REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007327
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 9/24/2014
SUBJECT: Pure Water San Diego Program As-Needed Engineering Technical Services Consultant		
PRIMARY CONTACT (NAME, PHONE): Ann Sasaki,858-292-6402 MS 901A	SECONDARY CONTACT (NAME, PHONE): Amy Dorman, 619-533-5248 MS 906	

COMPLETE FOR ACCOUNTING PURPOSES

FUND	700011				
FUNCTIONAL AREA	OTHR-00000000-WU				
COST CENTER	2000141512				
GENERAL LEDGER ACCT	512034				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	$1,000.00	$0.00	0.00	0.00	0.00
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Combined expenditures from Water and Metro funds expected to total $30,000,000 over five years. Expenditure will be task order based.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis		ORIG DEPT.	Sasaki, Ann	10/02/2014
Financial Management		CFO		
Comptroller		DEPUTY CHIEF	Heinrichs, Tony	11/03/2014
Equal Opportunity Contracting		COO		
Liaison Office		CITY ATTORNEY	Jung, Jeremy	
		COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: ☒ RESOLUTIONS ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

1. The Chief Financial Officer is authorized to add CIP A-LA.00001, PURE Water Program, to the Capital Improvement Program, and

2. The Chief Financial Officer is authorized to increase the Capital Improvement Program Budget in CIP A-LA.00001, PURE Water Program, and to appropriate and expend $5,000,000 of which $2,500,000 is from Fund

700010, Water Utility - CIP Funding Source and $2,500,000 is from Fund 700009, Metro Sewer Utility – CIP Funding Source for the purpose of funding the PURE Water Program upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer, and

3. The Mayor or his designee is authorized to execute an agreement with MWH Americas, Inc. to provide As-Needed Engineering Technical Services Consultant in an amount not to exceed $30,000,000 contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

4. The Chief Financial Officer is authorized to expend an amount not to exceed $30,000,000 in total from Water Utility CIP Fund 700010 and Metro Sewer CIP Fund 700009 over five (5) years for the purpose of funding the As-Needed Engineering Technical Services Consultant agreement with MWH Americas, Inc. contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

5. The Chief Financial Officer is authorized to expend an amount not to exceed $1,000 from Water Utility Operating Fund 700011 for the purpose of executing this agreement and meeting the minimum contract requirements.

6. Declaring that the As-Needed Consultant Contract is Statutorily Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Sections 15262, as it involves only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an Environmental Impact Report or Negative Declaration but does require consideration of environmental actions.

STAFF RECOMMENDATIONS:
Approve Requested Actions

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

COUNCIL DISTRICT(S):	Citywide
COMMUNITY AREA(S):	Citywide
ENVIRONMENTAL IMPACT:	Pursuant to CEQA Section 15352(a), approval of this as-needed contract for technical services to support the Pure Water Program does not constitute approval of the Project. Approval of the Project will occur once the environmental document has been completed in accordance with the provisions of CEQA Section 15004 and the City's LDC. Therefore, this action is Statutorily Exempt from CEQA pursuant to Section 15262 (Planning and Feasibility Studies) and will not foreclose review of alternatives or mitigation measures by the public as part of the CEQA review process.
CITY CLERK INSTRUCTIONS:	Please forward two (2) copies of the Resolution to Public Utilities Department, MS 901A (Attn. Jennifer Wolverton).

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 9/24/2014
ORIGINATING DEPARTMENT: Public Utilities
SUBJECT: Pure Water San Diego Program As-Needed Engineering Technical Services Consultant
COUNCIL DISTRICT(S): Citywide
CONTACT/PHONE NUMBER: Ann Sasaki/858-292-6402 MS 901A

DESCRIPTIVE SUMMARY OF ITEM:
This action is for approval of a 5-year $30,000,000 Agreement with MWH Americas, Inc. for As-Needed Engineering Technical Services to support the Public Utilities Department in the implementation of the Pure Water San Diego Program.
STAFF RECOMMENDATION:
Approve Requested Actions
EXECUTIVE SUMMARY OF ITEM BACKGROUND:
San Diego's imported water supplies face increasing stresses from a variety of sources. As a result, the region's supplies are becoming less reliable and more expensive. These circumstances, and the threat of further limitations on San Diego's water supplies, have intensified the need for new sources of water. Pure Water San Diego is the City's 20-year program to provide a safe, secure and sustainable local drinking water supply for San Diego. Recycled water will be turned into drinkable water through the use of water purification technology. Further, Pure Water's system-wide reuse will significantly reduce flows to the Point Loma Wastewater Treatment Plant (Point Loma). Pure Water is integral to both the application to renew Point Loma's Permit and the proposed legislation for secondary equivalency. The program will make San Diego more water independent and resolves regional wastewater issues. On April 29, 2014, the City Council adopted Resolution Number R-308906 supporting the Pure Water Program.

Pure Water implementation encompasses design and construction of new treatment facilities, securing regulatory approvals from the California Division of Drinking Water, Regional Water Quality Control Board, and the United States Environmental Protection Agency, financial and economic analysis and public outreach and education. To support these responsibilities and to ensure the efficient and effective use of resources, the City has a need for professional engineering and technical services on an as-needed basis. These services will support program-level decisions and project-level designs and implementation.

In July, the City of San Diego, Public Utilities Department advertised for an As-Needed Engineering Technical Services Consultant to assist in managing the Pure Water Program. Five proposals were received and a selection committee, in compliance with City Policy 300-7 was convened. All five proposers were short listed and interviewed. MWH Americas, Inc. was selected as the most qualified firm. The proposed contract with MWH will last five years. The total contract amount will be $30 million. The Public Utilities Department will maximize the use of City staff both within the Department and Citywide. However, due to the City's lack of

experience in building and obtaining regulatory approvals for potable reuse facilities and the urgency of bringing these facilities online, the Public Utilities Department recommends the use of this As-Needed Engineering Consultant Technical Services Contract in implementing the Pure Water Program. The Consultant will supplement City staff and will provide the guidance and technical support needed to manage this large and complex program. Work will be authorized on a task order basis.

FISCAL CONSIDERATIONS:
The total contract is not to exceed $30,000,000 over five (5) years. Funds are or will be available in Water Utility CIP Fund 700010 and Metro Sewer CIP Fund 700009, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer. Funds will be allocated on a task order basis.

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION:
The Recycled Water Study was received by Council under Resolution Number R-307585 on July 17, 2012. The City Council adopted Resolution R-308906 on April 29, 2014 supporting the Pure Water Program.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:
The Independent Rates Oversight Committee will review this action on October 20, 2014. The Metro Commission will review the recommended actions on October 16, 2014.

In April 2014, the City formed the Pure Water Working Group to provide diverse viewpoints and input on the City's efforts to provide a safe, secure and local drinking water supply. The group includes representatives from community planning groups, businesses, City Council District Offices, environmental groups, and water coalitions. The group has been meeting on a monthly basis since May 2014.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:
The stakeholders in this Program included San Diego Coastkeeper, the San Diego Chapter of the Surfrider Foundation, the Metro Wastewater Participating Agencies, the Independent Oversight Committee, and Water and Wastewater Ratepayers. The Stakeholders played an important role in the development of the Pure Water Program.

Sasaki, Ann
Originating Department

Heinrichs, Tony
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO **EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**	DATE: October 27, 2014
SUBJECT: Pure Water San Diego Program As-Needed Engineering Technical Services Consultant	

GENERAL CONSULTANT INFORMATION

Recommended Consultant: MWH Americas, Inc (Not Certified, M Cauc)

Amount of this Action: $ 1,000.00
Cumulative Amount: $30,000,000.00 (Not to Exceed)

Funding Source: City of San Diego

Goals: 20% Voluntary SLBE / ELBE

SUBCONSULTANT PARTICIPATION

Brown and Caldwell (Not Certified)	$ 7,860,000	26.20%
Aark Engineering, Inc. (ELBE)	$ 210,000	0.70%
Berggren Land Surveying & Mapping, Inc. (ELBE)	$ 210,000	0.70%
Beyaz & Patel, Inc. (SLBE)	$ 450,000	1.50%
BLP Engineers, Inc. (ELBE)	$ 900,000	3.00%
Collaborative Services, Inc. (DBE, SLBE)	$ 300,000	1.00%
Darnell & Associates, inc. (S/ELBE)	$ 150,000	0.50%
DDB Engineering, Inc. (WBE, ELBE)	$ 150,000	0.50%
Mann, King Engineers, Inc. (ELBE)	$ 750,000	2.50%
Don Hinderliter Architect, Inc. (ELBE)	$ 75,000	0.25%
Eugene J. Gemperline, Inc. (SLBE)	$ 120,000	0.40%
Allied Geotechnical Engineers, Inc. (ELBE)	$ 60,000	0.20%
RBF Consulting (Not Certified)	$ 300,000	1.00%
Galardi Rothstein Group (Not Certified)	$ 300,000	1.00%
Garbini & Garbini (WBE, ELBE)	$ 45,000	0.15%
K2 Engineering, Inc. (W/MBE, ELBE)	$ 60,000	0.20%
Katz & Associates (WBE)	$ 1,200,000	4.00%
La Salle Solution, LLC (DBE, SLBE)	$ 300,000	1.00%
Ron E. Lacey (MBE, ELBE)	$ 150,000	0.50%
Christine L. Harvey dba Leopold Biological Services (WBE, S/ELBE)	$ 60,000	0.20%
Martin & Libby (WBE, SLBE)	$ 300,000	1.00%
MBN Group Architects (S/ELBE)	$ 75,000	0.25%
Michael R. Welch (ELBE)	$ 450,000	1.50%
Nellor Environmental Associates, Inc. (DBE)	$ 105,000	0.35%
Photo Geodetic Corporation (Not Certified)	$ 600,000	2.00%
Rocks Biological Consulting, Inc. (WBE, ELBE)	$ 60,000	0.20%
San Dieguito Engineering, Inc. (SLBE)	$ 420,000	1.40%
John Somerville (Not Certified)	$ 30,000	0.10%

Stine Solutions (SLBE)	$ 180,000	0.60%
Peace Engineering, Inc. (Not Certified)	$ 150,000	0.50%
Trussell Technologies, Inc. (Not Certified)	$ 2,850,000	9.50%
TSAC Engineering (WBE, S/ELBE)	$ 450,000	1.50%
Value Management Institute (DVBE, SLBE)	$ 150,000	0.50%
Vic Salazar Communications (D/MBE, S/ELBE)	$ 150,000	0.50%
Warner Architecture + Design, Inc. (WBE, ELBE)	$ 300,000	3.00%
Water Quality Solutions (Not Certified)	$ 105,000	0.35%
West Coast Civil, Inc. (ELBE)	$ 150,000	0.50%
Whitfield Barrett, Inc. (D/MBE, S/ELBE)	$ 150,000	0.50%
Wiggans Group, Inc. (DBE, ELBE)	$ 60,000	0.20%
Yen C. Tu Consulting (ELBE)	$ 150,000	0.50%
Total Certified Participation	**$ 8,520,000**	**28.40%**
Total Non-Certified Participation	**$12,015,000**	**40.05%**
Total Subconsultant Participation	**$20,535,000**	**68.45%**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

MWH Americas, Inc. submitted a Work Force Report for their San Diego County employees dated April 17, 2014 indicating 17 employees in their Administrative Work Force and 36 employees in their Trade Work Force.

The Administrative Work Force indicates under representations in the following categories:

Black, Asian and Filipino in A&E, Science, Computer
Female in Management & Financial

The Trade Work Force indicates under representations in the following categories:

Hispanic, Asian, Filipino and Female in A&E, Science, Computer
Female in Professional and Technical

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of October 21, 2014. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708), and the Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

CS for RW

ATTACHMENT AA

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: MWH Americas, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 380 Interlocken Blvd, Suite 200

City Broomfield County Broomfield State Colorado Zip 80021

Telephone Number: (303)533-1900 FAX Number: (303)533-1901

Name of Company CEO: Alan Krause

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

Address: 9444 Farnham Street, Suite 300

City San Diego County San Diego State California Zip 92123

Telephone Number: (858)751 1200 FAX Number: ( )

Type of Business: Consulting Type of License:

The Company has appointed: Barbara Norsen

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 370 Interlocken Blvd, Suite 300, Broomfield, CO 80021

Telephone Number: (303)410-4013 FAX Number: (303-)410-4100

☒ One San Diego County (or Most Local County) Work Force - Mandatory

☒ Branch Work Force *

☒ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of MWH Americas, Inc
(Firm Name)

Broomfield, Colorado hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this 7th day of August, 20 14.

Barbara Norsen
(Authorized Signature)

Barbara Norsen
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: MWH Americas, Inc. DATE: 08/01/14

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	4	1	0	0
Professional	0	0	1	0	0	0	0	0	0	0	8	1	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	1	1	0	0	0	0	0	0	12	3	0	0

Grand Total All Employees	17

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: MWH Americas, Inc. DATE: 08/01/14

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	4	0	5	0	0	0	0	0	13	4	0	0
Professional	1	2	2	4	23	2	0	0	0	1	28	11	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	2	0	0	0	0	0	0	0	4	1	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	5	0	0	0	0	0	0	2	3	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	1	3	8	9	28	2	0	0	0	1	47	19	0	1

Grand Total All Employees	119

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: MWH Americas, Inc. DATE: 08/01/14

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	10	1	1	1	1	0	0	0	80	28	0	0
Professional	3	0	10	12	10	6	1	1	0	0	124	84	1	1
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	1	1	2	0	0	0	0	0	4	1	0	0
Sales	0	0	1	0	0	0	0	0	0	0	6	5	0	0
Administrative Support	0	2	1	9	0	0	0	1	0	0	9	41	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	1	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	4	2	23	23	13	7	2	2	0	0	224	159	1	2

Grand Total All Employees	462

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force*

[3] Managing Office Work Force

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

City of San Diego
Human Resources Department
Request for Labor Relations Office Approval for Purchase Requisition

Requesting Department: Public Utilities Department
Vendor Name: TBD
Purchase Requisition #:
Department Contact: Ann Sasaki
Date of Request: February ~~19, 2014~~
Contact Amount: $30 million total, 5 year contract

Please submit request to HumanResources@sandiego.gov or Mail Station 56L

Question	Department Response
What is the contract for?	The Public Utilities Department is embarking on a significant capital improvement program (Pure Water Program) to ensure reliable water supplies for the future and to resolve permitting issues at the Point Loma Wastewater Treatment Plant. This undertaking will involved more than $2 Billion of infrastructure being constructed over the next 20 years. Managing a program of this size will require a depth and breadth of resources and specialized experience currently not available within existing staff. The program involves the planning, design and construction of advanced water treatment plants, risk assessments to determine the quality and safety of purified water produced, technical reports for regulatory review, permit acquisition, financing and economics, scheduling, monitoring and control, facility startup and testing and significant public education and community outreach. The Program Management consultant will provide a broad array of services and program tools that will be necessary to effectively manage the program. These include program support services to initiate, plan, execute, monitor, control, commission and close out projects and the program. This project requires specialized professional management, engineering, financial, and public relations services to support the program on a fixed contract and as-needed basis. Tasks vary in type including: studies, 10% designs, third party reviews or audits, permitting and regulatory review, cost estimating, financial studies, rate design, economical impact, procurement strategies, and outreach efforts. Expertise in the following areas is required: water/wastewater/recycled water engineering, traffic engineering, soil/geotechnical engineering, hydrogeological/geological engineering, surveying, civil engineering, electrical engineering, mechanical engineering, "fair cost estimating, architectural engineering, instrumentation and controls engineering, environmental, knowledge of federal and state regulatory requirements for reuse of water, financing, economics, contracting and public relations.

Are City employees currently performing any of the work?	**No.** Preliminary engineering and planning work associated with this Program is currently being done by consultant staff under the supervision and management of City staff. This contract will provide support for the implementation of the Program.
Will any City employees be displaced as a result of this bid?	**No.** This consulting work is above and beyond City employees' job duties and will not result in displacement of City employees.
If this is a renewal of an existing contract, how long have these services been contracted out?	**No.** This is a new contract.

NOTE: If a public works construction contract and over $100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is Approved* from a labor relations perspective in accordance with the City's Contracting Protocols.

Labor Relations Office — Date 7/21/14

*See Ann Sasaki's 7/21/14 e-mail regarding need to expand contract from $10m over 3 yrs to $5 million per year for total of $30 million over 5 years due to the drought

* per Ann → scope of work has not changed except accelerating timeframe

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

MWH AMERICAS, INC.

FOR

AS-NEEDED ENGINEERING TECHNICAL SERVICES CONSULTANT FOR PURE WATER SAN DIEGO PROGRAM

CONTRACT NUMBER: H156303

AGREEMENT FOR CONSULTANT SERVICES

TABLE OF CONTENTS

ARTICLE I
CONSULTANT SERVICES

1.1 Scope of Services 1
1.2 Task Administrator 2
1.3 City Modification of Scope of Services 2
1.4 Written Authorization 2
1.5 Confidentiality of Services 2
1.6 Competitive Bidding 3

ARTICLE II
DURATION OF AGREEMENT

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

ARTICLE III
COMPENSATION

3.1 Amount of Compensation 5
3.2 Manner of Payment 5
3.3 Additional Costs 5
3.4 Eighty Percent Notification 5

ARTICLE IV
CONSULTANT'S OBLIGATIONS

4.1 Industry Standards 5
4.2 Right to Audit. 6
4.3 Insurance. 6
4.4 Subcontractors 9
4.5 Contract Activity Report. 10
4.6 Non-Discrimination Requirements. 10
4.7 Drug-Free Workplace. 11

4.8 Title 24/Americans with Disabilities Act Requirements 11
4.9 Product Endorsement 12
4.10 Conflict of Interest. 12
4.11 Mandatory Assistance 13
4.12 Compensation for Mandatory Assistance 13
4.13 Attorney Fees related to Mandatory Assistance 13
4.14 Energy Conservation Specifications 13
4.15 Notification of Increased Construction Cost. 14
4.16 Sustainable Building Policy 14
4.17 Design-Build Competition Eligibility 14
4.18 Storm Water Management Discharge Control 14
4.19 ADA Certification 15
4.20 Prevailing Wage Rates 15

ARTICLE V
RESERVED

ARTICLE VI
INDEMNIFICATION: LIMITATION OF LIABILITY

6.1 Indemnification 17
6.2 Design Professional Services Indemnification and Defense. 17
6.3 Insurance 17
6.4 Enforcement Costs 17
6.5 Limitation of Liability 17

ARTICLE VII
MEDIATION

7.1 Mandatory Non-binding Mediation 18
7.2 Mandatory Mediation Costs 18
7.3 Selection of Mediator 18
7.4 Conduct of Mediation Sessions 18

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

8.1 Work for Hire 19
8.2. Rights in Data 19
8.3 Intellectual Property Rights Assignment. 19
8.4 Moral Rights 19
8.5 Subcontracting. 20
8.6 Publication Design. 20
8.7 Intellectual Property Warranty and Indemnification 20

8.8 Enforcement Costs 20

ARTICLE IX
MISCELLANEOUS

9.1 Notices. 20
9.2 Headings 21
9.3 Non-Assignment 21
9.4 Independent Contractors 21
9.5 Design Professional and Subcontractor Principals for Professional Services. 21
9.6 Additional Design Professionals or Contractors. 21
9.7 Employment of City Staff 21
9.8 Covenants and Conditions. 22
9.9 Compliance with Controlling Law 22
9.10 Jurisdiction and Attorney Fees 22
9.11 Successors in Interest 22
9.12 Integration 22
9.13 Counterparts 22
9.14 No Waiver 22
9.15 Severability 23
9.16 Municipal Powers 23
9.17 Drafting Ambiguities 23
9.18 Conflicts Between Terms 23
9.19 Design Professional Evaluation 23
9.20 Exhibits Incorporated 23
9.21 Survival of Obligations. 23
9.22 Contractor Standards 23
9.23 Equal Benefits Ordinance. 23
9.24 Public Records 24
9.25 Precluded Participation 24

EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Task Order Authorization

Exhibit C - Compensation and Fee Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
(AA) Work Force Report
(BB) Subcontractors List
(CC) Contract Activity Report
(DD) Consultant's Past Participation List

Exhibit E - Consultant Certification for a Drug-Free Workplace

Exhibit F - Determination Form

Exhibit G - City Council Green Building Policy 900-14

Exhibit H - Consultant Evaluation Form

Exhibit I - Contractor Standards Pledge of Compliance

Exhibit J - Equal Benefits Ordinance Certification of Compliance

Exhibit K - Regarding Information Requested under the California Public Records Act

Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

AS-NEEDED AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND MWH AMERICAS, INC. FOR CONSULTANT SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and MWH Americas, Inc. [Consultant] to provide Professional Services to the City for engineering technical services on an as-needed basis.

RECITALS

The City wants to retain the services of a professional engineering technical firm to provide the Professional Services on an as-needed, hourly fee basis.

The City is concerned that one Consultant may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Consultant to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Consultant.

The Consultant represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services on an as-needed, hourly fee basis [Agreement].

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

ARTICLE I
CONSULTANT SERVICES

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

1.1 Scope of Services. The scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Consultant shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Consultant shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work

reasonably anticipated as necessary for successful completion of each Task presented by the City.

1.1.2 Non-Exclusivity. The Consultant agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Consultants to perform substantially the same or similar Professional Services during the term of this Agreement.

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

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

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Tasks, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

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

Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

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

ARTICLE II
DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than **sixty (60)** months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order and shall not exceed the contract duration.

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

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

equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Consultant's inability to obtain materials, equipment, or labor.

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

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

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

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed $30,000,000.00. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of $1,000.00 to the Consultant.

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

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

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

ARTICLE IV
CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days

prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

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

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

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

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant has sole responsibility for ensuring that all design services as contained in issued Task Orders comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Consultant (i.e., that which provides the most access). Consultant warrants and certifies that any and all plans and specifications prepared for the City in accordance with

this agreement shall meet all requirements under Title 24 and ADAAG. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Costs under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Consultant shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Consultant shall prepare a cost savings matrix that lists each device being

considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

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

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

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

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time. Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

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

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

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

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

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

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

4.20.5. Working Hours. Consultant and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on Consultants and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

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

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

4.20.8. Labor Compliance Program. The City has its own Labor Compliance Program (LCP) as authorized by the DIR since 2011. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. Any questions concerning the City's LCP shall be directed the Equal Opportunity Compliance Program office.

ARTICLE V

RESERVED

ARTICLE VI
INDEMNIFICATION; LIMITATION OF LIABILITY

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

6.5 Limitation of Liability. Consultant's total aggregate liability, whether based in tort or contract, resulting from services rendered under this Agreement shall be limited to the amount of the fee paid but not to exceed $30,000,000, the amount of Consultant's total maximum compensation. Neither the Consultant nor the City shall be liable for any loss of business, loss of profit, or any other consequential or incidental damages resulting from breach of this Agreement by the other party. However, Consultant's liability for personal or property damage suffered by third parties as a result of Consultant's negligence, recklessness, intentional or willful misconduct shall not be affected or limited by this section.

ARTICLE VII
MEDIATION

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

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

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

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

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

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

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

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

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

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

8.4 Moral Rights Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity

or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

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

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

8.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

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

ARTICLE IX
MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement.

For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, Attn: Amy Dorman, 9192 Topaz Way, San Diego CA 92123 and notice to the Consultant shall be addressed to: MWH Americas, Inc., Attn: Peggy Umphres, 9444 Farnham St., Suite 300, San Diego, CA 92123.

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

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

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

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization **Julie Labonte, Victor Occiano, Peggy Umphres, Shane Trussell** [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

9.6 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Professional Services in the Scope of Services as described in issued Task Orders.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity

as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

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

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

9.10 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

9.14 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

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

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

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

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

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

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.23 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit J. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

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

9.25 Precluded Participation. In order to avoid any prohibited conflicts of interest, Consultant and all subconsultants shall be precluded form participating in contracts for services that are required or are subsequently called for by the services provided under this Agreement.

The remainder of this page has been intentionally left blank.

ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. _____, authorizing such execution, and by the Consultant pursuant to MWH America's signature authority document.

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

James Nagelvoort

Director, Public Works Department

I HEREBY CERTIFY I can legally bind MWH Americas, Inc. and that I have read all of this Agreement, this 4th day of November, 2014.

By Margaret Umphres

Name: Margaret B. Umphres

Title: Senior Project Manager

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

JAN I. GOLDSMITH, City Attorney

By_____

Deputy City Attorney

EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Task Order Authorization

Exhibit C - Compensation and Fee Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
(AA) Work Force Report
(BB) Subcontractors List
(CC) Contract Activity Report
(DD) Consultant's Past Participation List

Exhibit E - Consultant Certification for a Drug-Free Workplace

Exhibit F - Determination Form

Exhibit G - City Council Green Building Policy 900-14

Exhibit H - Consultant Evaluation Form

Exhibit I - Contractor Standards Pledge of Compliance

Exhibit J - Equal Benefits Ordinance Certification of Compliance

Exhibit K - Regarding Information Requested under the California Public Records Act

Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

SCOPE OF SERVICES

AS-NEEDED ENGINEERING TECHNICAL SERVICE CONSULTANT FOR PURE WATER SAN DIEGO PROGRAM (H156303)

REQUIREMENTS

The services provided by the selected Engineering Technical Services Consultant will include (but are not limited to) the following typical program support areas:

1.0 PROGRAM ADMINISTRATION AND CONTROLS

1.1 Establish a Program Management Office (PMO) which integrates City, and consultant staff to form a cohesive team to actively manage the program. The PMO will be located at the City's Kearny Mesa offices at 9192 Topaz Way, San Diego, CA 92123.

1.2 Prepare and submit a Program Management Plan (PMP) for approval by the City, which describes the steps, processes and controls necessary to successfully manage the Program. The Plan may include, but not be limited to:

1.2.1 Refine the overall Program goals and objectives, success factors and project delivery strategies,

1.2.2 Partner closely and effectively with internal Public Utilities staff on engineering, budgeting and financial planning, organizational effectiveness and change management, as needed,

1.2.3 Establish a functional organizational structure showing clear roles and responsibilities for members of the PMO, other City

Departments, the Participating Agencies, Independent Rates Oversight Committee (IROC), and key stakeholders,

1.2.4 Develop clear decision-making and issue resolution procedures;

1.2.5 Develop a communication plan for internal communications among project teams, operations, maintenance and consultant staff, as well as other City Departments,

1.2.6 Identify appropriate program control systems, consistent with existing City standards and procedures to manage various aspects of the program such as documentation, filing systems, records and archives, cost estimating, scheduling, change management, accounting and budgeting, and Quality Assurance/Quality Control (QA/QC), and

1.2.7 Refine and validate the Program scope and list of projects, schedules, and cost estimates as defined in the 2012 Recycled Water Study and subsequent Technical Memorandums while maintaining the multiple goals of the Program, and considering impacts of proposed projects on existing conveyance and treatment facilities. After the initial validation, reassess and refine the Program scope, schedule, and cost estimates on an annual basis to account for changes in Metro System flow projections, potable reuse regulations, or other factors that lead to significant differences in planned facility scopes and timing.

1.3 Identify project risks and develop a mitigation plan to address any constraints and risks to successful implementation of the Program.

1.4 Validate the existing public engagement and communication plan for external stakeholders which was prepared under a separate contract, and recommend strategies to expand upon the Department's existing Pure Water San Diego public education program.

1.5 Develop procedures for involving O&M staff in decision-making, design review, technology validation, tie-in and shutdown planning, acceptance testing, start-up and commissioning, training and transfer of operations and maintenance of newly constructed facilities.

1.6 Develop standards for the preparation of program documents, including standards for technical writing and editing, citations and bibliographies, graphics, document form and format, reproduction and final binding.

1.7 Develop effective design procedures to integrate reviews of plans and specifications, process optimization, coordination between consultants and Plant staff, inspection, material submittal review and testing, regulatory permit coordination, constructability, value engineering reviews, and reviews of engineer's estimates.

1.8 Develop an overall Program Schedule in Primavera P6 or equivalent software. The schedule shall incorporate the work breakdown structure format and identify key milestones and timelines. Identify potential conflicts or long lead-time items and find timely cost-effective resolutions to conflicts as they arise, schedule recovery strategies, and review schedules submitted by design consultants and design-builders. On a monthly basis, prepare and update the master schedule for the entire program based on actual progress. Perform Critical Path Method (CPM) analysis as necessary.

1.9 Develop and maintain a multi-year program baseline budget and cash flow projection of financial needs based on current schedules to assist the City with financing, bond sales and cash management.

1.10 Develop project level cost estimates for all elements of the program along with cash flow projections for each project. Project budgets should track all encumbered and spent project costs, as well as projected costs. The project budget shall also track contingencies and liabilities related to

each contract, and contract dates for contract compliance and fiscal control.

1.11 Produce a monthly schedule and budget status reports for use by senior management. The report shall include a detailed analysis of schedule and budget variances and recommend corrective actions, subject to approval by the City.

1.12 Conduct monthly meetings to ensure that the Program is completed as provided in the overall Program schedule to the satisfaction of the City's Program Manager.

1.13 Provide program audits and reports, in order to monitor and report overall program performance, as well as major project elements.

1.14 Develop and maintain an electronic non-proprietary web based document management system. Retain electronic copies of all project correspondence, plan submittals, review comments, study reports, data, contracts, change orders, invoices, as-builts and other project records. Develop and maintain a platform that allows the project team to easily share documents while maintaining appropriate security protocol and meeting City standards. During the implementation phase include City staff and provide training to City Staff to ensure a smooth transition as the City assumes responsibility for the document management system.

1.15 Prepare a QA/QC plan to ensure the Program is being implemented with the highest level of quality, consistency and according to industry best practices. Conduct QA/QC audits on annual basis to ensure compliance with the QA/AC Plan procedures and requirements.

1.16 Assist the City with contract procurement and management by developing Scopes Of Work (SOW) for professional services contracts for projects shown in Task 2.1.1; each project will require professional design and construction management services.

1.17 Provide support during an Independent Feasibility Study performed by outside consultants as a requirement of future bond offerings.

1.18 Provide support for revisions to the existing City/Participating Agency Regional Wastewater Disposal Agreement as well as any new agreements developed as a result of the implementation of the program.

1.19 Provide support in identifying and securing federal, state, or other grant funding for various project components, including identifying grant programs, assisting in the preparation of grant applications and contracts.

1.20 Participate in an average of three (3) external meetings (two hours per meeting) per month with the City Program Manager, and when directed by the City Program Manager, represent the City Program Manager at such meetings. Meetings may include, but are not limited to, presentations before governmental agencies, explanations to public community groups, and discussions with potential contractors who are seeking information about their business opportunities in the Program.

1.21 Provide training sessions and knowledge transfer workshops with City staff on program management, project management, program controls, budgeting and finance, process design, operations, public relations and communications, or other areas as requested by the City.

2.0 PLANNING AND ENGINEERING SUPPORT

The Engineering Technical Services Consultant shall be responsible for the following:

2.1 Pre-design, Project Definition Reports and Bridging Documents - The facilities planning work previously completed defines the CIP projects in relatively broad terms, i.e. basic information about size, capacity, layout and cost of facilities is provided and preliminary design criteria

are recommended. In this task, pre-designs or a project definition report will be prepared for each of the CIP projects. The project definition report is defined as "describing the facility to be built, project location, capacities, possible operational strategies, treatment processes, equipments/materials and critical constraints known to date."The final list of projects will be finalized by the City's Program Manager and will include the projects listed below:

2.1.1 North City Area

1. North City Advanced Water Purification Plant (Anticipated pre-design or project definition report to start immediately after Notice To Proceed [NTP]),

2. North City Advanced Water Purification Pump Stations (Anticipated pre-design or project definition report to start immediately after NTP),

3. North City to San Vicente Pipeline (Not part of this contract), and

4. North City Water Reclamation to North City Advanced Water Purification Plant Pump Station and Pipeline (Anticipated pre-design or project definition report to start within 6 months of NTP).

2.1.2 South Bay Area

1. South Bay SV8 Pump Station (Anticipated pre-design or project definition report to start within 6 months of NTP),

2. South Bay SV8 Forcemain (Anticipated pre-design or project definition report to start within 6 months of NTP),

3. South Bay Wastewater Treatment Plant Expansion (Anticipated pre-design or project definition report to start within 6 months of NTP),

4. South Bay Sludge Processing Facility (Anticipated pre-design or project definition report to start within 6 months of NTP),

5. South Bay Advanced Water Purification Facility (Anticipated pre-design or project definition report to start within 6 months of NTP), and

6. South Bay IPR Pipeline and Pump Station/s (Anticipated pre-design or project definition report to start within 6 months of NTP).

2.1.3 Harbor Drive Area (outside initial 5-year contract)

2.1.4 These pre-design or project definition reports will serve as the basis for Requests for Proposals which will be used in the selection of design consultants or design-build contractors. The level of effort for the pre-design is intended to be approximately 10 percent of the total level of effort required to complete the design and shall include alternative evaluation that will be needed for the environmental document. Also included with the pre-design or project definition report will be a suggested scope of work for the detailed design of each project, delineating the City's responsibilities and the design firms' responsibilities.

2.1.5 Each pre-design will provide site specific design criteria; preliminary soils reports; site specific risk assessment; process evaluations and recommendations; any equipment prequalification and evaluated bid test results; process diagrams; instrumentation and control requirements, hydraulic profile; civil

site layouts of major structures, road, and yard piping; identification of operations requirements and recommended design measures to address such requirements; preliminary layouts of structures and mechanical equipment for all major buildings and structures; plumbing and HVAC criteria; architectural concept, preliminary specification outlines; land/easement acquisition needs; environmental constraints/permit requirements; traffic constraints; community constraints (i.e. moratoriums); coordination with other CIP project construction schedules; identification of other-jurisdiction requirements; evaluation of various project delivery methods including but not limited to design-bid-build, design-build, construction-management-at-risk while considering the City's procurement process and timeline, regional contracting capacity, overall Program schedule, financial, regulatory, and other goals and objectives; evaluation of a construction plan and schedule; preparation of a permit work plan which identifies all permits and regulatory approval requirements for the implementation of the project, including operation of the facilities and compliance with AB 32, how these requirements may impact the project and a strategy for obtaining such permits in a timely manner, and a preliminary construction cost estimate.

2.2 Review and update existing design standards and guidelines to be used during implementation of the CIP. Add new standards and guidelines for advanced water treatment equipment and associated process monitoring equipment.

2.3 Develop a standard procedure for cost estimating to ensure that design and construction contingencies, escalation factors, construction management fees, allowances for furnishings, fixtures and equipment are applied consistently and appropriately.

2.4 Develop strategies and recommendations for vendor prequalification for advanced water treatment equipment.

2.5 Evaluate climate change and its impacts on proposed Pure Water Facilities, as well as the impacts of Pure Water facilities on the City's compliance with the City's Climate Action Plan. Evaluation shall include but not be limited to site specific risk assessment and quantification of Greenhouse Gas (GHG) emissions resulting from project implementation and facility operations.

2.6 Review and provide comments on the predesign report for the North City Purified Water Pump Station and Pipeline. Report is currently being prepared under a separate contract.

3.0 DESIGN SUPPORT

The Engineering Technical Services Consultant shall be responsible for the following:

3.1 Review and provide comments on design submittals for all facilities listed in Section 2.1.1, including plans (at 30%, 75%, 90% and 100% design), specifications, and study reports for completeness, accuracy and consistency with the pre-design or project definition report and latest adopted City standards. Conduct detailed engineering reviews,

3.2 Review project specific scheduling and cost estimate submittals and provide comments and recommendations for incorporation into the City's scheduling and cost control program,

3.3 Review the designer's progress against the project baseline schedule and recommend corrective action as needed,

3.4 Review, evaluate and provide recommendations on any requests for scope changes during design,

3.5 Provide technical expertise when needed to advise the City on key decisions during design and for resolving disputes,

3.6 Assist the City in the review and evaluation of value engineering proposals,

3.7 Coordinate commissioning requirements in both scopes of work and construction contracts to ensure obligations of the designers and contractors during the commissioning process are identified, developed, documented and implemented to the satisfaction of Plant O&M staff,

3.8 Conduct pilot testing of potential micro-filter and ultra-filter equipment. Testing will determine achievable membrane flux, recovery, cleaning frequency, cleaning chemical consumption, energy consumption, and any other relevant parameters needed to determine lifecycle costs. Research and analyze the benefits/risks associated with pre-purchasing material/equipment as directed by City staff,

3.9 Conduct pilot testing of reverse osmosis membranes. Testing will determine optimal operating conditions such as RO recovery, chemical addition, and management of waste streams (brine, centrate, etc.) to reduce future operating costs,

3.10 Conduct prequalification testing on alternative ultraviolet light and/or Advanced Oxidation processes, and

3.11 Conduct prequalification testing on alternative on-line integrity verification monitors.

4.0 ENVIRONMENTAL CONSULTANT COORDINATION

Work closely with the City and its environmental consultants during the planning, pre-design or project definition stage, design, and construction phases to support the City's ongoing environmental compliance efforts. Support City staff in the development and implementation of an environmental compliance

plan, which will include CEQA/NEPA and other resource agency permitting requirements.

5.0 PERMITTING AND REGULATORY SUPPORT

The Engineering Technical Services Consultant shall be responsible for securing full-scale potable reuse facility permitting approval from the State Water Resources Control Board (SWRCB) and final National Pollutant Discharge Elimination System (NPDES) permit from the San Diego Regional Water Quality Control Board (SDRWQCB) for reservoir augmentation. The Engineering Technical Services Consultant shall also:

5.1 Prepare and submit a draft regulatory approval work plan for securing permitting approvals for full-scale potable reuse facilities proposed for North City. The work plan shall identify: critical tasks and their required completion dates so permitting approvals adhere to the overall Program schedule, consultant and City staff resources required for each critical task, and critical success factors and contingency plans for resolving issues related to such factors,

5.2 Continually monitor SWRCB's ongoing progress towards finalizing surface water augmentation regulations and the report to the legislature on the feasibility of establishing direct potable reuse (DPR) regulations which are mandated to be concluded by the end of 2016. Recommend modifications to the overall Program schedule and to the scope of projects, in light of optimizing the balance between meeting anticipated regulatory criteria and Program objectives. Advise City of significant changes in anticipated regulations as they arise, and recommend additional program modifications as needed to address them,

5.3 Review and comment on up to five (5) documents related to ongoing potable reuse research projects in which the City is a participant,

5.4 Prepare the Title 22 Engineering Report for a full-scale North City-San Vicente potable reuse facilities and all necessary addenda, updates, and supplements,

5.5 Prepare Summary of SWRCB Public Hearing and Findings of Fact and Conditions for North City-San Vicente potable reuse facilities,

5.6 Review plans to enhance the Industrial Waste Control Program to ensure they support full alignment with the Title 22 Engineering Report,

5.7 Prepare NPDES permit application for full-scale North City-San Vicente potable reuse facilities,

5.8 Prepare application for amendments to the City's current water supply permit specific to the new source of water (Advanced Purified Water) for SWRCB review,

5.9 Review draft version of NPDES Permit and monitoring and reporting program requirements released by the SWRCB/SDRWQCB for reservoir augmentation. Prepare recommendations for any necessary revisions to draft NPDES permit and monitoring and reporting program documentation as part of permit approval process,

5.10 Prepare North City IPR Operation, Maintenance, and Monitoring Plan,

5.11 Review draft versions of tentative orders, Water Recycling Requirements, Waste Discharge Requirements, and Monitoring and Reporting Program requirements issued before adoption of the permit for full-scale project. Prepare any necessary comments to SWRCB,

5.12 Attend up to eight (8) meetings with SWRCB staff related to the above subtasks. Assume each meeting will be two hours in duration,

5.13 Develop a strategy for working with the Coastal Commission regarding the Point Loma NPDES permit and advocate and liaison with Commissioners, and

5.14 Prepare proposed regulatory criteria for full-scale direct potable reuse facilities.

6.0 PUBLIC EDUCATION AND STAKEHOLDER ENGAGEMENT

The Engineering Technical Services Consultant shall be responsible for providing the following services at the conclusion of the existing Katz and Associates Public Outreach Contract in May 2016.

6.1 Assist City staff in implementing the existing Pure Water Public Education and Stakeholder Engagement Plan,

6.2 Develop strategies to assess public support and make recommendations to modify the Public Education program as needed to address stakeholder concerns, and

6.3 Assist City staff in developing content to update education and outreach materials, fact sheets and brochures.

7.0 POSSIBLE PLANNING AND ENGINEERING SUPPORT OUTSIDE OF THE TERM OF THE INITIAL FIVE YEAR CONTRACT

The Engineering Technical Services Consultant shall be responsible for the following items which include, but are not limited to:

7.1 Retain the services of independent commissioning agents to ensure critical components of the Plant are properly installed, calibrated, tested, perform as intended and meet performance standards,

7.2 Identify and ensure new equipment is supplied with adequate training for Plant O&M staff and supplied with appropriate operations and maintenance manuals,

7.3 Assist with the integration of new equipment into existing asset management systems,

7.4 Prepare Title 22 Engineering Report for full-scale South Bay potable reuse facilities and all necessary addenda, updates, and supplements,

7.5 Prepare Summary of SWRCB Public Hearing and Findings of Fact and Conditions for South Bay potable reuse project,

7.6 Prepare NPDES permit for full-scale South Bay potable reuse facilities; and

7.7 Attend meetings with SDRWQCB staff related to the above subtasks.

END OF SCOPE OF SERVICES

EXHIBIT B

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.: **Date:**

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

Part A **Scope of Services**

1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

Part B **Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost for the Scope of Services for this Task Order is **$** _____ .

Part C **Personnel Commitment**

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D **Time Sequence**

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

City of San Diego	**Consultant**
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name: (Type)	
Title:	
Date:	

EXHIBIT C

COMPENSATION AND FEE SCHEDULE

MWH Americas	**Billing Classification**	**Rate $ USD**
	Principal	$ 295.00
	Technical Expert	$ 295.00
	Deputy Principal	$ 275.00
	Task Lead SPM	$ 250.00
	Supervising Professional	$ 230.00
	Managing Professional	$ 220.00
	Senior Professional	$ 195.00
	Professional II	$ 185.00
	Professional I	$ 155.00
	Associate	$ 125.00
	Assistant	$ 100.00
Name of Subconsultant	**Billing Classification**	**Rate $ USD**
aark engineering inc.	Principal Structural Engineer	$ 150.00
	Registered Structural Engineer	$ 125.00
	Registered Professional Engineer	$ 115.00
	Assistan Engineer (EIT)	$ 95.00
	Structural Draftsperson	$ 75.00
	Administrative/Clerical	$ 50.00
Allied Geotechnical Consultants	Principal	$ 175.00
	Senior Professional	$ 150.00
	Project Professional	$ 130.00
	Field/Lab Technician	$ 88.00
	Draftsperson	$ 75.00
	Clerical/WP	$ 65.00
Berggren Land Surveying & Mapping, Inc.	Land Surveyor/Principal	$ 128.60
dba/Berggren & Associates	Land Surveyor	$ 123.66
	Survey Technician	$ 120.39
	Admin Assistant	$ 66.84
Beyaz & Patel, Inc.	Principal Engineer	$ 216.00
	Senior Structural Engineer	$ 189.00
	Senior Engineer	$ 153.00
	Engineer	$ 127.00
	CAD Designer	$ 113.00
	Admin Assistant	$ 76.00

EXHIBIT C

BLP Engineers, Inc.	Project Support	$ 82.00
	Senior Project Support	$ 97.00
	Designer/Drafter/Technician	$ 102.00
	Senior Designer/Drafter/Technician	$ 138.00
	Project Engineer 1	$ 102.00
	Project Engineer 2	$ 128.00
	Project Engineer 3	$ 163.00
	Senior Project Engineer	$ 184.00
	Principal Engineer	$ 190.00
	Project Manager	$ 194.00
	President /Vice President/Principal	$ 203.00
Brown & Caldwell	Senior Vice President	$ 280.00
	Vice President/Program Advisor/Area Manager/Program Engineering Manager/ Principal Program Manager	$ 270.00
	Chief Engineer Executive Engineer CAD Leader Chief Scientist Chief Geologist/Hydrogeologist	$ 252.00
	Managing Engineer Senior Program Manager Managing Geologist/Hydrogeologist Managing Scientist Senior H&Safety Risk Manager	$ 234.00
	Supervising Engineer Supervising Constr. Engineer Supervising Engineer Chief Designer Supervising Scientist Supervising Geologist/ Hydrogeologist Health & Safety Risk Manager	$ 210.00
	Principal Engineer Principal Constr. Engineer Supervising Designer Program Manager II Principal Geologist/ Hydrogeologist Principal Scientist Health & Safety Risk Manager III	$ 202.00
	Senior Engineer Principal Designer Senior Constr. Engineer Senior Engineer Chief Drafter Program Manager I Senior Geologist/Hydrogeologist Senior Scientist Health & Safety Risk Manager II Senior Technical Writer	$ 179.00
	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator Geologist/Hydrogeologist III Scientist III Health & Safety Risk Manager I Senior PgM Cntrls Specialist	$ 159.00

	Engineer II Inspector II Lead Drafter Lead Illustrator Designer Geologist/Hydrogeologist II Scientist II GIS Specialist II Accountant III Technical Writer Word Processing Supervisor Executive Support Services II Project Analyst III	$ 134.00
	Engineer I Senior Drafter Senior Illustrator Assistant Designer Inspector I Geologist/Hydrogeologist I Scientist I Senior Field Service Technician GIS Specialist I Document Manager II Accountant II Word Processor IV Executive Support Services I Project Analyst II Project Coordinator II	$ 115.00
	Drafter Engineering Aide Inspection Aide Field Service Technician III Program Controls Specialist III Documents Manager I Accountant I Word Processor III Office/Support Services IV Project Coordinator I Senior Accounting Clerk	$ 98.00
	Assistant Drafter Field Service Technician II Program Controls Specialist II Word Processor II Office/Support Services III	$ 86.00
	Drafter Trainee Field Service Technician I Program Controls Specialist I Document Manager I Word Processor I Office/Support Services II	$ 81.00
	Office/Support Services I	$ 66.00
Collaborative Services, Inc.	President	$ 225.00
	Director of Business Operations	$ 185.00
	Principal - Communications	$ 175.00
	Communications Director	$ 150.00
	Snr Account Manager	$ 125.00
	Account Manager/Manager, Level 2	$ 105.00
	Account Manager, Level 1	$ 85.00
	Associate	$ 75.00
	Assistant	$ 60.00
	Administrative	$ 50.00
Darnell & Associates, Inc.	Firm Principal	$ 175.00
	Principal Transportation Engineer/ Planner	$ 150.00
	Senior Transportation Planner	$ 130.00
	Associate Engineer/ Planner	$ 125.00
	Transportation Eningeer/Planner	$ 115.00

EXHIBIT C

	Assistant Engineer	$	100.00
	Assistant Planner	$	90.00
	Transportation Analyst	$	80.00
	Traffic Engineering/ Planning Technican	$	75.00
	Word Processor	$	70.00
	Jr. Engineering/PlanningTechnican	$	65.00
DDB Engineering, Inc.	Firm Principal	$	180.00
Mann, King Enginers, Inc.	Sr. Project Manager/ Principal	$	177.75
dba DHK Engineers, Inc.	Sr. Engineer	$	162.25
	Sr. Cost Estimator	$	153.00
	Project Engineer	$	127.50
	CAD/ Designer	$	118.00
	Sr. Field Technian	$	98.50
	Field Technian	$	86.50
	Administrative Assistance	$	69.25
Eugene J Gemperline, Inc	Principal Consulting Hydraulic Engineer	$	205.00
Galardi Rothstein Group	Principal	$	240.00
	Financial Analyst	$	190.00
Garbini & Garbini Landscape Architecture, Inc.	Principal Landscape Architect	$	160.00
	Project Landscape Architect	$	135.00
	Senior Project Manager	$	123.00
	Project Manager	$	108.00
	Job Captain	$	95.00
	Designer	$	84.00
	Administrative	$	68.00
	Principal	$	160.00
Don Hinderliter Architect	Senior Project Mgr.	$	130.00
	Interior Designer	$	110.00
	Project Manager	$	105.00
	Designer	$	105.00
	Job Captain	$	85.00
K2 Engineering, Inc.	Civil Engineer/Geologist I	$	94.00
	Project Civil Engineer/Geologist II	$	121.00
	Certified Engineering Geologist	$	147.00
	Registered Geotechnical Engineer	$	147.00
	Clerical	$	65.00
	Drafter	$	72.00
	Laboratory Technician	$	82.00

EXHIBIT C

	Field Technician (prevailing wage)	$ 94.00
Katz & Associates	Sara Katz/Patricia Tennyson	$ 215.00
	Account Supervisor	$ 130.00
	Account Executive	$ 110.00
	Onsite Specialist	$ 75.00
	Engineer	$ 150.00
La Salle Solutions, LLC	Engineer	$ 150.00
	Estimator	$ 130.00
	Scheduler	$ 130.00
Ronald E. Lacey	CEO	$ 125.00
Christine L. Harvey dba	Regulatory Specialist Support/Fatal Flaw Analyses	$ 84.52
Leopold Biological Services		
Libby Engineers	Principal	$ 175.00
dba Martin & Libby	Sr. Structural Engineer	$ 140.00
	Project Engineer	$ 110.00
	Design Engineer	$ 85.00
	Chief Drafter	$ 80.00
	Drafter	$ 65.00
	Administrative	$ 50.00
MBN Group Architects	Principal	$ 160.00
	Project Manager	$ 155.00
	Sr. Designer	$ 114.00
	Designer	$ 108.00
	Project Architect	$ 134.00
	Drafter/CAD	$ 76.00
	Admin	$ 58.00
Michael Welch, Consulting Engineer	Principal	$ 160.00
Nellor Environmental Associates, Inc.	President/Permitting Regulatory Specialist	$ 190.00
Photo Geodetic Corp.	Principal / Production Manager	$ 95.00
	Certified (ASPRS) Photogrammetrist	$ 90.00
	Photogrammetric Production Manager	$ 85.00
	Digital data collection station with operator	$ 85.00
	Digital editing station with operator	$ 75.00
	Clerical	$ 40.00

EXHIBIT C

RBF Consulting, a company of Michael Baker International	Principal/Project Manager	$ 212.00
	Quality Control Specialist	$ 200.00
	Senior Civil Engineer/Task Manager	$ 175.00
	Civil Engineer	$ 162.00
	Civil Designer	$ 120.00
	CAD Technician	$ 100.00
	Environmental Analyst	$ 135.00
	Two Person Survey Crew	$ 250.00
	One Person Survey Crew	$ 175.00
	Senior GIS Analyst	$ 150.00
	GIS Analyst	$ 122.00
	Construction Manager	$ 200.00
	Graphics Manager	$ 135.00
	Graphic Artist	$ 115.00
	Technical Writer	$ 108.00
	Clerical	$ 78.00
Rocks Biological Consulting, Inc.	Principal	$ 160.00
	Manager	$ 145.00
	Senior Biologist	$ 120.00
	Biologist	$ 105.00
	Assistant Biologist	$ 90.00
	Clerical	$ 72.00
San Dieguito Engineering, Inc. (SDE)	Principal Engineer	$ 190.00
	Senior Associate Engineer	$ 145.00
	Associate Engineer	$ 120.00
	Assistant Engineer	$ 105.00
	Senior Designer	$ 105.00
	Associate Designer	$ 90.00
	Office Technician	$ 65.00
	Senior Surveyor	$ 150.00
	Associate Surveyor	$ 110.00
	Assistant Surveyor	$ 95.00
	Staff Surveyor	$ 75.00
	Two Man Field Crew	$ 230.00
John Somerville	CEO	$ 220.00
Stine Solutions	Principal Civil Engineer	$ 180.00

EXHIBIT C

Peace Enginering, Inc.	**ENGINEERING:**		
dba Stuart Engineering	Principal	$	195.00
	Project Manager	$	170.00
	Senior Engineer	$	155.00
	Associate Engineer	$	135.00
	Assistant Engineer	$	130.00
	Junior Engineer	$	110.00
	Engineering Aide	$	85.00
	PLANNING:		
	Principal	$	195.00
	Senior Planner	$	150.00
	Associate Planner	$	135.00
	Assistant Planner	$	110.00
	Junior Planner	$	80.00
	DESIGN AND DRAFTING:		
	Senior Designer	$	135.00
	Designer	$	120.00
	Senior Draftsperson	$	115.00
	Draftsperson	$	105.00
	FORENSIC ENGINEERING:		
	SURVEYING:		
	Chief of Survey	$	170.00
	Survey Calculations	$	130.00
	2-Person Survey Crew	$	210.00
	3-Person Survey Crew	$	255.00
	2-Person Prevailing Wage	$	255.00
	3-Person Prevailing Wage	$	310.00
	Clerical	$	85.00
Trussell Technologies, Inc	Senior Company Officer	$	281.00
	Principal Engineer III	$	236.00
	Principal Engineer II	$	220.00
	Principal Engineer I	$	202.00
	Supervising Engineer III	$	190.00
	Supervising Engineer II	$	179.00
	Supervising Engineer I	$	165.00
	Senior Engineer III	$	152.00
	Senior Engineer II	$	142.00
	Senior Engineer I	$	130.00
	Engineer II	$	120.00
	Engineer I	$	112.00
	Associate Engineer II	$	104.00
	Associate Engineer I, Office Manager III	$	97.00
	Assistant Engineer II, Office Manager II	$	89.00
	Assistant Engineer I, Office Manager I	$	83.00

	Office/ Lab Assistant II	$ 77.00
	Office/ Lab Assistant I	$ 72.00
Telesis Surveying and Civil Engineering (dba TSAC Engineering)	**Drafting**	
	CADD Technician	$ 109.00
	Senior CADD Technician	$ 121.00
	Surveying	
	One-Person Survey Crew	$ 108.00
	One-Person Survey Crew (Robotic, GPS)	$ 128.00
	Two-Person Survey Crew	$ 208.00
	Three-Person Survey Crew	$ 255.00
	Survey Analyst	$ 125.00
	Survey Manager	$ 162.00
Value Management Institute	Certified Value Specialist	$ 250.00
Vic Salazar Enterprises, LLC dba Vic Salazar Communications	CEO	$ 125.00
Warner Architecture and Design, Inc.	President_ EO Program Lead/Design	$ 195.00
	Director of Business Operations	$ 185.00
	Principal - Design	$ 175.00
	Project Architect	$ 140.00
	Job Captain	$ 90.00
	Designer / Drafter II	$ 75.00
	Designer / Drafter I	$ 65.00
	Art Director	$ 150.00
	Graphic Designer II	$ 90.00
	Graphic Designer I	$ 75.00
	Project Assistant	$ 60.00
	Administrative	$ 50.00
Water Quality Solutions, Inc.	Principal Consultant	$ 200.00
	Senior Engineer	$ 180.00
	Engineer II	$ 160.00
	Engineer	$ 140.00
	Associate Engineer II	$ 125.00
	Associate Engineer	$ 110.00
	Senior Scientist	$ 160.00
	Scientist	$ 130.00
	Associate Scientist II	$ 115.00
	Associate Scientist	$ 105.00

	Senior Programmer	$ 135.00
	Programmer Level II	$ 120.00
	Programmer	$ 105.00
	Assistant Programmer	$ 75.00
	Clerical	$ 65.00
	Intern	$ 65.00
West Coast Civil, Inc. 10727 Birch Bluff Ave, San Diego, CA 92131	Principal Engineer	$ 190.00
	Project Manager	$ 165.00
	Senior Engineer	$ 145.00
	Junior Engineer	$ 120.00
	Senior Designer	$ 105.00
	CAD Technician	$ 85.00
	Engineeting Aide	$ 75.00
Whitfield Barrett Marketing Communications	Branding / 541810	$ 155.00
Wiggans Group, Inc.	Project Mgr/Broker	$ 150.00
	Senior Right of Way Agent	$ 125.00
	Admin. Assistant	$ 75.00
Yen C Tu Consulting	President	$ 125.00

NOTE:

- 5% mark up on Subconsultant rates and Other Direct Costs (ODCs) allowed
- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (http://www.gsa.gov/portal/category/100120).
- All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the

City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City's Equal Opportunity Commitment 1

II. Nondiscrimination in Contracting Ordinance 1

III. Equal Employment Opportunity Outreach Program 2

IV. Small and Local Business Program 3

V. Demonstrated Commitment to Equal Opportunity 3

VI. Definitions 4

VII. Certification 6

VIII. List of Attachments 6

- **AA. Work Force Report 7**
- **BB. Subcontractors List 11**
- **CC. Contract Activity Report 12**
- **DD. Consultant Past Participation List 13**

I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. ***Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.***

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

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

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

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

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

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

A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.

B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

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

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

a. 20% participation – 5 points

b. 25% participation – 10 points
c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over $50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at http://www.sandiego.gov/eoc/boc/slbe.shtml.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

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

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

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

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.

2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. Definitions.

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

Certified **"Women Business Enterprise" (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

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

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

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

"Emerging Local Business Enterprise" (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $2.75 million – Construction
- $1.5 million – Specialty Construction
- $1.5 million – Goods/Materials/Services
- $1.5 million – Trucking
- $1.0 million – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

"Local Business Enterprise" (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12

consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

"Small Local Business Enterprise" (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- $5.0 million – Construction
- $3.0 million – Specialty Construction
- $3.0 million – Goods/Materials/Services
- $3.0 million – Trucking
- $2.0 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the income requirements to be defined as a Small Local Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VII. Certification.

Below are the EOCP – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

AA. Work Force Report
BB. Subcontractors List
CC. Contract Activity Report
DD. Consultant Past Participation List

ATTACHMENT AA

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101
Phone: (619) 533-3450 • Fax: (619) 533-3633

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: MWH Americas, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 380 Interlocken Blvd, Suite 200

City Broomfield County Broomfield State Colorado Zip 80021

Telephone Number: (303)533-1900 FAX Number: (303)533-1901

Name of Company CEO: Alan Krause

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

Address: 9444 Farnham Street, Suite 300

City San Diego County San Diego State California Zip 92123

Telephone Number: (858)751 1200 FAX Number: ( )

Type of Business: Consulting Type of License:

The Company has appointed: Barbara Norsen

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 370 Interlocken Blvd, Suite 300, Broomfield, CO 80021

Telephone Number: (303)410-4013 FAX Number: (303-)410-4100

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of MWH Americas, Inc
(Firm Name)

Broomfield, Colorado hereby certify that information provided
(County) *(State)*

herein is true and correct. This document was executed on this 7th day of August, 2014.

Barbara Norsen
(Authorized Signature)

Barbara Norsen
(Print Authorized Signature)

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

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	4	1	0	0
Professional	0	0	1	0	0	0	0	0	0	0	8	1	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	1	1	0	0	0	0	0	0	12	3	0	0

Grand Total All Employees	17

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	4	0	5	0	0	0	0	0	13	4	0	0
Professional	1	2	2	4	23	2	0	0	0	1	28	11	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	2	0	0	0	0	0	0	0	4	1	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	5	0	0	0	0	0	0	2	3	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	1	3	8	9	28	2	0	0	0	1	47	19	0	1

Grand Total All Employees	119

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	10	1	1	1	1	0	0	0	80	28	0	0
Professional	3	0	10	12	10	6	1	1	0	0	124	84	1	1
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	1	1	2	0	0	0	0	0	4	1	0	0
Sales	0	0	1	0	0	0	0	0	0	0	6	5	0	0
Administrative Support	0	2	1	9	0	0	0	1	0	0	9	41	0	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	1	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	4	2	23	23	13	7	2	2	0	0	224	159	1	2

Grand Total All Employees	462

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

ATTACHMENT BB

SUBCONSULTANTS LIST

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

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	**SLBE/ELBE(*/** MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Brown and Caldwell, 9665 Chesapeake Drive, Suite 201, San Diego, CA 92123	Lead planning, engineering and design support; overall program management support	26.2%	OBE	N/A
aark engineering inc., 4678 3rd Street, La Mesa, CA 91941	Structural Engineering	0.7%	ELBE	City of San Diego
Berggren Land Surveying & Mapping, Inc. dba/Berggren & Associates, 6046 Cornerstone Court West, Suite 116, San Diego, CA	Land Surveying	0.7%	ELBE	City of San Diego
Beyaz & Patel, Inc., 16935 West Bernardo Drive, Suite 100, San Diego, CA 92127	CADD	1.5%	SLBE	City of San Diego
BLP Engineers, Inc., 1533 Honey Hill Road, El Cajon, CA 92020	Support of Predesigns and Review of Detailed Designs	3%	ELBE	City of San Diego

Collaborative Services, Inc., 625 Broadway, Suite 835, San Diego, CA 92101	Public Outreach Support	1%	DBE, SLBE	DBE – U.S. DOT SLBE – City of San Diego
Darnell & Associates, Inc., 2870 Fourth Ave, #A, San Diego, CA 92103	Traffic Engineering	0.5%	SLBE, ELBE	City of San Diego
DDB Engineering, Inc. 15635 Alton Parkway, Suite 117, Irvine, CA 92618	Permitting and Regulatory Support	0.5%	WBE, DBE	Caltrans
Mann, King Engineers, Inc. DBA DHK Engineers, Inc., 1851 Skyhill Place, Escondido, CA 92026	Energy & Cost Estimation	2.5%	ELBE	City of San Diego
Don Hinderliter Architect, Inc., 8690 Balboa Ave., Ste. 200, San Diego, CA 92123	Architecture	0.25%	ELBE	City of San Diego
Eugene J. Gemperline Inc., 812 Luminara Way, San Marcos, CA	Hydraulic Transient Analyses	0.4%	SLBE	City of San Diego

* *Listed for informational purposes only.*

** *Consultant shall indicate if Subcontractor is certified by* one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	**SLBE**
Emerging Local Business Enterprise	**ELBE**

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	**SLBE/ELBE(*/** MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Allied Geotechnical Engineers, Inc., 500 Cuyamaca Street, Suite 102, Santee, CA 92071	Geotechnical/ Geology	0.20%	ELBE	City of San Diego
RBF Consulting, a company of Michael Baker International, 9755 Clairemont Mesa Blvd, San Diego, CA 92124	Advisory	1.0%	OBE	N/A
Galardi Rothstein Group, 3300 N. Lake Shore Dr., Unit 6C, Chicago, IL 60657	Strategic Financial Planning	1.0%	OBE	N/A
Garbini & Garbini Landscape Architecture, Inc., 715 J St. Ste 307, San Diego, CA 92101	Landscape Architecture	0.15%	ELBE, WBE, DBE	ELBE – City of San Diego WBE/DBE – Caltrans
K2 Engineering, Inc. 12595 Ragweed St, San Diego, CA	Geotechnical Engineering	0.2%	ELBE, W/MBE	ELBE – City of San Diego W/MBE – Caltrans
Katz & Associates, 5400 Morehouse Dr., Suite 1000, San Diego, CA 92121	Public Education and Stakeholder Outreach	4.0%	WBE	Caltrans, CPUC/Supplier Clearinghouse
La Salle Solutions, LLC, 900 F Street Ste. 128, San Diego, CA 92101	Support Services During Design	1.0%	SLBE, DBE	SLBE – City of San Diego DBE – Caltrans CUCP
Ron E. Lacey, PO Box 120097, San Diego, CA 92112	Community Outreach	0.5%	ELBE, MBE	ELBE – City of San Diego MBE – CA Public Utilities Commission

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	**SLBE/ELBE(*/** MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Christine L. Harvey dba Leopold Biological Services, 11160 Portobelo Drive, San Diego, CA 92124	Fatal Flaw Analyses	0.2%	SLBE/ELBE, WBE	SLBE/ELBE – City of San Diego WBE – CPUC
Martin & Libby, 4452 Glacier Avenue, San Diego, CA 92120	Structural Engineering	1.0%	SLBE, DBE, WBE	SLBE – City of San Diego DBE – CUCP WBE – CA Public Utilities
MBN Group Architects, 5755 Oberlin Dr. Ste 300, San Diego, CA 92121	Architecture	0.25%	SLBE/ELBE	City of San Diego
Michael R. Welch, Ph.D., P.E., Consulting Engineer 2735 San Clemente Terrace, San Diego, CA 92122	Facilities planning, regulatory compliance and permitting	1.5 %	ELBE	City of San Diego
Nellor Environmental Associates, Inc., 4024 Walnut Clay Dr., Austin, TX 78731	Permitting/ Regulatory Support	0.35%	DBE	DBE – Caltrans
Photo Geodetic Corporation, 1161 E. Main St., Suite 102, El Cajon, CA 92021	Topographic Mapping, Orthophoto production	2.0%	ELBE	City of San Diego
Rocks Biological Consulting, Inc., 5101 September Street, San Diego, CA 92110	Biological Services	0.20%	ELBE, WBE	ELBE – City of San Diego WBE – State Clearinghouse/ CPUC
San Dieguito Engineering, Inc. (SDE), 4407 Manchester Ave., Suite 105, Encinitas, CA 92024	Survey, Utility Mapping	1.4%	SLBE	City of San Diego
John Somerville, 238 Jameson Court, Sierra Madre, CA 91024	Advisory Services	0.10%	OBE	N/A

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	**SLBE/ELBE(*/** MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Stine Solutions, 26984 Banbury Dr, Valley Center, CA, 92082	Engineering Assessments	0.60%	SLBE	City of San Diego
Peace Engineering, Inc. (dba Stuart Engineering), 7525 Metropolitan Drive, Suite 308, San Diego, CA 92108	Civil Engineering / Surveying	0.50%	SLBE	City of San Diego
Trussell Technologies, Inc., 380 Stevens Ave., Suite 308, Solana Beach, CA 92075	Potable Reuse Services	9.5%	OBE	N/A
TSAC Engineering, 16885 Via Del Campo Ct, Sutie 304, San Diego, CA 92127	Computer-Aided Design and Drafting	1.5%	SLBE/ELBE, WBE	SLBE/EBE – City of San Diego WBE – Supplier Clearinghouse (CPUC)
Value Management Institute, 10329 Leafwood Place, San Diego, CA	Value Engineering Support and Services	0.5%	SLBE, DVBE	SLBE – City of San Diego DVBE – CA DGS
Vic Salazar Communications, 2247 Indigo Drive, El Cajon, CA 92019	Community Outreach	0.5%	SLBE/ELBE, MBE, DBE	SLBE/ELBE – City of San Diego MBE – CA Public Utilities Commission DBE – Caltrans
Warner Architecture + Design, Inc., 625 Broadway, Ste 835, San Diego, CA 92101	Technical and Communication Graphic Design Support, Lead Small Business Development Program	3.0%	DBE, WBE, ELBE	ELBE – City of San Diego DBE/WBE – Caltrans
Water Quality Solutions, 1726 Three Springs Rd., McGaheysville, VA 22840	Reservoir Water Quality Modeling	0.35%	OBE	N/A

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	**SLBE/ELBE(*/** MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
West Coast Civil, Inc., 10727 Birch Bluff Avenue, San Diego, CA 92131	Infrastructure Planning and Design	0.5%	ELBE	City of San Diego
Whitfield Barrett, Inc., dba Whitfield Barrett Marketing Comm., 2009 Talon Way, San Diego, CA 92123	Branding	0.5%	SLBE/ELBE, MBE, DBE	SLBE/ELBE – City of San Diego MBE – Supplier Clearing LA DBE – Caltrans
Wiggans Group, Inc., PO Box 210, Bonsall, CA 92003	Right of Way Acquisition	0.20%	ELBE, DBE	ELBE – City of San Diego DBE – Caltrans
Yen C. Tu Consulting, 11074 Roxboro Road, San Diego, CA 92131	Support of Public Outreach	0.5%	ELBE	City of San Diego

CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force*

[3] Managing Office Work Force

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

ATTACHMENT CC

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT:_____ **PRIME CONTRACTOR:**_____

CONTRACT AMOUNT:_____ **INVOICE PERIOD:**_____ **DATE:**_____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Miramar Water Treatment Plant Upgrade and Expansion

TYPE OF PROJECT: Water Treatment Plant DOLLAR VALUE OF CONTRACT: $13,886,100

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: Richard Brady & Associates Address: 3710 Ruffin Road City: San Diego State: CA Zip: 92123 Phone: 858-496-0500	Designer	Engineering Design	$2,860,500	MBE/DBE (at the time)	CPUC, California Dept of Transportation
Name: Winstead and Company Address: 3940 7th Avenue Suite 210 City: San Diego State: CA Zip: 92103 Phone: 619-692-1094	Designer	Monitored the utilization of D/M/WBE subcontractors	$50,000	DBE (at the time)	California Dept of Transportation
Name: Testing Services and Inspection, Inc. (TSI) Address: 3030 Main Street City: San Diego State: CA Zip: 92113 Phone: 619-234-9904	Supplier	Completed materials testing	$220,200	SMBE, SWBE, DBE	City of San Diego, California Dept of Transportation

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: CPM Address: P O Box 1521 City: Walnut State: CA Zip: 91788 Phone: 909-598-9898	Designer	Cost Estimating to support design	$791,500	DBE, SB(Micro)	City of Los Angeles, State of California Dept of General Services

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Lower Otay Water Treatment Plant – Phase 1 Upgrades

TYPE OF PROJECT: Planning, Pre-Design and Design DOLLAR VALUE OF CONTRACT: $1,350,024

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: Richard Brady & Associates Address: 3710 Ruffin Rd City: San Diego State: CA Zip: 92123 Phone: 858-496-0500	Designer	Detailed engineering design plans and specifications	$386,146	MBE, DBE (at the time)	CPUC, California Dept of Transportation
Name: Professional Consulting Group Address: 9865 Mozelle Lane City: La Mesa State: CA Zip: 91941 Phone: 619-660-1355	Designer	Detailed engineering design plans and specifications	$14,008	MBE/WBE	Caltrans
Name: Address: City: State: Zip: Phone:					

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Lower Otay Water Treatment Plant – Phase 2 Upgrades

TYPE OF PROJECT: Planning, Pre-Design and Design DOLLAR VALUE OF CONTRACT: $1,539,984

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name: Richard Brady & Associates Address: 3710 Ruffin Rd City: San Diego State: CA Zip: 92123 Phone: 858-496-0500	Designer	Detailed engineering design plans and specifications	$294,953	MBE, DBE (at the time)	CPUC, California Dept of Transportation
Name: Address: City: State: Zip: Phone:					
Name: Address: City: State: Zip: Phone:					

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: As-Needed Engineering Technical Services Consultant for Pure Water San Diego Program

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

FIRM NAME: MWH Americas, Inc.

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

Signed

Printed Name Julie L. Labonte, PE

Title Director of Programs - Americas

Date 08/12/14

EXHIBIT F

INSTRUCTION SHEET FOR

DISCLOSURE DETERMINATION FOR CONSULTANT (Form CC-1671)

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

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

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

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

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

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

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

EXHIBIT F

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: PUBLIC UTILITIES DEPARTMENT

2. Name of Specific Consultant & Company: MWH. AMERICAS, INC.

3. Address, City, State, ZIP: 9444 FARNHAM STREET SUITE 300 SAN DIEGO, CA 92123

4. Project Title (as shown on 1472, "Request for Council Action"): PURE WATER SAN DIEGO PROGRAM AS-NEEDED ENGINEERING TECHNICAL SERVICES CONSULTANT

5. Consultant Duties for Project: TO PROVIDE SPECIALIZED TECHNICAL SUPPORT ON AS-NEEDED BASIS IN SUPPORT OF THE PURE WATER SAN DIEGO PROGRAM

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

By: Ann Sasaki, Assistant Director, Public Utilities
[Name/Title]*

10/24/14
[Date]

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

EXHIBIT F

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

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

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

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

EXHIBIT G

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14"Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.

2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).

3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.

4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.

5. Reduce the quantity of indoor air contaminates that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.

6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

EXHIBIT G

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.

2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminates introduced into San Diego's bays, beaches and the ocean.

3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.

4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.

5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.

6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.

7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).

2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).

3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:

   a. 15% better than California's Title 24.2001 for Residential Buildings.
   b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.

2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.

3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.

2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.

3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.

4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination

by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.

2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
400-11, Water Conservation Techniques
400-12, Water Reclamation/Reuse
900-02, Energy Conservation and Management
900-06, Solid Waste Recycling

HISTORY:
Adopted by Resolution R-289457 11/18/1997
Amended by Resolution R-295074 06/19/2001
Amended by Resolution R-298000 05/20/2003

EXHIBIT H

CITY OF SAN DIEGO

Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name and address of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager: Phone: (_____)
1c. Budgeted Cost: $ WBS/IO:	

3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: (_____)

4. & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)

4. **Design**

4a. Agreement Date: _____ Resolution #: R-_____ $_____

4b. Amendment(s): $_____ / #_____ (City) $_____ / #_____ (Consultant)

4c. Total Agreement (4a. & 4b.): $_____

4d. Type of Work (design, study, etc.):

4e. Key Contract Completion Dates:

	%	%	%	%	%	100 %
Agreement						
Delivery						
Acceptance						

5. **Construction**

5a. Contractor _____ Phone (_____)
(name and address)

5b. Superintendent _____

5c. Notice to Proceed _____ (date)

5d. Working days _____ (number)

5e. Actual Working days _____ (number)

5f. Change Orders:

Errors/Omissions	_____ % of const. cost	$_____
Unforeseen Conditions	_____ % of const. cost	$_____
Changed Scope	_____ % of const. cost	$_____
Changes Quantities	_____ % of const. cost	$_____

Total Construction Cost $_____

6. OVERALL RATING (Please ensure Section II is completed)

	Excellent	Satisfactory	Poor
6a. Plans/Specification Accuracy	☐	☐	☐
Consistency with Budget	☐	☐	☐
Responsiveness to City Staff	☐	☐	☐

6b. Overall Rating _____

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date _____

7b. Deputy Director _____ Date _____

(4/91)

Section II — SPECIFIC RATING

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise	☐	☐	☐	☐
Plans/Specs Coordination	☐	☐	☐	☐
Plans/Specs properly formatted	☐	☐	☐	☐
Code Requirements covered	☐	☐	☐	☐
Adhered to City Standard Drawings/Specs	☐	☐	☐	☐
Drawings reflect existing conditions	☐	☐	☐	☐
As-Built Drawings	☐	☐	☐	☐
Quality Design	☐	☐	☐	☐
Change Orders due to design deficiencies are minimized	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

RESPONSIVENESS TO CITY STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Timely Responses	☐	☐	☐	☐
Attitude toward Client and review bodies	☐	☐	☐	☐
Follows direction and chain of responsibility	☐	☐	☐	☐
Work product delivered on time	☐	☐	☐	☐
Timeliness in notifying City of major problems	☐	☐	☐	☐
Resolution of Field problems	☐	☐	☐	☐

CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Reasonable Agreement negotiation	☐	☐	☐	☐
Adherence to fee schedule	☐	☐	☐	☐
Adherence to project budget	☐	☐	☐	☐
Value Engineering Analysis	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

Section III — SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item_____: _____

_____

Item_____: _____

_____

Item_____: _____

_____

Item_____: _____

_____

Item_____: _____

_____

Item_____: _____

_____

(*Supporting documentation attached: Yes ☐ No ☐)

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS

Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than $50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

As-Needed Engineering Technical Serivces Consultant For Pure Water San Diego Program

B. BIDDER/CONTRACTOR INFORMATION:

MWH Americas, Inc.			
Legal Name		DBA	
9444 Farnham Street, Suite 300	San Diego	CA	92123
Street Address	City	State	Zip
Peggy Umphres, Proposed Program Administration and Delivery Lead		858-751-1212	N/A
Contact Person, Title		Phone	Fax

C. OWNERSHIP AND NAME CHANGES:

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

   ☐ **Yes** ☒ **No**

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

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

   ☐ **Yes** ☒ **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☒ **Corporation** Date incorporated: 10/18/1954 State of incorporation: California

List corporation's current officers:
President: Alan Krause (MWH Global, Inc.)
Vice Pres: Dan McConville (MWH Americas, Inc. President)
Secretary: David Tomlinson
Treasurer: Thomas Payne

Is your firm a publicly traded corporation? ☐ **Yes** ☒ **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: / / State of formation:

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: / / State of formation:

List names of all firm partners:

☐ **Sole Proprietorship** Date started:

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date started:

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   ☐ **Yes** ☒ **No**

   If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

☐ Initial submission of *Contractor Standards Pledge of Compliance.*

☒ Update of prior *Contractor Standards Pledge of Compliance* dated: 2/24/2012

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

(a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) To notify the Purchasing Agent within fifteen (15) 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 laws stated in paragraph (a).

(c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.

(e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Julie L. Labonte, PE Director of Programs - Americas		8/12/2014
Print Name, Title	Signature	Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

F2 – This information is not tracked by MWH.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Julie L. Labonte, PE Director of Programs - Americas		8/12/2014
Print Name, Title	Signature	Date

EQUAL BENEFITS ORDINANCE

CERTIFICATION OF COMPLIANCE

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: MWH Americas, Inc.	Contact Name: Julie L. Labonte, PE
Company Address: 9444 Farnham Street, Suite 300, San Diego, CA 92123	Contact Phone: 415-359-9463
	Contact Email: Julie.L.Labonte@mwhglobal.com

CONTRACT INFORMATION

Contract Title: As-Needed Engineering Technical Services Consultant for Pure Water San Diego Program	Start Date:
Contract Number (if no number, state location): H156303	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at *www.sandiego.gov/administration*.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

☒ I affirm **compliance** with the EBO because my firm *(contractor must select one reason):*

- ☒ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Julie L. Labonte, PE, / Director of Programs - Americas		08/12/14
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis**, **including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

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

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

MWH Americas, Inc.

Name of Firm

Signature of Authorized Representative

Julie L. Labonte, PE, Director of Programs - Americas

Printed/Typed Name

08/12/14

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: As-Needed Engineering Technical Services Consultant for Pure Water San Diego Program

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

MWH Americas, Inc.
(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed _____

Printed Name **Julie L. Labonte, PE**

Title **Director of Programs - Americas**

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: 2000

CC 3000007327

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

Amount:

Purpose:

Date: By: COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
								TOTAL AMOUNT	

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: $1,000.00

Vendor: MWH Americas

Purpose: As needed engineering and technical consultant services for the Pure Water San Diego Program.

Date: October 14, 2014 By: Amy Pinion COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	700011				512034		2000141512		1,000.00
								TOTAL AMOUNT	$1,000.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 3000007327