power from the Generation Facility, power needs at NCWRP, and power needs at NCPWF, including Rule 21 interconnection agreement requirements with SDGE. This will ensure the electrical system is designed and integrated with the new facilities to supply power directly to the NCPWF. All design work associated with this task shall be the responsibility of the DESIGN PROFESSIONAL at no additional cost to the City.

DESIGN PROFESSIONAL will also evaluate and analyze the feasibility and cost payback of adding photovoltaic (PV) solar power to the NCPWF. A draft technical memorandum of the Photovoltaic Cell Evaluation at NCPWF (MR option) was prepared by Brown and Caldwell in September 2016. DESIGN PROFESSIONAL shall evaluate and determine the need of the PV for the NCPWF. If deemed feasible, it shall be the responsibility of the DESIGN PROFESSIONAL perform the design at no additional cost to the City.

## **6.4 COMNET**

The 30% Engineering Design Report NCPWF (MR) based the Pure Water Facility as being part of the NCWRP COMNET system. 15 days from the issuance of the notice to proceed of this agreement, the DESIGN PROFESSIONAL will be required to perform analysis and submit to the City a life cycle and capital cost of the NCPWF with the following evaluation: 1) NCPWF

being a stand-alone COMNET system, and 2) NCPWF to be connected as part of the NCWRP existing COMNET system. All design work associated with either alternatives shall be the responsibility of the DESIGN PROFESSIONAL at no additional cost to the City.

#### **6.5 ROADWAY AND TRAFFIC SIGNAL IMPROVEMENT**

DESIGN PROFESSIONAL will provide design of traffic signal for crossing at Eastgate Mall between the main entrance of the *North City Pure Water Facility* and the new entrance to the North City Water Reclamation Plant. DESIGN PROFESSIONAL will also perform traffic study, include design of turning lane to allow vehicle to enter both the NCWRP and the NCPWF from Eastgate Mall. The DESIGN PROFESSIONAL shall be responsible for any roadway improvements necessary within the two facilities. All design work associated with this task shall be at no additional cost to the City.

#### **6.6 LABORATORY SERVICES**

The DESIGN PROFESSIONAL shall acquire the services of a Laboratory DESIGN PROFESSIONAL to assist with progressing the design of the lab from the 10% design to Final. All work under this section shall be coordinated closely with the Project Manager and the Environmental Monitoring and Technical Service group of the Public Utilities Department.

#### **6.7 60% LEVEL OF FINAL DESIGN**

This task shall include advancement of the information presented in the 30% Engineering Design Report to 60% Design completion. Included in the 60% Design shall be an update to any design issues or omission from the 30% Engineering Design Report. The 60% 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 DESIGN PROFESSIONAL shall use the 30% Engineering Design Report to the fullest extent possible in preparation of the 60% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by DESIGN PROFESSIONAL in the course of utilization of the 30% Engineering Design Report. In this event, DESIGN PROFESSIONAL shall resolve issues with CITY in a timely fashion to complete the 60% 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 DESIGN PROFESSIONAL before the DESIGN PROFESSIONAL can proceed with 100% Design.

DESIGN PROFESSIONAL will advance the 30% Design to the 60% Design level. DESIGN PROFESSIONAL shall ensure the 60% Design includes all applicable criteria listed in the 60% Design Review Checklist in Attachment 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.

#### **6.7.1 IDENTIFY CONSTRUCTION STAGING AREAS**

As part of the 60% Design, DESIGN PROFESSIONAL will define construction staging requirements; construction parking requirements, spoil disposal requirements, and all supporting facilities and requirements including field office facilities and locations for the CITY. DESIGN PROFESSIONAL shall coordinate with the PUD staff to incorporate the above requirements into draft contract documents.

#### **6.7.2 DESIGN CHANGE TECHNICAL MEMORANDUM**

DESIGN PROFESSIONAL will prepare and submit a draft and final TM detailing all changes or deviations from the 30% Engineering Design Report. The CITY will review the draft TM and compile and coordinate all CITY comments into one (1) copy of each memorandum. DESIGN PROFESSIONAL shall prepare a final TM by incorporating agreed upon comments.

#### **DELIVERABLES**

Draft TM (20 copies)

Final TM (20 copies)

#### **6.7.3 PLAN CHECK AND CONSTRUCTABILITY REVIEW (AS NEEDED)**

If requested by CITY, DESIGN PROFESSIONAL will support the early initiation of the Plan Check and Constructability Review. Details for the Plan Check and Constructability Review are located in Section 6.8.1 and 6.8.2. DESIGN PROFESSIONAL will include budget for the Plan Check and Constructability Review under Task 6.8.1 and 6.8.2. No budget should be included under this task.

#### **6.7.4 CONSTRUCTABILITY REVIEW**

DESIGN PROFESSIONAL will furnish support for a CITY-led Constructability Review. If requested by CITY, DESIGN PROFESSIONAL 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

DESIGN PROFESSIONAL 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

**6.8.1 AUTHORIZATION FOR 100% DESIGN**

DESIGN PROFESSIONAL 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.

CITY will provide DESIGN PROFESSIONAL with one (1) set of consolidated review comments. A 60% Design Review Meeting between the CITY and DESIGN PROFESSIONAL shall be conducted to review the comments and confirm final design development. Meeting shall not exceed 4 hours. DESIGN PROFESSIONAL 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, structural calculations and specifications (30 copies)

60% 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

**6.9 100% LEVEL OF FINAL DESIGN**

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

### **6.9.1 AUTHORIZATION FOR FINAL DESIGN**

DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL with one (1) set of consolidated review comments. A 100% Design Review Meeting between the CITY and DESIGN PROFESSIONAL shall be conducted to review the comments and confirm final design development. Meeting shall not exceed 4 hours. DESIGN PROFESSIONAL shall make required corrections and/or respond to comments as a result of CITY'S review process.

### **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

### **6.9.2 PLAN CHECK**

DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL shall submit 100% Design complete plans and specifications to other outside agencies for review as required for permitting and regulatory approvals. DESIGN PROFESSIONAL shall incorporate all comments from plan check into final design at no cost to the CITY.

### **6.10 FINAL DESIGN SUBMITTAL**

Final CITY review and Plan Check comments will be provided in this phase. DESIGN PROFESSIONAL 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.

DESIGN PROFESSIONAL shall ensure the Final Design includes all applicable criteria listed in the Final Design Review Checklist shown in Attachment A-1. CITY will review DESIGN PROFESSIONAL'S Final Design Submittal to ensure that comments from 100% Design, Plan

Check and Constructability Review were incorporated and hold a meeting, if needed, to discuss omissions.

#### **6.10.1 DESIGN COMPUTATION REVIEW AND COORDINATION CHECKING**

DESIGN PROFESSIONAL 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.

DESIGN PROFESSIONAL will perform QA/QC checking on design drawings, prior to submittal to the CITY, to verify drafting accuracy. DESIGN PROFESSIONAL will perform coordination checks to verify consistency between disciplines and facilities. DESIGN PROFESSIONAL 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 SUPPLEMENTAL DESIGN**

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

#### **7.1 TRANSIENT ANALYSIS**

Where applicable, the DESIGN PROFESSIONAL shall perform a hydraulic transient analysis of all transient phenomena and proposed control measures at the 60% design. The DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL shall conduct two (2) meetings with the CITY to discuss the draft technical memorandum.

The DESIGN PROFESSIONAL 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 DESIGN REVIEWS AND APPROVALS**

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

##### **8.1 CITY DESIGN REVIEW**

60%, , 100% and Final Designs shall be submitted to the CITY for review. CITY will collect review comments, resolve conflicts, and provide and one (1) electronic copy in of all review comments **within 30 calendar days of receipt of DESIGN PROFESSIONAL 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 Attachment A-1.

CITY review comments will be summarized in one Review Comment Log with a space provided for DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL shall be conducted at 60%, 90% and 100% Design to review the comments and confirm design development.

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

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

#### **DELIVERABLES**

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

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

#### **TASK 9 VALUE ENGINEERING (NIC)**

#### **TASK 10 CONSTRUCTION COST ESTIMATES**

DESIGN PROFESSIONAL shall prepare cost estimates in accordance with American Association of Cost Estimators (AACE) Guidelines. In developing these cost estimates, data for the various work categories and disciplines will be prepared in Excel spreadsheet format. All cost estimates shall include Operation and Maintenance cost. 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. DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL is required to submit PDFs of all Task 10 deliverables using the Pure Water Program Portal.

##### **10.1 PREPARE 60% CONSTRUCTION COST ESTIMATE**

DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL 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)

## **10.2 PREPARE 100% CONSTRUCTION COST ESTIMATE**

DESIGN PROFESSIONAL will update the 60% 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 and include O&M costs. DESIGN PROFESSIONAL shall resolve any discrepancy between the two estimates. The definition and qualifications of the 90% estimate also apply to this estimate. Use current ENR (CCI LA) cost index.

### **DELIVERABLES**

100% cost estimate (20 Copies)

Narrative for the construction of facilities (20 Copies)

## **10.3 FINAL PRE-BID CONSTRUCTION COST ESTIMATE**

DESIGN PROFESSIONAL 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 and include O&M costs. DESIGN PROFESSIONAL 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**

Final Pre-Bid cost estimate for the construction of facilities, including operational and maintenance costs (20 COPIES EACH)

## **TASK 11 PERMITTING**

**Subject to the permits listed herein and specified clarifications, DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL is required to submit PDFs of all Task 11 deliverables using the Pure Water Program Portal.

### **11.1 PERMIT WORK PLAN AND SCHEDULE**

DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL is responsible for identifying any additional responsible agencies with permitting or approval authority. DESIGN PROFESSIONAL will submit the Real Estate and Permit Tracking Form with each design submittal.**

#### **FEDERAL**

U.S. Army Corps of Engineers (will be done by others)

#### **STATE**

Division of Drinking Water (DDW)

State Water Resources Control Board

Regional Water Quality Control Board (RWQCB)

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 DEH/HMD

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)

## **11.2 PERMIT APPLICATIONS AND TECHNICAL DOCUMENTS**

As specified above, DESIGN PROFESSIONAL will prepare permit applications, as deemed complete by the regulatory agency, and identified in the DESIGN PROFESSIONAL'S Permit Work Plan. DESIGN PROFESSIONAL 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 Pure Water Facility*.

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

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

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

For Caltrans, DESIGN PROFESSIONAL will prepare the permit application and providing the CITY with support for obtaining a Longitudinal Encroachment Permit.

### **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)

## **11.3 COORDINATION AND AGENCY INTERACTION**

DESIGN PROFESSIONAL shall participate with the CITY, as the lead agency, in interactions with various regulatory agencies and departments as identified in the DESIGN PROFESSIONAL'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 OPERATIONS AND MAINTENANCE**

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

### **12.1 OPERATIONS AND MAINTENANCE ENGAGEMENT**

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

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

### **12.2 PRELIMINARY DRAFT OPERATIONS MANUAL, VOLUME I AND VOLUME II OF THE O&M MANUAL**

DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL.

DESIGN PROFESSIONAL shall prepare and submit a preliminary draft Operations Manual before 60% Design completion. Preliminary figures and tables will also be included in this draft. DESIGN PROFESSIONAL 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)

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

DESIGN PROFESSIONAL shall submit revised draft outlines and sections of the Operations Manual prepared in Task 12.2 with accepted CITY review comments incorporated when the design is 90% complete.

**DELIVERABLES (20 COPIES)**

Final Outline for Operations and Maintenance Manual

Revised Draft Operations Manual

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

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

**DELIVERABLES**

Equipment list (20 copies)

Construction specifications for maintenance information submittals (20 copies)

**12.5 HAZARDOUS OPERATIONS PLAN**

DESIGN PROFESSIONAL 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. An outline of the HAZOP Plan shall be submitted with the 60% design submittal. A draft HAZOP Plan shall be

submitted with the 90% design submittal. A Revised HAZOP Plan shall be prepared and submitted with the Final Design.

**DELIVERABLES (20 COPIES)**

- Outline of the HAZOP Plan
- Draft HAZOP Plan
- Revised Draft HAZOP Plan

**TASK 13 RISK MANAGEMENT**

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

**13.1 RISK MANAGEMENT WORKSHOP**

DESIGN PROFESSIONAL will attend one (1) Risk Management Workshop at 60% Design. Workshop will not exceed four (4) hours. DESIGN PROFESSIONAL'S Project Manager is required to participate in the Risk Management Workshop. DESIGN PROFESSIONAL will work with CITY to identify other DESIGN PROFESSIONAL staff that should attend the workshop. CITY and its program management consultant are responsible for leading the workshop, creating the Agenda, and taking Meeting Minutes.

**13.2 RISK REGISTER UPDATES**

DESIGN PROFESSIONAL will support the CITY Project Manager with monthly Risk Register Updates. DESIGN PROFESSIONAL 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 QUALITY MANAGEMENT**

DESIGN PROFESSIONAL will develop and maintain a Quality Management Plan within their Project Execution Plan. DESIGN PROFESSIONAL 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

## **TASK 15 ADDITIONAL SERVICES**

The CITY may require that the DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S performance of Additional Services, the CITY and DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL 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. Some of the additional services that may be needed relate to:

1. MF/UF System Supplier Services
2. UV System Supplier Services
3. RO Elements Supplier Services
4. Additional Underground Utility Exploration (Potholing) Services
5. Additional Surveying
6. Property Acquisition Assistance

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**PHASE B – BID & AWARD****GENERAL**

DESIGN PROFESSIONAL will provide management and technical support to the CITY during the bidding phase of the construction packages. The Scope of services described hereinafter shall **apply to one (2) bid cycle for each** of the two (2) *North City Pure Water Facility* construction packages:

**Construction Package 1: Clearing and Mass Grading****Construction Package 2: North City Pure Water Facility**

DESIGN PROFESSIONAL will attend meetings and coordinate the preparation of materials and attendance by other DESIGN PROFESSIONAL team members. Coordination responsibilities shall consist of, but not limited to:

Attendance at one (1) pre-bid meeting and site visit

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

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

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

**TASK 1 CITY MANAGEMENT SUPPORT****1.1 CITY PROGRESS MEETING (NIC)****1.2 COORDINATION WITH OTHER PROJECTS**

DESIGN PROFESSIONAL will maintain coordination with Consultants of other projects that will have an impact on the *North City Pure Water Facility* to ensure proper connection details and specifications are provided and that design, construction and commissioning are coordinated between all pure water projects. Some of the pure water projects that will require coordination include:

1. The North City Water Reclamation Plant Expansion
2. The Pure Water Facility Influent Pump Station and Conveyance
3. Morena Blvd Pump Station and Pipelines

4. Pure Water Facility Pump Station and Conveyance System
5. Generation Facility

Some of these projects are being constructed under one or multiple construction packages.

**TASK 2 ATTEND PRE-BID CONFERENCE AND SITE VISIT**

DESIGN PROFESSIONAL will provide appropriate design team members to respond to plan-holders questions during the conference and site visit (one (1) meeting per construction package).

**TASK 3 RESPOND TO TECHNICAL INQUIRIES/CLARIFICATIONS**

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

**DELIVERABLES**

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

**TASK 4 PREPARE TECHNICAL ADDENDA**

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

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

**DELIVERABLES**

Technical addenda (1 electronic copy in PDF format)

**TASK 5 (NIC)**

**TASK 6 INCORPORATE ADDENDA INTO THE BID DOCUMENTS**

Within 4 weeks of the bid opening, incorporate the addenda in the plans and specifications with appropriate revision. These revisions and the unaffected original bid documents will become the "As Bid" documents. This will include updating the electronic databases. DESIGN PROFESSIONAL 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 and one (1) electronic copy in PDF format.

Final contract technical specification shall be provided on Word files with one (1) full-size “camera ready” copy delivered and one (1) electronic copy in PDF format.

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

**DELIVERABLES**

“As Bid” documents.

**END OF PHASE B**

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**PHASE C- CONSTRUCTION****GENERAL**

DESIGN PROFESSIONAL will provide technical support to the CITY during the construction phase of the *North City Pure Water Facility*. The Scope of services described herein shall apply to each of the *North City Pure Water Facility* construction packages:

**Construction Package 1: Clearing and Mass Grading****Construction Package 2: North City Pure Water Facility**

DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL is required to submit PDFs of all Construction deliverables using the Pure Water Program Portal.**

**TASK 1 CITY MANAGEMENT SUPPORT****1.1 INTERFACE WITH OTHER AGENCIES**

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

**DELIVERABLES**

Advance meeting notices (5 copies)

Meeting minutes (1 electronic copy in PDF format)

**1.2 COORDINATION WITH OTHER PROJECTS**

The DESIGN PROFESSIONAL will maintain coordination with Consultants of other projects that will have an impact on the *North City Pure Water Facility* to ensure proper connection details and specifications are provided and that design, construction and commissioning are coordinated between all pure water projects. DESIGN PROFESSIONAL shall attend six (8) meetings three (3) hours in length each and attended by two (2) staff members. Some of the pure water projects that will require coordination include:

6. The North City Water Reclamation Plant Expansion
7. The Pure Water Facility Influent Pump Station and Conveyance
8. Morena Blvd Pump Station and Pipelines
9. Pure Water Facility Pump Station and Conveyance System
10. Generation Facility

Some of these projects are being constructed under one or multiple construction packages.

**TASK 2 ATTEND CONSTRUCTION MEETINGS****2.1 PRECONSTRUCTION CONFERENCE**

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

**2.2 PROJECT CONSTRUCTION MEETINGS**

DESIGN PROFESSIONAL'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. DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S responsibility (10 copies)

**TASK 3 SUBMITTAL REVIEW/INSPECTION****3.1 SUBMITTAL REVIEW**

DESIGN PROFESSIONAL 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

DESIGN PROFESSIONAL will report bi-weekly on the status of each submittal. DESIGN PROFESSIONAL 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.

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

DESIGN PROFESSIONAL will review initial submittal and one (1) re-submittal as part of the base scope of services. Additional submittals beyond the 2<sup>nd</sup> will be viewed as additional work for the DESIGN PROFESSIONAL. Before receipt of submittals by the DESIGN PROFESSIONAL, 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 DESIGN PROFESSIONAL. Substitution requests that depart from the basic design concept will be evaluated on the basis of a scope change.

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

**DELIVERABLES**

Six (6) copies of reviewed submittal

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

DESIGN PROFESSIONAL shall be responsible for responding to all Requests for Technical Information. Additionally, the DESIGN PROFESSIONAL shall receive and log each written request from the CITY, review the requests and the appropriate sections of the technical documents and prepare (within 3 working days) written responses to the CITY for all inquiries unless agreed otherwise by the CITY and DESIGN PROFESSIONAL.

**DELIVERABLES**

Written responses to inquiries (1 electronic copy in PDF format)

**TASK 5 CONTRACT CHANGE ORDER PREPARATION ASSISTANCE**

**5.1 REVIEW DRAFT CONTRACT CHANGE ORDER REQUESTS PREPARED BY OTHERS**

DESIGN PROFESSIONAL will review and log each draft change order request that the CITY receives from Contractors. DESIGN PROFESSIONAL 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.

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

**DELIVERABLES**

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

**5.2 ASSIST IN THE PREPARATION OF CHANGE ORDERS**

As requested by the CITY, DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL will submit draft documents to the CITY and attend meetings to review the draft materials. DESIGN PROFESSIONAL will incorporate review comments and finalize the technical design drawings and specifications. DESIGN PROFESSIONAL will submit final documents to the CITY.

**DELIVERABLES**

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

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

**TASK 6 PREPARE RECORD DRAWINGS**

DESIGN PROFESSIONAL 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 copies and 1 electronic copy in PDF format)  
Electronic Media (in MicroStation)

**TASK 7 PREPARE OPERATIONS AND MAINTENANCE MANUALS**

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

**DELIVERABLES**

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

**TASK 8 DESIGN CONSULTANT CONSTRUCTION SERVICE STAFFING**

DESIGN PROFESSIONAL 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). The construction services staff will act as the DESIGN PROFESSIONAL'S representative at the construction site and is responsible for the complete and thorough execution of all services covered in Phase "C" of this contract. This staff shall be present at the site during the hours when CITY and contract personnel are working at the site on the basis of eight (8) hours per week of standard time for field personnel over a period of 30 months. This staff shall attend all meetings, issue reports and maintain all logs requested by the CITY. This staff shall assist and/or have primary responsibility for:

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

Preparation of Operation and Maintenance Manual (Task 7)

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

**TASK 9 REVIEW START-UP AND COMMISSIONING PLAN**

DESIGN PROFESSIONAL will review the process Start-up and Commissioning Plan for the facility developed by the Construction Manager. DESIGN PROFESSIONAL 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

**TASK 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 DESIGN PROFESSIONAL will inform the CITY in writing. The CITY will resolve the issue and respond in writing to the DESIGN PROFESSIONAL in a timely manner.

**10.1 WITNESS EQUIPMENT TEST**

As required by the design and contract documents, DESIGN PROFESSIONAL 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, DESIGN PROFESSIONAL will review test results witness by the others and submit written comments.

DESIGN PROFESSIONAL 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 (5 copies)

**10.2 FUNCTIONAL ACCEPTANCE TEST**

As required by the design and contract documents, DESIGN PROFESSIONAL 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. DESIGN PROFESSIONAL will define deficiencies in *equipment* design, construction and software configuration and submit to the CITY for resolution of problems **to the extent practicable**. DESIGN PROFESSIONAL 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 DESIGN PROFESSIONAL'S budget.**

#### **DELIVERABLES**

Functional Acceptance Test procedure input (5 copies)

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

#### **10.3 WARRANTY**

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

#### **10.4 ASSISTANCE**

DESIGN PROFESSIONAL will provide start-up assistance not covered under other tasks to the PUD Construction Manager and CITY operations staff. DESIGN PROFESSIONAL will provide technical support and recommendations for plant startup, including integration with testing and startup of other CITY projects and controlled pant startup at incremental flow rates.

#### **END OF PHASE C**

## DESIGN REVIEW CHECKLIST: 60% ATTACHMENT A1

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

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

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Plans are evidence of coordination between disciplines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Interface requirements with other projects (Pure Water, City and Non City)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Coordination with other projects firmly established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project-specific EIR are incorporated in design with explanation of how each item was addressed/mitigated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Project schedule and verification, including schedule for obtaining all permits is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Updated list of all land acquisitions, construction permits and resource agency permits is updated, using the Real Estate and Permit Tracking Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% approved VE proposals have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	30% approved sustainable design elements have been incorporated (if any)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Documents incorporate input from O&M and Preliminary O&M Manual is drafting, including equipment/tools list	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary O&M guidelines outline expected O&M activities and scenarios, staffing level and recommended schedule	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Horizontal and vertical locations of existing overhead and buried public and private utilities which may affect the project on plan and profiles is updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Design features are incorporated to mitigate excessive noise from equipment to meet applicable OSHA and other regulatory requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction schedule and sequencing/staging plan has been augmented	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Recommendation and justification for long lead time equipment and materials which should be pre-purchased is updated as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List of permanent and construction easement requirements is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Relative construction noise, vibration, duration information	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Surface restoration plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Draft Traffic Concept Plan (including trench profiles, traffic volumes and O&M traffic plan)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Discussion of excavation, stockpiling, truck routes and disposal of excess soil updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Location and size of work areas, equipment and material storage, haul/access roads, equipment set up areas are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Supporting facilities and requirements including field office facilities and locations for the CITY are defined	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	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	
<b>Pipeline Only Design Criteria:</b>			
	Pipeline alignment including appurtenance locations has been locked down	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pipeline hydraulic and Surge Analysis has been completed and fully included in the design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Tunneling reaches, portals, and contractor work areas have been clearly identified and are within property easements being obtained	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Pipeline materials analysis completed with joint configurations	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Equipment selection and cut sheets provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Life cycle analysis has been completed on all equipment specified	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Street restoration plans have been included	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Staging areas identified and included in drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drain Down profiles, required drain sequence and drainage times have been completed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drain Down procedures and locations identified on the drawings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Civil and Site Plan Design is updated incorporating, as appropriate and applicable, site layout with property boundary, general arrangement of facilities, vehicular access, a preliminary plan showing site flow and utility crossings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains site grading, paving, erosion control, horizontal control and drainage plans that are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Specifications are written such that the CONTRACTOR prepares instrument loop drawings for the particular makes and models of instruments submitted	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Structural work from 30% design, less details and detailed reinforcing, is complete with full sections cuts, as needed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are more developed and provide sections of all process and multi-level structures	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Planting and irrigation plan complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Fabrication specifications detailing FRP materials, laminate sequences and thicknesses, performance of piping stress analysis, installation guidelines and all other services necessary to render the design complete and biddable shall be prepared (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All sizes of FRP tanks and ducting required such as Chemical day tanks, Chemical bulk storage tanks, Assorted ducting (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preparation of construction drawings of the FRP vessels and associated duct (if FRP is included)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Sustainability section that highlights sustainable features and if LEED Silver Certification will be sought	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Preliminary facility isolation plan and Drain Down plans with drainage facilities located and isolation requirements identified for required maintenance has been updated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES</b>			
<b>Treatment Plant Only Design Criteria</b>			
	Civil and Site Plan Design is updated incorporating, as appropriate and applicable, site layout with property boundary, general arrangement of facilities, vehicular access, a preliminary plan showing site flow and utility crossings	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains site grading, paving and drainage plans that are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Civil and Site Plan Design contains piping plans/profiles	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	P&IDs are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C is based on the CITY's DCS system architecture	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Provide preliminary 60% level list of spare parts and specialty equipment required to properly operating and maintain the project	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	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	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

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



**Reviewer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Manager:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DESIGN REVIEW CHECKLIST: 90% ATTACHMENT A 1

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	General 90% Design Development and Coordination is complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All design criteria and considerations identified in 60% Design have been addressed and met	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Changes from the 60% Design are identified and justification is provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	City comments from 60% Design have been incorporated into 90% Design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major concepts frozen at 30% have not been changed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and discussion of outstanding design issues remaining to be resolved	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All specifications, drawings and calculations are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All equipment is specified	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comprehensive list of all documents collected for design including CITY and private utilities (Provided on Title Sheet of Design)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plans are evidence of coordination between disciplines	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Interface requirements with other projects (Pure Water, City and Non City)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Coordination with other projects firmly established	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project-specific EIR are incorporated in design with explanation of how each item was addressed/mitigated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Project schedule and verification, including schedule for obtaining all permits is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Final list of all land acquisitions, construction permits and resource agency permits needed, using the Real Estate and Permit Tracking Form	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	60% approved VE proposals have been incorporated, if VE Workshop was held	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comments from Plan Check and Constructability Review are incorporated (if held at 60% Design)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M input has been appropriately incorporated and O&M Manual, including equipment/tools list, is revised	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M documents have been prepared, including Operating Scenarios, O&M requirements, spare parts, specialty equipment, Drain Down plans, and manpower estimates	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Table and maps showing product, size, length, and location of utilities, which must be relocated as the result of the construction of this project is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plan for connecting to existing facilities is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Package Documents:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Completed construction schedule and sequencing plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	List and status of permanent and construction easement requirements is included	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction noise, vibration, duration information is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Surface restoration plan is finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Traffic Concept Plan (including trench profiles, traffic volumes and O&M traffic plan)	<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Discussion of excavation, stockpiling, truck routes and disposal of excess soil finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Location and size of work areas, equipment and material storage, haul roads, equipment set up areas finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Supporting facilities and requirements including field office facilities and locations for the CITY finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Augmented definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final Opinion of Probable Construction Cost (OPCC) – Class 1 developed	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	QA/QC Review has been completed and properly documented	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Drawings conform to City drafting requirements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Pipeline Only Design Criteria</b>			
	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	
	Civil Site Design includes layout, grading and drainage and yard piping that are complete to obtain permits, as applicable	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Completed electrical, instrumentation and control design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	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	
	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	
<b>Treatment Plant Only Design Criteria:</b>			
	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	
	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	

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	

#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES:</b>			
	Complete overall mechanical, plumbing, HVAC, fire protection, electrical layouts and major equipment arrangements	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	All mechanical, process, HVAC, geotech, and structural calculations checked	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Components including piping, fittings, equipment and field instruments, and valves, identified with tagging system	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Major equipment schedules and equipment data sheets finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Motor lists and voltages finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Complete structural foundation plans and overall structural dimensions and materials	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Architectural plans, elevations and materials definition are complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	O&M Requirements and operating scenarios are finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final sustainability section that highlights sustainable design features and LEED Silver Certification, if applicable	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Hazardous materials storage and handling finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Plant shutdown and dewatering plan identifying where discharge water will go and any required treatment prior to discharge complete	<input type="checkbox"/> YES <input type="checkbox"/> NO	

**Reviewer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Manager:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DESIGN REVIEW CHECKLIST: 100% ATTACHMENT A 1

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	
<b>#</b>	<b>Item</b>	<b>Provided and Correct</b>	<b>Comment</b>
<b>DESIGN INCLUDES:</b>			
	Comments from 60% design are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Design change identification and justification are provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Conditions from project specific EIR are incorporated in design	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Comments from Plan Check and Constructability Review are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final construction schedule and sequencing plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	AACE Class 1 Cost Estimate is Finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

**Reviewer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Manager:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

<b>Project Name:</b>		<b>Project Number:</b>	
<b>Consultant Name:</b>		<b>Date:</b>	
#	Item	Provided and Correct	Comment
<b>DESIGN INCLUDES</b>			
	Comments from 100% design are incorporated	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction Documents for each Package:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	I&C Components delineated that will be supplied by an I&C DCS system provider	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Construction package limits definition	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final construction schedule and sequencing plan	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Final definition of coordination and interfacing among the construction packages	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	AACE Class 1 Cost Estimate is Finalized	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

# DESIGN REVIEW CHECKLIST: FINAL DESIGN ATTACHMENT A 1

**Reviewer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Manager:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPENSATION AND FEE SCHEDULE

### THE FOLLOWING FEES WILL BE APPLIED TO ADDITIONAL SERVICES

#### CAROLLO ENGINEERS

<u>Billing Classification</u>	<u>Billing Rate/ hour</u>
Principal-in-Charge	\$262
Project Manager	\$253
Engineer/Scientist 8 (ES-8)	\$262
Engineer/Scientist 7 (ES-7)	\$237
Engineer/Scientist 6 (ES-6)	\$211
Engineer/Scientist 5 (ES-5)	\$186
Engineer/Scientist 4 (ES-4)	\$163
Engineer/Scientist 3 (ES-3)	\$141
Engineer/Scientist 2 (ES-2)	\$125
Engineer/Scientist 1 (ES-1)	\$109
Senior Engineering Technician	\$176
Engineering Technician	\$122
Technical Writer	\$160
Project Coordinator	\$128
Word Processor	\$ 99
Clerical	\$ 90
Office Aide	\$ 74

#### Allied Geotechnical Engineers, Inc.

Category	Rate
Principal	\$175.00
Senior Professional	\$150.00
Project Professional	\$130.00
Staff Professional	\$100.00
Field Inspector	\$90.00
Draftsperson/Technical Illustrator	\$75.00
Clerical/Word Processing	\$63.00

**EXHIBIT B**

**Alyson Consulting**

<b>Category</b>	<b>Rate</b>
<b>2017 Rate Schedule – Non-Prevailing Wage:</b>	
Principal Surveyor	\$175.00
Professional Surveyor	\$175.00
1-Person Survey Crew	\$150.00
2-Person Survey Crew	\$200.00
Supervision (1 hour per every 8 Crew hours)	\$150.00
Calculations for Additional Work	\$135.00
CADD Data Processing	\$150.00

<b>2017 Rate Schedule – Prevailing Wage:</b>	
1-Person Survey Crew	\$200.00
2-Person Survey Crew	\$265.00
Professional Land Surveyor	\$175.00
Supervision (1 hour per every 8 Crew hours)	\$150.00
Calculations for Additional Work	\$135.00
CADD Data Processing	\$150.00

**Beyaz & Patel, Inc.**

<b>Category</b>	<b>Rate</b>
Principal Engineer	\$229.00
Managing Engineer	\$199.00
Senior Engineer	\$156.00
Engineer	\$130.00
CAD Designer	\$123.00
Clerical/Word Processing	\$71.00

**BLP Engineers, Inc.**

<b>Category</b>	<b>Rate</b>
Project Support	\$85
Senior Project Support	\$100
Designer/Drafter/Technician	\$105
Senior Designer/Senior Drafter/Senior Technician	\$142
Project Engineer 1	\$105
Project Engineer 2	\$132
Project Engineer 3	\$168
Senior Project Engineer	\$190
Principal Engineer	\$196
Project Manager	\$200
President /Vice President/Principal	\$209

**EXHIBIT B****CH2M HILL Engineers, Inc.**

<b>Category</b>	<b>Rate</b>
Principal in Charge	\$263
Principal Technologist	\$241
Senior Technical Consultant/Quality Manager	\$229
Senior Technologist	\$184
Project Manager	\$228
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	\$136
Senior Engineering Technician	\$93
Designer	\$116
Engineering Technician	\$83
Contract Administrator	\$89
Project Assistant/Accountant	\$83

**CPM Construction, Inc.**

<b>Category</b>	<b>Rate</b>
Scheduling	\$155
Estimating	\$155
Expert Testimony	\$195
Claims Work & Preparation	\$175
Administrative	\$100

**Environmental Science Associates  
(ESA)**

<b>Category</b>	<b>Rate</b>
Director II	\$215
Managing Associate III	\$195
Managing Associate II	\$180
Managing Associate I	\$165
Senior Associate I	\$140
Project Technician II	\$95

**EXHIBIT B****Fiberglass Structural Engineering, Inc. (FSE)**

<b>Category</b>	<b>Standard Rate</b>
Preventative Maintenance Engineer IV	\$158
Preventative Maintenance Engineer V	\$183
Preventative Maintenance Engineer VI	\$204
Quality Assurance Inspector IV	\$152
Quality Assurance Inspector V	\$171
Quality Assurance Inspector VI	\$185
Design Engineer I	\$99
Design Engineer II	\$123
Design Engineer III	\$146
Design Engineer IV	\$158
Design Engineer V	\$183
Design Engineer VI	\$204
Design Engineer VII	\$221
Project Engineer	\$183
Senior Project Engineer	\$209
Project Manager	\$209
Senior Project Manager	\$221
Principal Engineer	\$279
Project Clerk	\$59
Technical Assistant	\$89
Drafter/CAD Operator	\$99
Engineering Technician	\$115

**Katz & Associates, Inc.**

<b>Category</b>	<b>Rate</b>
Senior Project Director/Strategic Counsel	\$240
Senior Project Manager	\$135
Project Manager	\$125
Project Counsel	\$125
Graphic Design	\$100

**EXHIBIT B****Manuel Oncina Architects, Inc.**

<b>Category</b>	<b>Rate</b>
Principal	\$200
Project Architect/Project Manager	\$150
Job Captain	\$135
Architectural Designer	\$95
Interior Designer	\$85
Graphics - I	\$150
Graphics - II	\$95
Drafter - I	\$75
Drafter - II	\$55
Administrative	\$85
Clerical/Typing	\$65

**Marum Partnership**

<b>Category</b>	<b>Rate</b>
Principal/Project Landscape Architect (Licensed)	\$150
Certified Irrigation Auditor/Designer (Certified)	\$90
Senior Designer/CAD Technician (Licensed)	\$90
Administrative Assistant	\$55

**MWA Architects, Inc.**

<b>Category</b>	<b>Rate</b>
Principal	\$235
Director	\$170
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Architect - QA/QC	\$155
Project Architect	\$130
Senior Interior Designer	\$125
Interior Designer	\$90
Senior Project Designer	\$150
Project Designer - Job Captain	\$120
Design Staff 3	\$110
Design Staff 2	\$100
Design Staff 1	\$90
Graphic Design	\$100
Project Accountant	\$115
Administrative	\$85

**EXHIBIT B****O'Day Consultants, Inc.**

<b>Category</b>	<b>Rate</b>
<b>Office Engineering</b>	
Project Manager	\$211.00
Project Engineer	\$170.00
Design Engineer	\$149.00
AutoCAD Technician	\$133.00
Construction Office Management/Document Control	\$87.00
Word Processing	\$87.00
<b>Field Engineering-Prevailing Wage</b>	
3 Man Survey Crew	\$423.27
2 Man Survey Crew	\$291.67
1 Man Survey Crew/Survey Chief/Project Surveyor	\$149.27
<b>Consultation</b>	
Principal	\$273.00

**Proteus Consulting**

<b>Category</b>	<b>Rate</b>
Project Manager II	\$200
Project Manager I	\$190
Senior Engineer II	\$180
Senior Engineer I	\$170
Project Engineer III	\$160
Project Engineer II	\$150
Project Engineer I	\$140
Technical Analyst	\$165
Business Analyst	\$155
Senior Designer	\$150
Designer	\$135
Assistant Designer	\$125
Manager	\$170
Senior Writer	\$155
Coordinator	\$145
Administrator	\$130
3D Graphic Artist	\$150
Graphic Artist	\$140
Senior Writer	\$155
Technical Editor	\$130
Clerical	\$85
Administration	\$85

**EXHIBIT B****PW Engineering, Inc.**

<b>Category</b>	<b>Rate</b>
Principal-in-Charge / QA/QC Officer	\$235
Senior Principal Engineer	\$235
Principal Engineer	\$200
Senior Engineer	\$190
Engineer	\$160
Senior CAD Designer	\$150
CAD Designer	\$120
Senior Project/Contract Administrator	\$90
Project/Contract Administrator	\$85

**RF Yeager Engineering, Inc.**

<b>Category</b>	<b>Rate</b>
Principal Engineer (NACE Certified or Corrosion PE)	\$145
Project Manager (NACE Certified or Corrosion PE)	\$140
NACE Level III Coating Inspector (NACE Certified CIP III Peer Reviewed)	\$130

**Richard Brady & Associates, Inc.**

<b>Category</b>	<b>Rate</b>
Principal-in-Charge/Senior Program Manager	\$235
Program Manager	\$186
Senior Technical Lead	\$186
Senior Project Manager	\$186
Project Manager	\$160
Mechanical Engineer - Principal	\$235
Mechanical Engineer - Managing	\$186
Mechanical Engineer - Senior	\$170
Mechanical Engineer - Staff	\$140
Mechanical Engineer - Associate	\$115
Civil Engineer - Principal	\$235
Civil Engineer - Managing	\$186
Civil Engineer - Senior	\$170
Civil Engineer - Staff	\$140
Civil Engineer - Associate	\$115
Electrical Engineer - Principal	\$235
Electrical Engineer - Managing	\$186
Electrical Engineer - Senior	\$170
Electrical Engineer - Staff	\$140
Electrical Engineer - Associate	\$115

**EXHIBIT B**

Structural Engineer - Principal	\$235
Structural Engineer - Managing	\$186
Structural Engineer - Senior	\$170
Structural Engineer - Staff	\$140
Structural Engineer - Associate	\$115
Engineer - Principal	\$235
Engineer - Managing	\$186
Engineer - Senior	\$170
Engineer - Staff	\$140
Engineer - Associate	\$115
GIS/Database Manager	\$186
Senior CADD/GIS Specialist	\$155
Staff CADD/GIS Specialist	\$118
Drafter	\$87
Quality Control/Technical Reviewer	\$170
Senior Quality Control/Senior Technical Reviewer	\$186
Technical Expert	\$247

**Turpin & Rattan Engineering, Inc.**

<b>Category</b>	<b>Rate</b>
Principal	\$185
Professional Engineer	\$165
Project Manager	\$135
Senior Designer	\$125
Designer	\$115
Senior CADD Technician	\$90
CADD Technician	\$80
Administrative	\$80

**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).

EXHIBIT B

Funding Phases	Phase Total	Task #	Task Description	Task Total	Not to Exceed for Additional Services	Total Not to Exceed Amount
Phase 1 (Design)	\$1,000,000	1	City Management Support	\$300,000	\$0	\$1,000,000
		2	Public Information Assistance	\$ 20,000		
		3	Environmental Impact Report (EIR) Support	\$ 15,000		
		4	Investigations	\$ 20,000		
		5	Design Development	\$100,000		
		6	Final Design	\$545,000		
Phase 2 (Design)	\$18,529,202	1	City Management Support	\$812,463	\$2,700,000	\$21,229,202
		2	Public Information Assistance	\$69,045		
		3	Environmental Impact Report (EIR) Support	\$60,161		
		4	Investigations	\$65,503		
		5	Design Development	\$173,179		
		6	Final Design	\$15,426,560		
		7	Supplemental Design	\$100,000		
		8	Design Reviews and Approvals	\$160,215		
		9	Value Engineering (NIC)	\$0		
		10	Construction Cost Estimates	\$292,170		
		11	Permitting	\$483,332		
		12	Operations and Maintenance	\$788,533		
		13	Risk Management	\$98,041		
		14	Quality Management (Included in Task 1)	\$0		
Phase 3 (Bid & Award)	\$525,000	1	Bidding Assistance and Negotiations	\$400,000	\$0	\$525,000
		2	Contractor Selection	\$125,000		
Phase 4	\$4,000,000	1	Construction Phase Services	\$4,000,000	\$0	\$4,000,000
Phase 5	\$120,000	1	Construction Services and Project Closeout	\$120,000	\$0	\$120,000
<b>\$24,174,202</b>		<b>Total</b>		<b>\$24,174,202</b>	<b>\$2,700,000</b>	<b>\$26,874,202</b>

Project Phase Funding Costs - North City Pure Water Facility contract number H176846





Exhibit B - Carollo Engineers, Inc. Fee Schedule

Task #	Task Description	LABOR HOURS - Carollo Engineers, Inc.													CAROLLO TOTAL		SUBCONSULTANT TOTAL	PROJECT EXPENSES			TOTAL LABOR & EXPENSES		
		Jeff Thornbury Principal-in-Charge	Jim Meyerhofer Senior Project Manager	Engineer/Scientist 8 (ES-8)	Engineer/Scientist 7 (ES-7)	Engineer/Scientist 6 (ES-6)	Engineer/Scientist 5 (ES-5)	Engineer/Scientist 4 (ES-4)	Engineer/Scientist 3 (ES-3)	Engineer/Scientist 2 (ES-2)	Engineer/Scientist 1 (ES-1)	Senior Engineering Technician	Engineering Technician	Project Coordinator	Word Processor	Clerical		Office Aide	Hours	Dollars		Subconsultant Markup (0%)	Expenses
11.00	Permitting	0	0	0	562	562	0	0	0	0	0	0	0	72	12	14	1,222	\$ 261,020	\$ 215,000	\$ -	\$ 7,312	\$ 7,312	\$ 483,332
11.01	Permit Work Plan and Schedule				176	176								12	2	4	370	\$ 80,512					
	<i>Deliverables:</i> Permit Work Plan and Schedule (5 copies) Real Estate and Permit Tracking Form (included in Design submittals)																						
11.02	Permit Applications and Technical Documents				286	286								60	10	10	652	\$ 135,708					
	<i>Deliverables:</i> 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				100	100											200	\$ 44,800					
	<i>Deliverables:</i> Meeting Agenda (20 copies) Meeting Minutes (20 copies) Engineering or Technical Support Information (20 copies)																						
12.00	Operations and Maintenance	0	0	464	0	0	0	0	0	0	0	0	0	492	80	80	1,116	\$ 183,896	\$ 600,000	\$ -	\$ 5,137	\$ 5,137	\$ 788,533
12.01	Operations and Maintenance Engagement			152													152	\$ 35,824					
	<i>Deliverables:</i> 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)																						
12.02	Preliminary Draft Operations Manual, Volume I and Volume II of the O&M Manual			152										220	38	38	448	\$ 67,836					
	<i>Deliverables:</i> Draft Outline for the Operations Manual (20 copies) Preliminary Draft Operations Manual (20 copies)																						
12.03	Revised Draft Operations Manual, Volume I and Volume II of the O&M Manual			80										120	18	18	236	\$ 35,792					
	<i>Deliverables:</i> Final Outline for Operations and Maintenance Manual Revised Draft Operations Manual																						
12.04	Maintenance Manual Specification, Volume I and Volume II of the O&M Manual			80										120	18	18	236	\$ 35,792					
	<i>Deliverables:</i> Equipment list (20 copies) Construction specifications for maintenance information submittals (20 copies)																						
12.05	Hazardous Operations Plan													32	6	6	44	\$ 4,152					
	<i>Deliverables:</i> Outline of the HAZOP Plan Draft HAZOP Plan Revised Draft HAZOP Plan																						
13.00	Risk Management	8	8	84	0	0	0	0	0	0	0	0	0	18	8	8	134	\$ 29,222	\$ 68,000	\$ -	\$ 819	\$ 819	\$ 98,041
13.01	Risk Management Workshop	8	8	24										18	8	8	74	\$ 13,502					
13.02	Risk Register Updates			60													60	\$ 15,720					
	<i>Deliverables:</i> Monthly Risk Register updates (20 copies)																						
14.00	Quality Management																0	\$ -					
	<i>Deliverables:</i> N/A: Part of Project Execution Plan Included in Task 1																						
15.00	Additional Services																	\$ 1,930,000	\$ 770,000				\$ 2,700,000
<b>PHASE B - BID &amp; AWARD</b>																		\$ 300,000	\$ 215,000	\$ -	\$ 10,000	\$ 10,000	\$ 525,000
<b>PHASE C - CONSTRUCTION</b>																		\$ 1,880,000	\$ 2,180,000	\$ -	\$ 60,000	\$ 60,000	\$ 4,120,000
<b>TOTAL</b>																		\$ 15,031,202	\$ 11,415,000	\$ -	\$ 430,000	\$ 430,000	\$ 26,874,202

**Exhibit B - Carollo Engineers, Inc. Fee Schedule  
Subconsultant Breakdown**

Task #	Task Description	SUBCONSULTANTS																	SUBCONSULTANT TOTAL	
		Allied Geotechnical Geotechnical (SLBE)	Alyson Consulting Surveying (ELBE)	Beyaz & Pelel (SLBE)	BLP Engineers (SLBE)	CH2M Chem. Hydraulics, O&M, Startup	CPM Construction Cost Estimating	ESA Environmental	FSE Fiberglass Design	Katz & Associates Public Outreach	Manuel Oncha Architecture (ELBE)	Marum Partnership Landscape Architecture (ELBE)	MWA Architecture	O'Day Consulting Civil (SLBE)	Proteus Consulting O&M Optimization (ELBE)	PW Engineering Project Risk Management (ELBE)	RF Yeager Engineering Construction Control (SLBE)	Richard Brady & Associates Electrical and I&C		Turpin & Rattan Engineering HVAC & Plumbing
<b>PHASE A - DESIGN</b>		\$ 75,000	\$ 180,000	\$ 665,000	\$ 215,000	\$ 1,150,000	\$ 270,000	\$ 85,000	\$ 50,000	\$ 105,000	\$ 515,000	\$ 325,000	\$ 850,000	\$ 1,000,000	\$ 170,000	\$ 1,278,000	\$ 80,000	\$ 1,090,000	\$ 145,000	\$ 9,018,000
1.00	CITY Management Support	\$ 10,000				\$ 20,000		\$ 20,000		\$ 30,000	\$ 15,000		\$ 10,000	\$ 10,000		\$ 195,000		\$ 10,000		\$ 320,000
2.00	Public Information Assistance									\$ 75,000										\$ 75,000
3.00	Environmental Impact Report (EIR) Support							\$ 65,000												\$ 65,000
4.00	Investigations	\$ 65,000																		\$ 65,000
5.00	Design Development		\$ 180,000						\$ 50,000											\$ 230,000
6.00	Final Design			\$ 665,000	\$ 215,000	\$ 800,000	\$ 80,000				\$ 500,000	\$ 325,000	\$ 840,000	\$ 890,000		\$ 595,000	\$ 80,000	\$ 1,080,000	\$ 145,000	\$ 6,215,000
7.00	Supplemental Design					\$ 100,000														\$ 100,000
8.00	Design Reviews and Approvals														\$ 135,000					\$ 135,000
9.00	Value Engineering (NIC)																			
10.00	Construction Cost Estimates						\$ 160,000													\$ 160,000
11.00	Permitting													\$ 100,000		\$ 115,000				\$ 215,000
12.00	Operations and Maintenance					\$ 230,000								\$ 170,000	\$ 200,000					\$ 600,000
13.00	Risk Management						\$ 30,000								\$ 38,000					\$ 68,000
14.00	Quality Management																			
15.00	Additional Services																			\$ 770,000
<b>PHASE B - BID &amp; AWARD</b>				\$ 10,000	\$ 10,000	\$ 75,000					\$ 50,000	\$ 15,000	\$ 20,000	\$ 25,000		\$ 40,000	\$ 5,000	\$ 30,000	\$ 5,000	\$ 215,000
<b>PHASE C - CONSTRUCTION</b>				\$ 125,000	\$ 50,000	\$ 425,000					\$ 260,000	\$ 200,000	\$ 150,000	\$ 315,000	\$ 100,000	\$ 260,000	\$ 65,000	\$ 180,000	\$ 50,000	\$ 2,180,000
<b>TOTAL</b>		\$ 75,000	\$ 180,000	\$ 800,000	\$ 275,000	\$ 1,600,000	\$ 270,000	\$ 85,000	\$ 50,000	\$ 105,000	\$ 805,000	\$ 540,000	\$ 1,020,000	\$ 1,340,000	\$ 270,000	\$ 1,578,000	\$ 150,000	\$ 1,300,000	\$ 200,000	\$ 11,413,000
<b>ELBE/SLBE Sub-% of Total Contract</b>		25.24%																		

## TIME SCHEDULE

Consultant Schedule of Deliverables and Milestones		
Task	Description	No. of calendar days from receipt of NTP
<b>Phase A - Design</b>		
1.2	Project Execution Plan	10
1.4	Scheduling/Engineering and Cost Monitoring	30
1.6	Kickoff Meeting	5
4.3	Geotechnical Investigation	20
6.1	Final Design Submittal	335
<b>Phase B – Bid &amp; Award</b>		
1 - 6	Bid and Award Support	660
<b>Phase C - Construction</b>		
1 - 10	Pre-Construction and Post Construction Support	1825

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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**I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

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

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

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

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

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

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

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

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

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
  - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
  - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

#### V. **Maintaining Participation Levels.**

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

#### VI. **Definitions.**

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

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

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

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

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

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

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

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

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

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

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

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

**VII. Certifications.**

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

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

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

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

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

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

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION / REMEDIAL ACTION TAKEN
7/24/2008	San Antonio, Texas	National Origin Discrimination (claimed that discriminated was due to inability to speak Spanish)	Y	Employee initially filed a complaint with the Equal Employment Opportunity Commission (EEOC). The EEOC dismissed the claim on 4/8/09 because they were unable to conclude that the information obtained as part of their investigation established a violation of the statutes. On 7/29/09, the claimant filed a civil suit in U.S. District Court. On 10/29/10 the court granted Carollo's motion for summary judgment.	None Necessary

Consultant Name Carollo Engineers, Inc.

Certified By Jeff Thornbury Title Principal-in-Charge

*Jeff R. Thornbury*  
 Name  
 Signature

Date November 17, 2016

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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

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

**WORK FORCE REPORT****ADMINISTRATIVE**

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**NO OTHER FORMS WILL BE ACCEPTED****CONTRACTOR IDENTIFICATION**

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

Name of Company: Carollo Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2700 Ygnacio Valley Road, Suite 300City: Walnut Creek County: Contra Costa State: California Zip: 94598Telephone Number: (925) 932-1710 FAX Number: (925) 930-0208Name of Company CEO: B. Narayanan, Ph.D., P.E.

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

Address: 5075 Shoreham Place, Suite 120City: San Diego County: San Diego State: California Zip: 92122Telephone Number: (858) 505-1020 FAX Number: (858) 505-1015 Email: jthornbury@carollo.comType of Business: Consultant Type of License: Engineering ConsultantThe Company has appointed: Angie Keezer

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: 4600 East Washington Street, Suite 500, Arizona, 85034Telephone Number: (602) 263-9500 FAX Number: (602) 265-1422 Email: akeezer@carollo.com One San Diego County (or Most Local County) Work Force - Mandatory Branch Work Force \* Managing Office Work Force*Check the box above that applies to this WFR.**\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*I, the undersigned representative of Carollo Engineers, Inc.

(Firm Name)

San DiegoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 17 day of November, 20 16.

(Authorized Signature)

Jeffrey Thornbury

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc. DATE: November 17, 2016

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

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

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

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

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

Totals Each Column	1	4	1	2					15	2	1			
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Grand Total All Employees 26

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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

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

**WORK FORCE REPORT****ADMINISTRATIVE**

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**NO OTHER FORMS WILL BE ACCEPTED****CONTRACTOR IDENTIFICATION**

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

Name of Company: Carollo Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2700 Ygnacio Valley Road, Suite 300City: Walnut Creek County: Contra Costa State: California Zip: 94598Telephone Number: (925) 932-1710 FAX Number: (925) 930-0208Name of Company CEO: B. Narayanan, Ph.D., P.E.

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

Address: 5075 Shoreham Place, Suite 120City: San Diego County: San Diego State: California Zip: 92122Telephone Number: (858) 505-1020 FAX Number: (858) 505-1015 Email: jthornbury@carollo.comType of Business: Consultant Type of License: Engineering ConsultantThe Company has appointed: Angie Keezer

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: 4600 East Washington Street, Suite 500, Arizona, 85034Telephone Number: (602) 263-9500 FAX Number: (602) 265-1422 Email: akeezer@carollo.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Carollo Engineers, Inc.

(Firm Name)

San Diego

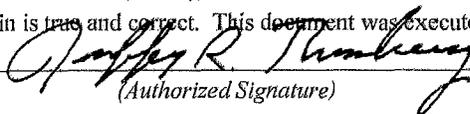
(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 17 day of November, 20 16.

  
 (Authorized Signature)

Jeffrey Thornbury  
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc.

DATE: November 17, 2016

OFFICE(S) or BRANCH(ES): Costa Mesa

COUNTY: Orange County

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

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1	5	1					20	2	2	
Professional														
A&E, Science, Computer	4	1	4	1	6	3					15	6		1
Technical			2	1	5				1		3	2		
Sales														
Administrative Support				2					1		2	3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	1	7	5	16	4			2		40	13	2	1
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Grand Total All Employees 95

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.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Carollo Engineers, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 2700 Ygnacio Valley Road, Suite 300

City: Walnut Creek County: Contra Costa State: California Zip: 94598

Telephone Number: (925) 932-1710 FAX Number: (925) 930-0208

Name of Company CEO: B. Narayanan, Ph.D., P.E.

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

Address: 5075 Shoreham Place, Suite 120

City: San Diego County: San Diego State: California Zip: 92122

Telephone Number: (858) 505-1020 FAX Number: (858) 505-1015 Email: jthornbury@carollo.com

Type of Business: Consultant Type of License: Engineering Consultant

The Company has appointed: Angie Keezer

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: 4600 East Washington Street, Suite 500, Arizona, 85034

Telephone Number: (602) 263-9500 FAX Number: (602) 265-1422 Email: akeezer@carollo.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[X] 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 Carollo Engineers, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 17 day of November, 2016.

Jeffrey R. Thornbury (Authorized Signature)

Jeffrey Thornbury (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc. DATE: November 17, 2016

OFFICE(S) or BRANCH(ES): Los Angeles COUNTY: Los Angeles

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:
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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					5	1		
Professional														
A&E, Science, Computer			1	1	1	3					7	2		
Technical														
Sales														
Administrative Support		1												
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	1	2	4					12	3			
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Grand Total All Employees 24

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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

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

**WORK FORCE REPORT****ADMINISTRATIVE**

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 Consultant  Grant Recipient  Insurance Company  Other

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 Branch Work Force \*  
 Managing Office Work Force

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I, the undersigned representative of Carollo Engineers, Inc.

(Firm Name)

San DiegoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 17 day of November, 2016.

*Jeffrey R. Thornbury*  
 (Authorized Signature)

Jeffrey Thornbury

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc.

DATE: November 17, 2016

OFFICE(S) or BRANCH(ES): Riverside

COUNTY: Riverside

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

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					2	1						4		
Professional														
A&E, Science, Computer										1		1	1	
Technical												1		
Sales														
Administrative Support													1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column					2	1						6	2	
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Grand Total All Employees 11

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

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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 Consultant  Grant Recipient  Insurance Company  Other

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 Managing Office Work Force

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(Firm Name)

San DiegoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 17 day of November, 2016.

Jeffrey R. Thornbury  
 (Authorized Signature)

Jeffrey Thornbury  
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc. DATE: November 17, 2016

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

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  - (6) White, Caucasian
  - (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		6						30	8	1	
Professional				1		1					3	5		
A&E, Science, Computer	1	2	1	1	6	6				1	17	13	1	2
Technical	1				1	1					3	1		
Sales														
Administrative Support				1		1				1	3	7		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	2	3	2	13	8				2	56	34	2	2
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Grand Total All Employees 126

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: Carollo Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2700 Ygnacio Valley Road, Suite 300

City: Walnut Creek County: Contra Costa State: California Zip: 94598

Telephone Number: (925) 932-1710 FAX Number: (925) 930-0208

Name of Company CEO: B. Narayanan, Ph.D., P.E.

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

Address: 5075 Shoreham Place, Suite 120

City: San Diego County: San Diego State: California Zip: 92122

Telephone Number: (858) 505-1020 FAX Number: (858) 505-1015 Email: ithornbury@carollo.com

Type of Business: Consultant Type of License: Engineering Consultant

The Company has appointed: Angie Keezer

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: 4600 East Washington Street, Suite 500, Arizona, 85034

Telephone Number: (602) 263-9500 FAX Number: (602) 265-1422 Email: akeezer@carollo.com

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of Carollo Engineers, Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 17 day of November, 2016.

Jeffrey R. Thornbury  
 (Authorized Signature)

Jeffrey Thornbury  
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Carollo Engineers, Inc. DATE: November 17, 2016

OFFICE(S) or BRANCH(ES): Boise COUNTY: Ada County

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:
- (1) Black, African-American
  - (2) Hispanic, Latino, Mexican-American, Puerto Rican
  - (3) Asian, Pacific Islander
  - (4) American Indian, Eskimo
  - (5) Filipino, Asian Pacific Islander
  - (6) White, Caucasian
  - (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column			1		1						27	6		
--------------------	--	--	---	--	---	--	--	--	--	--	----	---	--	--

Grand Total All Employees

35

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical/Seismic	3.01%	SLBE, S/M/DBE, SBE-Micro	City of San Diego, Metro, DGS, Department of Transportation
Alyson Consulting 9968 Hibert Street, Suite 109 San Diego, CA 92131	Surveying	1.01%	ELBE MBE, DBE	City of San Diego, Supplier Clearinghouse, CUCP
Beyaz & Patel, Inc. 16935 West Bernardo Drive Suite 100, San Diego, CA 92127	Structural Engineering	3.01%	SLBE, MBE, DBE, SB-Micro	City of San Diego, Department of Transportation, DGS, LA County
BLP Engineers, Inc. 1315 Caminito Balada La Jolla, CA 92037	Process Mechanical	1.03%	SLBE	City of San Diego
CH2M HILL Engineers, Inc. 402 W. Broadway, Suite 1450 San Diego, CA 92101	NCWRP Integration, Hydraulics/Civil, I&C, BIM Coordinator, Start- Up, Chemical Systems	6.01%	OBE	N/A
CPM Construction Inc. P.O Box 1521 Walnut, CA 91788/20255 Edgemont Place Walnut, CA 91789	Cost Estimating and Scheduling	1.01%	DBE, SBE	Metro
Environmental Science Associates (ESA) 550 West C Street, Suite 750 San Diego, CA 92101	Environmental	1.01%	OBE	N/A
(FSE) Fiberglass Structural Engineering 455 Stuart Road Bellingham, WA 98226	Fiberglass Reinforced Plastic	.019%	OBE	N/A

Katz & Associates, Inc. 5440 Morehouse Drive Suite 1000, San Diego, CA 92121	Public Outreach	1.01%	OBE	N/A
Manuel Oncina Architects Inc. 5711 La Jolla Blvd La Jolla, CA 92037	Architecture	3.03%	ELBE, MBE	City of San Diego, Supplier Clearinghouse, Department of Transportation
MARIAN MARUM dba Marum Partnership 10664 Weatherhill Court San Diego, CA 92131	Landscape Architecture	2.03%	ELBE, WBE	City of San Diego, Supplier Clearinghouse
MWA Architects, Inc. 655 Montgomery Street, Suite 1720 San Francisco, CA 94111	Architecture	4.02%	MBE	National Minority Supplier Development Council
O'Day Consultants, Inc. 2710 Loker Avenue West, Suite 100 San Diego, CA 92010	Civil/Site/Traffic Design	5.04%	SLBE, DVBE, SB	City of San Diego, DGS
Proteus Consulting, 4849 Ronson Court, Suite 208 San Diego CA, 92104	Plant Operations	1.01%	ELBE	City of San Diego
PW Engineering, Inc. 933 Muirlands Vista Way La Jolla, CA 92037	NCWRP Integration, Pure Water Operations Lead, Process, Mechanical, Site Development, Site Drainage and Plant Piping	6.01%	ELBE	City of San Diego
RF Yeager Engineering Inc. 9562 Winter Gardens Suite D-151 Lakeside, CA 92040	Corrosion Engineering	1.01%	SLBE, DVBE	City of San Diego, DGS
Richard Brady & Associates, Inc. 3710 Ruffin Road San Diego, CA 92123	Structural, Electrical, I&C, SCADA	4.89%	MBE	Supplier Clearinghouse
Turpin & Rattan Engineering, Inc. 2441 Honolulu Avenue, Suite 200 Montrose, CA 91020	HVAC and Plumbing Design	0.75%	SB	State of California

List of Abbreviations:

<b>Small Local Business Enterprise</b>	<b>SLBE</b>
<b>Emerging Local Business Enterprise</b>	<b>ELBE</b>
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.

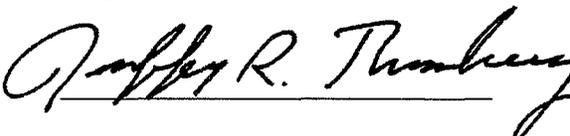
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** Civil Engineering Services for Design of North City Pure Water Facility, (H176846)

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

**FIRM NAME:** Carollo Engineers, Inc.

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

Signed 

Printed Name Jeff Thornbury

Title Principal-in-Charge

Date November 17, 2016

## 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](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](http://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

- 1. Department / Board / Commission / Agency Name: Public Utilities
- 2. Name of Specific Consultant & Company: Carollo Engineers, Inc.
- 3. Address, City, State, ZIP: 5075 Shoreham Pl., Suite 120  
San Diego, CA 92122
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of the North City Pure Water Facility  
Contract Number H176846
- 5. Consultant Duties for Project: Professional engineering design services and  
construction support for the Pure Water  
Facility.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
John Helminski, Assistant Director

6/1/2017  
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):	2a. Name and address of Consultant:																		
1b. Brief Description:	2b. Consultant's Project Manager: <span style="float: right;">Phone: ( )</span>																		
1c. Budgeted Cost: \$ <span style="margin-left: 100px;">WBS/IO:</span>																			
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division):	3b. Project Manager (address & phone): <span style="float: right;">Phone: ( )</span>																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
<b>4. Design Phase</b>																			
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:		Final Construction																
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
<b>5. Construction Support</b>																			
5a. Contractor _____ <i>(name and address)</i>		Phone ( ) _____																	
5b. Superintendent _____																			
5c. Notice to Proceed _____ (date)	5f. Change Orders:																		
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____																		
5e. Actual Working days _____ (number)	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-Built	Excellent	Satisfactory	Poor																
Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____		Date _____																	
7b. Section Head _____		Date _____																	

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

**Section III SUPPLEMENTAL INFORMATION**

(Please ensure to attach additional documentation as needed.)

Item  :

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Item  :

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Item  :

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Item  :

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(\*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:**

Civil Engineering Services for Design of North City Pure Water Facility. (H176846)

**B. BIDDER/PROPOSER INFORMATION:**

<u>Carollo Engineers Inc.</u>			
Legal Name		DBA	
<u>5075 Shoreham Place Suite 120</u>	<u>San Diego</u>	<u>CA</u>	<u>92122</u>
Street Address	City	State	Zip
<u>Jeff Thornbury, Principal-in-Charge</u>	<u>858-505-1020</u>	<u>858-505-1015</u>	
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes       No

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

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

Yes       No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: 05 / 13/ 2010 State of incorporation: Delaware

List corporation's current officers: President: B. Narayanan, Ph.D., P.E.  
 Vice Pres: James P. Hagstrom, P.E.  
 Secretary: Michael W. Barnes  
 Treasurer: Warren Adams-CFO

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:

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**Limited Liability Company** Date formed:     /     /     State of formation: \_\_\_\_\_

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

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**Partnership** Date formed:     /     /     State of formation: \_\_\_\_\_

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**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:

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**Joint Venture**     Date formed:     /     /     \_\_\_\_\_

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

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**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: National Bank of Arizona

Point of Contact: Rob Maver, Vice President

Address: 6001 N. 24th Street, AZ, 85016

Phone Number 602-235-6000

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: Irvine Ranch Water District (Baker Advnaced Water Treatment Plant)

Contact Name and Phone Number: Kevin Burton, (714) 593-7110

Contact Email: burton@irwd.com

Address: 15600 Sand Canyon Avenue (92618), Irvine, CA 92618

Contract Date: 06/2010 - Ongoing

Contract Amount: \$ 1,680,748.00 (design) \$4,276,400.00 (construction)

Requirements of Contract: design and construction

Company Name: Los Angeles Bureau of Engineering/Walsh (Terminal Island Advanced Water Treatment Facility Expansion)

Contact Name and Phone Number: Mark Starr, 310-648-5801

Contact Email: mark.starr@lacity.org

Address: Hyperion Wastewater Treatment Plant-Pregerson Bldg, 12000 Vista Del Mar, Playa Del Rey, CA 90293

Contract Date: 3/27/2015-Ongoing

Contract Amount: \$1,440,870.00 (design)

Requirements of Contract: Design-Build (design, record of engineering, construction services)

Company Name: Los Angeles County Sanitation Districts (LACSD) and Santa Clarita Valley Sanitation District (SCVSD)

Contact Name and Phone Number: Don Drorbaugh, Supervising Engineer, 562-908-4288 x2176

Contact Email: ddrorbaugh@lacsds.org

Address: 1955 Workman Mill Road (90601), Whittier, CA 90607

Contract Date: 09/2015 - Ongoing

Contract Amount: \$ 2,291,818.00

Requirements of Contract: Valencia Advanced Water Treatment Plant (design and construction)

**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: CH2M HILL Engineers, Inc.

Contact Name and Phone Number: Rich Pyle, PE; Vice President, (619) 272-7236

Contact Email: Richard.Pyle@ch2m.com

Address: 402 W. Broadway, Suite 1450, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: NCWRP Integration, Hydraulics/Civil, I&C, BIM Coordinator, Start-Up, Chemical Systems

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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

Company Name: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Tiong J. Liem, President, (619) 449-5900

Contact Email: tj\_liem@alliedgeo.org

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

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Geotechnical/Seismic

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 10 / 19/ 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.**

Jeff Thornbury, Principal-in-Charge  
Name and Title



Signature

11/17/2016

Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

EXHIBIT I

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.

**J. STATEMENT OF  
SUBCONTRACTORS:**

**Company Name:** Alyson Consulting

**Contact Name and Phone Number:** Jaime A. Taynor, President, (619) 851-3331

**Contact Email:** [jaime@alysonconsulting.com](mailto:jaime@alysonconsulting.com)

**Address:** 9968 Hibert Street, Suite 109, San Diego, CA 92131

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Surveying (optional)

**Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)**

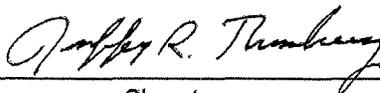
YES  NO

**if YES, Contractor must provide valid proof of certification with the response to the bid or proposal.**

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.

Jeff Thornbury, Principal-in-Charge

Print Name, Title



Signature

November 17, 2016

Date

**City of San Diego  
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:** Beyaz & Patel, Inc.

**Contact Name and Phone Number:** Subhash S. Patel, PE, SE, President, (858) 451-0374

**Contact Email:** [spatel@beyazpatel.com](mailto:spatel@beyazpatel.com)

**Address:** 1315 Caminito Balada, La Jolla, CA 92037

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Structural Engineering

**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:** CPM Construction, Inc.

**Contact Name and Phone Number:** Moe Ansari, President, (909) 598-9898

**Contact Email:** [moqueem\\_ansari@yahoo.com](mailto:moqueem_ansari@yahoo.com)

**Address:** 20255 Edgemont Place, Walnut, CA 91789

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Cost Estimating and Scheduling

**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.**

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.

Jeff Thornbury, Principal-in-Charge

Print Name, Title

*Jeffery R. Thornbury*

Signature

November 17, 2016

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

**EXHIBIT I**

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:** Environmental Science Associates (ESA)  
**Contact Name and Phone Number:** Eric Ruby, Senior Vice President, (619) 719-4200  
**Contact Email:** [eruby@esassoc.com](mailto:eruby@esassoc.com)  
**Address:** 550 West C Street, Suite 750, San Diego, CA 92101  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Environmental  
**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:** Fiberglass Structural Engineering, Inc.  
**Contact Name and Phone Number:** Dan Sturtz, PMP, Project Development Engineer, (360) 734-7040 ext. 364  
**Contact Email:** [dan.sturtz@fse.com](mailto:dan.sturtz@fse.com)  
**Address:** 455 Stuart Rd., Bellingham, WA 98226  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Fiber Reinforced Plastic FRP  
Third Party Specialist Support  
**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.**

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.

Jeff Thornbury, Principal-in-Charge  
\_\_\_\_\_  
Print Name, Title

*Jeffery R. Thornbury*  
\_\_\_\_\_  
Signature

November 17, 2016  
\_\_\_\_\_  
Date

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

**EXHIBIT I**

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:** Katz & Associates, Inc.  
**Contact Name and Phone Number:** David Hokins, Marketing Director, (858) 926-4042  
**Contact Email:** [dhopkins@katzandassociates.com](mailto:dhopkins@katzandassociates.com)  
**Address:** 25440 Morehouse Drive, Suite 1000, San Diego, CA 92121  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Public Outreach  
**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:** Manuel Oncina Architects, Inc.  
**Contact Name and Phone Number:** Manuel Oncina, President, (858) 459-1221 x110  
**Contact Email:** [moncina@oncinaarc.com](mailto:moncina@oncinaarc.com)  
**Address:** 5711 La Jolla Blvd, La Jolla, CA 92037  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Architecture  
**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.**

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.

Jeff Thornbury, Principal-in-Charge  
\_\_\_\_\_  
Print Name, Title

*Jeffery R. Thornbury*  
\_\_\_\_\_  
Signature

November 17, 2016  
\_\_\_\_\_  
Date

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

**EXHIBIT I**

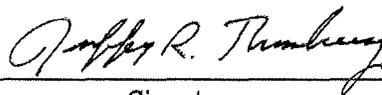
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

**Company Name:** Marian Marum dba MARUM PARTNERSHIP  
**Contact Name and Phone Number:** Marian Marum, Principal, (619) 992-9533  
**Contact Email:** [marian@marumpartnership.com](mailto:marian@marumpartnership.com)  
**Address:** 10680 Treena St. Suite 100 San Diego, CA 92131  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Landscape Architecture  
**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:** MWA Architects, Inc.  
**Contact Name and Phone Number:** Jeffrey McGraw, AIA, Principal, (503) 416-8008  
**Contact Email:** [jmcgraw@mwaarchitects.com](mailto:jmcgraw@mwaarchitects.com)  
**Address:** 70 NW Couch Street, Suite 401, Portland, OR 97209  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Architecture  
**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.**

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.

Jeff Thornbury, Principal-in-Charge  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

November 17, 2016  
\_\_\_\_\_  
Date

**City of San Diego  
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:** 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](mailto:keithh@odayconsultants.com)

**Address:** 2710 Loker Avenue West, Suite 100, San Diego, CA 92010

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Civil/Site/Traffic Design

**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:** Proteus Consulting

**Contact Name and Phone Number:** Soma Bhadra, CEO, (858) 353-2805

**Contact Email:** [soma@consult-proteus.com](mailto:soma@consult-proteus.com)

**Address:** 4849 Ronson Court, Suite 208, San Diego, CA, 92104

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Plant Operations

**Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)**

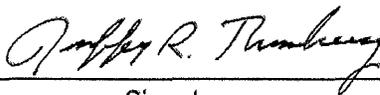
**YES  NO**

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

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.

Jeff Thornbury, Principal-in-Charge

Print Name, Title



Signature

November 17, 2016

Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

EXHIBIT I

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

**Company Name:** PW Engineering, Inc.

**Contact Name and Phone Number:** Pete Wong, President, (858) 334 - 5347

**Contact Email:** [pwong.pwe@gmail.com](mailto:pwong.pwe@gmail.com)

**Address:** 933 Muirlands Vista Way, La Jolla, CA 92037

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** NCWRP Integration, Pure Water Operations Lead, Process, Mechanical, Site Development, Site Drain-age and Plant Piping  
**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:** RF Yeager Engineering Inc.

**Contact Name and Phone Number:** Richard F. Yeager, PE, Principal Corrosion Engineer, (619) 0647-6265

**Contact Email:** [RFYeager@RFYeager.com](mailto:RFYeager@RFYeager.com)

**Address:** 9562 Winter Gardens, Suite D-151, Lakeside, CA 92040

**Contract Date:** TBD

**Sub-Contract Dollar Amount:** TBD

**Requirements of Contract:** TBD

**What portion of work will be assigned to this subcontractor:** Corrosion Engineering  
**Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One)**

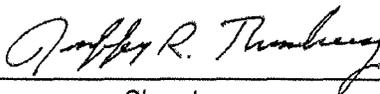
YES  NO

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

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.

Jeff Thornbury, Principal-in-Charge

Print Name, Title



Signature

November 17, 2016

Date

City of San Diego  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance Attachment "A"**

EXHIBIT I

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.

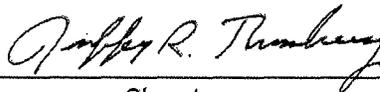
**Company Name:** Richard Brady & Associates  
**Contact Name and Phone Number:** Richard Brady, PE, President & CEO, (858) 496-0500  
**Contact Email:** [rbrady@rbrady.net](mailto:rbrady@rbrady.net)  
**Address:** 3710 Ruffin Road, San Diego, CA 92123  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Structural, Electrical, I&C, SCADA  
**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:** Turpin & Rattan Engineering, Inc.  
**Contact Name and Phone Number:** Vickie Fortie, Vice President, (619) 466-6224  
**Contact Email:** [vickie@treisd.com](mailto:vickie@treisd.com)  
**Address:** 4719 Palm Avenue La Mesa, CA 91941-5221  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** HVAC and Plumbing Design  
**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.**

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.

Jeff Thornbury, Principal-in-Charge

Print Name, Title



Signature

November 17, 2016

Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

EXHIBIT I

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:** BLP Engineers, Inc.  
**Contact Name and Phone Number:** Boris L. Pastushenko, President, (760) 458-1016  
**Contact Email:** [blp.eng.inc@gmail.com](mailto:blp.eng.inc@gmail.com)  
**Address:** 3710 1315 Caminito Balada, La Jolla, CA 92037  
**Contract Date:** TBD  
**Sub-Contract Dollar Amount:** TBD  
**Requirements of Contract:** TBD  
**What portion of work will be assigned to this subcontractor:** Process Mechanical  
**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.**

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.

Jeff Thornbury, Principal-in-Charge  
\_\_\_\_\_  
Print Name, Title

*Jeffery R. Thornbury*  
\_\_\_\_\_  
Signature

November 17, 2016  
\_\_\_\_\_  
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.

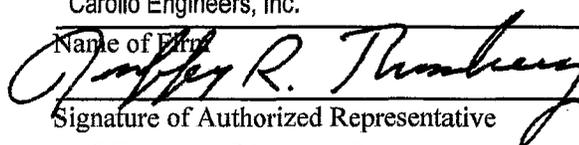
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of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

Carollo Engineers, Inc.

Name of Firm



Signature of Authorized Representative

Jeff Thornbury, Principal-in-Charge

Printed/Typed Name

November 17, 2016

Date

## CONSULTANT CERTIFICATION

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### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Civil Engineering Services for Design of North City Pure Water Facility, (H176846)

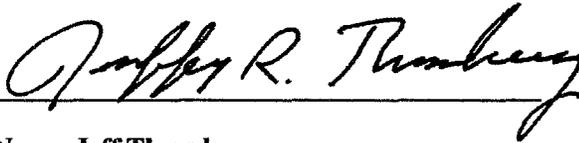
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Carollo 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 Jeff Thornbury

Title Principal-in-Charge

RESOLUTION NUMBER R- 311147

DATE OF FINAL PASSAGE MAY 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE PURE WATER AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR DESIGN ENGINEERING SERVICES FOR THE NORTH CITY PURE WATER FACILITY (H176846).

WHEREAS, Pure Water San Diego is the City of San Diego's 20-year program to provide a safe, secure, and sustainable local drinking water supply for San Diego by turning recycled water into drinkable water through the use of water purification technology which will significantly reduce flows to the Point Loma Wastewater Treatment Plant and will make San Diego more water independent; and

WHEREAS, on April 29, 2014, City Council adopted San Diego Resolution R-308906 supporting the Pure Water Program, and one of the projects proposed under the Pure Water program is the North City Pure Water Facility (NCPWF), which will be constructed east of Interstate-805 across from the existing North City Water Reclamation Plant (NCWRP). The purified water will be conveyed from the NCPWF to Miramar Reservoir, which in turn supplies the adjacent Miramar Water Treatment Plant; and

WHEREAS, in October 2016, the San Diego Public Utilities Department issued a Request for Proposals for the NCPWF design contract, and two firms submitted proposals evaluated by Department Selection Panel, which selected Carollo Engineers, Inc. as the most highly qualified firm to perform design and construction support services for the NCPWF project for a total not-to-exceed amount of \$26,874,202 for a duration of five (5) years effective from the date of notice to proceed (Agreement); NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, as follows:

1. The Mayor, or his designee, is authorized to execute a phase funded Agreement with Carollo Engineers, Inc. to provide design and construction support services for the North City Pure Water Facility (NCPWF) project in the amount not-to-exceed \$26,874,202, for a duration of five (5) years; and

2. The Chief Financial Officer is authorized to expend an amount for the Agreement not to exceed \$26,874,202 in total from CIP A-LA.00001, Pure Water Program, (B-15139, NCPWF), Fund 700010, Water Utility CIP to be phase funded over five (5) years as follows:

Phase 1 FY 2017 - \$1,000,000

Phase 2 FY 2018 - \$21,229,202

Phase 3 FY 2019 - \$525,000

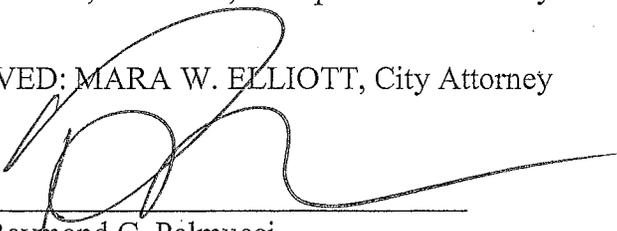
Phase 4 FY 2020 - \$4,000,000

Phase 5 FY 2021 - \$120,000

3. That phase funding for the Agreement is authorized, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By

  
Raymond C. Palmucci  
Deputy City Attorney

RCP:ac

March 21, 2017

Or.Dept: Public Utilities

CC No. n/a

Doc. No.: 1465501

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 23 2017.

ELIZABETH S. MALAND  
City Clerk

By *Sty. Brady*  
Deputy City Clerk

Approved: 5/25/17  
(date)

*Kevin L. Faulconer*  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on MAY 23 2017, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAY 25 2017.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Linda Kruein, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311147

Passed by the Council of The City of San Diego on May 23, 2017, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,  
ALVAREZ, GOMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Stacy D. Ready, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-311147, approved on May 23, 2017. The date of final passage  
is May 25, 2017.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: Stacy D. Ready, Deputy