



**Meeting of the Metro Commission  
and Metro Wastewater JPA**

**AGENDA**

**Thursday, November 1, 2012  
12:00 p.m.**

**9192 Topaz Way (MOC II) Auditorium  
San Diego, California**

*"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."*

**Note:** Any member of the Public may address the Metro Commission/Metro Wastewater JPA on any Agenda Item. Please complete a Speaker Slip and submit it to the Administrative Assistant or Chairperson prior to the start of the meeting if possible, or in advance of the specific item being called. Comments are limited to three (3) minutes per individual.

Documentation  
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT  
*Persons speaking during Public Comment may address the Metro Commission/ Metro Wastewater JPA on any subject matter within the jurisdiction of the Metro Commission and/or Metro Wastewater JPA that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the start of the meeting.*
- X 4. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF October 4, 2012 (**Attachment**)
5. **PRESENTATION** – BY SAN DIEGO COUNTY WATER AUTHORITY ON PROPOSED WATER PURCHASE AGREEMENT FOR SEAWATER DESALINATION
- X 6. **ACTION** – CONSIDERATION AND POSSIBLE ACTION BY THE JPA ON SAN DIEGO COASTKEEPER PROPOSED DRAFT MOTION IN SUPPORT OF POTABLE REUSE OVER DESALINATION PROJECTS (**Attachment**)
7. **PRESENTATION** – BY CITY OF SAN DIEGO ON THE SAN DIEGO CIP WEB PAGE
- X 8. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE POLICY FOR CITY OF SAN DIEGO CAPITAL IMPROVEMENT PROJECT APPROVAL PROTOCOL FOR METRO WASTEWATER CONTRACTS (**Attachments**)

9. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPOINT BOB KENNEDY, OTAY WATER DISTRICT AS PRIMARY AND GREG HUMORA, CITY OF LA MESA AS ALTERNATE TO THE INTEGRATED REGIONAL WATER MANAGEMENT PLANNING REGIONAL ADVISORY COMMITTEE
- X 10. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE EIGHTH AMENDED JOINT POWERS AGREEMENT CONFIRMING THE CREATION OF AN AGENCY KNOWN AS SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY (**Attachments**)
- X 11. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE MBC DEWATERING CENTRIFUGES REPLACEMENT (**Manny De Rosa**)(**Attachments**)
- X 12. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE MBC CHEMICAL SYSTEM IMPROVEMENTS, PHASE II (**Manny De Rosa**)(**Attachments**)
13. **INFORMATIONAL** - CITY OF SAN DIEGO PARTICIPATION IN THE STATE REVOLVING LOAN FUND PROGRAM (**Jeanne Cole**)
- X 14. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MEETING CALENDAR FOR 2013 (**Attachment**)
- X 15. METRO TAC UPDATE/REPORT (**Attachment**)
16. IROC UPDATE
17. FINANCE COMMITTEE
18. REPORT OF GENERAL COUNSEL
19. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/ METRO WASTEWATER JPA MEETING **December 6, 2012**
20. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
21. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

The Metro Commission and/or Metro Wastewater JPA may take action on any item listed in this Agenda whether or not it is listed "For Action."

*Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review by contacting L. Peoples at (619) 476-2557 during normal business hours.*

***In compliance with the  
AMERICANS WITH DISABILITIES ACT***

*The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Commission/Metro Wastewater JPA meetings, contact E. Patino at (858) 292.6321, at least forty-eight hours in advance of the meetings.*

# AGENDA ITEM 4

## Attachment



**Meeting of the Metro Commission  
and Metro Wastewater JPA**

**9192 Topaz Way (MOC II) Auditorium  
San Diego, California**

**October 4, 2012**

**DRAFT Minutes**

Chairman Ewin called the meeting to order at 12:01 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

**1. ROLL CALL**

<u>Agencies</u>	<u>Representatives</u>		<u>Alternate</u>
City of Chula Vista	Cheryl Cox	X	Scott Tulloch
City of Coronado	Al Ovrom	X	
City of Del Mar	Donald Mosier	X	
City of El Cajon	Bill Wells		Dennis Davies
City of Imperial Beach	Ed Spriggs	X	
City of La Mesa	Ernie Ewin	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Louis Natividad	X	
City of Poway	Merrilee Boyack	X	Leah Browder
City of San Diego	Jerry Sanders		Roger Bailey
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Jose Lopez		David Gonzalez
Padre Dam MWD	Jim Peasley	X	
Metro TAC Chair	Greg Humora	X	
IROC	Jim Peugh		(No representative)

Others present: Metro JPA General Counsel Paula de Sousa; Metro JPA Secretary Lori Anne Peoples; Robert Yano – City of Chula Vista; Gail Welch – IROC Chair; Bob Kennedy – Otay Water District; Al Lau – Padre Dam Municipal Water District; Edgar Patino, Ann Sasaki and Pete Wong - City of San Diego Public Utilities; Tom Zeleny – City Attorney City of San Diego

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

Commissioner Gonzalez led the Pledge.

**3. PUBLIC COMMENT**

Jill Witkowski representing San Diego Coastkeeper submitted a position paper on potable reuse and requested to be placed on the next Metro JPA agenda for formal discussion and consideration by the members.

**ITEM 12 was heard at this time**

**4. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE  
REGULAR MEETING OF JUNE 7, 2012**

**ACTION:** Upon motion by Commissioner Cox, seconded by Commissioner Ovrom, the June 7, 2012 Minutes were approved with Commissioner Jones abstaining.

**5. ACTION – (IRWM) INTEGRATED REGIONAL WATER MANAGEMENT PLANNING UPDATE**

MetroTAC Chairman Humora provided a brief overview stating that the MetroTAC had received a presentation on the IRWM at their last meeting and determined that participation on the committee would meet the JPA goal to get more involved. The committee meets quarterly, is structurally evolving and will be responsible for pursuing grants. The MetroTAC is suggesting one of their members be appointed to an “official seat” on this committee and is recommending their member, Bob Kennedy, P.E. Senior Civil Engineer with Water Resources, Planning at the Otay Water District. Mr. Kennedy spoke of his background and interest in serving.

**ACTION:** Consensus of the members was to bring this item back for possible consideration and appointment of a member at the next meeting.

**6. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE 2012 METROPOLITAN WASTEWATER PLAN UPDATE**

Pete Wong, P.E. City of San Diego, provided a brief overview of the update noting that the last update had occurred in 2003 and the City of San Diego had been working with MetroTAC since May of 2011 on the update. This plan had been presented to MetroTAC in June 2012 with their conclusions and findings. They are currently in the process of applying for NPDES permits. MetroTAC Chair Humora stated they had heard the presentation and recommended approval.

**ACTION:** Upon motion by Commissioner Jones, seconded by Commissioner Boyack, the update was approved unanimously.

**7. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE AS-NEEDED ENGINEERING CONSULTANT SERVICES FOR 2012-2013**

Pete Wong, P.E. City of San Diego, provided a brief verbal overview of the report noting that the services would be with Brown & Caldwell for a not to exceed amount of \$5 million over a 3 year period. MetroTAC Chair Humora stated they had heard the presentation and recommended approval.

**ACTION:** Upon motion by Commissioner Jones, seconded by Commissioner Boyack, the item was approved unanimously.

**8. ACTION - CONSIDERATION AND POSSIBLE ACTION TO ALLOW MM SAN DIEGO TO SELL EXCESS ELECTRICITY TO MIRAMAR**

Pete Wong, P.E. City of San Diego, provided a brief verbal overview of the report noting that the intent is to sell 1.7 megawatts of electricity to Miramar. They have sold 3.5 megawatts excess electricity to SDG&E but will receive a better price selling the 1.7 to the Marines at Miramar resulting in a \$15,000/year income escalated at 2.75% for revenues of \$250 over 13 years to the Metro Fund. MetroTAC Chair Humora stated they had heard the presentation and recommended approval.

**ACTION:** Upon motion by Commissioner Jones, seconded by Commissioner Peasley, the item was approved unanimously.

**ITEM 11 was heard at this time**

**9. INFORMATIONAL: CITY OF SAN DIEGO REVISED PROCUREMENT PROCESS**

MetroTAC Chair Humora provided a brief review of the revised process. Ann Sasaki stated that all items will continue to be brought to MetroTAC prior to approval. Chair Ewin stated that he wanted to make sure the JPA is always in a position to comment on items before change happens. He requested TAC bring back an action item and for the JPA to look at website treatment – the JPA should continue to see what they have always seen.

**10. INFORMATIONAL: CITY OF SAN DIEGO'S PARTICIPATION IN THE STATE REVOLVING FUND PROGRAM**

San Diego City Staff requested this item be continued to the next meeting.

**11. INFORMATIONAL: POINT LOMA LEASE AGREEMENT**

Pete Wong, P.E. City of San Diego provided a brief verbal overview of the agreement which extends the existing Point Loma Outfall pipeline, diffusers and shoreline protection lease for another 20 years beginning January 1, 2012 and ending December 31, 2031. This item was approved by the San Diego City Council on June 19, 2012.

**12. INFORMATIONAL: PUBLIC UTILITIES DEPARTMENT FY 13 STRATEGIC INITIATIVES**

John Gavares, provided a brief Power Point presentation noting that this was year 2 of the 5 year plan and that the vision/mission contained 4 strategic goals with 10 objectives and 27 initiatives.

Chair Ewin requested John provide a handout with the results of the 1<sup>st</sup> year bulleted with the accomplishments noted to the JPA.

**13. METRO TAC UPDATE/REPORT**

MetroTAC Chair Humora stated they had met in September and covered the items presented on this agenda. Updates are provided for the Commission in the report provided in this agenda package.

**14. IROC UPDATE**

IROC Chair Gail Welch introduced herself and provided a brief verbal update of the items the IROC had been reviewing.

**15. FINANCE COMMITTEE**

Finance Committee Chair Ovrom stated that Karyn was meeting with City of San Diego staff to discuss the closing out of the 2009 audit and getting refunds and the 2010 audit. They plan on meeting this month regarding the 2011 sample selection.

**16. REPORT OF GENERAL COUNSEL**

General Counsel de Sousa stated that the FPPC had developed a new report, California Form 806, which is an agency report of public official appointments. The JPA is responsible for providing information on their IROC appointment and the form will be posted on our website.

**17. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING DECEMBER 6, 2012**

Formal discussion of Coastkeeper position paper presentation and possible action; appointment to IRWM; City of San Diego participation in the State Revolving Fund Program.

**18. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS**

There were none.

**19. ADJOURNMENT**

At 1:08 p.m., there being no further business, Chairman Ewin declared the meeting adjourned.

Recording Secretary

# AGENDA ITEM 6

## Attachment





## **REPORT to the METRO COMMISSION/JPA**

### **From METRO TAC**

**DATE:** November 1, 2012

**Subject:** San Diego Coastkeeper Position Paper

**Background:** At the request of the JPA, the TAC reviewed the San Diego Coastkeeper Position Paper provided to the JPA on 10/4/12. The Paper included a Draft Motion in Support of Potable Reuse and asked the JPA to adopt a policy preferring potable reuse project over desalination projects.

**Recommendation:** TAC recommends not supporting the Draft Motion as written. The primary reason that TAC does not recommend supporting the Draft Motion is that the timing of taking a policy position preferring potable reuse over desalination is not appropriate at this time. The Carlsbad desalination project is in the final stages of the permitting process and potentially could be under construction very soon. There are no potable reuse projects in the San Diego region that are this close to getting permits and approvals for construction. Therefore, it does not make sense at this time to take a position favoring potable reuse over desalination.

**Discussion:** It is important to continue to diversify and expand San Diego's local water supply. The Carlsbad desalination project will increase the local, reliable supply of water.

There are some concerns with the desalination project. One of them being the impact to rate payers.

There may be a point in time at which a policy prioritizing potable reuse over desalination would be appropriate.

The San Diego County Water Authority should be a supporting partner in potable reuse projects moving forward as it has supported this desalination projects

# AGENDA ITEM 8

## Attachment



## **Draft Policy ##**

### **City of San Diego Capital Improvement Project Approval Protocol For Metro Wastewater Contracts**

**Background:** Article VIII of the 1998 Regional Wastewater Disposal Agreement Between the City of San Diego and the Participating Agencies in the Metropolitan Sewerage System (“Metro Sewer Agreement”) establishes the Metro Commission as an advisory body, advising the City of San Diego on matters affecting Metro System and requires the City of San Diego to present the position of the majority of the Metro Commission to the City of San Diego’s governing body in written staff reports.

In an effort to increase transparency and efficiency of its contract delivery systems for capital improvement projects (“CIP”) the City of San Diego adopted Ordinance 2012-73 (“Ordinance”) and Council Policy 000-31 (“Policy”). These reforms were intended to expedite the process for approval of contracts and increase accountability. The Ordinance and Policy also establish the framework for making the information readily available to the stakeholders by using a combination of presentation, stakeholder meetings, and media including the City of San Diego’s Website. The major changes from these reforms are the increase in the City of San Diego Mayor’s authority to award public works contracts and the reduction of the number of capital improvement projects that must go to the San Diego City Council for approval. Specifically, the new Ordinance and Policy require the San Diego City Council to approve public works contracts over \$30 million and consultant contracts over \$1 million. Under the new Ordinance and Policy, once a CIP is approved during the annual budget process the Mayor can approve and execute most contracts for projects under the Council approval threshold level. This streamlined procedure will take months off of the former City of San Diego contract award process.

**Purpose:** In order to ensure fiscal accountability and transparency, and consistent with the requirements of the Metro Sewer Agreement, it is in the best interest of the rate payers that the Metro Wastewater Commission/JPA review and approve contracts and agreements that are for projects for the Metro Wastewater System.

**Policy:** The Metro Wastewater Commission/JPA will review and approve public works contracts and consultant contracts in accordance with the implementation plan set out below. The approval will be in the form of a written report to the City of San Diego.

#### **Implementation:**

- 1. Annual CIP Approval Process:** The CIP budget is developed along with the City of San Diego’s operating budget. The CIP budget process considers project priorities and funding availability. The City of San Diego’s CIP budget process is as follows:

**October to March:** San Diego staff prepares the CIP budget with review of financial management.

**April:** The Mayor releases the proposed budget including the CIP to the public on April 15<sup>th</sup>.

Metro TAC will dedicate each April meeting to reviewing the upcoming year's Metro CIP. San Diego staff will prepare a presentation that will include both a summary of the CIP as well as project details for each project on the CIP list. Each project detail will indicate what the funding source for the project will be (Metro CIP pay-go budget, bond proceeds, grants, etc.).

**May:** Once Metro TAC has reviewed and approved the CIP budget it will be presented to the Metro Commission/JPA at their May meeting for the Commission's review and approval. Any recommended changes will be submitted by City of San Diego staff for inclusion in the Mayor's "May Revision."

**June:** The San Diego City Council reviews final modifications and approves the budget. Once the budget is approved the preparation of the adopted CIP budget will be completed.

**Semi-annually:** "State of the CIP" semi-annual updates will be provided by San Diego staff.

## **2. CIP Transparency Reforms:**

- a) The City of San Diego will maintain a CIP web page that will be updated, at a minimum, quarterly. The web page shall include the following:
  - i) Project status, duration, priority score, project location and description, project justification, operating budget impact, project schedule, summary of project changes, project delivery method, and funding sources;
  - ii) Status and update of all project awards. Projects should be grouped by department and also include the delivery method, actual amount of the contract let, total estimated project cost, funding source, and CIP project description page number;
  - iii) Status and update of all prioritized list of projects that will receive funding if other projects are completed during the fiscal year; and
  - iv) List of projects with construction completion date completed during the fiscal year. Indicate to which project the excess funding (if any) has been transferred.
- b) CIP performance goals and measures tied to the City of San Diego's Strategic Plans and Commitments will be provided, including, but not limited to:
  - i) Total facilities designed and constructed organized within asset types;
  - ii) Average project delivery cost and timeliness data organized to be compared to the Statewide Benchmarking Group's applicable values; and
  - iii) Financial execution of water, sewer, and deferred capital bonds.

**3. Public Works Contract Approval Process:**

- a) Pursuant to the San Diego City Council Ordinance and Policy, public works contracts over \$30M shall be approved by the San Diego City Council.
- b) Pursuant to the San Diego City Council Ordinance and Policy, most public works contracts under \$30M may be approved by the Mayor of San Diego.
- c) Prior to approval by the City Council or Mayor of San Diego, the Metro Wastewater Commission/JPA shall provide a report to San Diego staff with a recommendation for approval of public works contracts.

**4. Consultant Contract Approval Process:**

- a) Pursuant to the San Diego City Council Ordinance and Policy, consultant contracts over \$1M shall be approved by the San Diego City Council.
- b) Pursuant to the San Diego City Council Ordinance and Policy, most consultant contracts under \$1M may be approved by the Mayor of San Diego.
- c) Prior to approval by the City Council or Mayor of San Diego, the Metro Wastewater Commission/JPA shall provide a report to San Diego staff with a recommendation for approval of consultant services agreements.

**Attachments:**

City of San Diego Ordinance 2012-73  
San Diego City Council Policy 000-31

**OLD LANGUAGE: ~~Struck Out~~**

**NEW LANGUAGE: Double Underline**

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2, DIVISION 30 OF THE SAN DIEGO MUNICIPAL CODE BY AMENDING SECTIONS 22.3001 AND 22.3003; BY ADDING NEW SECTION 22.3004; BY REPEALING SECTION 22.3006; BY AMENDING AND RENUMBERING SECTION 22.3007 TO 22.3005; BY AMENDING AND RENUMBERING SECTION 22.3008 TO 22.3006; BY ADDING NEW SECTION 22.3007; BY AMENDING AND RENUMBERING SECTION 22.3009 TO 22.3008; BY ADDING NEW SECTION 22.3009; BY AMENDING SECTION 22.3010; BY REPEALING SECTIONS 22.3011 AND 22.3016; BY AMENDING AND RENUMBERING SECTION 22.3017 TO 22.3011; BY AMENDING AND RENUMBERING SECTION 22.3018 TO 22.3012; BY AMENDING AND RENUMBERING SECTION 22.3019 TO 22.3013; BY REPEALING SECTION 22.3026; BY RENUMBERING SECTION 22.3027 TO 22.3014; BY ADDING NEW SECTIONS 22.3015 AND 22.3016; BY AMENDING AND RENUMBERING SECTION 22.3029 TO 22.3017; BY AMENDING AND RENUMBERING SECTION 22.3036 TO 22.3018; AND BY REPEALING SECTION 22.3037; AMENDING CHAPTER 2, ARTICLE 2, DIVISION 31 BY AMENDING SECTIONS 22.3101, 22.3102, 22.3103, 22.3104, AND 22.3105; AND BY ADDING NEW SECTIONS 22.3106, 22.3107, 22.3108 AND 22.3109; BY AMENDING CHAPTER 2, ARTICLE 2, DIVISION 32 BY AMENDING SECTIONS 22.3201 AND 22.3202; BY REPEALING SECTION 22.3203; BY ADDING NEW SECTION 22.3203; BY AMENDING SECTIONS 22.3204 AND 22.3205; BY ADDING NEW SECTIONS 22.3206 AND 22.3207; BY REPEALING SECTION 22.3211; BY AMENDING AND RENUMBERING SECTION 22.3212 TO 22.3208; BY REPEALING SECTION 22.3213; BY AMENDING AND RENUMBERING SECTION 22.3221 TO 22.3209; BY AMENDING AND RENUMBERING SECTION 22.3222 TO 22.3210; AND BY REPEALING SECTIONS 22.3223 AND 22.3224 ALL RELATING TO CONTRACTING PROCEDURES.

## Chapter 2: Government

### Article 2: Administrative Code

#### **Division 30: Contracting Definitions, Competitive Bidding and Procedures, and Contract Alterations and Procedures**

##### **§ 22.3001 Purpose and Scope of Division**

The purpose of this Division is to provide uniform definitions for Divisions 30, 31, 32, 33, 34, 35, 36, and 368 of Article 2, Chapter 2 of the Municipal Code; to provide a comprehensive, clear procedure for competitively bidding establish general requirements that apply to ~~contracts~~ contracts awarded under these Divisions and public works contracts; and, to provide clarity and consistency in the City's alteration of contracts.

##### **§ 22.3002 Relationship to State Law**

[ No change in text.]

##### **§ 22.3003 Definitions**

Terms defined in Chapter 2, Article 2, Divisions 30, 31, 32, 33, 34, 35, 36, and 368 are indicated by italics. For purposes of Chapter 2, Article 2, these Divisions 30, 31, 32, 33, 34, 35, and 36:

*Agency includes means the State of California federal and state agencies, counties, cities, districts, public authorities and local agencies, joint power agencies authorities, public non-profit corporations wholly owned by a public agency, and any other public or quasi-public entity that the Council may designate by resolution.*

*Announcement means the declaration of the intent to award a contract or a public works contract, by any means of transmission; including U.S. mailing, automated*

~~phone message or Internet posting. The effective date of an announcement by mail is the date that the announcement is deposited in the U.S. mail.~~

~~Award means the acceptance of a bid or proposal by the City's authorized representative.~~

~~Award date or date of award means the date that the City Manager or his designee signs the documents constituting a public works contract, contract, or consultant agreement, and all conditions precedent to award have been satisfied.~~

~~Bidder means a person person or firm who submitsted a bid, proposal, or other document to the City seeking award award of a contract contract, public works contract or consultant agreement. A bidder does not include a subcontractor.~~

~~Brand Name refers to a specific product in specifications for goods, services, or public works.~~

~~City's Public Contracts Code includes means the City's Charter, Municipal Code, Council policies, administrative regulations, past practices, current practices, or any portion of those laws, policies, regulations, or practices, pertaining to contracts contracts or agreements between the City and other party.~~

~~Consultant contract includes means a providers of contract to provide expert or professional services services including, but not limited to, accounting, architectural, engineering, marketing, public relations, management, financial, and legal services, and excludes providers of services.~~

~~Contract includes a contract for goods, a contract for services, or a cooperative procurement contract unless otherwise stated.~~



*Contract for ~~i~~gGoods* includes means an agreement between the City and another party in which the City is a contract for the purchaser of articles, commodities, materials, supplies, equipment, or insurance.

*Contract for ~~i~~nmate ~~s~~Services* means an agreement between the City and an ~~Agency~~ a contract for the use of inmates confined in federal, state or county prisons, or probationers, or parolees ~~to perform services~~.

*Contract for ~~s~~Services* means a contract to provide assistance, labor or maintenance, an agreement between the City and another party in which the City is the purchaser of services, ~~excluding consultant services~~. It includes ~~maintenance contracts~~. A contract for services does not include consultant contracts, contracts for goods, or public works contracts.

*Cooperative ~~p~~Procurement ~~c~~Contract* means a ~~contract~~ contract entered into by the Purchasing Agent and another agency to obtain goods goods or services services for at least two agencies or an ~~agency contract~~ utilizing a bidding process that complies with City requirements.

*Emergency* means an event of great public calamity, such as extraordinary fire, flood, storm, epidemic or other disaster.

*Evaluation Team* means the City team (consisting of one or more members) assembled to review and evaluate bids and proposals.

*General Requirements Contract* means a ~~public works contract~~ which contains a unit price book of detailed specifications and unit prices for typical tasks. Specific

~~construction projects are not contemplated or authorized at the time of award. Work is authorized as required by a separate task order.~~

~~Goods means any articles, commodities, materials, supplies, equipment, or insurance.~~

~~Job order contract means a public works contract awarded on a unit cost basis for all necessary labor, materials, and equipment pursuant to San Diego Charter Section 94.1.~~

~~Maintenance Contracts has the meaning contained in section 65.0201 of this Code means routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.~~

~~Major public works contract means a public works contract valued at of more than \$500,000.~~

~~Minor public works contract means a public works contract valued at less than of \$500,000 or less.~~

~~Person has the same meaning as that in San Diego Municipal Code section 11.0210.~~

~~Protest Body means a panel appointed by the City Manager as needed to review evidence presented by all interested parties to determine whether the evaluation team's contract selection is in accordance with all applicable laws and guidelines.~~

~~Public Meeting means an assemblage of interested persons gathered in response to a notice specifying the time and place where bids will be opened.~~

~~Public Works~~ means the construction, reconstruction, or repair of public buildings, streets, utilities and other public works.

~~Public~~ w~~Works~~ c~~Contract~~ means a ~~e~~contract contract for the construction, reconstruction or repair of public buildings, streets, utilities and other public works, including design-build contracts, construction manager at risk contracts, and job order contracts.

~~Responsible or Responsibility~~ means a bidder's refers to the quality, fitness, and capacity of a bidder to satisfactorily perform the particular requirements of the proposed work. A responsible bidder has the quality, fitness, and capacity to satisfactorily perform the proposed work, while a non-responsible bidder does not.

~~Responsiveness~~ means a ~~bidder's~~ compliance with the bidding instructions.

~~Services~~ means all work provided by ~~persons~~ other than ~~consultants~~. It includes ~~maintenance contracts~~. It excludes ~~public works and goods~~.

~~Sole Source~~ means the recipient of the ~~award of a public works contract, consultant agreement, or contract~~ without competitive selection or bidding.

~~Sole~~ s~~Source~~ c~~Contract~~ means a ~~public works contract, consultant agreement, or e~~contract contract awarded without a competitive selection or bidding process.

~~Task~~ o~~Order~~ means an authorization for to perform construction, reconstruction, repair and maintenance public works issued under a ~~general requirements~~ job order contract or a multiple award design-build contract pursuant to Section 22.3310.

**§ 22.3004 Contractor Standards**

- (a) Prior to awarding a contract, the City shall make a determination that the bidder has the capability to fully perform the contract requirements and the business integrity to justify the award of public funds. The factors the City may consider include, but are not limited to:
- (1) Financial resources, including financial sufficiency under California Labor Code section 2810;
  - (2) Technical qualifications;
  - (3) Experience;
  - (4) Material, equipment, and expertise necessary to carry out the work;
  - (5) A satisfactory record of performance; and
  - (6) A satisfactory record of compliance with applicable statutes and regulations.
- (b) Bidders are required to submit documentation to the City, signed by the bidder under penalty of perjury, to determine if the bidder meets the standards set forth in Section 22.3004(a). To be eligible to bid on public works contracts, bidders must submit the documentation as part of a prequalification process adopted by the City Manager, and be approved by the City prior to bidding on a public works contract. For contracts for goods, contracts for services, and consultant contracts, the documentation may be submitted as part of the bidder's bid, proposal, or other application for a contract.
- (c) During the term of a contract, the contractor shall comply with all applicable local, state and federal laws, including health and safety, labor and

employment, and licensing laws, that affect the employees, worksite or performance of the contract. Each contractor shall notify the City within fifteen calendar days upon receiving written notification that a government agency has begun an investigation of the contractor that may result in a finding that the contractor is or was not in compliance with the laws, or that there has been a finding by a government agency or court of competent jurisdiction of a violation of such laws by the contractor. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by the City.

(d) All contractors shall complete a pledge of compliance provided by the City attesting under penalty of perjury to compliance with the provisions of this Section upon award of each contract, or upon amendment, renewal or extension of a contract if a pledge of compliance was not previously completed. Contractors shall ensure that their subcontractors complete a pledge of compliance attesting under penalty of perjury to compliance with the provisions of this Section.

(e) Violations of the provisions of this Section may be reported to the City Manager who shall investigate such complaint. Whether based upon such complaint or otherwise, if the City has determined that the contractor has violated any provision of this Section, the City shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from the date the notice is deposited in the mail. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the

violation within ten calendar days, then the City Manager may do one, all, or any combination of the following:

- (1) Declare a material breach of the contract and exercise the contractual remedies thereunder, which may include but not be limited to termination of the contract.
  - (2) Declare the contractor to be non-responsible in accordance with the procedures set forth in Section 22.3004(f).
  - (3) Debar the contractor pursuant to Chapter 2, Article 2, Division 8 of the Municipal Code.
- (f) A bidder who is denied the award of a contract because the bidder is not considered to be responsible may contest the City's determination pursuant to the bid protest provisions in Section 22.3017(b).
- (g) A contractor who is determined to be non-responsible and ineligible to bid on public works contracts through the prequalification process may contest the City's determination pursuant to this Section.
- (1) The City Manager shall notify the contractor of the determination of non-responsibility in writing sent by first class, certified or express mail. The notice shall set forth the reasons for the City's determination. The effective date of the notice is the date that the notice is deposited in the mail.
  - (2) The contractor must request a hearing if it desires to contest the City's determination of non-responsibility. The request must be in writing and received by the City Department administering the prequalification program, no later than 5:00 p.m. on the tenth calendar

day after the effective date of the City's notice. The contractor's request shall address the reasons for the City's determination of non-responsibility set forth in the City's notice and explain why the contractor is responsible.

(3) If the tenth calendar day falls on a weekend or City holiday, the deadline to submit a request for a hearing shall be extended to 5:00 p.m. on the first business day following such weekend or holiday.

(4) The hearing shall be held before the City Council's Budget and Finance Committee. At such hearing, the contractor will be allowed to contest the City's determination of non-responsibility and to present evidence that the contractor has the necessary quality, fitness and capacity to perform the work. The Budget and Finance Committee shall make a determination upholding or rejecting the City's determination. A decision by the Budget and Finance Committee shall be final and exhaust the contractor's administrative remedies.

(5) The procedure and time limits set forth in this Section are mandatory and are the contractor's sole and exclusive remedy. Failure to comply with these procedures and time limits shall constitute a waiver of any right to further contest the City's determination of non-responsibility.

(h) The City Manager shall maintain a list of contractors that have been determined to be non-responsible by the City. After two years from the date the contractor has been determined to be non-responsible, the contractor may request removal from the list by the City Manager. If the contractor can

satisfy the City Manager that the contractor has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Section 22.3004(a), its name shall be removed from the list. Unless otherwise removed from the list by the City Manager, names shall remain on the list for five years from the date of declaration of non-responsibility.

- (i) This Section applies to *public works contracts, contracts for goods, contracts for services, and consultant contracts.*

**~~§22.3006 — Bid Initiation; When Advertising in Official Newspaper Required for Public Works Contract~~**

- (a) ~~Major public works contracts that provide for an expenditure of more than \$250,000 shall be advertised for a minimum of one day in the City Official Newspaper; provided, however, that no advertising shall be required for a sole source contract certified by the City Manager in accordance with section 22.3037.~~
- (b) ~~The City Manager may award minor public works contracts without advertising. In lieu of advertising, the City Manager shall follow procedures set forth in Municipal Code Chapter 2, Article 2, Division 36, and in regulations adopted by the City Manager consistent with this Section and Division 36. The Manager's regulations shall ensure that the City seeks competitive prices either orally or in writing and shall ensure that the City Manager has taken those prices under consideration before a minor public works contract is awarded.~~



**§ 22.30075 Insurance and Bonds May Be Required**

- (a) The City is authorized to require vendors, consultants and contractors to provide insurance and surety bonds for ~~contracts~~ contracts and ~~public works contracts~~. Where required, the bidder shall submit proof of insurance or surety bonds, or both, acceptable to the City prior to award. The City may award a contract to the next bidder that meets all requirements when the winning bidder does not meet deadlines for submitting acceptable bond and insurance documents established by the invitation to bid or request for proposals.
- (b) A bidder seeking award of a major public works contract shall include a bid bond with its bid insuring the execution of the contract by the bidder. The amount of the bid bond shall be determined by the City Manager. This bid bond requirement does not apply to sole source contracts, job order contracts, design-build contracts, or construction manager at risk contracts, unless otherwise required by the City Manager.

**§ 22.30086 Issuance of Specifications for Contracts Requiring Bidding**

For ~~contracts~~ contracts awarded through a competitive process pursuant to requiring bidding under ~~d~~Divisions 30 through 36, and 38 of Chapter 2, Article 2 of this Municipal Code:

- (a) ~~When making a procurement, t~~ The City will issue a description (“specifications”) describing for the gGoods, sServices, pPublic wWorks, or Cooperative Procurement Contract consultant services to be procured.

- (b) Bidders are responsible for carefully examining the specifications and all provisions relating to the items to be furnished or the work to be done. Failure to respond as requested may result in rejection of a bid.
- (c) The ~~Purchasing Agent~~ City shall issue invitations to bid or requests for proposals for public works, materials, supplies, equipment, services, consultants, insurance and other public contracts required for the City.

**§ 22.3007 Use of Brand Name in Specifications**

- (a) Any reference to a specific brand name in specifications shall be interpreted as describing a component best meeting the specific operational, design, performance, maintenance, quality, and reliability requirements of the City.
- (b) A bidder may offer an equivalent product in response to a brand name reference. When an equivalent product is offered, the City may test and evaluate the product at the bidder's sole cost and expense. If a bidder refuses to pay for the City to test or evaluate the product and refuses to provide the brand name specified prior to award of the contract, the City may reject the bid.
- (c) At bidder's expense, bidder bears sole responsibility for providing any information, test data or document required by the City to fully evaluate the acceptability of the equivalent product At bidder's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities.
- (d) The City reserves the right, in its sole discretion, to reject a bid containing any equivalent product offered.

- (e) The City may specify when an equivalent product will not be considered or accepted where necessary for compatibility with existing City equipment or systems, to reduce the different types of spare parts held in City inventory, or where patents or other intellectual property rights preclude acceptance of an equivalent product.

**§ 22.30098 Invitations to Bid, Requests for Qualifications and Proposals**

- (a) For ~~contracts~~ required to be bid under divisions 30 through 36 of Chapter 2, Article 2, of this Municipal Code, a An invitation to bid shall be issued for contracts to be awarded on the basis of lowest bid. The invitation to bid shall include specifications that describe the public works, material, supplies, equipment, services, consultants, or insurance with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required and any applicable operational limitations or parameters.
- (b) A request for proposals shall be issued for contracts to be awarded on a basis other than lowest bid. The request for proposals shall include specifications that describe the public works, material, supplies, equipment, services, consultants or insurance with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required and any applicable operational limitations or parameters. The request for proposals shall include a description of the evaluation criteria and the process the City will use to determine the winning proposal.

- (1) The City may negotiate the terms of a contract with the winning bidder based on the request for proposals and bidder's proposal, or award the contract without further negotiation.
- (2) For requests for proposals that do not require the bidder to propose a contract price, if the City and the winning bidder fail to agree on a price, the City may reject the winning bidder's proposal and enter into negotiations with the bidder with the next best proposal.
- (c) The City may issue a request for qualifications or other document to determine the interest of potential bidders or to shortlist or prequalify the field of bidders eligible to submit bids or proposals.

**§ 22.3009 Timely and Responsive Submission of Bids and Proposals**

To be eligible for consideration, bidders are required to submit responsive bids and proposals to the City before the bid closing deadline set by the City. The City may consider a bid or proposal that was mailed before the bid closing deadline even though the bid or proposal is delivered after the bid closing deadline, provided the City finds that acceptance of the bid or proposal is in the best interests of the City and there is no possibility of collusion or fraud in the procurement process.

**§ 22.3010 Addenda to Specifications**

- (a) The City may issue addenda to the specifications where necessary. All addenda shall be considered to be incorporated into the specifications contract.

- (b) Prior to bid submission, each bidder bidder is responsible for determining whether addenda were issued prior to bid submission. Failure to respond to addenda may result in rejection of a bid.

**~~§22.3011~~ — Request for Proposals**

~~When a requesting department seeks a systems acquisition comprising the design and installation of state of the art technological components, the Purchasing Agent may issue a request for proposals which shall sufficiently detail the requested procurement by function, together with any applicable description, operational requirements and all structural and operating environment considerations. The Purchasing Agent may additionally reserve the right to thereafter issue an invitation to bid based on a refinement of concept from any proposal submitted.~~

**~~§22.3016~~ — Timely and Responsive Submission of Bids and Proposals**

~~To be eligible for consideration, bidders are required to submit responsive bids and proposals to the City on or before the bid closing date set by the City. The City may consider a bid or proposal that was submitted before the bid closing date via a delivery medium such as the U.S. mail, even though the bid or proposal arrives after the bid closing date, provided the City finds that acceptance of the bid or proposal is in the best interests of the City and there is no possibility of collusion or fraud in the procurement process.~~

**§ 22.3017 Bid Opening**

- (a) Invitations to bid shall indicate the date, time, and location where bids will be opened. If advertising for submission of bids is required, the bid opening will

~~occur at a Public Meeting.~~ The location of the bid opening shall be a place open to the public.

- (b) Substantial compliance with all of the following provisions renders the bid opening valid for all purposes:
  - (1) All bids will be opened at, or immediately after, the time noticed for the bid opening.
  - (2) No ~~bidder~~ bidder or interested person will be excluded from the ~~Public Meeting~~ bid opening.
  - (3) Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present.
  - (4) Bids will be unsealed and opened in the presence of those attending.
  - (5) The name of the project ~~Public Works, Goods, Services, or Cooperative Procurement~~ will be audibly announced to those present followed by the name of the ~~bidder~~ bidder, the name of the surety, the amount of the bond, and the total amounts or unit amounts bid.
- (c) Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined in the sole discretion of the City employee opening bids.
- (d) Proposals received in response to a request for proposals may be opened at a public bid opening at the discretion of the City.

**§ 22.3018~~2~~ Bid Opening Exceptions**

- (a) ~~Where a Public Meeting is held but no members of the public attend, the bid opening may proceed in accordance with Section 22.3017(b)(3).~~
- (b) In the event of public calamity or some unforeseen event, (including an unusually large number of people in attendance,) that renders it impossible or highly impracticable to open the bids at the time and place specified, the special procedures in Section 22.3018(b)(1)-(2) shall govern. Use of the special procedures shall not invalidate City may change the date, time and location without invalidating the bid opening.
- (1) A sign will shall be continuously posted at the ~~door of the originally specified room~~ location, giving notice of an alternate location of the bid opening, from the time of the public calamity or unforeseen event until completion of the alternate bid opening. An officer or employee of the City will remain by the sign to answer inquiries. Not less than one-quarter hour nor more than one hour after the originally specified time for the opening of bids, the bids may be opened in the alternate ~~room~~ location.
- (2) If it is impossible or impracticable to use the procedure under Section 22.3018 ~~3012~~(ba)(1), the bids will either be returned to the *bidders* or be held unopened for a period of forty-eight hours. After forty-eight, but not later than seventy-two hours after the originally specified time and place of the bid opening, bids may be opened at any hour, provided that every reasonable means has been taken to notify the

respective bidders bidders of the alternate time and place of the reset  
Public Meeting bid opening.

**§ 22.30193      Withdrawal or Modification of Bid or Proposal After Bid Opening**

Any bidder bidder who seeks ~~or withdraw~~ to modify or withdraw a bid or proposal because of the bidder's bidder's inadvertent computational error affecting the bid or proposal price shall notify the City Department where bids or proposals were submitted no later than three working days following the bid closing. The bidder bidder shall provide worksheets and such other information as may ~~by~~ be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder bidder to prove the inadvertent error.

**~~§22.3026~~      Award of Contracts and Public Works Contracts**

- (a) ~~— Except as provided in section 22.3026(b), for *contracts and public works contracts* that are required to be advertised, the City may make the *award* not less than ten calendar days after advertising in accordance with the following:~~
- (1) ~~— Except for *Sole Source Contracts* authorized under section 22.3037, *Public works contracts* under sections 22.3102 and 22.3103 shall be awarded to the lowest *responsible* and reliable *bidder* that meets the specifications.~~
- (2) ~~— *Contracts, excluding public works contracts and consultant agreements, shall be awarded on the basis of the low acceptable bid that best meets City requirements under section 22.3211.*~~



(3) ~~Cooperative procurement contracts~~ under a request for proposal or bid will be awarded on the basis of the proposal best meeting City requirements.

(b) ~~The City is authorized to award contracts and public works contracts to the next bidder that meets all requirements when the apparent successful bidder under section 22.3026(a)(1) or (2) does not meet deadlines for submitting the required bond and insurance documents.~~

**§ 22.302714 Waiver of Defects and Technicalities**

The City may waive defects and technicalities in bids or proposals when to do so is in the best interests of the City.

**§ 22.3015 Rejection of Bids and Proposals**

The City may reject any and all bids or proposals when to do so is in the best interests of the City, and may re-advertise for bids or proposals.

**§ 22.3016 Certification of Sole Source Contract**

(a) When certification of a sole source contract is required by this Article, the City Manager or the Purchasing Agent shall certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

(b) The City Manager or the Purchasing Agent may delegate the sole source certification authority provided by sSection 22.3037(a) 22.3016(a) to the

Assistant City Manager, Deputy City Manager, or any Department Director,  
or equivalent City officers.

**§ 22.302917 Protests of Contract Award**

The purpose of the bid protest procedures in this Section is to protect the public  
interest. This Section is not intended to give losing *bidders* an opportunity to evaluate  
the bid or proposal of the winning *bidder* to have the award overturned and secure the  
contract for itself.

(a) A non-selected *bidder* who is not selected for contract award may protest the  
award award of a ~~contract~~ contract, ~~public works contract~~, or consultant  
agreement to another *bidder* to the selected *bidder* by submitting a written  
Notice of Intent to Protest protest.

(1) For contracts awarded pursuant to an invitation to bid, which shall the  
protest must be received by the City Department administering the  
contract ~~award~~ award, no later than 5:00 p.m. on the tenth calendar  
days after the date of the bid opening.

(2) For contracts awarded pursuant to a request for proposals, the protest  
must be received by the City Department administering the contract  
award, no later than 5:00 p.m. on the tenth calendar day after the  
City's ~~announcement~~ of the selected notifies the *bidders* of the  
winning proposal or no later than ten calendar days from the date that  
the City issues notice of designation of a *bidder* as non-responsible.

(3) Notwithstanding subsections (1) and (2) above, if a *bidder's* bid or  
proposal is rejected as non-responsive, the protest must be received by

the City Department administering the contract award, no later than 5:00 p.m. on the tenth calendar day after the City notifies the *bidder* that the bid or proposal is being rejected.

(4) The City's notification under subsections (2) and (3) above may be by any reasonable means, including but not limited to U.S. mail, electronic mail (e-mail), automated phone message or internet posting. The effective date of notice by mail is the date that the notice is deposited in the mail. The effective date of all other means of notice is the date it is transmitted.

(5) If the tenth calendar day falls on a weekend or City holiday, the protesting *bidder* may submit the Notice of Intent to protest on deadline to submit a protest shall be extended to 5:00 p.m. on the first work business day following such weekend or holiday. The City shall disclose the method of *announcement* to all *bidders* in the bid documents. Failure to submit a timely Notice of Intent to Protest shall bar consideration of a protest.

(b) A *bidder* who is denied the award of a contract because the *bidder* is not considered to be *responsible* may contest the City's determination by submitting a written protest.

(1) The protest must be received by the City Department administering the contract award no later than 5:00 p.m. on the tenth calendar day after the City notifies the *bidder* it is not a *responsible bidder*. The City's notification may be by any reasonable means, including but not limited to U.S. mail, electronic mail (e-mail), automated phone

message or internet posting. The effective date of notice by mail is the date that the notice is deposited in the mail. The effective date of all other means of notice is the date it is transmitted.

- (2) A *bidder* may request a hearing to present evidence contesting the City's determination that it is not a *responsible bidder*. The protest hearing shall be conducted in accordance with Council Policy. The request for a hearing must be made in writing and submitted with the *bidder's* protest.
- (b ~~c~~) The Notice of Intent to Protest ~~protest~~ must be identified as a "bid protest" in the subject line or title of the document, and shall clearly state all legal and factual grounds claimed for the protest and include any supporting documentation. Any grounds not raised in the written protest are deemed waived by the *bidder*. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.
- (e) ~~—The City Department administering the contract *award* shall review the Notice of Intent to Protest to determine whether it complies with section 22.3029(b) and whether a Protest Hearing is required under section 22.3029(d).~~
- (d) ~~—A protesting *bidder* may present evidence at a Protest Hearing only when the alleged grounds for the protest are as follows: (1) The City failed to follow procedures or requirements specified in the Request for Bids or Request for Proposals or equivalent, including any amendments; (2) City employees or~~

~~evaluation team members engaged in misconduct or impropriety; (3) the City's designation of the protesting *bidder* as non-*responsible* was incorrect. A protesting *bidder* shall not be entitled to a hearing to protest its own or another *bidder's* *responsiveness*; however, the City Manager may exercise discretion and allow a *bidder* designated as non-*responsive* by the City Department to file a Formal Protest, pursuant to the Formal Procedures set forth under this section 22.3029, if the City Manager determines that a hearing is necessary to resolve a relevant factual issue that cannot be determined from the face of a bid document or proposal.~~

- ~~(e) — After review of a *bidder's* Notice of Intent to File a Protest, the City Department will provide written notice to the *bidder* of its determination, detailing the factual basis for the City's determination. Service of the City Department's determination shall be made in accordance with one of the methods listed in Municipal Code section 11.0301.~~
- ~~(f) — If the *bidder* desires to continue its protest notwithstanding the City Department's determination, the *bidder* must submit a written Formal Protest, which shall be received by the City Department administering the contract *award* within ten calendar days of service of the City Department's determination. If the tenth calendar day falls on a weekend or City holiday, the protesting *bidder* may submit the Formal Protest on the first work day following such weekend or holiday. Failure to file a timely written Formal Protest shall bar consideration of the Formal Protest.~~
- ~~(g) — The written Formal Protest shall include a detailed factual response to the City Department's determination, including all supporting documentation. The~~

~~bidder shall also include a bid protest bond in any of the following forms: a surety bond from a California licensed surety, an irrevocable standby letter of credit, certified check, cashier's check or money order, made payable to the City of San Diego. The bid protest bond shall be in the following amounts:~~

<del>Contract Value (\$)</del>	<del>Bond Amount</del>
<del>Less than 250,000</del>	<del>\$5,000</del>
<del>250,000 — 1,000,000</del>	<del>\$10,000</del>
<del>Greater than 1,000,000</del>	<del>\$25,000</del>

- ~~(h) The City Manager shall appoint a *Protest Body* and determine whether the grounds stated in the written Formal Protest meet the requirements for a Protest Hearing, as set forth in this section 22.3029. The *Protest Body* shall conduct the Protest Hearing in accordance with the Policy approved by City Council. The *bidder's* failure to comply with Formal Protest procedures set forth in the Policy approved by City Council shall bar further consideration of the *bidder's* Formal Protest.~~
- ~~(i) If the *Protest Body's* decision upholds the determination of the City Department regarding the *award*, the *Protest Body*, at its discretion, may assess the City's costs of the Protest Hearing. The *bidder* shall then pay the assessed costs within thirty calendar days of service of the decision; otherwise the City may deduct the assessed costs from the bid protest bond provided by the *bidder*.~~
- ~~(j) The decision of the *Protest Body* shall be issued in accordance with the Policy approved by City Council and shall become final on the date of service of the~~

decision, in accordance with one of the methods listed in Municipal Code section 11.0301.

- (d) The City shall not award the contract being protested until after the City issues a written decision on the *bidder's* protest. The City's written decision shall be final and exhaust the *bidder's* administrative remedies.
- (e) The procedure and time limits set forth in this Section are mandatory and are the *bidder's* sole and exclusive remedy. Failure to comply with these procedures and time limits shall constitute a waiver of any right to further pursue a protest.
- (~~k~~ f) The *bidder's* filing of a Notice of Intent to File a Protest or written Formal Protest protest shall not preclude the City Manager from rejecting all bids or proposals and rebidding re-advertising a ~~contract~~ contract. Rejecting all bids or proposals shall render a protest moot and terminate all protest proceedings.

**§ 22.303618 Alterations in Contracts, and Public Works Contracts**

- (a) For public works projects previously approved and appropriated through the Annual Capital Improvements Program budget, the City Manager is authorized to make alterations to *major public works contracts* without City Council approval provided that:
  - (1) The cost of each alteration does not increase the contract amount by more than \$500,000; and
  - (2) The cost of the alterations do not cause the project to exceed the total amount authorized for the project by ordinance or resolution; and

(3) The alterations are necessary to fulfill the purpose of the contract; and

(4) The alterations to the contract are made by written agreement.

(a ~~b~~) ~~Except as provided in section 22.3036(b), whenever it becomes necessary to make alterations in contracts~~ For all other contracts, and public works contracts, the City Manager shall make alterations only when authorized by the Council, unless such alterations meet all of the following criteria: the City Manager or the Purchasing Agent is authorized to make alterations without City Council approval provided that:

- (1) The cost of each alteration does not increase the ~~contract~~ contract or the ~~public works contract~~ amount by more than \$200,000; and
- (2) The cost of the alterations does not cause the project to exceed the total amount authorized for the project by ordinance or resolution; and
- (3) ~~The City Manager certifies that the~~ alterations are necessary to fulfill the purpose of the ~~contract~~ contract; and
- (4) The alterations to the contract are made by written agreement in ~~writing between the contractor and the City Manager; and~~
- (5) The cost of the alterations does not cause the contract to exceed the amount of the City Manager's or Purchasing Agent's authority to award contracts without City Council approval established in this Article.

(b) ~~Notwithstanding the limitation provided by section 22.3036(a), in any contract for the construction of the South Bay Ocean Outfall let pursuant to~~



~~cooperative agreement with Environmental Protection Agency and the International Boundary and Water Commission, the City Manager may approve alterations without authorization of the Council, provided that the cost of each alteration does not exceed five percent of the original prime contract value and provided that all other criteria in section 22.3036(a) are met.~~

**~~§22.3037~~ City Manager's Certification of Sole Source Contract**

- ~~(a) The City Manager may certify that a sole source contract is justified because strict compliance with competitive selection or bidding requirements would be unavailing, or would not produce an advantage, or would be undesirable, impractical, or impossible.~~
- ~~(b) The City Manager may delegate the sole source certification authority provided by section 22.3037(a) to the Assistant City Manager, Deputy City Manager, or any Department Director.~~

**Division 31: Public Works Contracts**

**§22.3101 Purpose**

~~This Division is intended to establish procedures for contracting for public works, and to clarify when competitive bidding is required, for major establishes requirements and procedures for the award of public works contracts. It also authorizes general requirements contracts under limited circumstances.~~

**§22.3102 When City Manager's Authority to Award Major Public Works Contracts May be Awarded by City Manager**

- ~~(a) Except as otherwise provided in this Article, The City Manager may award award a major public works contract that provides for an expenditure of an~~

amount equal to or less than \$1,000,000 \$30,000,000 without City Council approval, provided that the following requirements are met:

- (1) ~~T~~the major public works project public works project was previously approved identified and appropriated through the Annual Capital Improvements Program (CIP) budget; and
  - (2) ~~T~~the major public works contract has been advertised as described in Section 22.31006 or has been certified by the City Manager as a *sole source contract* in accordance with ~~s~~Section 22.3037 3016; and
  - (3) ~~T~~the major public works contract is in writing.
- (b) Except as otherwise provided in this Article, the award of A~~all other major public works contracts that do not meet the requirements of Section 22.3012(a) are required to~~ must be authorized approved by the City Council before being awarded by the City Manager.
- (c) Notwithstanding Section 22.3102(a), when the Annual Capital Improvements Program budget is approved the City Council may, by resolution, require certain major public works contracts for projects in the budget be returned to City Council for approval prior to award.
- (d) The City Manager may award minor public works contracts without City Council approval pursuant to Chapter 2, Article 2, Division 36 of the Municipal Code. ~~The City Council may authorize the City Manager to award a public works contract if it has met the following requirements:~~
- (1) ~~the public works contract~~ has been advertised as described in Section 22.3006; and
  - (2) ~~the public works contract~~ is in writing; and

- ~~(3) the City Council has authorized the necessary expenditure of funds for the *public works contract*.~~

**22.3103 City Manager's Authority to Award General Requirements Job Order Contracts**

- (a) ~~General Requirements Contracts~~ *Job order contracts* for public works may be awarded by the City Council under written agreement Manager under the provisions of Section 94.1 of the City Charter, subject to the limitations of ~~Section 22.3103(a)-(d)~~ provided that:
- (1) The specifications were advertised in accordance with Section 22.30106.
  - (2) The specifications provided for sealed competitive bidding on unit-cost terms for all labor, material, and equipment necessary to perform all work contemplated for individual ~~Task Orders~~ *task orders*.
  - (3) The General Requirements Contract period for award of *task orders* under *job order contracts* does shall not exceed a term of two years, in duration. *Job order contracts* may have a duration of longer than two years only as necessary to complete outstanding *task orders* that were awarded within the two year period.
  - (4) The *job order contract* does not contain any provision which would guarantee the contractor cumulative *task orders* in excess of \$50,000.
- ~~(b) If a General Requirements Contract is awarded for a term less than two years, one or more extensions may be awarded but the entire term of the requirements contract, including extensions, may not exceed two years.~~

- ~~(c) — A General Requirements Contract may not contain any provision which would guarantee the contractor cumulative Task Orders in excess of \$50,000.~~
- ~~(bd) A General Requirements Contract job order contract may not exceed the sum of \$10,000,000 for the time in which the requirements contract is effective, including any extensions without City Council approval.~~

**§22.3104 City Manager's Authority to Award Task Orders Under Job Order Contracts**

- ~~(a) — Following award of a General Requirements Contract by the Council, the City Manager may thereafter identify and issue Task Orders under the General Requirements Contract and shall certify in accordance with Section 22.3104(b) that the public will not benefit from strict compliance with the competitive bidding requirements of Charter section 94 for the Task Order because, under the particular circumstances, one or more of the following criteria have been met:
  - ~~(1) — strict compliance with the competitive bidding requirements will work an incongruity and not affect the final result; or~~
  - ~~(2) — strict compliance will not produce an advantage; or~~
  - ~~(3) — advertising for bids is undesirable because it will be practically impossible to obtain what is needed or required.~~~~
- ~~(b) — The duty to provide the certification set forth in Section 22.3104(a) may not be delegated or executed by any person other than the City Manager, except that the City Manager may authorize the Assistant City Manager, and Deputy City Manager, or any Department Director to make the certification.~~

- (e a) An individual Task Order task order may not exceed the sum of \$500,000 \$1,000,000 without City Council approval, except in the case of a bona fide emergency affecting health, safety, or property.
- ~~(d) — Upon a decision by the City Manager to issue a Task Order exceeding \$250,000, the City Manager shall immediately inform the City Auditor and Comptroller in writing of the decision, the project or task for which the Task Order is issued, and the facts justifying the certification issued pursuant to Section 22.3104(a).~~
- (e b) The City Manager is prohibited from subdividing any public work which logically should be performed as a single contract transaction requiring the expenditure of more than \$500,000 \$1,000,000 into separate Task Orders task orders requirements for purposes of avoiding this limitation.

**§22.3105 Use of City Forces**

- (a) City forces shall not be used on a public works projects if the cost of using City forces therefor exceeds the sum of \$100,000 unless the City Council has approved use of City forces on ~~these~~ the projects. When City Council approval is required, the City Manager shall indicate justification for the use of City forces and shall indicate whether the work can be done by City forces more economically than if let by contract.
- (b) The City Manager may exercise his or her discretion of the use of City forces on a public works project when the cost of using City forces therefor does not exceed ~~the amount of~~ \$100,000.

**§ 22.3106 Advertising of Public Works Contracts**

- (a) Major public works contracts shall be advertised for a minimum of one day in the City official newspaper at least ten days before the deadline to submit bids or proposals.
- (b) The City Manager may award minor public works contracts without advertising. In lieu of advertising, the City Manager shall follow procedures set forth in Chapter 2, Article 2, Division 36 of the Municipal Code.

**§ 22.3107 Award of Public Works Contracts**

- (a) Major public works contracts of \$1,000,000 or more shall be awarded through a competitive process according the project delivery method:
  - (1) Design-build contracts shall be awarded pursuant to Chapter 2, Article 2, Division 33 or 34 of the Municipal Code.
  - (2) Job order contracts shall be awarded to the responsible and reliable bidder with the lowest total unit cost.
  - (3) Construction manager at risk contracts shall be awarded pursuant to Chapter 2, Article 2, Division 38 of the Municipal Code.
  - (4) All other major public works contracts of \$1,000,000 or more shall be awarded to the lowest responsible and reliable bidder.
- (b) Major public works contracts of more than \$500,000 and less than \$1,000,000 shall be awarded through a competitive process pursuant to Section 22.3107(a), except that the City Manager may include a bid discount pursuant to Chapter 2, Article 2, Division 36 of the Municipal Code.

- (c) *Minor public works contracts* shall be awarded through a competitive process pursuant to Chapter 2, Article 2, Division 36 of the Municipal Code.

**§22.3108 Exceptions to Advertisement and Competitive Award of Public Works Contracts**

- (a) Unless otherwise authorized by Section 22.3614, *public works contracts* may be awarded by the City Manager without advertisement and competition when the public interest or necessity demands the immediate expenditure of public money to safeguard life, health or property due to extraordinary fire, flood, storm, epidemic or other disaster, provided that:
- (1) The City Manager immediately reports the emergency award and its justifications to the City Council in writing; and
  - (2) The City Council ratifies the award by resolution and by a two-thirds vote.
- (b) *Public works contracts* may be awarded by the City Manager without advertisement and competition if the City Manager certifies a *sole source contract* is necessary pursuant to Section 22.3016. If the justification of the *sole source contract* is the emergency nature of the project, the City Manager shall notify the City Council and obtain the City Council's approval pursuant to Section 22.3108(a).

**§22.3109 Public Information on Public Works Projects**

- (a) The City Manager shall post a list of all City public works projects over \$250,000 on the City's website. The list shall include, at a minimum:
- (1) The name and location of each project;
  - (2) The type of facility involved;
  - (3) The estimated cost of the project;
  - (4) The estimated start and completion dates; and

(5) The level of participation by Small Local Business Enterprises, as defined in Section 22.3603.

(b) The City Manager shall post this list on the City's website by July 1, 2012, or the effective date of this Section, whichever occurs later, and shall ensure the list remains current.

(c) The City Manager may post additional information not required by this Section or Council Policy.

### **Division 32: Contracts for Personal Services, Goods, and Consultants**

#### **22.3201 Purpose and Intent**

This Division establishes requirements for award of contracts other than *public works contracts* is intended to specify the circumstances under which ~~contracts~~ for Goods, Services and Cooperative Procurement and Consultant ~~contracts~~ may be entered into and whether a *contract* for Goods, Services and Cooperative Procurement must be competitively bid.

#### **§22.3202 Authority to Enter Contracts; Competitive Bid Process Required**

The Purchasing Agent is authorized to enter into ~~contracts upon request~~ contracts on behalf of City departments. Except as provided in Sections 22.3212, 22.3221 and 22.3222, all *contracts*, All contracts shall be awarded through a competitive process in accordance with Section 22.3211. unless otherwise provided in this Division. The City Manager may exercise the authority granted to the Purchasing Agent by this Division.



**§22.3203 — ~~Use of Brand Name in Specifications; Offers of “Or Equals”; Testing~~**

~~(a) — Any reference to a specific Brand Name in specifications is illustrative only.~~

~~A reference to a Brand Name describes a component best meeting the specific operational, design, performance, maintenance, quality, and reliability requirements of the City.~~

~~(b) — A bidder may offer an equivalent (“or equal”) in response to a Brand Name reference. When an “or equal” is offered, the City may test and evaluate the product prior to award of the contract.~~

~~(c) — At bidder’s expense, bidder bears sole responsibility for providing any information, test data or document required by the City to fully evaluate the acceptability of the “or equal.” At bidder’s expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities.~~

~~(d) — The City reserves the sole right to reject a bid containing any “or equal” offered.~~

~~(e) — Exceptions to Section 22.3203(a) (d) are permissible for procurement for replacement parts, or for testing and evaluation purposes or where compatibility with existing City equipment is mandated.~~

**§22.3203      Competitive Process for Contracts for Goods and Services**

Except as otherwise provided in Section 22.3208, contracts for goods and contracts for services shall be awarded through a competitive process based on the estimated amount of City funds to be paid to the winning bidder under the contract.

(a)      A competitive process is not required for contracts of \$5,000 or less.

- (b) For contracts greater than \$5,000 but equal to or less than \$10,000, the Purchasing Agent may award the contract but shall seek competitive prices either orally or in writing.
- (c) For contracts greater than \$10,000 but equal to or less than \$50,000, the Purchasing Agent may award the contract but shall solicit written price quotations from at least five potential sources.
- (d) For contracts greater than \$50,000 but equal to or less than \$1,000,000, the Purchasing Agent may award the contract only after advertising for sealed bids or proposals for a minimum of one day in the City official newspaper at least ten days before bids or proposals are due.
- (e) For contracts greater than \$1,000,000, the Purchasing Agent shall advertise for sealed bids or proposals for a minimum of one day in the City official newspaper at least ten days before bids or proposals are due.

**§22.3204 Subdividing Purchase Prohibited**

The Purchasing Agent is prohibited from subdividing into two or more purchases any purchase of ~~g~~Goods or ~~s~~Services for an expenditure of \$50,000 or more that logically should be made as a single transaction if the purpose of the subdividing is to avoid the bidding requirements of the San Diego Municipal Code and the City Charter.

**§22.3205 Civil Service Commission Review**

All *contracts for Services* for services shall be reviewed by the Civil Service Commission in accordance with Section 23.1801.

**§22.3206 Award of Contracts for Goods and Services**

- (a) Except as provided in Section 22.3206(b), the Purchasing Agent shall award contracts for goods and contracts for services to the bidder offering the best value to the City, considering price and other factors. The City may consider the following factors in evaluating which bid or proposal offers the best value to the City: unit cost, life cycle cost, economic cost analysis, operating efficiency, warranty and quality, compatibility with existing equipment, maintenance costs (including the costs associated with proprietary invention), experience and responsibility of the bidder, and any additional factors the City deems relevant.
- (b) The Purchasing Agent may award contracts for goods and contracts for services to the lowest responsible and reliable bidder if the Purchasing Agent determines that the quality of the goods or services in responsive bids will be substantially equal and that the primary difference between bids will be the price.
- (c) Unless otherwise provided in this Division, contracts for goods and contracts for services that exceed \$1,000,000 as awarded, amended or extended, must be approved by the City Council.

**§22.3207 Award of Consultant Contracts**

- (a) The Purchasing Agent may award a consultant contract without City Council approval if:
- (1) The consultant contract does not exceed \$250,000; and

- (2) The total cumulative amount of contract awards to the consultant, including the current award, does not exceed \$250,000 in any given fiscal year.
- (b) Notwithstanding Section 22.3207(a), the Purchasing Agent may award a consultant contract to provide architectural or engineering services for a public works project without City Council approval provided that:
- (1) The public works project was previously identified and appropriated through the Annual Capital Improvements Program budget; and
- (2) The Annual Capital Improvements Program budget is the source of funding for the consultant contract; and
- (3) The consultant contract does not exceed \$1,000,000; and
- (4) The total cumulative amount of contract awards to the consultant, including the current award, does not exceed \$1,000,000 in any given fiscal year.
- (c) All other consultant contracts must be approved by the City Council.
- (d) Notwithstanding Section 22.3207(b), when the Annual Capital Improvements Program budget is approved, the City Council may, by resolution, require certain consultant contracts to provide architectural and engineering services for projects in the budget be returned to City Council for approval prior to award.

**§22.3211 — Contracts Required to be Competitively Awarded**

- (a) When a contract provides for an expenditure greater than \$5,000, but equal to or less than \$10,000, the Purchasing Agent may award the contract but shall seek competitive prices either orally or in writing.

- (b) ~~When a *contract* provides for an expenditure greater than \$10,000 but equal to or less than \$50,000, the Purchasing Agent may award the *contract* but shall solicit written price quotations from at least five potential sources.~~
- (c) ~~When a *contract* provides for an expenditure greater than \$50,000 but equal to or less than \$1,000,000, the Purchasing Agent may award the *contract* only after advertising it for a minimum of one day in the City Official Newspaper.~~
- (d) ~~When a *contract* provides for an expenditure greater than \$1,000,000, the Purchasing Agent shall advertise for sealed proposals for a minimum of one day in the City Official Newspaper and shall obtain the City Council's approval to award the *contract*.~~
- (e) ~~Maintenance *contracts* are required to be competitively bid pursuant to Section 22.3211. Maintenance *contracts*, however, may be awarded to other than the lowest bidder pursuant to Sections 65.0213(b) and 65.0214(e).~~

**§22.32123208 Contracts Not Required to be Competitively Bid Awarded**

The following contracts ~~*contracts*~~ listed in section 22.3212(a) (g) are not required to be competitively bid may be awarded by the Purchasing Agent without advertisement or a competitive process:

- (a) A ~~*contract*~~ contract that provides for an expenditure of less than \$5,000. ;
- (b) A ~~*cooperative procurement contract*~~ in an amount less than \$10,000. ;
- (c) A contract necessary to safeguard life, health, or property due to extraordinary fire, flood, storm, epidemic, or other disaster, provided that:
  - (1) The Purchasing Agent immediately reports the emergency award and its justifications to the City Council in writing; and

- (2) The City Council ratifies the award by resolution and by a two-thirds vote. A contract to remedy an emergency that affects public health or safety, provided that:
- (1) ~~The Purchasing Agent immediately reports the emergency award and its justifications to the City Council; and~~
- (2) ~~The Council by resolution acknowledges and ratifies the procurement;~~
- (d) A cooperative procurement contract administered awarded by another agency  
provided that:
- (1) ~~The City Manager~~ Purchasing Agent certifies in writing that the *cooperative procurement contract* is in the best interests of the City;  
and
- (2) The cooperative procurement is to the City's economic advantage; and
- (3) The agency's bidding process substantially complies with the City's competitive bidding requirements.
- (e) A sole source contract certified by the Purchasing Agent pursuant to Section 22.3016, provided that if the justification of the sole source contract is the emergency nature of the project, the Purchasing Agent notifies the City Council and obtains the City Council's approval pursuant to Section 22.3208(c). ~~A contract that is available from a Sole Source only, if, in advance of the contract, the City Manager certifies in writing in accordance with Section 22.3037 the Sole Source status of the provider;~~
- (f) Annual blanket purchase orders for an expenditure greater than \$5,000 for commercially available materials and supplies, provided that they are:

- (1) ~~Required~~ by City forces for immediate completion of work in progress; and
- (2) ~~Not~~ normally kept in City stores; and
- (3) ~~Less~~ than \$50,000.
- (g) *Contracts for inmate services* ~~for Inmate Services~~ which comply with Section 22.322109.
- (h) *Contracts for services* ~~for Services~~ with Agencies agencies or ~~Non-Profit~~ Organizations which comply with Section 22.32210.

**~~§22.3213~~ — Factors to Determine Whether Bid Meets Specifications**

~~The City may consider the following factors in evaluating whether a bid or proposal best meets City requirements and gains the best economic advantage for the City: unit cost, life cycle cost, economic cost analysis, operating efficiency, warranty and quality, compatibility with existing equipment, maintenance costs (including the costs associated with proprietary invention), experience and responsibility of the bidder, and any additional factors the City deems relevant.~~

**~~§22.322109~~ Manager's Authority to Enter Contracts For Inmate Services**

~~The City Manager Purchasing Agent may enter award a *contract for inmate services* for Inmate Services without City Council action approval provided that all of the following conditions are met:~~

- (a) ~~The City Manager Purchasing Agent has certified in writing that the *contract* contract is in the public interest; and~~
- (b) ~~The *contract* contract does not exceed \$500,000 per year; and~~
- (c) ~~The City Manager Purchasing Agent has considered all of the following:~~

- (1) ~~whether the Agency~~ Whether the agency agrees to direct supervision of the workers; and
- (2) ~~whether the Agency~~ Whether the agency agrees to provide workers' compensation insurance for the workers; and
- (3) ~~whether the Agency~~ Whether the agency agrees to indemnify, protect, defend, and hold the City harmless against any and all claims alleged to be caused or caused by any act or omission of the worker or Agency employee.

**§22.322210 City Manager's Authority to Enter Contracts for Services with Agencies or and Non-Profit Organizations**

The City Manager Purchasing Agent may enter award ~~contracts~~ for ~~Services~~ for services with to any Agency agency or with to any non-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code without City Council ~~action~~ approval, provided that all of the following conditions are met:

- (a) The City Manager Purchasing Agent has certified in writing that the ~~contract~~ contract furthers a specific public policy; and
- (b) The City Manager Purchasing Agent has certified in writing that the ~~contract~~ contract is in the public interest; and
- (c) The ~~contract~~ contract does not exceed \$500,000 per year; and
- (d) The City Manager Purchasing Agent has considered all of the following:
  - (1) ~~whether the Agency~~ Whether the agency or non-profit organization agrees to direct supervision of the workers; and



- (2) ~~whether the Agency~~ Whether the *agency* or non-profit organization agrees to provide workers' compensation insurance for the workers; and
- (3) ~~whether the Agency~~ Whether the *agency* or non-profit organization agrees to indemnify, protect, defend, and hold the City harmless against any and all claims alleged to be caused or caused by any act or omission of the worker or ~~Agency~~ *agency* employee.

**~~§22.3223~~ — Consultant Contracts**

~~Except as otherwise provided by Charter or ordinance, the City Manager may enter a contract with a Consultant to perform work or give advice without first seeking Council approval provided that both of the following conditions exist:~~

- ~~(a) — the contract and any subsequent amendments do not exceed \$250,000 in any given fiscal year; and~~
- ~~(b) — the total amount of contract awards to the Consultant, including the current award, in any given fiscal year does not exceed \$250,000.~~

**~~§22.3224~~ — Contractor Standards**

- ~~(a) — Prior to awarding a contract greater than \$50,000, the City shall make a determination that the bidder has the capability to fully perform the contract requirements and the business integrity to justify the award of public tax dollars. Among the factors to be considered are: (1) financial resources, including financial sufficiency under California Labor Code Section 2810; (2) technical qualifications; (3) experience; (4) material, equipment, and expertise necessary to carry out the work; (5) a satisfactory record of~~

performance; and (6) a satisfactory record of compliance with applicable statutes and regulations.

~~(b) — As part of its bid, proposal, or other application for a contract, a bidder will be required to submit a response, under penalty of perjury, that will seek to determine if the bidder meets the standards set forth in paragraph (a) of this Section.~~

~~(c) — During the term of a contract, the contractor shall comply with all applicable local, state and federal laws, including health and safety, labor and employment, and licensing laws, that affect the employees, worksite or performance of the contract. Each contractor shall notify the Purchasing Agent within fifteen calendar days upon receiving notification that a government agency has begun an investigation of the contractor that may result in a finding that the contractor is or was not in compliance with said laws, or that there has been a finding by a government agency or court of competent jurisdiction of a violation of such laws by the contractor. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.~~

~~(d) — Upon award, amendment, renewal, or extension of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with this section. Contractors shall ensure that their subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury to compliance with this section.~~

- ~~(e) — Violations of this Article may be reported to the City Manager who shall investigate such complaint. Whether based upon such complaint or otherwise, if the City has determined that the contractor has violated any provision of this Article, the City shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the City Manager may do one or both of the following:~~
- ~~(1) — Declare a material breach of the *contract* and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the *contract*; or~~
- ~~(2) — Declare the contractor to be non-responsible in accordance with the procedures set forth in subsection (f) of this section.~~
- ~~(f) — Before declaring a contractor non-responsible, the City Manager shall notify the contractor of the proposed determination of non-responsibility, serve a summary of the information upon which the determination is based, and provide the contractor with an opportunity to be heard in accordance with applicable law. Upon request, the contractor is entitled to a hearing before the City's Budget and Finance Committee. At such hearing, the contractor will be allowed to rebut adverse information and to present evidence that the contractor has the necessary quality, fitness and capacity to perform the work. The Budget and Finance Committee shall make a determination upholding or rejecting the City Manager's declaration, and shall forward its determination to the City Council for review and approval or rejection. A determination by~~

~~the City Council shall be final and constitute exhaustion of the contractor's administrative remedies.~~

~~(g) — The Purchasing Agent shall maintain a list of contractors that have been determined to be non-responsible by the City. After two years from the date the contractor has been determined to be non-responsible, the contractor may request removal from the list by the City Manager. If the contractor can satisfy the City Manager that the contractor has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in subsection (a) of this section, its name shall be removed from the list. Unless otherwise removed from the list by the City Manager, names shall remain on the list for five years from the date of declaration of non-responsibility.~~

~~(h) — This section applies to all *contracts, Consultant agreements, Maintenance Contracts and Public Works Contracts*~~

TCZ:mb  
02/21/12  
03/23/12 Rev.  
Or.Dept:Mayor  
Doc.No:343164

## COUNCIL POLICY

Request for Council Action

A 21st Century Capital Improvements Process: Streamlining and Transparency Recommendations

Attachment 6

SUBJECT: CAPITAL IMPROVEMENT PROGRAM TRANSPARENCY

POLICY NO.: 000-31

EFFECTIVE DATE: TBD

### BACKGROUND:

In 2012 the City Council approved a number of measures to streamline the City's Capital Improvements Projects (CIP) delivery systems. The CIP streamlining reforms will expedite the process of harnessing scarce resources on job-generating projects that revitalize our neighborhoods. However, the streamlining measures require an increased transparency to enable the City Council and the public to provide oversight of the City's CIP program.

### PURPOSE:

This policy establishes the standard requirements for enhancing CIP transparency and improving access to publicly available information related to the CIP. It also establishes the framework for making the information readily available to the stakeholders by using a combination of presentations to the City Council, stakeholder meetings, and media including the City's Website.

### DEFINITIONS:

*Change Order* means a written order to the contractor signed by the City directing an addition, deletion, or revision in the Public Works Contract, or an adjustment in the contract price or the contract time issued after the effective date of the contract.

*CIP* means the City's Capital Improvement Program.

*CIP Budget Document* means City of San Diego's fiscal year CIP Budget.

*CIPRAC* means the Capital Improvement Program Review & Advisory Committee consisting of the Mayor's staff to advise the mayor on the CIP related matters e.g., projects listing and prioritizations.

*CIP Webpage* means internal and external internet based pages set up to present and access publicly available CIP information.

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*Consultant Contract* in the context of this policy means a contract to provide expert or professional services such as architectural and engineering services for a Public Works project.

*EOCP* means Equal Opportunity Contracting Program.

*Job Order Contract* means a *Public Works Contract* awarded on a unit cost basis for all necessary labor, materials, and equipment pursuant to San Diego City Charter Section 94.1.

*Task Order* means an authorization to perform public works issued under a *Job Order Contract* or a multiple award design-build contract under Section 22.3310.

*Priority Score* means the score assigned to the project signifying its priority status in accordance with CP 800-14.

*Public Works Contract* means a contract for the construction, reconstruction or repair of public buildings, streets, utilities, and other public works.

### POLICY:

To maintain the public trust and confidence, it is the policy of the City Council that the information related to the execution of CIP remains transparent and easily accessible to stakeholders and members of the public. The City Manager may modify the reporting details e.g., formats and updating frequency that are controlled by logistical issues without having to revise this policy. The City Council will be informed by CIPRAC of these changes via a memorandum four weeks prior to implementation.

### POLICY APPLICABILITY:

This policy applies to all *Public Works Contracts* and CIP related Consultant Contracts awarded pursuant to Chapter 2, Article 2, Divisions 30, 31, 32, 33, 34, 36 and 38 of the Municipal Code and included in the CIP Budget Document. The following sections outline how, when, and where CIP related information will be provided to the City Council and the public.

#### **A. Multi-Year CIP Plan**

1. Develop and maintain a multi-year CIP plan that provides transparency over future CIP investments and includes:
  - a) Projects beginning in future years.
  - b) Estimates of the impact of projects on the City's operating budget.

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- c) Projects that must be deferred due to funding constraints.

### **B. CIP Budget Document and Hearings**

The following information will either be included in the Proposed and Annual CIP Budget Documents as prepared by Financial Management or provided by Public Works in conjunction with the release of the proposed budget (by April 15<sup>th</sup> of each fiscal year).

1. Each CIP project will have a project page that includes the Council District, community plan, project status, duration, Priority Score, project description, project justification, operating budget impact, project schedule, summary of project changes, funding sources, and a five-year funding plan that includes the current year funding and proposed year funding.
2. In addition to the summary sheets that have been historically provided (CIP project by fund, CIP by funding source, CIP by project type, CIP by department, CIP by Priority Score), the following additional summary sheets will be provided:
  - a) List of projects organized by new, continuing, completed/warranty, and unfunded/underfunded.
  - b) List of all projects that staff is requesting approval to move forward to bid and award of construction contract during the upcoming fiscal year. Projects should be grouped by asset owning department and also include the delivery method, estimated amount of the contract to be let, total estimated project cost, and the CIP Budget Document project description page number.
  - c) Prioritized list of projects that staff is requesting approval to receive funding if another project is completed during the fiscal year with funds remaining.
  - d) For projects that include the replacement of multiple street, and pipeline assets, such as street resurfacing, slurry seal, and water/sewer main replacement, a prioritized list of the known projects will be provided to the City Council in conjunction with the

## **COUNCIL POLICY**

release of the proposed CIP Budget Document (by April 15<sup>th</sup> of each fiscal year) followed by future updates when the lists are refreshed.

### **C. CIP Related Consultant Contracts**

1. A summarized list of CIP related Consultant Contracts that (i.e., valued at \$1 million or less) are proposed to be awarded during the upcoming fiscal year will be provided to the City Council in conjunction with the release of the proposed CIP Budget Document (by April 15<sup>th</sup> of each fiscal year). Once the consultant selection and award have been completed, staff will notify City Council through e-mail and will update the CIP Website.
2. A summarized list of CIP related Consultant Contracts, that have already been awarded, will also be provided as part of the CIP Budget Document or in conjunction with the release of the Proposed CIP Budget Document (by April 15<sup>th</sup> of each fiscal year). The list will include the name of the consultant firm, brief scope of work performed, amount of contract awarded during the current fiscal year, total contract amount, funding source, and EOCP information.

### **D. Budget Hearings**

1. Prior to the annual budget hearings, Public Works management will work with the Budget and Finance Committee Chair and Consultant to establish a hearing scheduled for CIP.
2. At the Budget Hearings staff will provide a presentation on the status of all CIP projects covering milestones completed, expenditures, and whether the projects are meeting performance goals.
3. Staff will also include the accomplishments for the current fiscal year and present the next fiscal year's proposed CIP budget highlighting the new, continuing, completed/warranty, and unfunded/underfunded projects. Staff will also discuss which projects they are requesting Council to approve going out to bid and award for the upcoming fiscal year.

### **E. CIP Web Page**

1. The Public Works Department will maintain a CIP Webpage that will be updated, at a minimum, quarterly. The CIP Webpage will include the following information:



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- a) For each project the following information will be provided: Council District, project status, duration, Priority Score, project location and description, project justification, operating budget impact, project schedule, summary of project changes, project delivery method, EOCP subcontracting participation levels, and funding sources.
  - b) Status and update of all project Awards shall be provided. Projects should be grouped by department and also include the delivery method, actual amount of the contract let, total estimated project cost, funding source, and CIP project description page number.
  - c) Status and update of all prioritized list of projects that will receive funding if other projects are completed during the fiscal year shall be provided.
  - d) List of projects with construction completion completed during the fiscal year. Indicate to which project the excess funding (if any) has been transferred.
2. The CIP computer system and/or Public Works staff will send out automatic e-mail notifications to the City Council offices when the CIP Webpage data is refreshed.
  3. CIP performance goals and measures tied to the City's Strategic Plans and Commitments will be provided including but not limited to:
    - a) Total facilities designed and constructed organized within asset types.
    - b) Average project delivery cost and timeliness data organized to be compared to the Statewide Benchmarking Group's applicable values.
    - c) EOCP subcontracting participations; both specified and actual values.
    - d) Financial execution of water, sewer, and deferred capital bonds.
  4. EOCP statistical data related to Total Dollars Awarded, Goal Achievement, Ethnicity, Female Owned Business Dollars & Percentages, DBE/MBE/WBE/DVBE/HubZone Awards, Compliance, and Mentor Protégé Program.

## COUNCIL POLICY

### F. Council Notification of CIP Project Awards

1. Public Works staff will maintain a database for registering and tracking CIP projects awards i.e., the list of all Public Works Contracts and CIP Consultant Contracts that are advertised and awarded with the relevant EOCP results.
2. This information will be provided to the Council offices via the City's e-mail system as the information is refreshed. At a minimum this information will be provided to the City Council offices quarterly. This information will also be posted on the City's CIP webpage.

### G. Council Notification of Change Orders and the Awarding of JOC Task Orders

1. Public Works staff will maintain a database for registering and tracking Change Orders and the awarding of JOC Task Orders.
2. This information will be provided to the Council offices via the City's e-mail system as the information is refreshed. At a minimum this information will be provided to the City Council offices quarterly.
3. This information will also be posted on the City's CIP Webpage.

### H. State of the CIP Program and Stakeholder Meetings

1. CIPRAC will provide semi-annual presentations/reports to the Budget and Finance Committee covering the state of the CIP.
2. Staff will make deliberate effort to provide details on the projects, respond to questions in writing, and be prepared for in-depth discussions when CIP projects are presented to stakeholders. Staff will stand ready to provide briefings or consider any additional feedback upon request by community stakeholders.
3. Upon the request of the Citizen's Equal Opportunity Commission (CEOC) Chair, staff shall attend CEOC meetings and make deliberate effort to provide details on the projects, respond to questions in writing, and be prepared for in-depth discussions when CIP projects are presented.
4. Public Works staff will host three public industry meetings quarterly (i.e., CIP General Contracting, CIP Consulting Contracting, and SLBE-ELBE Certified Firms). The meeting agenda, location, time, and date will be

## **COUNCIL POLICY**

publicly announced i.e., on the CIP Website to ensure all interested members of the public are aware of and can participate.

### **I. Equal Opportunity Contracting**

1. EOC staff will continue to review and approve contract awards prior to the issuance of the notice-to-proceed. For additional information see other related Council Policies e.g., 800-15, 100-10 developed to maintain or to enhance EOCP goals and to provide greater transparency.

HISTORY: None

# AGENDA ITEM 10

## Attachment

**EIGHTH AMENDED  
JOINT POWERS AGREEMENT  
CONFIRMING THE CREATION OF  
AN AGENCY KNOWN AS SOUTHERN CALIFORNIA  
COASTAL WATER RESEARCH PROJECT AUTHORITY**

This Amended Joint Powers Agreement which confirms the creation of an agency known as SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY, commonly known as SCCWRP, is made and entered into effective the first day of July, 2013, by and between the City of Los Angeles, a municipal corporation ("Los Angeles"), the Orange County Sanitation District, a special district ("Orange County District"), the City of San Diego, a municipal corporation ("San Diego") and County Sanitation District No. 2 of Los Angeles County, a special district ("Los Angeles County District"), hereinafter "Signatories" (collectively) or "Signatory" (individually).

WHEREAS, the Signatories entered into a Seventh Amended Joint Powers Agreement confirming the creation of an agency known as Southern California Coastal Water Research Project Authority, effective July 1, 2009;

WHEREAS, it is the desire of the Signatories to provide for the continuation of SCCWRP pursuant to this Eighth Amended Joint Powers Agreement ("Agreement"):

NOW, THEREFORE, the Signatories hereto do agree as follows:

**1. PURPOSE**

This Agreement provides for the continuation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, the purpose of which is to increase the scientific knowledge of how treated wastewater discharges, stormwater discharges and other human activities interact to affect Southern California's coastal aquatic ecological systems, and thereby to ensure protection of these resources.

**2. CREATION OF SCCWRP**

Pursuant to Article 1, Chapter 5, Division 7, Title 1 Government Code (Sections 6500 et seq.), the parties hereby confirm the existence of an agency as a public entity, separate and apart from the Signatories to this Agreement to be known as SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY (hereinafter "SCCWRP"). Such agency shall, through the Commission referred to below, administer and execute this Agreement.

### **3. ORGANIZATION**

SCCWRP shall be governed by a ten-member Commission composed of representatives of public bodies with accountability for water quality management and aquatic protection in the Southern California Bight as follows:

- (a) Associate Director, Water Division, U.S. Environmental Protection Agency, Region IX;
- (b) Deputy Director, Division of Water Quality, California State Water Resources Control Board;
- (c) Executive Officer, Regional Water Quality Control Board - Los Angeles Region;
- (d) Executive Officer, Regional Water Quality Control Board - Santa Ana Region;
- (e) Executive Officer, Regional Water Quality Control Board - San Diego Region;
- (f) Director, Bureau of Sanitation, City of Los Angeles;
- (g) Chief Engineer and General Manager, County Sanitation District No. 2 of Los Angeles County;
- (h) Assistant General Manager, Orange County Sanitation District;
- (i) Director of Public Utilities, City of San Diego; and
- (j) Assistant Deputy Secretary for Ocean and Coastal Matters, California Natural Resources Agency, California Ocean Protection Council.

The Commission shall meet at least four times each calendar year and at such other appropriate intervals as are necessary to conduct the business of SCCWRP. All such meetings shall be subject to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code of the State of California. Five members shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken.

A staff designee may be appointed as an alternate by the person holding the offices set forth above and shall act as a member of the Commission in place of such officer during his or her absence, inability or refusal to act and shall serve indefinitely at the pleasure of the appointing officer and until a successor is appointed, or until such designee dies, becomes incapacitated or resigns. Such designation shall be in writing and shall be delivered to the Executive Director at the offices of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, public bodies of the Commission may designate a new permanent representative.

The Commission shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair and the Chair's alternate.

The Commission members shall serve for a term identical to the term of this Agreement, and such term shall be extended automatically as the Agreement is extended. The Commission members shall not be entitled to compensation for attendance or expenses.

Administrative and purchasing policies and procedures shall be established by the Commission and shall comply with the law of the State of California.

The debts, liabilities and obligations of SCCWRP shall not constitute the debts, liabilities or obligations of any of the Commission members or members of any Advisory Board of SCCWRP. Such debts, liabilities or obligations shall be those of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be added as parties to this Agreement and each such party shall acknowledge its agreement to the terms hereof by executing this Agreement upon authorization of its governing Board. Such additional agency or agencies shall have responsibilities identical to those of the Signatories as set forth in paragraph 4 hereof; and the Chief Executive Officer thereof, together with his or her designee, shall be a member and alternate member of the Commission with those powers conferred upon the Signatories. The financial contribution required of such additional agency or agencies shall be determined by a majority of the Commission members representing the Signatories.

#### **4. COMMISSION RESPONSIBILITIES**

The responsibilities of the Commission shall include, but not be limited to, the following:

- (a) Establishing and appointing members of advisory boards, committees, other like groups and consultants as it deems appropriate to further the purposes of this Agreement;
- (b) Hiring an Executive Director and establishing his or her responsibilities in addition to those detailed herein. Two-thirds vote of the members of the Commission shall be required for hiring the Executive Director;
- (c) Overseeing development and approving SCCWRP's Research Plan;
- (d) Approving the SCCWRP's Annual Operating Budget, recognizing that the contributions of the Signatories shall be as provided in Section 8 hereof and taking into account other projected sources of income;

- (e) Reviewing and approving, on an annual basis, the salaries and benefits for the Executive Director and other staff. Two-thirds vote of the members of the Commission including two-thirds of the signatories shall be required for adoption;
- (f) Conducting a performance review of the Executive Director on an annual basis;
- (g) Reviewing the financial status of SCCWRP;
- (h) Establishing objectives, priorities, policies, guidelines, and other such responsibilities as may be appropriate from time to time; and
- (i) Taking such further action as it deems appropriate to carry out the purposes of this Agreement.

## **5. ASSOCIATE COMMISSION MEMBERS**

Associate Commission members attend and participate fully in Commission meetings, and are entitled to one-quarter vote. Associate Commission members shall have responsibilities identical to those of the Signatories as set forth in Section 4 above.

Upon execution of the attached Associate Commission Member Agreement, SCCWRP's Associate Commission members shall be composed of representatives of public bodies with accountability for water quality management and aquatic protection as follows:

Ventura County Watershed Protection District;

Los Angeles County Flood Control District;

County of Orange; and

County of San Diego.

Upon concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be invited to become Associate Commission Members of the agency. Each party shall acknowledge its agreement to the terms set forth in an associate Commission member agreement. Thereupon the Chief Executive Officer thereof, or substitute representative pursuant to Section 3, or his or her designee as an alternate, shall serve as members of the Commission.

## **6. ADVISORY BOARDS**



The Commission may from time to time appoint one or more advisory boards to assist in carrying out the objectives of SCCWRP. The Commission shall determine the purpose and need for such board(s) and the necessary qualifications for individuals appointed to the board(s).

Each member of the advisory board(s) shall be entitled to compensation for his or her consulting services as established by the Commission from time to time. In addition, each member of the advisory board(s) shall be entitled to reimbursement for actual expenses reasonably and necessarily incurred, as well as travel and per diem expenses in an amount or at a rate established from time to time by the Commission.

## **7. EXECUTIVE DIRECTOR**

The Commission shall appoint an Executive Director under whose general supervision and control SCCWRP shall be conducted. In accordance with paragraph 4(b) the Executive Director shall be appointed by the Commission and shall serve at the pleasure of the Commission.

The Executive Director's compensation shall be set at a level that adequately takes into consideration factors including, but not limited to, the proficiency with which the agency is directed, the degree of satisfactory progress in completing the approved research plan, success in obtaining outside funding and success in managing SCCWRP's budget.

## **8. EXECUTIVE DIRECTOR'S RESPONSIBILITIES**

The Executive Director's responsibilities shall include, but not be limited to:

- (a) Developing recommended research priorities and objectives for consideration by the Commission and directing research programs;
- (b) Reviewing and editing reports and manuscripts produced by SCCWRP's scientific staff;
- (c) Managing day-to-day operations;
- (d) Managing the personnel activities of SCCWRP as is necessary to fulfill the purposes of this Agreement, subject to such periodic review and approval as the Commission deems appropriate;
- (e) Delegating such authority as is necessary to staff to insure the smooth operation of the organization;
- (f) Securing outside grants and other funding in support of SCCWRP's research objectives;

- (g) Entering into contracts and agreements on behalf of SCCWRP in accordance with the policies and procedures governing purchases of supplies, equipment and services adopted from time to time by the Commission and in accordance with the provisions of Section 9 regarding grants and contracts;
- (h) Providing reports to the Commission on the status of research in progress, Annual Operating Budgets (actual versus budgeted) and cash flow analysis;
- (i) Having charge of handling and having access to any property of SCCWRP upon the filing of a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000); and
- (j) Acting as Secretary to SCCWRP until such time as the Commission appoints another person to this office.

## **9. FUNDING**

Signatories shall provide annual funding in the amount of \$400,000 on July 1 of each year for SCCWRP during the term of this agreement. Associate Commission members of the agency will be required to provide annual funding on July 1 of each year in the amount of \$100,000. The fiscal year (FY) is defined as being from July 1 of the current calendar year to and including June 30 of the following calendar year.

As a condition to the addition of any public agency as party to this Agreement pursuant to paragraph 3 hereof, the public agencies which are then signatories to this Agreement may, by a vote of their Commission representatives, modify the funding set forth above in a manner which takes into account the financial needs of SCCWRP, provided that funding of any existing signatory shall not exceed that set forth above.

In such event, all new and existing Signatories, through their Commission representatives, shall execute a supplement to this Agreement entitled Supplement To Funding Pursuant to Paragraph 9 and shall attach it to this Agreement.

It is further agreed that SCCWRP, through its Executive Director, shall use its best efforts in procuring sources of income other than contributions from the Signatories. Such sources include, but are not limited to, income from grants or contracts from federal and state agencies. Grants and contracts may be entered into by the Executive Director, or Deputy Director in his/her absence, to the limit of One Hundred Thousand Dollars (\$100,000) per individual agreement and any grant or contract in excess of said sum but no more than Two Hundred and Fifty Thousand Dollars (\$250,000) may be entered into by the Executive Director, or Deputy Director in his/her absence, provided it is approved by the Chair of the Commission prior to acceptance and execution by the Executive Director or Deputy Director. Any grant or contract in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) shall require the prior express approval of the members of the Commission.

The Commission shall yearly, on or before June 30, adopt and issue an estimated Annual Operating Budget that projects the funds necessary to maintain and operate SCCWRP for the forthcoming fiscal year being from July 1 of the current calendar year to and including June 30 of the following calendar year. The Budget shall, among other things, contain a statement of anticipated outside sources of revenue and shall not exceed the sum of the total contributions by the signatories, as hereinabove provided, plus the outside revenue.

In the event that any Signatory is unable or unwilling to pay to SCCWRP the funding attributable to it for the upcoming fiscal year as set forth above, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its inability no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby, effective as of July 1 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding except that the maximum net funds which may be requested of the Signatories shall not be increased above the individual agency contributions set forth above, unless otherwise agreed to by all of the remaining Signatories.

In the absence of such notification, each Signatory shall be deemed to have consented to such expenditure and the amount thereof shall, on July 1, become an enforceable obligation of each Signatory to the extent permitted by law.

Nothing in this Agreement shall preclude a Signatory from advancing all or a portion of its contribution to SCCWRP.

None of the Signatories to this Agreement shall be entitled by virtue of withdrawal to receive any payment of money or share of assets of SCCWRP except as may be agreed upon by the remaining Signatories.

## **10. TERM AND TERMINATION**

This Amended Joint Powers Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2017 inclusive.

In the event that any Signatory chooses to withdraw from SCCWRP, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its decision, no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby effective as of June 30 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding upon and inure to the benefit of the remaining Signatories.

In the event that any non-Signatory agency of the Commission chooses to withdraw from SCCWRP, then such Commission agency shall notify SCCWRP of its decision in writing at least thirty (30) days prior to the date of anticipated withdrawal. Such Commission agency shall be thereupon deemed withdrawn from participation on the date specified in this notice provided such notice is given at least 30 days prior to the anticipated withdrawal and SCCWRP. SCCWRP shall continue in effect and be governed by the remaining Commission members.

## **11. SCOPE AND CONDUCT OF SCCWRP**

The scope of SCCWRP's research work shall be reviewed and approved annually by the Commission, which shall seek the advice and counsel of the Executive Director and any other outside advisors deemed necessary or appropriate.

The mechanism for review shall be a working research plan, revised annually or as otherwise necessary as determined by the Commission, stating the overall goals and objectives and including an outline of the known current and anticipated future year's research, staffing and funding necessary to successfully achieve the research objectives of this Agreement.

The Commission shall, from time to time, but not less than once each year, submit a report to the governing bodies of each of the Signatories of this Agreement that shall include, but not be limited to, a summary of research accomplishments during the past year, discussion of research in progress and a financial statement.

## **12. AGENCIES OF SCCWRP**

The Executive Director is hereby appointed the Treasurer of SCCWRP and shall be responsible for the disposition of the funds of SCCWRP. The Executive Director is also appointed Auditor of SCCWRP.

The Treasurer and Auditor shall make such reports and cause such audits of the accounts and records of SCCWRP to be made as are required by law.

The Commission shall employ such legal counsel as it determines shall best serve the interests of SCCWRP.

SCCWRP shall be strictly accountable for all funds and shall report all receipts and disbursements.

The manner of exercising the common power provided for herein shall be subject to the restrictions on the manner of exercising such power of the Los Angeles County District.

## **13. ACCOUNTING**

SCCWRP shall establish and maintain such funds and accounts as may be required by good accounting practice. The Treasurer of SCCWRP shall have custody of the funds of SCCWRP and disbursement shall be made by the Treasurer in accordance with applicable procedures. Any earnings on the funds of SCCWRP shall be credited to and be a part of the funds of SCCWRP.

The fiscal year of SCCWRP shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following.

The Auditor shall contract with an independent certified public accountant to make an annual audit of the account and records of SCCWRP. A report thereof shall be filed as a public record with each of the Signatories and also with the County Auditor of the Counties of Los Angeles, Orange and San Diego. Such report shall also be filed with the Secretary of the State of California and shall be filed within twelve (12) months of the end of the fiscal year under such examination.

The cost of the audit shall be a debt of SCCWRP.

#### **14. POWERS AND DUTIES OF SCCWRP**

SCCWRP shall and is hereby authorized in its own name to do all things necessary and desirable (subject to the limitations provided in this Agreement) to carry out the purposes of this Agreement, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To incur debts, liabilities and obligations which shall not constitute the debts, liabilities or obligations of any of the Signatories or any of the Commission members; and
- (f) To sue and be sued in its own name.

#### **15. DISPOSITION OF PROPERTY AND SURPLUS FUND**

At the termination of this Agreement, any and all property, funds, assets and interests therein of SCCWRP shall become the property of and be distributed to such of the Signatories as are then members of SCCWRP, or their successors, in the same proportion as the then Signatories, or their successors, have contributed to the total cost of the agency.

#### **16. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents or employees of any of the public agencies which are signatory to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in

the performance of any of their functions and duties extra-territorially under the provisions of this Agreement.

## **17. MISCELLANEOUS**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

## **18. SUCCESSORS**

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

## **19. INDEMNIFICATION AND LIABILITY INSURANCE**

SCCWRP shall carry during the entire term of this Agreement, liability insurance coverage, naming all Signatories and others including Commission members as additional insured parties, in such kind and amounts as the Commission may from time to time determine to be appropriate. Such cost shall be a debt of SCCWRP.

SCCWRP shall indemnify and hold harmless each Commission agency, its officers, agents, and employees, including each agency representative from and against all claims, demands or liability, including legal costs, arising out of or encountered in connection with this Agreement and the activities conducted hereunder and shall defend them and each of them against any claim, cause of action, liability, or damage resulting therefrom.

## **20. DISCLAIMER**

Approval of research work by the Commission is not intended in any way to bind, commit or unduly influence decisions of the Signatory or non-Signatory members of the Commission. The findings, conclusions and recommendations of SCCWRP shall not be construed necessarily as the position of any Signatory or non-Signatory member of the Commission.

## **21. COUNTERPART**

This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

IN WITNESS THEREOF, the parties have executed this Eighth Amended Agreement on the dates hereafter set forth.

**CITY OF LOS ANGELES,**  
a municipal corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

**ORANGE COUNTY SANITATION  
DISTRICT,** a special district

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

[Signatures Continue]

**CITY OF SAN DIEGO,**  
a municipal corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_



**COUNTY SANITATION DISTRICT No.**  
**2 OF LOS ANGELES COUNTY,**  
a special district

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

(End of Signatures)

# AGENDA ITEM 11

## Attachment



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 25, 2011

TO: Hildred Pepper, Director, Purchasing and Contracting Department  
*SB* via Roger Bailey, Director of Public Utilities

FROM: Ann Sasaki, Assistant Public Utilities Director

SUBJECT: Request for a Sole Brand Specification for Alfa Laval Centrifuges

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The Wastewater Treatment and Disposal Division (WWTD) of the Public Utilities Department requests that the Design/Build (D/B) contract documents for the Metro Biosolids Center (MBC) Centrifuge Upgrade project specify Alfa Laval as the sole brand of centrifuge. These centrifuges will replace the existing Alfa Laval (Sharples) D-706 centrifuges currently in use at the Metropolitan Biosolids Center (MBC) to dewater digested biosolids from the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant.

The dewatering process is a core function of the MBC. This process is critical to system-wide operations. If this process fails to meet system demands, the Department would face serious risk of failure to comply with the requirements of the PLWTP's National Pollution Discharge Elimination System (NPDES) permit.

The existing Alfa Laval (Sharples) D-706 dewatering centrifuges have been in operation for thirteen years. Physical inspections of these units combined with a recent increase in the frequency of major repairs and associated downtime indicates that they are approaching the end of their useful life.

These existing centrifuges were pre-purchased through a competitive bid process by the City prior to completing the design of the centrifuge building. Details of selected units were then used to finalize equipment, support system, and maintenance systems layouts, and final structural design of the centrifuge area. The centrifuge building is therefore not able to accommodate centrifuges with configurations that differ widely from the existing Alfa Laval D-706 centrifuges without making expensive, time-consuming structural and mechanical modifications.

To avoid negatively impacting the PLWTP NPDES permit, both the downtime associated with the replacement of each of these dewatering centrifuges as well as the operational impacts to the on-going dewatering process must be minimized. To accomplish this, it is necessary to avoid time-consuming structural modifications to the existing building and to minimize mechanical modifications to ancillary systems (supply piping, cake bins, cake hoppers, etc.) common to all of the centrifuges. Therefore, the

April 25, 2011

selection criteria for the replacement of the dewatering centrifuges requires that the new units have similar dimensions, weight, mechanical configurations and similar power requirements. Attachment A shows some of the issues that limit the selection of replacement centrifuges.

Additionally, as centrifuges are complex specialty machines, the centrifuge manufacturer must have a successful track record of dewatering municipal biosolids and the capability to provide ongoing local technical support. A full list of selection criteria (dewatering performance, equipment configuration, manufacturer experience and support, etc.) is shown in Attachment B.

The Department's Engineering staff has identified a total of six centrifuge manufacturers claiming to have centrifuge units that meet the performance criteria for the MBC feed conditions shown in Attachment B. These manufacturers include Alfa Laval, Andritz, B&P Process Equipment, Flottweg, Siemens and Westfalia. Of these, only the Alfa Laval ALDEC G-2 model centrifuge was found to meet the listed configuration and experience criteria. Attachment C summarizes why the other centrifuge manufacturers do not meet the selection criteria.

Alfa Laval has provided excellent ongoing locally based technical support for the existing units. Additionally, on-site full scale testing of an Alfa Laval ALDEC G2-120 was conducted and monitored by Department staff, using the actual biosolids and polymer feed systems at MBC. Results of these tests confirmed that the ALDEC G2-120 unit exceeds the minimum dewatering performance criteria listed in Attachment B.

Given that the Alfa Laval centrifuges are the only units that meet the selection criteria and that the Alfa Laval ALDEC G2-120 has been proven to exceed the minimum dewatering performance criteria, the Public Utilities Department requests that the D/B contract documents for the MBC Centrifuge Upgrade project specify Alfa Laval as the sole brand. The specific model centrifuge for the MBC upgrade is the Alfa Laval ALDEC G2-120 or its then current equivalent replacement model.



Ann Sasaki

Assistant Public Utilities Director

Attachments: Attachment A - Structural and Mechanical Limitations  
Attachment B - Replacement Centrifuge Selection Criteria  
Attachment C - Summary of Non-compliance with Centrifuge Selection Criteria

cc: Christopher W. McKinney, WWTD Deputy Director, MS 903  
Pamela Galan, Supervising Management Analyst, MS 903  
Julie Hertel-Latimer, Associate Management Analyst, MS 903  
Barry Ayers, Wastewater Operations Superintendent - MBC, MS 901M  
Pete Wong, Senior Civil Engineer, MS 901A  
Richard VanderSchaaf, MS 901A  
Dwight Correia, Senior Civil Engineer, MS 901M

## Attachment A

### Structural and Mechanical Limitations

FIGURE & DESCRIPTION	LIMITATIONS
<p><b>FIGURE A-1:</b> Dwg 76-M-205</p> <p>Centrifuges are laid out in two rows of four centrifuges. This mechanical section shows one centrifuge from each of the rows.</p>	<p><u>Overhead</u> Movement of the 20 ton bridge crane is restricted due to the walkway located on the east (right) and the ventilation duct on the west (left) side. Any equipment located beyond the limit line shown cannot be picked up and moved for maintenance.</p> <p><u>Centrifuge Level</u> The liquid discharge chute and the solids discharge from the centrifuges (yellow) must pass through openings in the centrifuge floor and line up with the centrate line and the cake bins below the floor. The distance between the centrate chute and the solids discharge on any replacement centrifuge must match the existing units in order to avoid structural modifications for new floor penetrations. Additionally, even if the structural penetrations were made, the centrifuge liquid and solids discharges would not line up with the centrate pipeline or the cake bins below. This would require significant mechanical modifications to move the chutes, the centrate pipeline and the cake bins.</p> <p><u>Below the Centrifuge Floor</u> Mechanical modifications to move the discharge chutes will be extremely difficult, if not impossible, because the area below the centrifuge floor is very congested with ancillary piping and equipment that is common to all of the centrifuges and the dewatering process. This will be cost prohibitive and will shut down the dewatering process for extended periods of time.</p>
<p><b>FIGURE A-2:</b> Photo showing the area below the centrifuge floor.</p>	<p>Due to the abundance of ancillary equipment and piping combined with the locations of the structural support beams for the centrifuge floor, relocations of the centrate chutes and cake bins is impractical.</p>
<p><b>FIGURE A-3:</b> Photo showing two dewatering centrifuges and a rotating assembly.</p>	<p>The rotating assembly is the heart of the centrifuge. To perform maintenance on internal parts requires removal of this assembly. For the existing centrifuges, the rotating assembly is removed by lifting it from the frame. One of the candidate replacement centrifuges, the rotating assembly is removed by sliding it out the back of the centrifuge. Limitations of space and bridge crane coverage would not permit removal of the rotating assembly by sliding it out the back.. Maintenance would be impossible.</p>
<p><b>FIGURE A-4:</b> Photo showing available space behind the centrifuge</p>	<p>This photo shows more clearly the limitations of maintenance space available behind the centrifuges.</p>
<p><b>FIGURE A-5:</b> Dwg 76-S-113</p> <p>This drawing indicates the geometry and relationship of the structural framing, support pads, and the floor openings for the existing centrifuges. These features were laid-out specifically to the dimensions of the existing equipment.</p>	<p>Replacement centrifuges with geometry that cannot adapt to the existing dimension / limitations would require costly, operationally disruptive and troublesome structural modifications. Demolition, removing and replacing concrete elements would negatively impact the structural integrity of the centrifuge floor, create dust and debris which would affect the operations staff and could possibly impact the other operating units, and would lengthen the change-out time by a at least 45 to 60 days for each set of centrifuges. This would increase the risks at MBC as during the change-out time, MBC would be operating with reduced standby capacity.</p> <p>The Alfa Laval G-2 Centrifuge dimensions closely match the existing geometry and no change to the existing building structure would be required.</p>

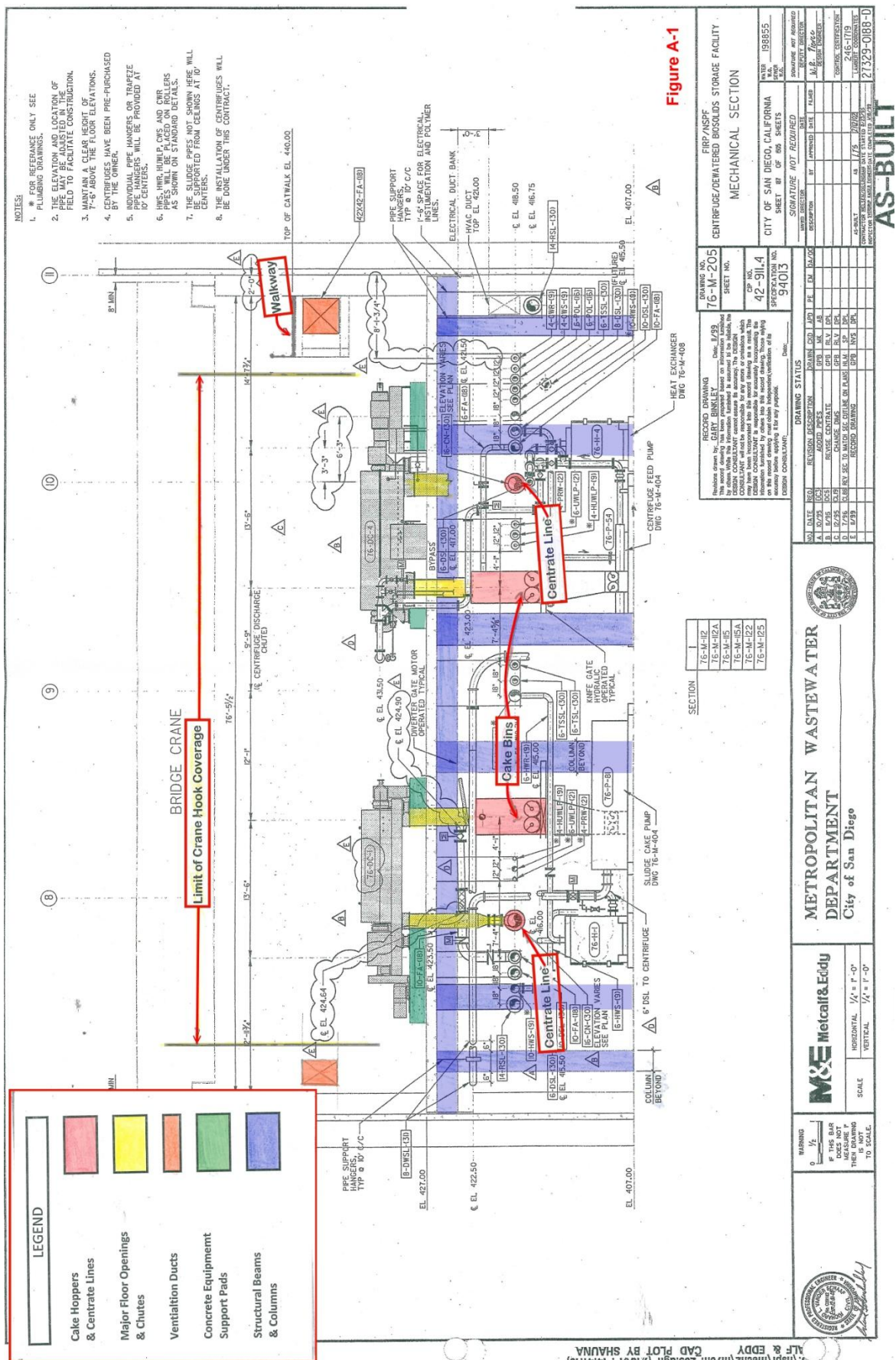






Figure A-2



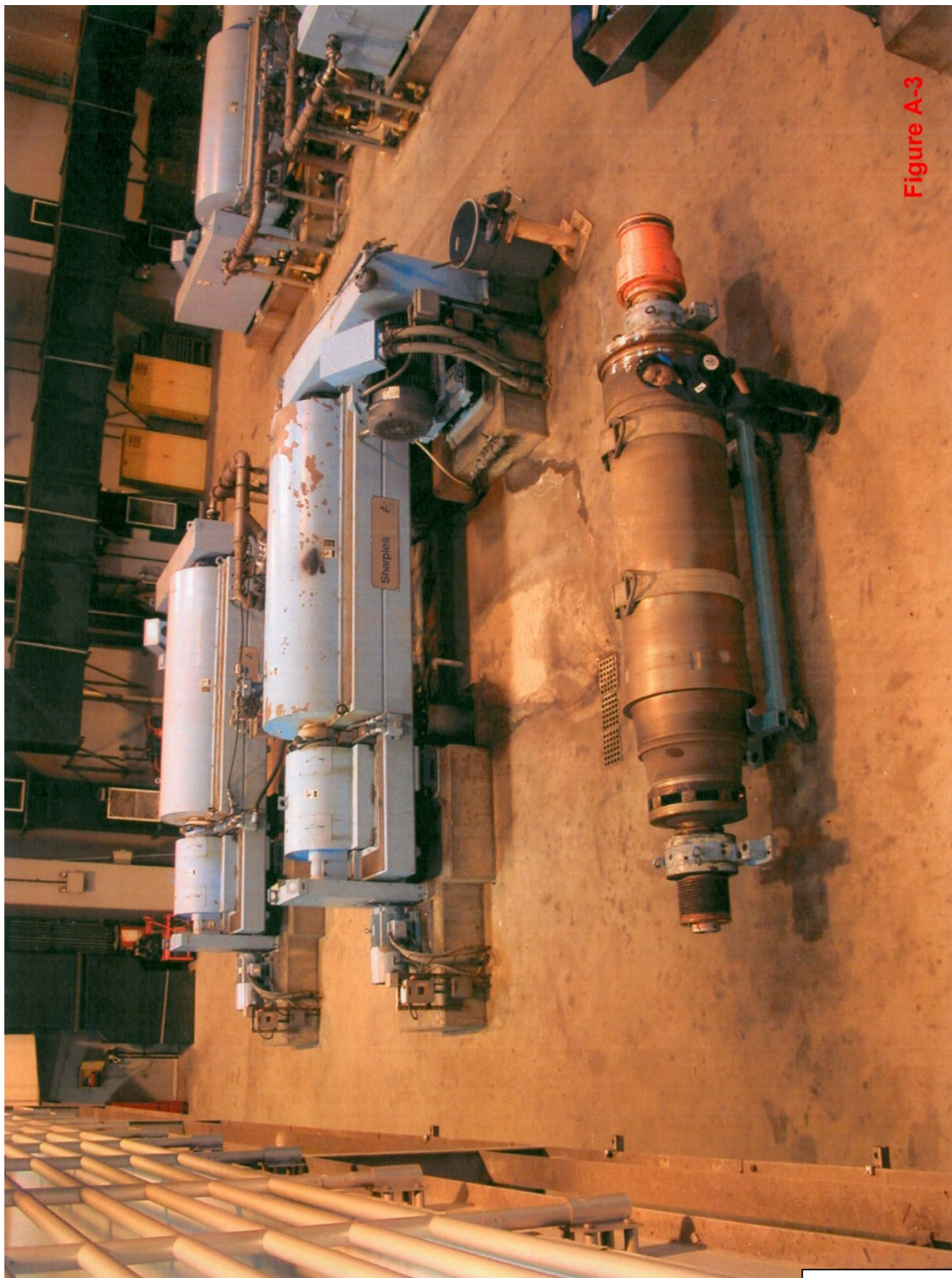
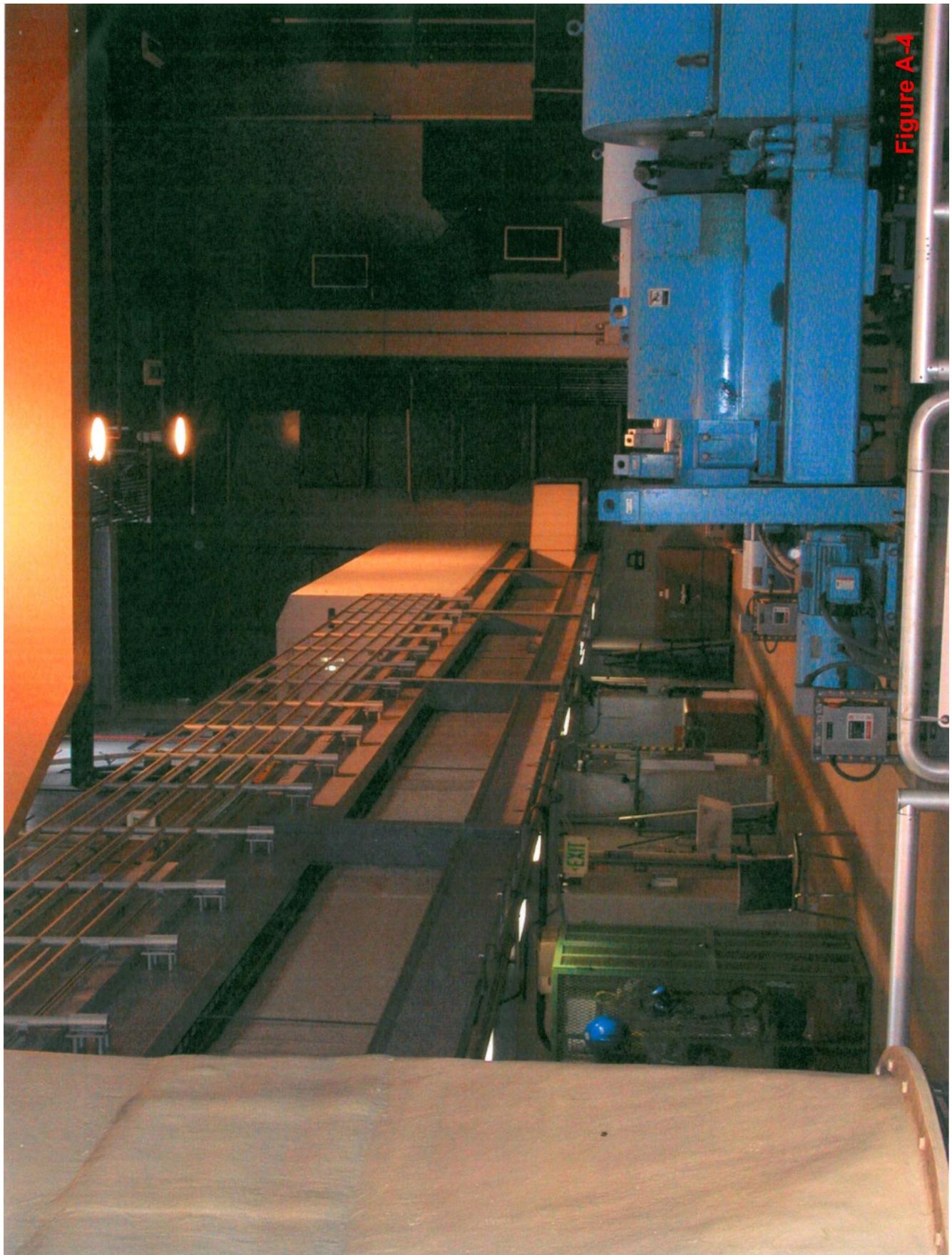


Figure A-3

Figure A-3





**Figure A-4**





## **Attachment B**

### **Replacement Centrifuge Selection Criteria**

#### Feed Conditions:

- F-1. Anaerobically digested primary and secondary biosolids from the North City Water Reclamation Plant and the Point Loma Wastewater Treatment Plant (PLWTP). Digested sludge from the PLWTP constitutes between 80% and 85% of the sludge mass being dewatered.
- F-2. Chemicals added at PLWTP and MBC: ferric chloride and polymer.
- F-3. Combined feed solids content, percent by weight: 2.3% average. Maximum 3.0%.
- F-4. MBC's Dewatering Polymer type: Manich
- F-5. Hydraulic feed rate: 400 gpm

#### Minimum Dewatering Performance:

- P-1. Minimum solids processing capability: 4,600 lb. solids per hour input
- P-2. Minimum cake solids content: 28%
- P-3. Minimum solids capture: 95%

#### Equipment Configuration:

- C-1. Proposed centrifuges must be standard units in current production. Specialized or non-catalog configurations of units or the use of non-standard components will not be allowed.
- C-2. The weight of the centrifuge and all of its associated equipment must not exceed the design capacity of the existing dewatering centrifuge building structure and must be capable of being installed and serviced by use of the existing 20-ton capacity bridge crane.
- C-3. To minimize disruptions to ongoing operations and maintenance (O&M) activities and to maintain the integrity of the existing building, structural modifications to the centrifuge floor slab and/or mechanical modifications to ancillary systems common with the other centrifuges will not be allowed. Therefore, centrifuges must fit into the existing space and must utilize the existing floor penetrations for the centrate and solids discharge chutes.
- C-4. Maintain recommended maintenance access around units clear of all obstructions. Daily operations and maintenance tasks shall be capable of being performed by staff standing on the floor, (elevation 427.0) or by the use of movable stairs. Permanently attached elevated access platforms encompassing the units or any other unusual equipment layouts/configurations that will negatively impact future O&M activities will not be allowed.
- C-5. An Ethernet data link between the PLC and existing Ovation Distributed Control System will provide the capability for remote process startup, monitoring and set point adjustments. The centrifuges will be controlled by a manufacturer provided centrifuge control cabinet PLC.

- C-6. The centrifuge control cabinet, including all motor starters, centrifuge and auxiliary system control devices, must fit into the space occupied by the existing units with dimensions of 72-inches wide X 24-inches deep X 90-inches high.
- C-7. Due to the frequency of on-site power interruptions, centrifuges must have the ability to scroll out solids load during a power interruption.

Manufacturer Experience/Support:

- E-1. A minimum of two existing installations of the size and model proposed. Each installation must have demonstrates capacity and performance similar to that required above and must have been in operations for a minimum of one year.
- E-2. Supplier/manufacturer must have an authorized regional service center for major unit repair and must have existing local technical support and service staff.
- E-3. Supplier/manufacturer must provide technical training to operation and maintenance staff.

## **Attachment C**

### **Summary of Non-compliance with Centrifuge Selection Criteria**

#### B&P Process Equipment

- Does not have two existing installations of the required size and capacity. (E-1, F-5)
- Does have a national service center for major unit repair but does not have technical support and service staff located in the local region. (E-2)
- Hydraulic backdrives do not have the ability to scroll out solids load during a power interruption and will eliminate maintenance space between adjacent centrifuge units. (C-7, C-4)

#### Flottweg

- There are two installations in California utilizing the proposed Z73 model, but neither meet MBC's specified hydraulic feed criteria. Staff at both of the existing installations as well as the manufacturer's representative expressed concerns about running these units at the hydraulic feed rate of 400 gpm. (F-5)
- The configuration of the Z73 model places both drive motors on the same end of the centrifuge will require a wider equipment pedestal. This will eliminate maintenance space between adjacent centrifuge units and will conflict with the location of existing floor drains. See Photo C-1. (C-3, C-4)
- Flottweg does not have local technical service staff. (E-2)
- At this time, Flottweg does not have centrifuges with the ability to scroll out the solids during a power interruption as a standard offering. (C-7)

#### Westfalia

- Access to the rotating assembly of Westfalia centrifuges, including the proposed Model CD755, is from the end of the unit instead of from the top of the unit which requires more maintenance space between the centrifuges and the overhead walkway and HVAC ducts than is available in the existing centrifuge building. Photo C-2 shows maintenance activities on a Westfalia centrifuge.

#### Andritz

- The design of Andritz centrifuges, including the proposed Model D7LL model, results in a configuration that is significantly different than the existing centrifuges with the solids and liquid discharges from the unit on opposite ends of the unit. This configuration will require that all of the piping and electrical hook-ups be relocated which will require either several new floor penetrations or will eliminate maintenance access space in order to re-route all of the hook-ups. (C-3, C-4)

#### Siemens

- Does not have a large enough unit that meets the hydraulic feed rate and which also meets the Manufacturer Experience/Support criteria. (E-1, F-5)
- The characteristic long bowl design of their Centramax line of centrifuges will not fit the existing floor penetrations for the solids and liquid discharge chutes and will require significant structural and mechanical modifications. (C-3)





Figure C-1

Figure C-1





**Figure C-2**

**Figure C-2**

# AGENDA ITEM 12

## Attachment



**CITY OF SAN DIEGO  
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT**

**Project Name:** MBC CHEMICAL SYSTEM IMPROVEMENTS PHASE II,  
(WBS# B-10178)

**Name of Project Presenter:** Idalmiro Manuel da Rosa, Project Manager

**Project Background:**

The City of San Diego's Public Utilities Department operates the Metro Biosolids Center (MBC), a regional biosolids processing facility located adjacent to the City's Miramar Landfill in Kearny Mesa. The MBC Facility uses various liquid chemicals for its solids processes and its odor control systems.

All of the bulk chemical storage tanks, chemical mixing tanks and transfer pumps are centrally located in the Chemical Building (Area 60). From Area 60 the chemicals are transferred to day tanks located in the process areas where the chemicals are used. From the day tanks, metering pumps feed the chemicals to the various points of application.

The problems with the MBC Chemical systems are as follows:

1. In the chemical transfer pump areas, the valves and motorized actuators are installed on the floors of the spill containment cells where they get splashed or submerged with chemical, resulting in significant corrosion and premature failure.
2. Isolation valves on the bulk chemical storage tanks are only accessible from within the secondary spill containment cells. During a spill event, staff must wade through the chemical accumulating in the containment cell in order to reach the tank isolation valves and isolate the spill.
3. Emergency showers/eye-wash stations are located in the spill containment cells and are not accessible in an emergency.
4. For each chemical that is transferred to day tanks, a leak in the transfer piping or failure of a day tank inlet valve can drain/spill the entire contents of the dual bulk storage tanks into uncontained areas of the pipe gallery.
5. The design intent of providing each chemical system with two bulk storage tanks (each tank with two discharge pipes) was to provide operating redundancy in the event that one tank needed maintenance or repairs. However, this redundancy was never realized because all four tank outlets were combined into a single pipe requiring the entire system be shut down in order to repair any leak in the chemical system.
6. Electrical outlets and conduits are located below the containment levels in the secondary containment cells of the bulk tanks. During a spill event this results in damage to the electrical wiring and conduits. Conduits also penetrate the floor of the containment cells which compromise the integrity of the secondary containment and allows migration of chemicals outside of the containment area (applies to all chemical areas).

7. Flooding of the bulk storage tanks' spill containment cells occurs during a heavy rain due to the perforated steel roof over the chemical bulk storage tanks. The accumulated rainfall is detected as a chemical spill and shuts down the entire chemical system.
8. The removable steel roof panels (each approximately 30 feet long by 10 feet wide) are extremely heavy and each panel is only supported by four 4-inch long support tabs. Several of these support tabs are corroding.
9. Single-walled ferric and ferrous chloride piping is routed over metal piping, electrical conduit and equipment in the pipe gallery and the digester complex. As ferric and ferrous chloride are extremely corrosive, any drip or small leak from these systems will drip onto the piping and equipment below and cause significant damage. Additionally the leak detection systems on these chemical systems are inadequate and foul easily.
10. Tight layout of the ferric and ferrous chloride feed pumps and piping do not provide safe access for maintenance staff. Additionally the feed pump models have been discontinued and spare parts are no longer available.
11. Existing 480-volt, 3-phase valve actuators installed in the ferrous chloride system are oversized. These large actuators apply excessive torque and can break body of the valves valve bodies causing chemical spills.
12. The use both Mannich-type and emulsion- type polymers, which are not compatible with each other, created handling and piping difficulties. As the need for the emulsion polymer was small and its purpose could be accomplished with Mannich polymer, MBC abandoned the emulsion polymer system in place. This space could be beneficially used to improve the chemical systems still in use.

## **Project Description**

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

1. Eliminate or remove the valves, actuators and conduits installed on the floors of the spill containment cells. Relocate/reroute to the side walls of the spill containment cells at elevations that are above the containment levels or outside of the containment cells.
2. Install access platforms to the isolation valves on the bulk storage tanks or provide remote operation hand stations.
3. Relocate three (3) emergency eyewash showers in the cells to more suitable locations.
4. To prevent accidental draining of chemical into the gallery, install a high point on the discharge piping of the transfer pumps before the pipe is routed down into the gallery.
5. Modify the bulk storage tank piping configuration so that only one discharge pipe from each bulk storage tank combines into one pipe that connects to one side of the transfer and metering pump suction header. The second discharge pipe from each of the tanks will combine into a second separate pipe that will be connected to the opposite end of the transfer and metering pump suction header.
6. Conduct a study to identify, evaluate, and present to the City options to relocate and reroute the electrical wiring and conduits out of the thirteen spill containment cells and to eliminate or protect the floor penetrations.

7. Using a 2-inch rain event, install multi-level flood sensors in the spill containment cells to provide low level alarms initially, with “shut-off” alarms at a higher level.
8. Address the existing corrosion issue and provide additional support tabs on each roof panel.
9. Install secondary containment on overhead ferrous and ferric chloride piping in the pipe gallery and the digester complex. Install or upgrade leak detection systems to use level sensors that do not foul as easily as the existing units.
10. Provide new ferric and ferrous chloride feed pumps & reconfigure the layout and piping to provide maintenance access.
11. Replace the existing oversized actuators with smaller, appropriately sized units.
12. Remove the idle emulsion polymer feed equipment and use the space to tie the existing Mannich-polymer feed pumps together for feed flexibility and capacity.
13. Provide all necessary electrical, instrumentation and control materials, labor and work necessary or associated with the above chemical systems improvements.

### **Consultant Selection:**

The selection of Black & Veatch, a Professional Engineering Firm, for Design and Construction Assistance with the MBC Chemical System Improvements Phase II was through a competitive selection process.

### **Cost:**

The costs associated with this project are as following:

Administration	\$ 470,000.00
Design Costs	\$ 930,354.00
Construction	\$3,760,000.00
Contingency	<u>\$ 390,000.00</u>
Total Projected Costs	\$5,550,354.00

The Administration costs includes the planning costs incurred to date for in-house planning, preparation and process for the competitive selection, and future administrative support.

The funding will come from the MBC Chemical System Improvements, Phase II  
WBS# B-10178, Sewer Fund 700009.

### **Schedule:**

The schedule for MBC Odor Control Facility Upgrade is as follows:

Design Selection and Agreement Process	October 2011 - July 2012
Design	August 2012- June 2013
Advertise and Award for Construction	July 2013 – February 2014
NTP for Construction	March 2014
Construction Complete	March 2015

# AGENDA ITEM 14

## Attachment

**Metro Commission/Metro JPA  
and  
MetroTAC Committee**

**2013 Meeting Schedules**

<b>METRO COMM/METROJPA</b> <b>1<sup>st</sup> Thursday of the month</b>		<b>METRO TAC</b> <b>3<sup>rd</sup> Wednesday of the month</b>	
<b>December 6, 2012</b>	<b>12:00 – 1:00</b>	December 19, 2012	11:00 – 1:30
January 3, 2013	12:00 – 1:00	January 16, 2013	11:00 – 1:30
<b>February 7, 2013</b>	<b>12:00 – 1:00</b>	February 20, 2013	11:00 – 1:30
March 7, 2013	12:00 – 1:00	March 20, 2013	11:00 – 1:30
<b>April 4, 2013</b>	<b>12:00 – 1:00</b>	April 17, 2013	11:00 – 1:30
May 2, 2013	12:00 – 1:00 (SANDIST meeting immediately following)	May 15, 2013	11:00 – 1:30
<b>June 6, 2013</b>	<b>12:00 – 1:00</b>	June 19, 2013	11:00 – 1:30
July 4, 2013	12:00 – 1:00	July 17, 2013	11:00 – 1:30
<b>August 1, 2013</b>	<b>12:00 – 1:00</b>	August 21, 2013	11:00 – 1:30
September 5, 2013	12:00 – 1:00	September 18, 2013	11:00 – 1:30
<b>October 3, 2013</b>	<b>12:00 – 1:00</b>	October 16, 2013	11:00 – 1:30
November 7, 2013	12:00 – 1:00	November 20, 2013	11:00 – 1:30
<b>December 5, 2013</b>	<b>12:00 – 1:00</b>	December 18, 2013	11:00 – 1:30

**NOTE:** Every other month for Metro JPA is proposed to be DARK *unless* an item requires action. The dates have been provided for tentative calendaring due to your busy schedules.

Meetings are held at  
MWWD MOC II Auditorium, 9192 Topaz Way, SD, CA 92023  
(*unless otherwise noted on the agenda*)

# AGENDA ITEM 15

## Attachment

**MetroTAC  
2012/13 Work Plan**

MetroTAC Items	Description	Subcommittee Member(s)
IRWMP	4:12: Metro TAC received a presentation from Cathy Pieroni (City of San Diego) on the Integrated Regional Water Management Program (IRWMP). Group is still relatively informal but plans to become more structured during its upcoming 2 year plan update. There is a governance & finance work group that starts in the 3 <sup>rd</sup> quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants. <i>9/19: Cathy Pieroni gave an update. Recommendation by IRWM to the RAC to include a seat for the Metro JPA. Bob Kennedy will attend the October 3, 2012 meeting representing the JPA&gt;</i>	Bob Kennedy
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Karen Jassoy Karyn Keese
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues.	Scott Huth Scott Tulloch Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011: wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Bob Kennedy Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs. 4/11: <i>Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater.</i> 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to <a href="http://www.dea.gov">www.dea.gov</a> to find your nearest location. 4/12: East County to host a prescription drug take back 4/28/12.	Greg Humora
Flushable Items that do not Degrade	Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support.	Eric Minicilli

MetroTAC Items	Description	Subcommittee Member(s)
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. <i>3/11: get update on local progress and status of grease rendering plant near Coronado bridge</i>	Eric Minicilli
Padre Dam Mass Balance Correction	11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda.4/12: This issue is scheduled as a standing item and discussed at each Metro TAC meeting until it is resolved. Currently Metro TAC is focusing on the statue of limitations.	Rita Bell Karyn Keese
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011.1/12: Final draft of report is due in March 2012.3/12: Final draft available for comments until 3/19/12 4/12: PUD staff to give presentation to Metro JPA at their May meeting. 5/12 PUD staff presented the Recycled Water Study to the Metro JPA at their May meeting. Metro JPA approved the Study as a planning document. Study to move forward to SD City Council in July 2012 with letter of support from JPA. 7/12: City of San Diego approved the Recycled Water Study; Study submitted on time to Coastal Commission. Final report uploaded to JPA website.	Scott Huth Al Lau Scott Tulloch Karyn Keese Jennifer Duffy
Recycled Water Rate Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. Metro TAC, in addition to individual PAs, has been engaged in this process and has provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued	Karyn Keese Rita Bell
City of San Diego Revised Procurement Process	8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. Technically any CIP projects under \$30 million may no longer need to be reviewed by the Metro TAC or JPA prior to City Council approval. Chairman Humora requested San Diego prepare a summary of the recent changes and the decision points for consideration of the TAC at the September meeting. <i>10/4: Metro Commission requests further review by TAC to recommend an appropriate level for CIP's to be brought forth to the Commission.</i>	Metro TAC



MetroTAC Items	Description	Subcommittee Member(s)
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study. 10/26/11: Back-up information has still not been received from staff. 8/12: San Diego to conduct business case evaluation and add to Capital Improvement Program as recommend by Metro Commission to San Diego City Council on July 17, 2012 in support of the Recycled Water Study.	Roberto Yano Bob Kennedy Karyn Keese Rita Bell
Recycled Water Study Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future. 7/12: Subcommittee to meet with PUD staff & consultants to review TM 8 and economic model. 8/12: Subcommittee has meet with City staff and consultants. Economic model has been received. City will not pursue cost allocations until Demonstration Project is complete due to staffing constraints.	Roberto Yano Al Lau Karyn Keese Rita Bell Kristen Crane
<b>Board Members' Items</b>		
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, Metro TAC and the Finance Committee will be monitoring the City's proposals as they move forward. 6/12: San Diego hired Black & Veatch as their rate consultant.	Karyn Keese
Exhibit E	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop.	Karen Jassoy Karyn Keese
Future bonding	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities 2/12: <i>Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative.</i>	Karyn Keese
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: <i>This Item does not have a champion. Should we remove?</i>	
SDG&E Rate Case	8/19: <i>Karyn to check with Paula regarding latest SDG&amp;E issues.</i>	Paula de Sousa
Metro JPA Strategic Plan	6/12: Chairman Ewin to establish a subcommittee to monitor the progress of strategic plan initiatives.	Ernie Ewin

Completed Items	Description	Subcommittee Member(s)
Debt Reserve and Operating Reserve Discussion	In March 2010, the JPA approved recommendations developed by Metro JPA Finance Committee, MetroTAC, and the City of San Diego regarding how the PA's will fund the operating reserve and debt financing. MetroTAC has prepared a policy document to memorialize this agreement. <b>Project complete: 4/10</b>	Scott Huth Karyn Keese Doug Wilson
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. <b>Project complete: 5/10.</b> 2/12: State has proposed new WDR regulations. Metro TAC will not reopen but Dennis Davies will stay on top of the issue.	Dennis Davies
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve <b>Project complete: 5/10</b>	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. <b>Project complete 7/10</b>	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. <b>Efforts closed 3/11</b>	Tom Howard Joe Smith
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. 2/8/11: <i>Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe).</i> 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. <b>Closed 4/18/12</b>	Al Lau
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal. 2/12: PUC has not accepted SDG&E's filing. Metro TAC move to close this item. Will continue to monitor this. 8/19: Karyn to check with Paula regarding latest SDG&E issues.	Paula de Sousa

Completed Items	Description	Subcommittee Member(s)
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11 Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project. 2/12: Metro TAC has completed their final review. Forwarded to Commission. 4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.	Augie Caires Ernie Ewin