

000107

COMMITTEE ACTION SHEET

100
03/10

COUNCIL DOCKET OF _____				
<input type="checkbox"/> Supplemental	<input type="checkbox"/> Adoption	<input type="checkbox"/> Consent	<input type="checkbox"/> Unanimous Consent	Rules Committee Consultant Review

R -

O -

MBC Additional Biosolids Storage Silos No. 9 and No. 10

Reviewed Initiated By NR&C On 1/07/09 Item No. 1

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, DeMaio, Lightner, Emerald

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Engineering and Capital Projects Department's December 31, 2008, Executive Summary Sheet
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COUNCIL COMMITTEE CONSULTANT _____

RECOMMENDATION TO (CONT'D):

000108

000109

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: December 31, 2008 **REPORT NO.:**

ATTENTION: Natural Resources and Culture Committee
Agenda – January 7, 2009

ORIGINAL DEPT.: Engineering and Capital Projects-Architectural, Engineering, & Parks

SUBJECT: Execute a Professional Engineering Consultant Services Agreement for the MBC Additional Biosolids Storage Silos No. 9 & No. 10.

COUNCIL DISTRICTS: 7

STAFF CONTACT: Darren Greenhalgh (619)533-5660, Iraj Asgharzadeh (619)533-5105

REQUESTED ACTION:

Awarding Metcalf and Eddy a Contract for Professional Engineering Consultant Services, for the Design and Construction Support of the Metropolitan Biosolids Center (MBC) Additional Biosolids Storage Silos No. 9 & No. 10.

STAFF RECOMMENDATION:

Adopt the Resolutions.

EXECUTIVE SUMMARY:

The City of San Diego's Metropolitan Wastewater Department (MWWD) operates the Metro Biosolids Center (MBC), a regional biosolids processing facility located adjacent to the City's Miramar Landfill in Kearny Mesa.

The biosolids from the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant (NCWRP) are dewatered and transferred to a Biosolids Storage and Loading Facility which houses eight (8) storage silos and two (2) truck loading bays. These dewatering, storage and truck loading operations are core plant functions which are critical to system wide operations and the ability to maintain these operations at a capacity level that matches or exceeds process demands. Failure to meet excess demands will result in permit compliance issues.

The mechanical equipment associated with the storage silos and truck loading operations is over 10 years old with a typical useful life of 10-15 years. Currently, at least one silo is out of service for repairs 2 to 14 days each month. There have been recent increases in the frequency of repairs to the associated equipment which indicates that the equipment is nearing the end of its useful life. In order to restore reliability to these critical biosolids storage and truck loading processes and maintain capacity levels necessary to avoid causing spills, a mechanical equipment replacement and silo retrofit project must be implemented within the next five years.

The selection of Metcalf & Eddy (M & E) for Professional Design Consultant Services for Design and Construction Assistance Services for the Additional Biosolids Storage Silos (no. 9 and 10) at the Metropolitan Biosolids Center for the City of San Diego was thru a competitive selection process. The M&E design cost of \$ 883,233.00 reflects the design cost and support during Construction Contractor Bid/Award, Construction and Start-up.

PROJECT DESCRIPTION:

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The Project requires the following consultant design and construction support services for the:

- Installation of new Area-86 Silos Nos. 9 and 10 including all appurtenant equipment (silo cake feeders, conveyors, cake pumps, and hydraulic systems);
- Installation of new cake piping, valves, foul air ducting, dampers and auxiliary piping connecting the new silos to the existing silo systems;
- Installation of all structural foundations and supports including access stairs, ladders, platforms, catwalks, lifting equipment and safety tie-offs for the new silo systems;
- Installation of all electrical equipment, wiring/conduits and all control/instrument devices and systems compatible with MBC's Distributed Control System (DCS);

EQUAL OPPORTUNITY CONTRACTING:

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

Funding Agency: City of San Diego – Prevailing wages apply to this contract.

Sub consultant Participation:	\$ 243,624.00	Certified Firms (31.5%)
	\$ 15,758.00	Other Participation (2.0%)

Other: A workforce report and an Equal Opportunity Plan will be monitored and adherence to the Non-Discrimination in Contracting Ordinance.

FISCAL CONSIDERATIONS:

The total estimated project cost for Professional Design Services and the Construction Support and other related costs is \$975,733.00 is available in CIP No. 45-984.0, MBC- Additional Biosolids Storage Silos No. 9 & No. 10 Fund 41509, Sewer for this purpose.

PREVIOUS COUNCIL AND COMMITTEE ACTIONS:

The subject item will be presented to the Committee on Natural Resources and Culture prior to the Council Docket date.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project was approved by the Metro Participating Agencies at the Metro Technical Advisory Committee (TAC) and the Metro Commission.

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Metro Commission and Metro Wastewater JPA


 Patti Boekamp
 Director, Engineering and Capital Projects

 David Jarrell
 Deputy Chief of Public Works

000111

Natural Resources and Culture Committee
CITY OF SAN DIEGO

DATE:

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03/10

EQUAL OPPORTUNITY CONTRACTING EVALUATION

December 30, 2008

**SUBJECT: Professional Engineering Consultant Agreement for the MBC Additional Biosolids Storage Silos
No. 9 & No. 10**

GENERAL CONTRACT INFORMATION

Recommended Consultant: Metcalf & Eddy
Amount of this Action: \$975,733.00
Contract Amount: \$773,233.00
Funding Source: City

SUBCONSULTANT PARTICIPATION

EDAW (Other)	\$ 15,758.00	2.04%
Moraes/Pham & Assoc (DBE/Asian Pacific Male)	\$166,170.00	21.49%
Ninyo & Moore Geotechnical Consultants (Other)	\$ 8,004.00	1.04%
Simon Wong Engineering (MBE/Asian Pacific Male)	\$ 69,450.00	8.98%
Total Certified Participation	\$235,620.00	30.47%
Total Other Participation	\$ 23,762.00	3.08%
Total Subconsultant Participation	\$259,382.00	33.55%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Metcalf & Eddy submitted a Work Force Report for their San Diego County employees dated July 3, 2008. The Work Force Report reflects fewer than 15 employees and is, therefore, exempt from employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.


JLR

File: Adm'n WOFO 2000

Date WOFO Submitted: 7/31/00
 Input by: str

Goals reflect statistical labor force availability for the following: 2000 CLFA
 San Diego, CA

City of San Diego/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

Company: Metcalf

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional	0	0	0	0	1	0	0	0	0	0	2	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	1	0	0	0	0	1	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	1	1	0	0	0	0	3	2	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnicity/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnicity/gender category.

Mgmt & Financial
 Professional
 A&E, Science, Computer
 Technical
 Sales
 Administrative Support
 Services
 Crafts
 Operative Workers
 Transportation
 Laborers

	TOTAL EMPLOYEES			Female Goals
	ALL	M	F	
Mgmt & Financial	3	2	1	33.3%
Professional	3	3	0	50.0%
A&E, Science, Computer	0	0	0	22.2%
Technical	0	0	0	48.0%
Sales	0	0	0	48.4%
Administrative Support	3	1	2	73.2%
Services	0	0	0	82.2%
Crafts	0	0	0	8.6%
Operative Workers	0	0	0	38.7%
Transportation	0	0	0	18.2%
Laborers	0	0	0	11.1%
TOTAL	9	6	3	

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal or at least 1.00 position.

II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

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03/10

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) 2900577			
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): ECP/Arch Eng and Parks		DATE: 12/04/2008			
SUBJECT: Awarding Metcalf and Eddy a Contract for Engineering Consultant Services for the Design of the Metropolitan Biosolids Center (MBC) Additional Biosolids Storage Silos 9 & 10.							
PRIMARY CONTACT (NAME, PHONE): Darren Greenhalgh ,(619) 533-5600				SECONDARY CONTACT (NAME, PHONE): Asgharzadeh / da Rosa , (619) 533-5105 / 533-4629			
COMPLETE FOR ACCOUNTING PURPOSES							
FUND	41509						
DEPT.	779						
ORGANIZATION							
OBJECT ACCOUNT	4279						
JOB ORDER	141140						
C.I.P. NUMBER	459840						
AMOUNT	\$883,233.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND							
DEPT.							
ORGANIZATION							
OBJECT ACCOUNT							
JOB ORDER							
C.I.P. NUMBER							
AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): Professional Engineering Consultant Services \$ 883,233.00							
TOTAL		\$ 883,233.00					
ROUTING AND APPROVALS.							
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED			
Liaison Office	Equal Opportunity Contracting	ORIG DEPT.	Boekamp, Patti	2/4/2009			
Environmental Analysis		CFO					
Financial Management		DEPUTY CHIEF	Jarrell, David	2/23/2009			
Comptroller		COO					
MWWD		CITY ATTORNEY	Riley, John	2/17/2009			
		COUNCIL PRESIDENTS OFFICE	Halsey, Keely	2/25/2009			
PREPARATION OF:		<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)		
1. Authorizing the Mayor, or his designee, to execute a contract with Metcalf and Eddy for professional design services in CIP 45-984.0, Metro Biosolids Center - Additional Biosolids Storage Silos Nos. 9 & 10, in the amount not to exceed \$883,233.00; and							

000116

2. Authorizing the expenditure of \$883,233.00 from CIP 45-984.0, MBC Additional Biosolids Storage Silos Nos. 9 & 10, Fund 41509, Sewer, for the purpose of executing this agreement; and

3. Authorizing the City Comptroller, upon the advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

STAFF RECOMMENDATIONS:

Adopt the Resolutions.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):

7

COMMUNITY AREA(S):

NONE

ENVIRONMENTAL IMPACT:

This activity (Consultant Contract for Design Services) is not subject to CEQA pursuant to State CEQA Guidelines § 15060(c)(3). The activity for which this agreement will be used was determined to be Categorically Exempt (Existing Facilities) from CEQA in May 2006 pursuant to State CEQA Guidelines Section 15301.

CITY CLERK INSTRUCTIONS:

Upon Council approval, please forward two copies of the 1472 and Resolution(s) to Joanne Ferrer, Project Implementation & Technical Support Division, MS 908A and Robert Barreras, City Comptroller, MS 901A.

000117

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 12/04/2008

ORIGINATING DEPARTMENT: ECP/Arch Eng and Parks

SUBJECT: Awarding Metcalf and Eddy a Contract for Engineering Consultant Services for the Design of the Metropolitan Biosolids Center (MBC) Additional Biosolids Storage Silos 9 & 10.

COUNCIL DISTRICT(S): 7

CONTACT/PHONE NUMBER: Darren Greenhalgh /(619) 533-5600

REQUESTED ACTION:

Award Metcalf and Eddy a Contract for Professional Engineering Consultant Services for the design and construction support of the MBC Additional Biosolids Storage Silos 9 & 10 and authorizing the expenditure of \$ 883,233.00.

STAFF RECOMMENDATION:

Adopt the Resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego's Metropolitan Wastewater Department (MWWD) operates the Metro Biosolids Center (MBC), a regional biosolids processing facility located adjacent to the City's Miramar Landfill in Kearny Mesa. The biosolids from the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant (NCWRP) are dewatered and transferred to a Biosolids Storage and Loading Facility which houses eight (8) storage silos and two (2) truck loading bays. These dewatering, storage and truck loading operations are core plant functions which are critical to system-wide operations and the ability to maintain these operations at a capacity level that matches or exceeds process demands. To comply with the demand, all 8 existing silos should be in operation. Failure to meet excess demand will result in permit compliance issues.

The mechanical equipment associated with the storage silos and truck loading operations is over 10 years old and recent increases in the frequency of repairs to the associated equipment indicate that the equipment is nearing the end of its useful life. In order to restore reliability to these critical biosolids storage and truck loading processes, while processing the required capacity levels needed to avoid spills, additional storage must be incorporated. This additional storage will allow for the needed equipment replacement and silo retrofitting needed for the eight existing silos while continuing to process all the biosolids. It will also provide additional biosolids storage capacity for anticipated higher future needs.

This contract will provide the following consultant design and construction support services:

- Installation of new Area-86 Silos Nos. 9 and 10 including all appurtenant equipment (silo cake feeders, conveyors, cake pumps, and hydraulic systems);
- Installation of new cake piping, valves, foul air ducting, dampers and auxiliary piping connecting the new silos to the existing silo systems;
- Installation of all structural foundations and supports including access stairs, ladders, platforms, catwalks, lifting equipment and safety tie-offs for the new silo systems;

000118

- Installation of all electrical equipment, wiring/conduits and all control/instrument devices and systems compatible with MBC's Distributed Control System (DCS).

The City of San Diego advertised for Professional Consultant Services for Design and Construction Assistance Services for the MBC Additional Biosolids Storage Silos. Three firms responded to the advertisement. Interviews were conducted on April 22, 2008 in conformance with Council Policy 300-7 and Administrative Regulation 25.6 and Metcalf & Eddy (M & E) was selected.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

Funding Agency: City of San Diego –Prevailing wages apply to this contract.

Sub consultant Participation: \$ 235,620.00	Certified Firms (30.47%)
\$ 23,762.00	Other Participation (3.08%)

Other: A workforce report and an Equal Opportunity Plan will be monitored for adherence to the Non-Discrimination in Contracting Ordinance.

FISCAL CONSIDERATIONS:

The total estimated project cost for the professional design services and construction support is \$883,233.00 and is available in CIP 45-984.0, MBC - Additional Bio-solids Storage Silos Nos. 9 & 10, Fund 41509, Sewer, for this purpose. This project is funded in Fiscal Year 2009. The project cost for the sewer portion of \$883,233.00 may be reimbursed approximately 80% by current or future debt financing.

PREVIOUS COUNCIL AND COMMITTEE ACTIONS:

The Committee on Natural Resources and Culture on January 7, 2009, consent motion by Councilmember Emerald, second by Councilmember Lightner. Vote to approve 4-0.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project was approved by the Metro Participating Agencies at the Metro Technical Advisory Committee (TAC) and the Metro Commission.

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Metro Commission and Metro Wastewater JPA

Boekamp, Patti
Originating Department

Jarrell, David

000119

Deputy Chief/Chief Operating Officer

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

000121

CERTIFICATE OF UNALLOTTED BALANCE
ORIGINATING

AC 2900577
 DEPT. _____
 NO. 779

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$883,233.00

Vendor: Metcalf and Eddy

Purpose: Authorizing an expenditure of funds for Engineering Consultant Services for the design of the Metropolitan Biosolids Center (MBC) Additional Biosolids Storage Silos 9 & 10.

Date: February 11, 2009

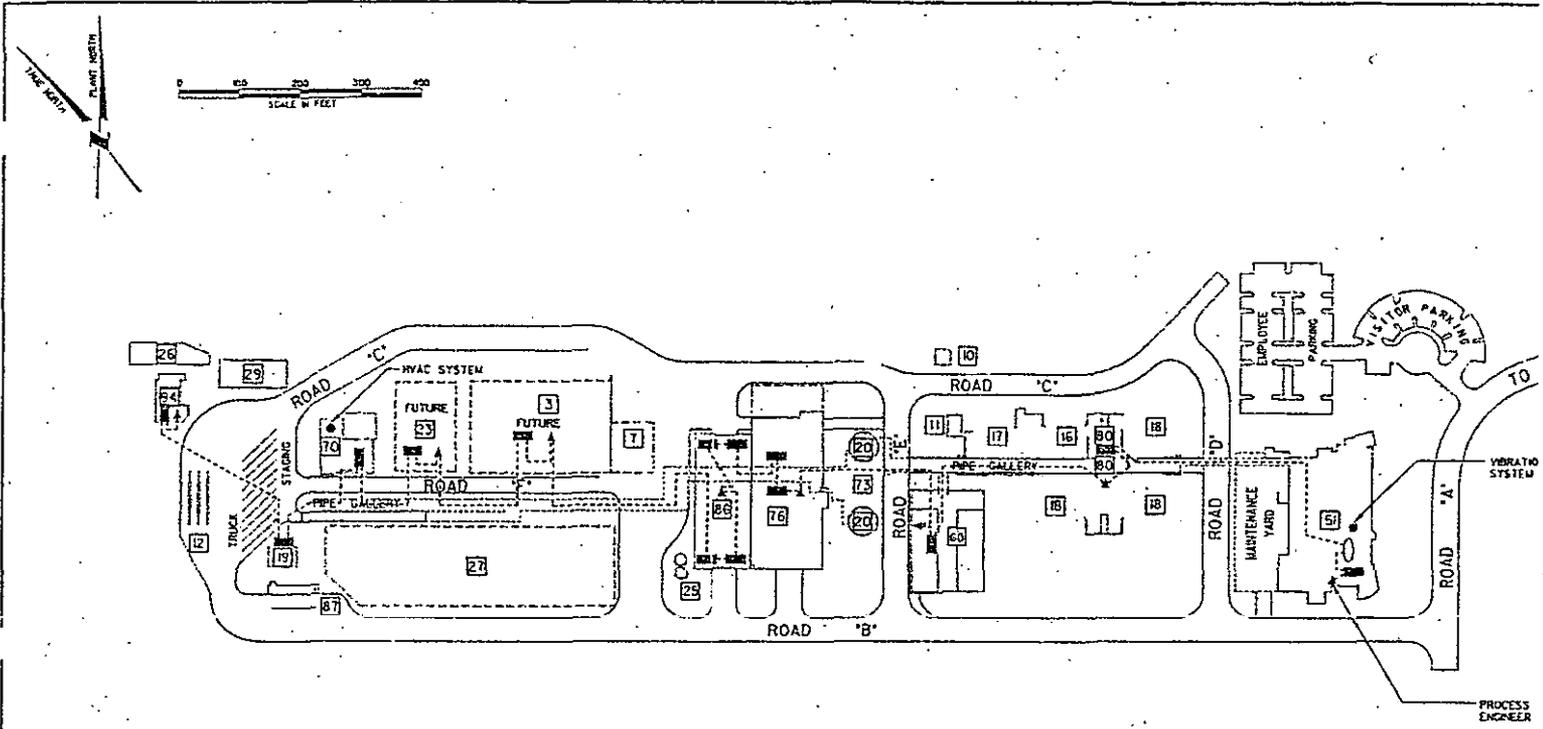
By: Robert Barreras
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	41509	779		4118	141142				\$883,233.00
TOTAL AMOUNT										\$883,233.00

FUND OVERRIDE

000123



RECORDS DEPARTMENT Date: 12/21/01

Revisions shown by: _____

This record drawing has been prepared based on information furnished by others. While the information furnished is assumed to be correct, the DESIGN CONSULTANT assumes no responsibility for any errors or omissions which may have been incorporated into a record drawing as a result. The DESIGN CONSULTANT is responsible for accurately transcribing the information furnished by others into the record drawing. There is no liability on the record drawing and the DESIGN CONSULTANT's responsibility is limited to the accuracy of the information furnished by others into the record drawing.

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M&E Metcalf & Eddy

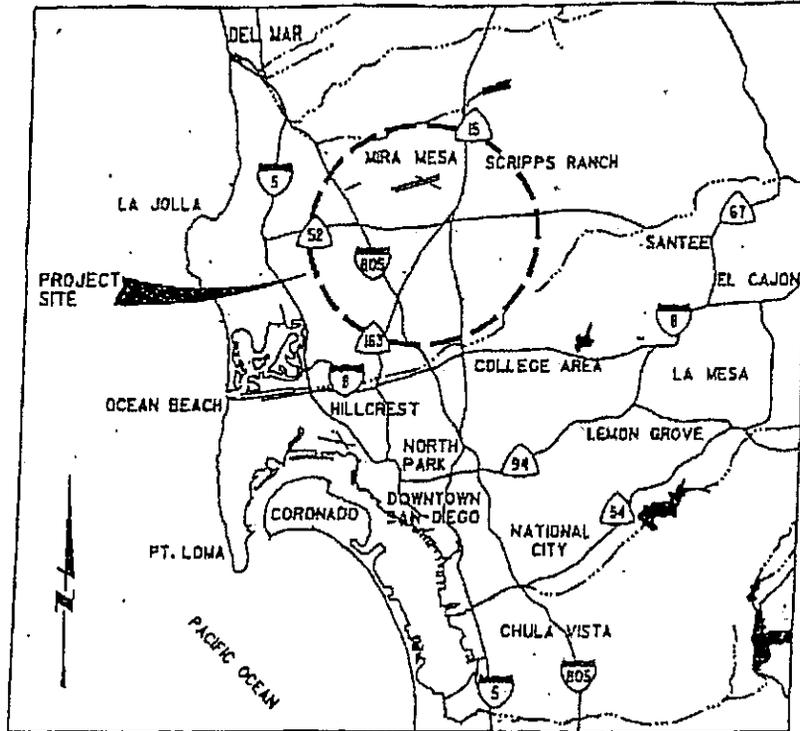
SCALE: INITIALIAL P + 007

METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego

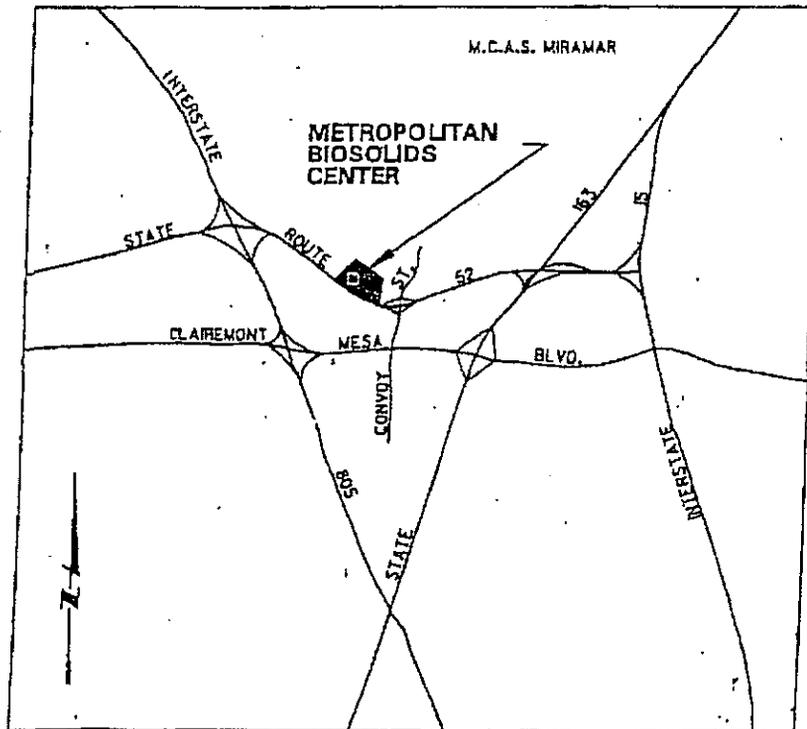


DRAWING STATUS					
REV	DATE	BY	DESCRIPTION	REVISED	BY
A	12/21/01	MEC	ISSUE FOR CONSTRUCTION	12/21/01	MEC

000125



VICINITY MAP



LOCATION MAP



000127

THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to Forms PA-700, PA-2159, CM-1544, 1472, DP's and PO's for processing. In addition to this, a copy is to be sent to the Consultant Services Coordinator.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 12/31/08 Department Name: ECP / AE&P
City Project Manager: Idalmiro Manuel da Rosa Phone: (619) 533-4629
Name of Firm: Metcalf and Eddy
Project Name: MBC -Additional Biosolids Storage Silos No. 9 & 10 Contract Amount: \$773,233

Appropriate approval authority:

- Department Approval: See Section 5 of A.R. 25.60, and Section 5.2 of AR 25.70 for non-A&E firms.
City Manager: See Section 6 of AR 25.60 and Section 6 of AR 25.70 for non-A&E firms
City Council: See Section 7 of AR 25.60

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT (Prior to the interview process)

The City reserves the right to disqualify any Consultant from the interview process if this tracking form is not completely and accurately executed prior to the consultant's contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void pursuant to Municipal Code Section 22.0226. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another Consultant.

Dollar Amount Awarded by the City of San Diego this fiscal year (July 1 through June 30)

Including this contract: \$773,233.

I hereby certify that I am an authorized representative of:

Metcalf & Eddy, Inc.
(Name of Firm)

and that I have read and understand this form this 5 day of Jan, 2009
(Day) (Month) (Year)

By Bruce A Engerholm, PhD, PE
Associate Vice President
(Typed Name of Authorized Representative)

(Signature of Authorized Representative)

GRC Project Approval Form, Attachment A

Determination Request Pursuant to The California Environmental Quality Act (CEQA) and State CEQA Guidelines

000129

To: Development Services Department, Environmental Analysis Section (EAS)
 From: Metropolitan Wastewater Department (MWWD), Engineering and Program Management Division
 Subject: Request for Determination of Environmental Exemption

Similar to forms 1472, 1544 and PA700, this form is being routed to your section in request for concurrence that the below-referenced project is exempt from the CEQA. MWWD would like to complete this project using a General Requirements Contract (GRC) and execution of a contract with the GRC constitutes a discretionary action subject to CEQA. MWWD hereby represents that there are no biological or historic resources within the area of the project's potential impact and believes that no other discretionary actions by the City would be required to proceed with the project. If EAS concurs that the project is exempt, please sign this form and return it via fax to Stephanie Bracci at MWWD, (858) 292-6310. If the project is not exempt or there are any questions about the project description, please call Stephanie Bracci at (858) 292-6409. Thank you.

Agency: CITY OF SAN DIEGO LDR NO.: DATE: May 1, 2006

Action/Permit(s): CEQA Determination Permit No. N/A

Description of Activity: MBC Biosolids Storage Silos (CIP # 45-984.0). The project proposes to install two additional storage silos to the existing facilities; bringing the total number of storage silos to ten (eight currently exist). All work would occur within the existing facilities (interior) of Metropolitan Biosolids Center, and no disturbance of native vegetation or native soils is proposed.

Location of Activity: The project is located in the Metropolitan Biosolids Center in the MCAS-Miramar Community Planning Areas of San Diego, California.

1. This activity is **EXEMPT FROM CEQA** pursuant to:
 - Section 15061(b)(1) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).
 - Section 15061(b)(3) of the State CEQA Guidelines ("General Rule").
2. This project is **EXEMPT FROM CEQA** pursuant to State CEQA Guidelines Section checked below:

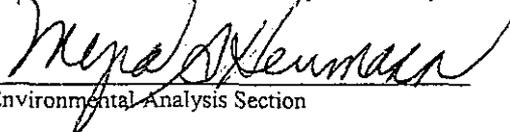
**ARTICLE 19 of GUIDELINES
 CATEGORICAL EXEMPTIONS
 (Incomplete list)**

Sec.	Short Name
<input checked="" type="checkbox"/> 15301 1	Existing Facilities
<input type="checkbox"/> 15302 2	Replacement or Reconstruction
<input type="checkbox"/> 15303 (b)	New Construction or Conversion of Small Structures
<input type="checkbox"/> 15304 (h)	Minor Alterations to Land
<input type="checkbox"/> 15305	Minor Alterations in Land Use Limitations
<input type="checkbox"/> 15306 6	Information Collection
<input type="checkbox"/> 15311 11	Accessory Structures
<input type="checkbox"/> 15312 12	Surplus Government Property Sales
<input type="checkbox"/> 15315 15	Minor Land Divisions
<input type="checkbox"/> 15317 17	Open Space Contracts or Easements
<input type="checkbox"/> 15319 19	Annexation of Existing Facilities and Lots for Exempt Facilities
<input type="checkbox"/> 15332 32	In-Fill Development Projects
<input type="checkbox"/> Other	

**ARTICLE 18 of GUIDELINES
 STATUTORY EXEMPTIONS
 (Incomplete list)**

Sec.	Short Name
<input type="checkbox"/> 15261	Ongoing Project
<input type="checkbox"/> 15262	Feasibility and Planning Studies
<input type="checkbox"/> 15265	Adoption of Coastal Plans and Programs
<input type="checkbox"/> 15268	Ministerial Projects
<input type="checkbox"/> 15269	Emergency Projects
<input type="checkbox"/> Other	

It is hereby certified that the City of San Diego has determined the above activity to be exempt:


 Environmental Analysis Section

Distribution: Stephanie Bracci, MWWD
 I.M. da Rosa, MWWD
 MWWD Environmental Section Library

EAS: File

000131

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH METCALF AND EDDY FOR ENGINEERING AND CONSULTANT SERVICES FOR THE DESIGN OF THE METROPOLITAN BIOSOLIDS CENTER ADDITIONAL BIOSOLIDS STORAGE SILOS 9 & 10; AND AUTHORIZING THE EXPENDITURE OF \$883,233.00 FOR SUCH SERVICES.

WHEREAS, the City of San Diego advertised for Professional Consultant Services for Design and Construction Assistance Services for the Metropolitan Biosolids Center's additional biosolids storage silos. Three firms responded to the advertisement. Interviews were conducted on April 22, 2008 in conformance with Council Policy 300-7 and Administrative Regulation 25.6. The engineering firm of Metcalf and Eddy was found by the selection committee to be the most qualified to provide such services; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with Metcalf and Eddy for engineering and consultant services for the design of the Metropolitan Biosolids Center additional biosolids storage silos 9 & 10, under the terms and conditions set forth in the Agreement, on file in the office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$883,233 from CIP 45-984.0, MBC Additional Biosolids Storage Silos Nos. 9 & 10, Sewer Fund 41509, is authorized, solely and exclusively to provide funds for the agreement with Metcalf and Eddy for engineering and consultant services for the design of the Metropolitan Biosolids Center additional biosolids storage silos 9 & 10.

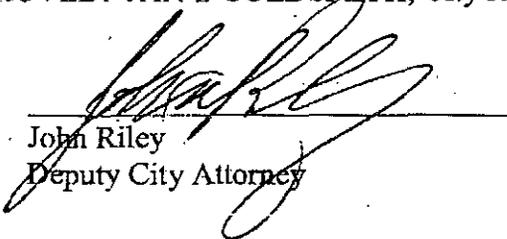
000132

BE IT FURTHER RESOLVED that the City Comptroller is authorized upon the advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

BE IT FURTHER RESOLVED, that the above activity is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15060(c)(3) because the activity is Categorically Exempt as an existing facility pursuant to State CEQA Guidelines Section 15301.

APPROVED: JAN L GOLDSMITH, City Attorney

By


John Riley
Deputy City Attorney

JR:ca
2/13/2009
Aud. Cert: 2900577
Or.Dept: E&CP
R-2009-879

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000133

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

METCALF & EDDY

FOR

MBC- ADDITIONAL BIOSOLIDS STORAGE SILOS

CONTRACT NUMBER H084253

TABLE OF CONTENTS

ARTICLE I
Design PROFESSIONAL SERVICES

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

ARTICLE II
DURATION OF AGREEMENT

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

ARTICLE III
COMPENSATION

3.1 Amount of Compensation..... - 4 -
 3.2 Additional Services..... - 4 -
 3.3 Manner of Payment..... - 5 -
 3.4 Additional Costs..... - 5 -
 3.5 Eighty Percent Notification..... - 5 -

ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards..... - 5 -
 4.2 Right to Audit..... - 6 -
 4.3 Insurance - 6 -
 4.4 Subcontractors - 9 -
 4.5 Contract Activity Report..... - 10 -
 4.6 Non-Discrimination Requirements..... - 10 -
 4.7 Drug-Free Workplace..... - 11 -
 4.8 Title 24/Americans with Disabilities Act Requirements..... - 12 -
 4.9 Product Endorsement..... - 12 -

4.10 Conflict of Interest.....- 12 -
4.11 Mandatory Assistance- 13 -
4.12 Compensation for Mandatory Assistance.....- 13 -
4.13 Attorney Fees related to Mandatory Assistance.- 14 -
4.14 Energy Conservation Specifications.....- 14 -
4.15 Notification of Increased Construction Cost.....- 14 -
4.16 Sustainable Building Policy.....- 14 -
4.17 Design-Build Competition Eligibility- 14 -
4.18 Storm Water Management Discharge Control.....- 15 -
4.19 ADA Certification.....- 15 -

ARTICLE V
RESERVED

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification.....- 15 -
6.2 Design Professional Services Indemnification and Defense.....- 16 -
6.3 Insurance.....- 16 -
6.4 Enforcement Costs.....- 16 -

ARTICLE VII
MEDIATION

7.1 Mandatory Non-binding Mediation.....- 16 -
7.2 Mandatory Mediation Costs- 16 -
7.3 Selection of Mediator.....- 16 -
7.4 Conduct of Mediation Sessions.....- 17 -

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire.....- 17 -
8.2. Rights in Data.....- 18 -
8.3 Intellectual Property Rights Assignment.....- 18 -
8.4 Moral Rights.....- 18 -
8.5 Subcontracting- 18 -
8.6 Publication Design- 18 -
8.7 Intellectual Property Warranty and Indemnification.....- 19 -
8.8 Enforcement Costs.....- 19 -

ARTICLE IX
MISCELLANEOUS

9.1 Notices- 19 -
9.2 Headings.....- 19 -
9.3 Non-Assignment.....- 19 -
9.4 Independent Contractors.....- 20 -
9.5 Design Professional and Subcontractor Principals for Professional Services...- 20 -
9.6 Additional Design Professionals or Contractors.....- 20 -
9.7 Employment of City Staff.....- 20 -
9.8 Covenants and Conditions- 20 -
9.9 Compliance with Controlling Law.....- 20 -
9.10 Jurisdiction and Attorney Fees.....- 21 -
9.11 Successors in Interest.....- 21 -
9.12 Integration.....- 21 -
9.13 Counterparts.....- 21 -
9.14 No Waiver.....- 21 -
9.15 Severability.....- 21 -
9.16 Municipal Powers.....- 21 -
9.17 Drafting Ambiguities.....- 21 -
9.18 Conflicts Between Terms.....- 21 -
9.19 Design Professional Evaluation.....- 22 -
9.20 Exhibits Incorporated.....- 22 -
9.21 Survival of Obligations.....- 22 -
9.22 Vendor Registration.....- 22 -

**LUMP SUM AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND METCALF & EDDY
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Metcalf & Eddy [Design Professional] for the Design Professional to provide Professional Services to the City for the MBC Additional Biosolids Storage Silos Contract # H084253

RECITALS

The City wants to retain the services of a firm to provide Professional Civil Engineering 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 receipt and 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 Engineering and Capital Projects is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering and Capital Projects. 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 City, that act or

approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or December 20, 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

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

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

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$883,233.00. The compensation for the Scope of Services shall not exceed \$773,233.00 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$110,000.00.

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

B). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV

DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement,

shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 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 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 BB) 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 additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. 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 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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 Lump Sum Design Long Form

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 Activity Report. The Design Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

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

interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the

individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

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

Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build

competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

4.19 ADA Certification. The Consultant hereby certifies 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.

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or 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 Contractor, 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 Contractor, 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 Product 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(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/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, 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 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 or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering and Capital Projects Department / Architecture Engineering & Parks Division », c/o Idalmiro Manuel da Rosa, MS 908A, 600 B Street, Suite 700, San Diego, California 92101-4502 and notice to the Design Professional shall be addressed to: Metcalf & Eddy, 701 B Street, Suite 1100, San Diego, California 92101-4502.

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: EDAW, Moraes/Pham & Associates, Ninyo & Moore Geotechnical Consultant, and Simon Wong Engineering. Accordingly, performance of Professional Services on the Project 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 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 the Project.

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 and Attorney Fees. 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. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

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000159

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. _____ authorizing such execution, and by the Design Professional pursuant to Metcalf & Eddy_Legal_Authority..

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Metcalf & Eddy and that I have read all of this Agreement, this _____ day of _____, _____.

By 
Ashok K. Dhingra, P.E.
Senior Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, _____.

JAN GOLDSMITH, City Attorney

By _____
Deputy City Attorney

000160

DESIGN PROFESSIONAL LUMP SUM 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) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - 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 - Vendor Registration Form
-

SCOPE OF SERVICES

ADDITIONAL BIOSOLIDS STORAGE SILOS (Nos. 9 & 10) at the METROPOLITAN BIOSOLIDS CENTER

This Scope of Work (SOW) defines the extent of Metcalf and Eddy engineering services (facilities design, bidding, construction and start-up support) necessary to complete the required work and documents specified herein for this Design/ Construction Services of the ADDITIONAL BIOSOLIDS STORAGE SILOS (Nos. 9 and 10) Project herein referred to as the PROJECT. The CITY projects a period of 300 days (10 months) to complete the Design Phase.

General

The City of San Diego's Metropolitan Wastewater Department (MWWD) operates the Metropolitan Biosolids Center (MBC), a regional biosolids treatment facility consisting of anaerobic digestion, solids thickening and dewatering, and waste energy cogeneration processes and with address at 5240 Convoy Street, San Diego, CA 92111. The MBC receives biosolids from the North City Water Reclamation Plant (NCWRP) and the Point Loma Wastewater Treatment Plant (PLWTP). The biosolids dewatered by centrifuges (cake with 28% solids) are stored in eight (8) cylindrical storage silos (each at 18-ft diameter and 28-ft height with conical bottom, approximately 7,000-ft³ volume capacity) at MBC's Biostorage Storage Facility (Area-86).

The whole storage system provides average 2-day storage at a maximum design capacity of 180 dry tons biosolids per day. Area-86 was designed by Metcalf & Eddy in 1996 and its construction was completed in 1998. Operational start-up was completed in 1999. The Cake Silos Storage System as constructed is shown in the as-built drawings "*FIRP/NSPF Centrifuge / Dewatering Biosolids Storage Facility*" available for Metcalf and Eddy.

Background

The MBC storage and cake loadout facility has inadequate storage capacity to reliably meet operational needs (see MBC's "*Capacity, Condition and Operation Assessment Report and Master Plan Report for 2005-2030*", referred herein as the CAMP Report). Dewatered solids storage silos normally fill up during weekends when no truck hauling is done and are pumped down during the week. Because of this, the inadequacy of storage volume is most critically felt during 3-day weekends. Based on the CAMP mass balance modeling, a maximum storage capacity, equivalent to the volume of dewatered cake produced in 3.63 days, is required (based on a 3-day weekend starting at 3 p.m. on Friday when truck loadout stops until 6 a.m. on the following Tuesday when loadout resumes). With 3.63-day weekend storage and all 8 existing silos in operation, MBC's silo storage capacity is currently exceeded.

000162

Limited hours for disposal further compound capacity issues. The facility was designed for a continuous 24 hours per day operation, however, landfill operations only allow 9 hours per day for truck delivery. In order to pump down the full silos during the 9-hour weekdays, in preparation for the following weekend, all existing silos, cake pumps and valves must be available and in service. This situation makes it difficult to accomplish maintenance activities and does not provide redundancy in the event of equipment failure.

Additionally, the emission of fugitive odors and odor complaints prevents overnight parking of loaded trucks at MBC. Therefore, if truck loading becomes necessary beyond the regular 9-hour window, the trucks must be routed overnight to distant Arizona landfills. This significantly increases the cost of disposal.

Based on the CAMP findings along with above operational and maintenance restrictions, MWWD has deemed it necessary to implement the 2-silo expansion by 2014.

Summary of Project's Scope of Work

The Project's Scope of Work for design and construction is as follows:

1. Installation of new Area-86 Silos Nos. 9 and 10 including all appurtenant equipment (silo cake feeders and conveyance systems, cake pumps, hydraulic systems and other accessories).
2. Installation of new cake piping and valves connecting the new silos to the existing centrifuges, silos, weigh/mix bins systems and emergency truck loadout stations, including new foul air ducts, dampers and other auxiliary piping.
3. Installation of all foundations and structural supports for silos and appurtenant equipment.
4. Installation of all necessary electrical equipment, wiring and all control systems, devices and instruments similar to the existing systems and compatible with the plant's distributed control system (DCS).
5. Installation of access stairs, ladders, platforms, catwalks, lifting equipment and safety tie-offs necessary to maintain the new equipment.

METCALF and EDDY shall review and field verify as-built mechanical and structural drawings, including all details, to ensure fabrication of the new Silos Nos. 9 and 10 are similar to the existing silos and support systems.

Use of Sole-Source Equipment

To ensure uniformity of design, compatibility with existing systems and to reduce staff training requirements, the new equipment for Silo Systems Nos. 9 and 10 shall be sole-sourced as necessary and practical.

PHASE A - DESIGN

Design Scope

This Design Scope of Work (SOW) defines the extent of METCALF and EDDY's engineering services needed to prepare the construction plans and specifications. Tasks that shall be undertaken to address the design items and specific deliverable work products that serve as completion milestones are described in this section.

Design of Two Additional Biosolids Storage Silos

Area-86 at MBC requires the installation of two (2) new 7,000 cubic feet cake storage silos (Silos Nos. 9 and 10) similar to the eight (8) existing silos including all process and utility piping, mechanical, electrical and instrumentation equipment/accessories, valving, access platforms, all appurtenances including foundation and structural supports. The two new silos shall be constructed at the vacant spaces specifically reserved for these silos on the north side of the Storage Silos facility.

METCALF and EDDY shall perform the engineering tasks required for the design and construction management of this PROJECT. All design drawings shall be stamped by Registered Engineer's in the state of California.

Throughout the design process, METCALF and EDDY shall coordinate closely with MBC staff the latter's operational and maintenance requirements, concerns and preferences.

Task A1 - Project Management

Provide management and technical support to the CITY in the execution of the PROJECT. Attend meetings as requested by the CITY and coordinate the preparation of supporting materials as required. Provide status on project design issues/problems.

Scheduling and Cost Monitoring:

Prepare and maintain a project design 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 in accordance with Chapter 3, Volume I of the MWW Design Guidelines. Metcalf and Eddy shall coordinate the development of the schedule with the CITY to have the schedule be compatible with the MWW Cost/Schedule Control System (C/SCS). The schedule shall incorporate the work breakdown structure format.

Within 30 days from issuance of Notice to Proceed (NTP) to Metcalf and Eddy, Metcalf and Eddy shall prepare and submit a cost-loaded schedule. This cost-loaded schedule shall clearly identify costs and the percentage complete for each task for intermediate and final deliverables. Available project related documents including, but not limited to, technical reports, as-built drawings, technical specifications and O&M Manuals shall be provided to Metcalf and Eddy for use/reference as requested.

000164

Metcalf and Eddy shall assign a Project Manager (PM) at the start of the Project. Metcalf and Eddy shall not replace the PM without prior notification and approval of the CITY. The CITY may at its discretion demand replacement of the PM at any time during the project.

A1.1 Design Kick-Off Meeting

The CITY will conduct a design kick-off meeting and Metcalf and Eddy shall have an Officer of it's firm, the Project Manager (PM), the major task leaders, and a representative from its major sub-consultants attend the meeting. The kick-off meeting is estimated to require a minimum of two (2) hours. Metcalf and Eddy will present its Project Schedule.

DELIVERABLES

- Schedule with cost loading (1 copy)

A1.2 Monthly Progress Meetings

Attend a total of ten (10) monthly meetings with the City, each limited to two (2) hours in length exclusive of meeting preparation and travel times. Prepare the meeting agenda, meeting minutes and attend project status report meetings with the CITY personnel at the City offices. Prepare and submit five (5) days in advance of a meeting, an agenda on key issues to be addressed at the meetings. All meetings must be attended by Metcalf and Eddy's Project Manager. Provide technical representation at the meeting to respond to CITY questions on the key issues. Provide meeting minutes to the CITY within five (5) working days of the meeting. The 10 meetings shall include the Design Comment Review meetings after each design level. As an option, meeting agenda and minutes may be e-mailed to the CITY.

DELIVERABLES (10 copies each)

- Meeting agenda
- Previous Meeting minutes clearly identifying design issues, action items and the responsible party
- Monthly progress reports which include:
 - a) Narrative report of status of major design tasks
 - b) Project schedule update with percentage complete values
 - c) Major project issues report with a schedule for resolution of outstanding issues.

Task A2 Design Development

A2.1 General

METCALF and EDDY shall provide the following Design submittals:

- Special Technical Memorandum
 - 50 Percent Design and Design Technical Memorandum
 - 85 Percent Design
 - 100 Percent Design
 - Final Design
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000165

All design submittals shall be in accordance to: MWWD standards, OSHA, Building Code, National Electric Code and any other applicable and accepted codes used in the City of San Diego.

METCALF and EDDY shall provide technical assistance for obtaining all permits required by the CITY (but not the Contractor). Submit final structural design drawings including stamped calculations for review and obtain approval from the City's Development Services Department (Buildings Division). The Building Services Permit and Air Quality Maintenance District Permit update are only budgeted.

Design Guidelines for Metcalf and Eddy

This Scope of Work, along with the MWWD, CWP Program Guidelines and Standards define the scope of work for detailed design activities.

As a minimum, all deliverables listed herein shall conform to the requirements of Volume I, "Guidelines for Design Consultant," of the Clean Water Program (CWP) Guidelines.

All specifications shall be provided on Microsoft WORD files in accordance with the CWP Program Guidelines. The CITY will provide METCALF and EDDY with all of the CWP master construction specifications in a WORD format in accordance with the General section of this Scope of Work.

All CADD drawings, figures and other work shall be produced by consultants and subconsultants using City and Metro Wastewater Department standard Microstation software. Refer to MWWD CADD Standards at <http://www.sandiego.gov/mwwd/business/cadd.shtml> for detailed requirements. Conversions of CADD work from any other non-standard CADD format to Microstation format shall not be acceptable in lieu of this requirement. Refer to the Clean Water Program Guidelines and Standards for detailed requirements. M&E will utilize drawing preparation approach that was developed on the Lime Mixer Bypass System project by having the existing drawings shown as background on separate layers from new work. New work will follow CADD standards, however the existing backgrounds may not conform to current CADD standards and will not be subjected to Axiom checking parameters.

The CITY shall reject a design submittal if the design does not meet the intent of that submittal level and if any previous review comments are not incorporated.

Task A2.2 Special Technical Memorandum:

The consultant shall prepare draft and final special technical memorandum for the subjects listed below. The technical memorandum shall be completed before substantial efforts are undertaken on the 50% design submittal preparation.

- Silo Live Bottom Technology Comparison:
The Consultant shall compare the existing conveyor type silo live bottom technology with the moving frame type live bottom technology with respect to: space
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000166

requirements, system reliability, costs, electrical and instrument & control requirements and MBC staff impacts.

- Silo Materials of Construction & Installation Methods Comparison:
The Consultant shall compare the following materials of construction and methods of installation for the new silos to compare cost, impacts on the MBC operations, and interior air quality impacts:
 - Conventional materials (mild steel) and assembled inside with coatings applied after assembly.
 - Stainless steel materials, assembled in place, limited touchup coating required inside for stand.
 - Conventional materials, assembled and coated outdoors, and installed through a temporary openings in the roof.
 - Use of pre-coated bolted or riveted silo construction.

Deliverables: Draft and final Technical Memorandum

A2.3 Fifty Percent (50%) Design

METCALF and EDDY shall perform initial design tasks to prepare and submit 50% level design drawings and a design technical memoranda for CITY review and approval. The design shall be performed per the latest edition of the California Building, Mechanical, Fire, and National Electrical Codes requirements and the City of San Diego Supplemental Provisions. The structural design shall include necessary static and dynamic seismic analyses.

The 50% Design Technical Memorandum shall provide a clear discussion of the design concepts, design flows, hydraulic calculations, various discipline design criteria utilized for the project, including preliminary construction schedule durations and costs. METCALF and EDDY shall coordinate with MBC staff for recommended improvements, if any, in the existing storage silo systems that they may want to have adopted in the new silos.

The 50% Design Drawings shall consist of the following:

- 50% General Drawings (cover sheet, Index, Legend, notes, Process flow diagram)
- 50% Structural Plans and Sections showing major structural items
- 50 % Major Mechanical, Odor Control and Plumbing Plans and Sections showing layout location of major equipment and process piping
- 50% Electrical Drawings: Provide single-line diagrams; equipment and panel locations/layouts; design to account for proper separation of power, analog, and digital signals (120VAC and 24VDC power cannot be routed in same conduit).
- 50% Process & Instrumentation Diagrams (P&IDs): show interfacing with the DCS system including control strategies and I/O points; establish analog and digital control concepts; show auxiliary systems including odor control, and existing 2-wire valves; show general locations and footprints of new Process Control Modules if required.
Adhere to MWW Design Guidelines Chapter D6 - I&C Design.

DELIVERABLES

000167

- Draft 50% Design Technical Memorandum (10 copies each)
- 50% Design Drawings: Submit ten (10) 11" x 17" (half size) hard copies of the design drawings in accordance with the CADD Guidelines of the CWP Program Guidelines.

REVIEW MEETING

- 50% Design review meeting to discuss/resolve CITY review comments (total 4 hrs duration)

A2.4 Eighty-five Percent (85%) Design Submittal

METCALF and EDDY shall advance the 50% Design to 85 Percent Design level. The 85% design submittal shall incorporate agreed upon CITY comments from the 50% design submittal. The 85% Design is interpreted as essentially a 100% complete set of construction drawings and specifications prepared by METCALF and EDDY. The City will make final comments of the 85% design submittal to be incorporated in the 100% (Final) Design.

The 85% Design Drawings shall consist of at least the following:

- 100% General Drawings
- 85% Structural Drawings: Plans, Sections and Detail Drawings
- 85% Mechanical, Odor Control & Plumbing Drawing: Plans, Sections and Detail Drawings showing all major and auxiliary equipment, process and utility piping and ducting
- 85% Electrical Drawings: Provide one-line diagrams and power supply plans; provide equipment load schedule, conduit runs incl. schedule of enclosed power and control wiring; provide control panel plan locations and instrumentation layouts, & I/O points to the DCS system and local controllers.
- 85% Instrumentation & Control Drawings: provide final PIDs, and complete instrumentation details; provide complete I/O summary including safe points and alarm priorities. Analog points containing ranges, engineering units and high/low alarm set points. Set/reset information for discrete signals; point descriptions (limited to 30 characters maximum).

DELIVERABLES

- 85% drawings: submit fifteen (15) one-half size (11-in.x 17-in.) hard copies. Electronic media (1 copy) shall be in accordance with the CADD Guidelines in Appendix A2 of the CWP Program Guidelines.
 - Complete Specifications (considered at 100% level) for each division and section shall be prepared and submitted (15 copies). Changes/Corrections to the 50% specifications shall be shown in the 85% specifications. . Part 1 General, Part 2 Products, and Part 3 Execution sections shall have each topic numbered, identified and detailed so that meaningful review and comments can be provided by MWWD during the 85 percent design review process.
 - Written responses to the City's 50% Design review comments (5 copies)
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000168

REVIEW MEETING

- 85% Design review meeting to discuss/resolve CITY review comments (total 4 hrs duration)

A2.5 100 Percent Design Submittal

Design is fully complete in all aspects and considered at 100% design. METCALF and EDDY shall incorporate CITY review comments from the 85% submittal. Design is essentially fully complete in details, notes and all aspects and considered at 100% design except for minor design details, typographical and minor drafting mistakes. The City will perform a 100% review to ascertain incorporation of the 90% Design comments.

DELIVERABLES

- 100% drawings: shall be submitted as twenty (20) one-half size (11-in.x 17-in.) hard copies. Electronic media (1 copy) shall be in accordance with the CADD Guidelines in Appendix A2 of the CWP Program Guidelines.
- Final Specifications for each division and section shall be prepared and submitted. Part 1 *General*, Part 2 *Products*, and Part 3 *Execution* shall have each topic numbered, identified and detailed so that meaningful review and comments can be provided by MWWD during the 90 % design review process. (10 copies)
- Written responses to the City's 85% design review comments (5 copies)

A2.6 Final Design Submittal

Design is fully complete. METCALF and EDDY shall incorporate CITY review comments from the 100% submittal. The City will perform a final cursory review prior to of the Final Submittal to ascertain incorporation of the 100 %t Design comments.

DELIVERABLES

- Pre-final submittal Drawings for final cursory review by City (2 sets) METCALF and EDDY shall submit a set of signed and stamped Final Design drawings (full-size) and specifications for plan check/review by the City of San Diego's Development Services Department (DSD) in order to obtain all permits required by the City (but not the Contractor's). DSD plan check fees will be paid by the CITY. METCALF and EDDY shall meet and communicate with the DSD Staff to address comments and make corrections. METCALF and EDDY shall correct final design per DSD comments.
 - Final design drawings and specifications including one set of reproducible Mylar drawings and also on electronic media (1 copy) in a Microstation format in accordance with the CADD Guidelines of the CWP Program Guidelines. The final design drawings shall be submitted as ten (10) full-size and twenty (20) one-half size (11"x 17") hard copies. Electronic media shall be in accordance with the CADD Guidelines in Appendix A2 of the CWP Program Guidelines.
 - Final Specifications shall be provided on Microsoft WORD files with one full size camera ready copy delivered. Database shall be provided as one hard copy and also
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000169

on electronic media (20 sets of copies -General and Technical sections).

- Written responses to the City's 100% design review comments (5 copies)

Task A3- I&C Provider (Not Applicable to this contract)

Task A4- Permitting

METCALF and EDDY shall prepare regulatory permit applications and all documents to support the design, construction and operation of the proposed in accordance with the CWP Guidelines for Design Consultant and the Standard Specifications for Public Works Construction. Two permits are budgeted, the Development Services Division Permit and Air Quality Maintenance District Permit update.

Task A5 - Construction Cost Estimate

METCALF and EDDY shall prepare Class A construction cost estimate at the final pre-bid cost level based on current ENR CCI for Los Angeles and in accordance with Chapter 4, Volume I, of the CWP Guidelines (5 hard copies and 1 electronic copy). If available, a San Diego modifier shall be applied. Data for the various work categories and disciplines may be prepared in Excel spreadsheet format based on CSI specification section number.. Detailed Construction Cost estimates shall be prepared and submitted with the 50%, 85%, and final (for Pre-Bid Estimate use) design submittals.

Task A6 – Bid Document Preparation (NOT IN CONTRACT)

PHASE B - BID/AWARD

General

METCALF and EDDY shall provide technical support to the CITY during the bidding phase of the construction packages identified in PHASE A - DESIGN, SCOPE OF WORK for the Design/Installation of MBC ADDITIONAL BIOSOLIDS STORAGE SILOS. Metcalf and Eddy's Project Manager or Project Engineer shall attend pre-bid and bid meetings including site tours, prepare materials and coordinate the preparation of materials. Coordination responsibilities are as described in the following tasks:

Task B1 Advertising Support

METCALF and EDDY shall provide technical input for preparation of the Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement, and Supplementary General Conditions.

Task B2 Bidders Inquiries/ Addenda

METCALF and EDDY shall respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Questions and responses shall be routed

000170

through the City's Contracts Division. No oral answers to plan holders will be allowed. Refer any questions directly from plan holders to the City's Contracts Division. Prepare necessary addenda to contract documents.

TASK B3 Pre-Bid Conference and Site Tour

METCALF and EDDY shall attend the pre-bid conference and site tour and provide technical input to the City Construction Manager in answering any questions. (One meeting, one person, 4 hours). Minutes shall be provided by the CITY.

Task B4 Prepare Technical Addenda

At the direction of the CITY, METCALF and EDDY shall prepare the necessary technical addenda to the contract documents. Addenda shall be issued within 48 hours from the time of the City's direction to issue addenda. Submit the final addenda including electronic file (1 copy) to the CITY for reproduction and distribution. METCALF and EDDY shall prepare or revise all the drawings required for the addenda.

Task B5 Bid Evaluation (Not Applicable to this contract)

PHASE C - CONSTRUCTION AND START-UP

General

METCALF and EDDY shall provide technical support to the Construction Manager (CITY) during the construction phase of the Project as described in tasks herein.

Task C1 Construction Meetings

Task C1.1 Pre-Construction Meeting

METCALF and EDDY's Project Manager shall attend and participate in the preconstruction conference including a project site visit. One pre-construction conference of two (2) hours duration.

Task C1.2 Construction Progress Meetings

METCALF and EDDY shall attend construction progress meetings. Review construction progress and assist CONSTRUCTION MANAGER as requested. Allow for 18 meetings maximum for One METCALF and EDDY staff member per meeting for 2 hours for the duration of the construction period.

Task C2 Contractor Submittals Review

METCALF and EDDY shall review the Contractor's submittals for conformance to the Contract Documents. METCALF and EDDY shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use.

METCALF and EDDY shall review and evaluate Requests for Substitution including "or equal" submissions on shop drawings. The METCALF and EDDY shall provide a written justification for substitution requests that are either accepted or not.

METCALF and EDDY shall review the Contractor's submittal and send it to the CITY within 14 calendar days from the day it was received. METCALF and EDDY will receive six (6) copies of each submittal and shall send five (5) marked-up copies to the CITY indicating on the submittal the following:

- "Approved - No Exceptions Taken"
- "Approved with Corrections Noted"
- "Amend - Resubmit", or
- "Rejected - Resubmit."

39 submittals, are budgeted. A maximum of 2 reviews of each submittal is assumed.

Task C3 Requests for Information /Clarification, Design Clarifications (RFI/RFC/DC)

METCALF and EDDY shall receive each written request for information or clarification (RFI/RFC) from the CITY, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the CITY within 5 working days for all inquires. METCALF and EDDY shall provide technical support to Construction Manager in the issuance of Design changes clarifications or changes.

Task C4 Change Order Preparation Assistance

METCALF and EDDY shall assist the Construction Manager in preparing, reviewing, and recommending proposed construction change orders. Prepare necessary calculations and documentations to support requests for proposals and change orders. Change order preparation assistance if required will be preformed under Phase E - Additional Engineering Services.

Task C5 Equipment Testing and Operational Start-up Assistance

Functional Acceptance Test: METCALF and EDDY shall assist the Construction Manager in preparing two (2) test procedures to witness operational performance of storage silo systems. METCALF and EDDY shall participate in one functional test of one day duration with one METCALF and EDDY staff member attending in addition to a CITY Construction Manager staff.

DELIVERABLES

- Functional acceptance test procedures (5 copies)
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Task C6 Operation and Maintenance Manuals Review

METCALF and EDDY shall review the manufacturer's operation and maintenance manual submittals received by the CITY from the Contractor, as described in Chapter 21, Volume II of the CWP Guidelines. Provide the CITY with comments concerning the manual's completeness and accuracy (include one resubmitted review). METCALF and EDDY CONSULTANT shall also assist CM in equipment warranty related issues including inspection of field installation. Review of nine (9) manufacturer manuals is budgeted.

Task C7 Record Drawings

METCALF and EDDY shall update the original Contract Documents based on information (RFIs, DCs, COs) received from the CONTRACTOR through the Construction Manager. Furnish the CITY one (1) reproducible set of Record Drawings (As-Builts) and in electronic media (1 copy) in Microstation format in accordance with Appendix A2 of the CWP Guidelines. The CONSULTANT shall follow CITY standards for As-built Mylar drawings.

Loop Drawings

The CONSTRUCTOR shall develop draft loop drawings to be reviewed for approval by METCALF and EDDY and City staff. All loop drawings shall be submitted in a single complete package. One resubmittal is assumed.

Task C8 Inspection

METCALF and EDDY shall provide the Construction Manager a list of deficiencies (punch list) observed during the final inspection.

Task C9 Start-Up Plan

METCALF and EDDY shall prepare the generalized process start-up procedures for the new facility to be reviewed by the Construction Manager. Provide revised start-up procedures to the Construction Manager and based on initial review

Task C10 COMNET Submittal Review and Operational Readiness Testing (ORT)

The designer shall review the Provider's submittals per performance with the design. The designer shall also attend ORT classes as necessary to ensure the functionality of the hardware, the control strategy and I/O assignments.

PHASE D – START-UP

General

The following tasks shall be performed in accordance with Volume II, Chapter 22 of the Metropolitan Wastewater Department and CWP Guidelines.

Task D1 – Tests

METCALF and EDDY shall perform the following activities.

Attend Contractor/Manufacturer equipment and systems tests during the start-up phase. Provide assistance with the start-up of each of the processes and provide an I & C engineer to assist and coordinate the DCS integration. The level of effort for this activity is estimated to require 12 hours.

Task D2- Warranty

The CONSULTANT shall assist The City Construction Manager with resolving any warranty problems as requested. Assistance if required, will be provided under Phase E - Additional Engineering Services. The assistance shall include services such as inspection, reporting observed discrepancies under guarantees called for in the contract for the Project, and providing recommendation for resolution of defects to be corrected by the Contractor under the warranty. These services shall be provided for the 12-month correction period after the project's substantial completion date. Provide input to the City Construction Manager to resolve technical questions on warranty-related issues.

Task D3 – Assistance

Task D3.1 On Call Assistance

METCALF and EDDY shall provide as needed startup assistance to aid the City in debugging, testing and wringing out the systems before equipment is brought online. On call assistance if required will be provided under Phase E - Additional Engineering Services.

Task D3.2 Seven-Day Performance Test

METCALF and EDDY shall assist, advice, witness and support the Construction Manager during

7-day performance testing of the Works. The anticipated level of effort is 32 labor hours. The work does not include standard Functional Testing. Therefore, the seven-day performance test will include some of the testing normally performed under Functional Testing.

Task D3.3 Commissioning (Not Applicable to this contract)

000174

Task D4 – Project Performance Services

During the first year of operations METCALF and EDDY shall provide observation, troubleshooting, and advice to the Construction Manager and the CITY related to the Works. Project performance services if required will be provided under Phase E - Additional Engineering Services.

PHASE E – ADDITIONAL ENGINEERING SERVICES

Additional Engineering Services include services which may be required for the completion of the Project, but which due to the lack of firm scope definition and limits at the present time cannot be identified with precision. Because the need for these services is not absolutely established, such Additional Engineering Services shall not be undertaken by the Consultant with specific definition and authorization from the City of San Diego Project Manager. Specific authorizations shall include the scope of work, deliverables, schedule compensation and payment provisions.

Additional Engineering Services may include but are not limited to additional design tasks, bid analysis, change order preparation, assistance in resolving startup problems, warranty service and project performance services.

000175

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

ADDITIONAL BIOSOLIDS STORAGE SILOS 9 AND 10 AT THE METROPOLITAN BIOSOLIDS CENTER

Scope of Services	Year of Work	M&E FEE	Subcontractor Fees				Total Sub Fees	Markup on Subs (5%)	Total Phase Fee
			MPA	SWE	NM	EDAW			
Phase A - Design	2009	\$335,244	\$131,660	\$60,600	\$8,004	\$15,758	\$216,022	\$10,801	\$562,067
Phase B - Bid & Award	2010	\$10,311	\$1,160	\$1,200	\$0	\$0	\$2,360	\$118	\$12,789
Phase C - Construction & Startup	2011 & 2012	\$149,297	\$31,610	\$7,650	\$0	\$0	\$39,260	\$1,963	\$190,520
Phase D - Startup	2012 & 2013	\$6,030	\$1,740	\$0	\$0	\$0	\$1,740	\$87	\$7,857
Total Project Fees		\$500,882	\$166,170	\$69,450	\$8,004	\$15,758	\$259,382	\$12,969	\$773,233
Additional Services									\$110,000

Abbreviations: M&E Metcalf & Eddy, Inc.
 MPA Moraes/Pham & Associates
 SWE Simon Wong Engineers
 NM Ninyo & Moore
 EDAW EDAW, Inc.

000176

EXHIBIT C

TIME SCHEDULE

Project Schedule.

Notice to Proceed (NTP)	0 Days
Special Technical Memorandum (TM)	45 Days After NTP
Review Memorandum,	75 Days After NTP
50% Design and Final TM	120 Days After NTP
50% Design and Final TM Review	150 Days After NTP
85% Design	195 Days After NTP
85% Design Review	225 Days After NTP
100% Design	270 Days After NTP
100% Design Review	300 Days After NTP
Final Design	345 Days After NTP
Permitting	435 Days After NTP
Bid Award	645 Days After NTP
Construction	1015 Days After NTP
Start-Up	1060 Days After NTP

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR REQUIREMENTS**

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1
 II. Nondiscrimination in Contracting Ordinance.....1
 III. Equal Employment Opportunity.....2
 IV. Equal Opportunity Contracting.....4
 V. Demonstrated Commitment to Equal Opportunity.....5
 VI. List of Subcontractors.....6
 VII. Definitions.....6
 VIII. Certification.....7
 IX. List of Attachments.....7

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

II. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers 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. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer 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:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the

solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in subconsulting 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. Compliance Investigations. 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 San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. **Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and

in all facilities at which the Consultant's employees are assigned to work;

2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or

community organizations with a description of the employment action taken;

12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractor. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting

with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.

2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors shall be submitted quarterly for any work covered under an executed contract.

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

- A. Proposers are required to submit the following information with their proposals:
 1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
 2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring,

apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. **List of Subcontractors.** Consultants are required to submit a *Subcontractor List* with their proposal.

A. Subcontractors List. The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.

1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

Certified "Women Business Enterprise" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose

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

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

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subcontractors List*
- CC - *Contract Activity Report*

000184



City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

ATTACHMENT AA

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.

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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: _____

Telephone Number: () _____ FAX Number: () _____

- G One San Diego County (or Most Local County) Work Force - Mandatory
G Branch Work Force *
G 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 _____ (Firm Name)

_____, _____ hereby certify that information provided (County) (State)

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

_____, _____ (Authorized Signature) (Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: _____ DATE: _____

000185

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

000187

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

- | | |
|--|------|
| 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 |

***For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

- | | |
|--|----------|
| City of San Diego | CITY |
| State of California Department of Transportation | CALTRANS |

000190

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: _____

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:

Name under which business is conducted

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

Signed _____

Printed Name _____

Title _____

Date _____

DETERMINATION FORM**INSTRUCTION SHEET
(Form CC-1671)**

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

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

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

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

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

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

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

000192

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: _____

2. Name of Specific Consultant & Company: _____

3. Address, City, State, ZIP _____

4. Project Title (as shown on 1472, "Request for Council Action") _____

5. Consultant Duties for Project: _____

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: _____ [Name/Title]* _____ [Date]

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

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

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

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

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

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

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.

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CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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).

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 and CIP No.): 1b. Brief Description: 1c. Budgeted Cost:	2a. Name and address of Consultant: 2b. Consultant's Project Manager: Phone () _____																														
3. CITY DEPARTMENT RESPONSIBLE																															
3a. Department (include division):	3b. Project Manager (address & phone):																														
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)																															
4. Design 4a. Agreement Date: _____ Resolution #: _____ \$ _____ 4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant) 4c. Total Agreement (4a. & 4b.): \$ _____																															
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;">_____ %</td> <td style="width:15%; text-align: center;">100 %</td> </tr> <tr> <td>Agreement</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Delivery</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance</td> <td style="text-align: center;">_____</td> </tr> </table>				_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																									
Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction 5a. Contractor _____ (name and address) Phone () _____ 5b. Superintendent _____																															
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																														
6. OVERALL RATING (Please ensure Section II is completed)																															
	Excellent	Satisfactory	Poor																												
6a. Plans/specification accuracy.....	_____	_____	_____																												
Consistency with budget.....	_____	_____	_____																												
Responsiveness to City Staff.....	_____	_____	_____																												
6b. Overall Rating _____																															
7. AUTHORIZING SIGNATURES																															
7a. Project Manager _____			Date _____																												
7b. Deputy Director _____			Date _____																												

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Section II

SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ :

(*Supporting documentation attached yes _____ no _____)



The City of San Diego
Purchasing and Contracting Department
Contractor / Vendor Registration

Vendor ID:
(To be provided by City)

Firm Information

Firm Name:
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Information

Name:
Title:
Email:
Phone: Cell:

Address to Which Bids or Contracting Opportunities Should Be Sent
(If different from above)

Check here if same from above

Mailing Address:
City: State: Zip:

Construction Licenses (If applicable)

License Number: License Type:
License Number: License Type:
License Number: License Type:
License Number: License Type:

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Product/Services Description:

Product/Services Information:

NAICS Codes:

*

*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

Ownership Classification

Classification:

*

(* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.