

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007658
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Environmental Services	DATE: 1/14/2015
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SUBJECT: Authorization of Consultant Services Agreement with HDR Engineering, Inc. for Environmental Engineering Services Related to Beneficial Use of Landfill Gas

PRIMARY CONTACT (NAME, PHONE): Stephen Grealy, 858-573-1275, MS 1103A	SECONDARY CONTACT (NAME, PHONE): Ray Purtee, 858-573-1208, MS 1103A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700039	200224	700001		
FUNCTIONAL AREA	See Exhibit A				
COST CENTER	2115121215	2115110013	2000151111		
GENERAL LEDGER ACCT	512059	512059	512059		
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$85,000.00	\$75,000.00	\$90,000.00	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): The total cost for this project is divided among two (2) divisions from the Environmental Services Department and one (1) division from the Public Utilities Department.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	Financial Management	ORIG DEPT.	Sierra, Mario
Financial Management	Comptroller	CFO	
Environmental Analysis	Public Utilities	DEPUTY CHIEF	
Equal Opportunity Contracting		COO	
Comptroller		CITY ATTORNEY	Coalson, Libby
		COUNCIL PRESIDENTS OFFICE	

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

1. Authorize the Mayor, or his designee, to execute an Agreement with HDR Engineering, Inc. for environmental engineering services related to beneficial use of landfill gas, for a period of four (4) years, in an amount not to exceed \$250,000, under the terms and conditions set forth in the Agreement.

2. Authorize the Chief Financial Officer to expend an amount not to exceed \$250,000 from three (3) Non-General Funds, solely and exclusively to provide funds for the Agreement, contingent upon Council approval of the annual Appropriations Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates demonstrating that the funds are, or will be, on deposit with the City Treasurer.

3. Determine that this activity is categorically exempt from CEQA pursuant to CEQA Guidelines §15306 (Information Collection).

STAFF RECOMMENDATIONS:
Approve Requested Actions.

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

COUNCIL DISTRICT(S): City Wide

COMMUNITY AREA(S): City Wide

ENVIRONMENTAL IMPACT: This activity is categorically exempt from CEQA pursuant to CEQA Guidelines §15306 (Information Collection).

CITY CLERK
INSTRUCTIONS:

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 1/14/2015

ORIGINATING DEPARTMENT: Environmental Services

SUBJECT: Authorization of Consultant Services Agreement with HDR Engineering, Inc. for Environmental Engineering Services Related to Beneficial Use of Landfill Gas

COUNCIL DISTRICT(S): City Wide

CONTACT/PHONE NUMBER: Stephen Grealy/858-573-1275, MS 1103A

DESCRIPTIVE SUMMARY OF ITEM:

The Environmental Services Department (ESD) is requesting an agreement with HDR Engineering, Inc. to provide Consultant Services related to the beneficial use of landfill gas, as ESD examines existing landfill gas to energy agreements and explores the prospect of new landfill gas to energy projects at City landfills.

STAFF RECOMMENDATION:

Approve Requested Actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego has over 45 million tons of municipal solid waste at its active and inactive landfills located throughout the City. Landfill gas (LFG) is produced by the anaerobic decomposition of this waste, and state and federal law mandates that the City control the LFG to prevent surface emissions or subsurface migration to adjacent properties. It is expected that these landfill sites will continue to produce LFG for a period of time in excess of fifty more years.

A renewed interest in alternative energy generation projects has led the Environmental Services Department (ESD) to consider the prospect of landfill gas to energy (LFGTE) facilities at City-owned landfills. HDR Engineering, Inc. (HDR) has worked closely with ESD previously in conducting a landfill gas to energy feasibility study that is very similar to the environmental engineering services the City requires under this Agreement. Moreover, HDR is uniquely qualified to perform the work expected under this agreement due to their familiarity with the City's active and inactive landfill sites, and their experience with the type of studies and reports required by the City. For these reasons, HDR was selected on a sole source basis pursuant to the San Diego Municipal Code Section 22.3016. This Agreement requires City Council approval due to the cumulative fiscal year award limit for consultant services contracts that is set forth in San Diego Municipal Code Section 22.3207.

The work to be performed by HDR includes an analysis of the quantity and quality of LFG available at City-owned landfills and identification of potential cost effective, beneficial landfill gas applications. These applications may include system configurations that only meet on-site energy demands or system configurations that meet both on-site energy demands as well as the exportation of surplus power to the grid. Additional attention will be given to the Miramar Landfill due to the complexity of analyzing that site's existing LFG contractual arrangements. The work shall also include assistance with the preparation of a Request for Proposals (RFP) for beneficial use of the Miramar Landfill's gas.

Public Utilities Department participation in this project is related to the department's financial interests involved with existing LFGTE agreements and power generation, also, the need to consider those interests when analyzing and proposing new LFGTE agreement possibilities.

FISCAL CONSIDERATIONS:

This action will authorize the expenditure of an amount not to exceed \$250,000 from three (3) Non-General Funds. The total amount expended from each of the three (3) Non-General Funds shall not exceed \$85,000 from Fund No. 700039, \$75,000 from Fund No. 200224, and \$90,000 from Fund No. 700001.

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 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

City of San Diego Environmental Services Department and Public Utilities Department

Sierra, Mario

Originating Department

Deputy Chief/Chief Operating Officer

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HDR ENGINEERING, INC.
FOR
LANDFILL GAS TO ENERGY PROJECTS**

CONTRACT NUMBER: H146279

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - (DD) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Determination Form
- Exhibit I - Equal Benefits Ordinance Certification of Compliance
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - American With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HDR ENGINEERING, INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and HDR Engineering, Inc. [Consultant] for the Consultant to provide environmental engineering services to the City as described herein.

RECITALS

The City wants to retain the services of a consulting firm to provide environmental engineering services to the City in connection with: (i) landfill gas-to-energy projects at certain City landfills; (ii) an analysis of the Miramar Landfill's suitability for new energy projects; (iii) an analysis of the Miramar Landfill gas (LFG) to energy agreements; and (iv) assistance with the preparation of a Request For Proposals (RFP) for beneficial uses of the Miramar Landfill's landfill gas [the Services].

The Consultant has the expertise, experience and personnel necessary to provide the Services. 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 Services.

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 Consultant shall perform the Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

1.2 Contract Administrator. The Environmental Services Department is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the Environmental Services 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 Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

1.4 Written Authorization. Prior to performing any Services, 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 change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All 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. If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports 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, specifications, studies, or reports. 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 Project.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date). Unless otherwise terminated, it shall be effective until completion of the Scope of Services or until four (4) years from the Effective Date, whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, 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 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 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 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 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 Services the Consultant has satisfactorily 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 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 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 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 Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the 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 documents or records related to the Consultant's Services. 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 satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. 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 Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$250,000. The compensation for the Scope of Services shall not exceed \$223,513 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$26,487.

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

3.3 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). 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 City in accordance with the Compensation and Fee Schedule. The

Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the 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 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.

3.5 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 (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent environmental engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the 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 records related to the Services provided hereunder 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 Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 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 Service 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 Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; 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 in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. 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 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 Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Services 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 Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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 automobile 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 [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 and 4.7, and shall also provide as follows:

4.4.1.1 The 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 all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 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 Agreement 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 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.

4.9 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.

4.9.1 If, in performing the Services set forth in this Agreement, the Consultant 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 Consultant shall be subject to a conflict of

interest code requiring the completion of one or more statements of economic interests disclosing the Consultant'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 H).

4.9.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant 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 Consultant was subject to a conflict of interest code.

4.9.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Services performed, the Consultant 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.

4.9.2 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.

4.9.3 The Consultant's personnel employed for the Services 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.

4.9.4 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.10 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the 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.

4.11 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services 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.

4.12 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.

4.13 Notification of Increased Construction Cost. If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, 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).

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

4.15 Prevailing Wage Rates: 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 subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

4.15.1.1. 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 subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.15.1.2. 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.

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

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

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

4.15.4. Apprentices. Consultant and its subconsultants 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 subconsultants with sections 1777.5, 1777.6 and 1777.7.

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

4.15.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant:

California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.15.7. 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."

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

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

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, or officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its elected officials, agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its elected officials, agents, officers or employees.

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

8.6 Publication. Consultant 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 elected officials, officers, employees and agents from

and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before 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.

8.9 Ownership of Documents. Once the Consultant has received any compensation for the Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Services, shall be the property of the City.

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: Environmental Services Department, 9601 Ridgely Ct., San Diego, CA 92123, Attn: Ray Purtee, MS1103A and notice to the Consultant shall be addressed to: HDR ENGINEERING INC., 601 Union St. Suite 700 Seattle, WA 98101.

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 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 Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's

Services is based on the particular professional expertise of the following members of the Consultant's organization: Joe Murdoch and Michael Greenberg [Project Team]. Accordingly, performance of Services under this Agreement 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 Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the 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 performance of the Scope of Services.

9.6 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.

9.7 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. 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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 Services.

9.15 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.

9.16 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 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

9.19 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.

9.20 Consultant Evaluation. City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit I).

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

9.22 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 Services and termination or completion of the Agreement.

9.23 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 G). 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.

9.24 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 L. 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, Consultant must certify it 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(c)]. Consultant 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.

Consultant also must give the City access to documents and records sufficient for the City to verify the Consultant is 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.

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

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Consultant pursuant to Certificate of Secretary.

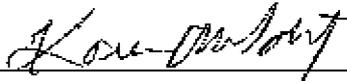
Dated this _____ day of _____,

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

W. Downs Prior
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind HDR ENGINEERING, INC. and that I have read and agree to all the provisions, terms, and conditions of this Agreement, this 30 day of October, 2014.

By 

Karen M. Doherty
Vice President

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

JAN I. GOLDSMITH, City Attorney

By _____

Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - (DD) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Determination Form
- Exhibit I - Equal Benefits Ordinance Certification of Compliance
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - American With Disabilities Act (ADA) Compliance Certification

Scope of Services

Understanding

We understand that the City would like to update the South Chollas & Arizona Street Landfills Study for potential landfill-gas-to-energy (LFGTE) projects using the existing report format as a template. This includes: an evaluation of the technical feasibility and cost-effectiveness of selected LFGTE options whether it be a system that meets on-site demands exclusively with no power export to the grid or a system that meets both on-site energy demands as well as export of surplus power to the grid; or a system that exclusively exports power for sale or wheeling to other City facilities; an assessment of current landfill gas quantity and quality and update of landfill gas generation curves; evaluation of the current regulatory framework including a “virtual net metering” approach for the City to receive credit for any surplus power generated and sent to the grid to offset consumption at other City electric meters; review of SDG&E’s Renewable Market Adjusting Tariff (Re-MAT) for small renewable generation; coordination with your Engineering and Capital Projects Department (E&CP) to gather available project data; and an economic life-cycle cost analysis.

Tasks 1, 2, 6, and 7 provide the scope of work for update of our previous report entitled, “Final Report April 11, 2007, Landfill Gas to Energy Study for South Chollas & Arizona Street Landfills, City of San Diego, California” (Study). The following additional tasks have been added per the direction of the City:

- Task 3 – Landfill Gas (LFG) Fueling Station Analysis at the South Chollas Landfill;
- Task 4 – Miramar Landfill Sites Analysis;
- Task 5 – LFG Fueling Station Analysis at the Miramar Landfill;
- Task 8 – Expanded Feasibility Analysis for LFG at Miramar Landfill;
- Task 9 – Analysis of Existing Miramar LFG Agreements; and,
- Task 10 – Development of a Request for Proposals for Beneficial Use of LFG at Miramar Landfill

Task 1 – Collect Information

HDR will prepare a request for information (letter or email) to the City requesting certain information, including but not limited to the following:

- Updated landfill gas collection and control system information for the landfills;
- Recent laboratory landfill gas analysis reports for the landfills;
- Information on the condition and any new updates regarding the landfills;
- Updated maps and/or diagrams of the landfill’s landfill gas collection systems;
- Current power and thermal energy usage at on-site facilities at the landfills;
- Current information the City may have on power rates offered by SDG&E;
- Any recent regulatory information received regarding the landfills; and
- Information from City contracts to be provided as assumptions by the City.

Task 2 – Conduct Analysis

HDR will conduct the analysis to update our previous Study, including review and analysis of several new items that the City is interested in covering. The analysis will include the following:

- Updating the background and introduction Study Sections;
- Gathering landfill gas information on both quantity and quality for the landfills and running models to produce new gas curves for the landfills based on City-provided analytical data- HDR assumes no LFG analytical samples will be taken for this scope of work;
- Collecting and analyzing on-site facility energy data at the landfills including the new facility projected to be built at the South Chollas Landfill to see if it is feasible to utilize power and thermal energy at these facilities from the energy produced through the evaluated LFGTE projects. HDR assumes that the City and its Engineering and Capital Projects Department will be able to provide available project data to identify anticipated electric demand for the proposed new building and how this project can best be integrated and, if it is replacing other facilities, what the off-set of electrical and thermal energy will be.
- Reviewing the technologies for the potential LFGTE projects including: 1) Internal Combustion (IC)/Reciprocating Engines, 2) Microturbines and selecting the most appropriate technology;
- Updating the institutional study section;
- Evaluating the current regulatory framework including adding a regulatory and permitting summary required for the proposed LFGTE options;
- Reviewing the “virtual net metering” approach for the City to credit any surplus power generated and sent to the grid to offset consumption at other City electric meters;
- Reviewing SDG&E’s Renewable Market Adjusting Tariff (Re-MAT) for small renewable generation;
- Providing an economic screening and overall life-cycle cost analysis for the most feasible option after discussion and confirmation with the City. This assumes the same level of analysis as conducted during the original Study;
- Updating the financing options Study Section; and
- Preparing a recommendations and action plan section.

Task 3 – LFG Fueling Station Analysis – South Chollas

HDR understands that the City may be receiving a conceptual proposal from Clean Energy (or another vendor) detailing a proposed LFG fueling station and associated financial projections for the South Chollas Landfill site. HDR will evaluate this additional option in a similar manner and relative to the other alternatives (discussed in original scope of work above) to determine the most viable / cost-effective alternative(s) to pursue. HDR will be able to utilize the LFG and site information gathered in Task 1 to conduct this additional analysis. However, additional information that will be required for this task, including:

- Proposal and financial projections provided to the City from the third-party vendor;
- Proposal information detailing fast/slow fill options, CNG or LNG (or both) options, and LFG or natural gas feedstock (or both) options; and
- Proposal information and general City projections on market “need” for the product gas (i.e. public fueling and/or City fleet fueling). Analysis will need to include retrofit or purchase of vehicles as appropriate.

EXHIBIT A

Deliverable: Results of this analysis will be included in the draft and final report identified in Task 6.

Task 4 – Miramar Landfill Sites Analysis

HDR understands that the City also has an interest in beneficial use of LFG at two locations at the Miramar Landfill. These locations are described as follows from City correspondence:

- South Location – This is at the inactive South Miramar Landfill where Fortistar is presently flaring about 290 CFM of 490 Btu/cu.ft. of LFG. An additional 350 CFM of LFG should be available as this flare is tied into the MBC co-generation conveyance pipe which is bringing LFG down from the northern landfills.
- West Location – This is a proposed blower/flare facility located just east of the West Phase II landfill, the current active area. This facility is presently at the 90% design stage and will consist of a standalone 5,400 CFM flare station (future flow rate). Immediately available LFG is estimated at approximately 1,050 to 1,500 CFM of 530 Btu/cu.ft. LFG.

HDR will evaluate the LFGTE alternatives discussed in the Original Scope of Work (excluding LFG fueling station – see Task 5, below) to determine the most viable / cost-effective alternative(s) to pursue in these locations at Miramar. HDR will require the same LFG and site information listed in Task 1 to conduct this additional analysis for the Miramar locations. In addition, HDR will:

- Conduct a kick-off meeting with site visit. This is proposed since this is a “new” landfill site being analyzed. HDR proposes a site visit attended by up to two HDR professionals and City staff to discuss the project and tour these locations.
- Based on the City’s description of the two locations and the LFG available, HDR will utilize the independent LFG generation/collection models developed in Task 8 to perform this analysis.
- HDR will rely on information provided by the City to provide the basis for the analysis. We understand that City has an agreement with Fortistar (and/or other contracted parties) regarding gas rights at each location and will provide a set of assumptions regarding gas rights and contracts that can be used for financial analysis of the options.
- HDR will request site maps in electronic format (pdf or CADD) showing all utilities (electrical, gas, water, and wastewater) in these locations.
- HDR will request current power and thermal energy usage in electronic format (pdf or CADD) at on-site facilities at Miramar and in relation to the proposed locations;
- HDR will consult with the City to determine routing preferences.

Deliverable: Results of the Miramar Landfill analyses are envisioned to be included in a stand-alone Miramar study document. This study will include the results of Tasks 4, 5, 8 and 9. HDR will complete a Draft Report and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final Report.

Task 5 – LFG Fueling Station Analysis – Miramar Landfill Sites

HDR understands that the City may also be receiving a conceptual proposal detailing a proposed LFG fueling station and associated financial projections for one of the two Miramar Landfill sites described in Task 4. HDR will evaluate this additional option in a similar manner and relative to the other alternatives (discussed in the above scope of work). HDR will be able to utilize the LFG and site information gathered in Task 4 for the Miramar locations to conduct this additional analysis. Additional information that will be required for this task will be similar to information required in Task 4, including:

- Proposal and financial projections provided to the City from the third-party vendor;
- Proposal information detailing fast/slow fill options, CNG or LNG (or both) options, and LFG or natural gas feedstock (or both) options; and
- Proposal information and general City projections on market “need” for the product gas (i.e. public fueling and/or City fleet fueling). Analysis will need to include retrofit or purchase of vehicles as appropriate.

Deliverable: Results of Task 5 will be included in the stand-alone Miramar study document. HDR will complete a Draft Report and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final Report.

Task 6 – Prepare Draft and Final Report for South Chollas and Arizona Street Landfills

Using the existing 2007 report format as a template, HDR will complete a Draft Report and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final Report.

Task 7 – Meetings

HDR will conduct up to eight (8) meetings through conference calls and “net meetings”. One site visit/kick-off meeting is assumed as described in Task 4. Two additional meetings are anticipated during completion of Tasks 8, 9 and 10 to gather information, communicate with City staff and/or provide final recommendations regarding the Miramar Landfill. If additional meetings are contemplated by the City, an estimated budget can be provided. This scope of work does not include presentations to City council or other public meetings/presentations.

Task 8 – Expanded Feasibility Analysis for LFGTE at Miramar Landfill

As requested by the City, HDR will expand upon the evaluations performed in the Miramar Tasks 4 and 5. Additional analysis of LFGTE options at Miramar Landfill will include:

EXHIBIT A

- HDR development of independent LFG generation/collection models for the waste cells (past and future) at the Miramar Landfill. HDR will request historical and future waste tonnage information, waste characterization information, landfill site maps and details, and current LFG collection quantities.
- IIDR analysis of potential capital and operations costs for future LFG collection infrastructure (wells, piping). This may include future collection system for new waste cells, as well as City operation and maintenance of existing systems (that might be owned by a third party at the present time).
- Based upon information provided by City, IIDR will evaluate existing infrastructure needs, and make recommendations regarding aspects that may need additions, replacement, or upgrading.
- IIDR analysis of suitable physical process equipment locations and tie-in points for long-term use.
- More detailed economic analysis of most suitable options for LFG at Miramar. While Task 4 provides an analysis of the original Study technologies, and Task 5 provides analysis of specific vendor proposal; this Task will focus on suitable options (or a combination of options) that might provide the most benefit to the City. These options may include more detailed analysis of the following:
 - Electricity production – Analysis of strategies to use existing engines (by City or third party operator) and/or with new engines or turbine technology.
 - High-Btu – Analysis of ONE high-Btu processing technology to generate representative costs (technology chosen based on HDR experience – depending on LFG flow rates and other criteria). Additional analysis of gas sales options including pipeline injection.
 - Renewable Energy Monetization – Analysis of the most suitable avenues for maximizing value of biogas sales. Specifically, analysis will focus on the EPA Renewable Fuel Standard Program (RFS2), and the value of renewable energy attributes. The analysis will model gas value based on IIDR experience with this marketplace and representative sales agreements.
 - Providing information to City's consultant MRW for financial modeling.

Deliverable: Results of Task 8 will be included in the stand-alone Miramar study document. HDR will complete a Draft Report and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final Report.

Task 9 – Analysis of Existing Miramar LFG Agreements

As requested by the City, IIDR will expand upon the evaluations performed in the Miramar Tasks 4 and 5. We understand that City has an agreement with Fortistar (and/or other contracted parties) regarding gas rights at Miramar. IIDR will review the existing agreements and develop ideas and/or strategies regarding gas rights that can be used for financial analysis of the LFGTE options analyzed in other Tasks. Specifically, HDR will review up to 20 unique agreements between the City and Fortistar (most of which were amended and restated in 2011). The results of IIDR's review of these documents will inform the economic analyses proposed in previous Tasks. HDR is not qualified and will not provide legal advice to the City, but will review the agreements for the following:

- Status quo and available options regarding gas rights, and the ability of the City to claim gas rights for specific areas of the landfill and/or develop LFGTE "alongside" Fortistar existing operations.
- Costs that the City might incur by purchasing some or all of Fortistar equipment and hardware.
- Strategic analysis of opportunities for the City to resume ownership of gas rights at the landfill.

Deliverable: Results of Task 9 will be included in the stand-alone Miramar study document. HDR will complete a Draft Report and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final Report.

Task 10 – Development of a Request for Proposal for Beneficial Use of LFG at Miramar Landfill

As requested by the City, HDR will utilize the analyses and strategies developed in previous Tasks to develop a Request for Proposals (RFP) for LFG at Miramar Landfill. HDR will prepare a procurement package to solicit proposals for private firms to design, permit, construct, and operate a LFG project at the landfill. The RFP will present applicable information and conceptual design elements already determined in the previous tasks as advantageous to the City.

HDR will develop the technical structure and wording of the RFP to allow the respondents flexibility in how they propose to maximize value for the City. The degree of flexibility allowed in the RFP responses will directly correlate to the level of effort required to evaluate the technical and financial aspects of the proposals. For budgeting purposes, HDR assumes the City will allow some flexibility in the responses, but will not allow completely “open-ended” responses that would require significantly more effort to evaluate (e.g., “unproven” technologies).

HDR will coordinate with City staff and other consultants at the direction of the City and will rely on the City for any standard language and/or specific contractual forms that must be included within the RFP. HDR will develop the technical section of a draft RFP for initial review and comment. Upon receiving one complete set of comments from the City, HDR will provide the final technical section to the City for incorporation by City into a final RFP. In general, the technical section of the RFP will include the following:

- Volume and composition of the biogas to be made available to proposer;
- Technical and/or operational criteria that the City requires;
- Limits of technology to be considered responsive to RFP;
- Ownership of environmental attributes and value allocation proposed;
- General (non-legal) requirements of the LFG sales contract and/or gas rights agreement;
- Requirement to provide technical description of proposal;
- Desired project schedule; and
- Components of financial compensation proposed.

Depending on current market conditions and decisions made during the work, the RFP will also provide an opportunity for firms to enhance the value of their proposal by sharing the value of environmental attributes.

HDR will work with the City to develop the evaluation criteria for the RFP. Having participated in a number of similar projects, we will identify those factors that are critical for

EXHIBIT A

success and address those issues in the evaluation criteria for the RFP. HDR would expect a set of quantitative and qualitative evaluation criteria which the City can use to determine which proposal, or combination of proposals, provides the highest quality and "best value".

Assumptions:

- City is responsible to preparation of the commercial terms and conditions of the RFP ("front-end documents").
- City staff will be responsible for reproduction and distribution of the procurement documents and advertising costs to announce the procurement.
- The creation of the RFP will not include the development of a draft contract for development of the project.
- Task 10 does NOT include HDR assistance with pre-proposal meetings, receipt of RFP responses, review of RFP responses, recommendation of award, or contract negotiation. These are all important aspects of the project that HDR can provide assistance with according to a future scope and fee as the project is more defined.

Deliverable: This Task will result in an RFP ready for City publication. HDR will complete the Draft technical section of the RFP document and deliver it to the City for review, comment and discussion. HDR will review a consolidated set of comments from the City and prepare a Final technical section for City use and publication in the RFP.

COMPENSATION AND FEE SCHEDULE

Task	Value
1	\$3,107
2	\$24,488
3	\$14,848
4	\$15,818
5	\$9,515
6	\$20,850
7	\$30,010
8	\$39,559
9	\$20,463
10	\$28,356
Expenses on above work	\$16,499
Total Scope of Services	\$223,513
Total Additional Services	\$26,487
Total Contract Value	\$250,000

HDR Engineering, Inc. Billing Rates	Hourly Rate
Engineering Services	
<i>Principal-in-Charge</i>	\$253
<i>Senior Principal Engineer / Senior Program Manager</i>	\$246
<i>Principal Engineer / Program Manager</i>	\$235
<i>Senior Project Manager / Senior Task Manager</i>	\$212
<i>Project Manager / Task Manager</i>	\$203
<i>Supervising Engineer</i>	\$195
<i>Senior Engineer II</i>	\$181
<i>Senior Engineer I</i>	\$171
<i>Associate Engineer II</i>	\$160
<i>Associate Engineer I</i>	\$150
<i>Assistant Engineer II</i>	\$135
<i>Assistant Engineer I</i>	\$114
<i>Engineering Technician II</i>	\$101
<i>Engineering Technician I</i>	\$83
<i>Engineering Aide / Intern</i>	\$67
Design, GIS, and Graphic Services	
<i>Principal Professional</i>	\$181
<i>Supervising Professional</i>	\$166
<i>Senior Designer II</i>	\$135
<i>Senior Designer I</i>	\$119
<i>Designer II</i>	\$109
<i>Designer I</i>	\$98

EXHIBIT B

<i>CAD Technician II</i>	\$88
<i>CAD Technician I</i>	\$83
<i>Senior GIS Analyst</i>	\$129
<i>GIS Analyst</i>	\$104
<i>GIS Technician</i>	\$83
<i>Graphics Designer II</i>	\$104
<i>Graphics Designer I</i>	\$93
Administrative Services	
<i>Senior Administrator II</i>	\$124
<i>Senior Administrator I</i>	\$114
<i>Technical Editor</i>	\$114
<i>Project / Contract Administrator III</i>	\$104
<i>Project / Contract Administrator II</i>	\$93
<i>Project / Contract Administrator I</i>	\$88
<i>Administrative Assistant III</i>	\$83
<i>Administrative Assistant II</i>	\$78
<i>Administrative Assistant I</i>	\$72
<i>Administrative Clerk</i>	\$67

Other Direct Costs (ODC's) for HDR:

- Related Project Expenses: Will be applied at cost, receipts required.
- Subconsultant Mark up: None

TIME SCHEDULE

The time schedule below is only an estimate of the potential working days per task; Consultant understands that time is of the essence in this Agreement, and will undertake all reasonable efforts to meet this schedule.

1. Consultant will prepare and deliver the Task 1, 2, 3, and 6 Deliverable (Chollas and Arizona Street Report Update) to the City 14 weeks from Consultant's receipt of the requested data from the City.
2. Consultant will prepare and deliver the Task 4, 5, 8, and 9 Deliverable (Miramar Study Report) to the City within an additional 6 weeks after previous deliverable and the receipt of additional requested data from City.
3. Consultant will prepare and deliver the Task 10 Deliverable (Request for Proposals) to the City within an additional 6 weeks after previous deliverable and the receipt of additional requested data from City.
4. Consultant will initially submit Draft Deliverables for City review. Consultant will then incorporate into the Draft one consolidated set of comments from the City, as appropriate, and prepare and deliver the updated Final Deliverables to the City 3 weeks from receipt of the City's comments and resolution of any issues raised by those comments.
5. Task 7 (Meetings) will take place at an appropriate frequency within the schedule provided, at dates and times coordinated between City and Consultant.

NOTE: All work must be completed during the term of this Agreement.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

EXHIBIT D

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:

EXHIBIT D

- 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

EXHIBIT D

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 HOC's – 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



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

Please see completed forms (pages 1 - 8) added behind Attachment AA.

ATTACHMENT AA

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. 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:
AKA/DBA:
Address (Corporate Headquarters, where applicable):
City County State Zip
Telephone Number: () FAX Number: ()
Name of Company CEO:
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address:
City County State Zip
Telephone Number: () FAX Number: ()
Type of Business: Type of License:
The Company has appointed:
as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
Address:
Telephone Number: () FAX Number: ()

- [] 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 (Firm Name)

(County) (State) hereby certify that information provided

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

(Authorized Signature) (Print Authorized Signature)

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

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

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

Totals Each Column														
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Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

WORK FORCE REPORT - Page 2

NAME OF FIRM: HDR

HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): San Diego, CA

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 fitting into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY													
Management & Financial										13	2		
Professional					2					14	8	2	
A&E, Science, Computer	1	4		2	4					17	6	1	
Technical				1	2					3			
Sales													
Administrative Support				1							9		1
Services													
Crafts													
Operative Workers													
Transportation													
Laborers*													

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

Totals Each Column	1	-	4	1	3	8	-	-	-	-	47	25	3	1
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Grand Total All Employees: **93**

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

Disabled													
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Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

WORK FORCE REPORT - Page 2

HDR

NAME OF FIRM:

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Ann Arbor, MI

COUNTY: Washtenaw

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

ADMINISTRATION OCCUPATIONAL CATEGORY															
Management & Financial					1							14	1		
Professional												1			
A&E, Science, Computer			2		4	1						40	6		
Technical	1			1								13	3	2	1
Sales															
Administrative Support						1							12		1
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	1	--	2	1	5	2	--	--	--	--	68	32	2	2
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Grand Total All Employees: **105**

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

Disabled															
Non-Profit Organizations Only:															
Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Austin, TX

COUNTY: Travis

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

ADMINISTRATION OCCUPATIONAL CATEGORY	White, Caucasian	Black, African-American	Hispanic, Latino, Mexican-American, Puerto Rican	Asian, Pacific Islander	American Indian, Eskimo	Filipino	Other ethnicity; not falling into other groups	Males	Females	Total
Management & Financial			1					7	1	
Professional			1					3	2	
A&E, Science, Computer	1			1				35	10	2
Technical		1	1	3				4		
Sales										
Administrative Support			1					1	8	
Services										
Crafts										
Operative Workers										
Transportation										
Laborers*										

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

Totals Each Column	1	-	1	4	4	-	-	-	-	50	21	2	-
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Grand Total All Employees: **83**

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

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

Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

WORK FORCE REPORT - Page 2

NAME OF FIRM: HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Gig Harbor, WA

COUNTY: Pierce

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Total
Management & Financial								
Professional							1	1
A&E, Science, Computer		1						12
Technical							3	
Sales								
Administrative Support							2	
Services								
Crafts								
Operative Workers								
Transportation								
Laborers*								

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

Totals Each Column	--	--	1	--	--	--	--	16	3	--	--
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Grand Total All Employees	20
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

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

Non-Profit Organizations Only:

Board of Directors								
Volunteers								
Artists								

WORK FORCE REPORT - Page 2

NAME OF FIRM: HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Jacksonville, FL

COUNTY: Duval

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

ADMINISTRATION OCCUPATIONAL CATEGORY												
Management & Financial										4	4	
Professional					1							
A&E, Science, Computer	1				4	1				18	4	
Technical			2							5		
Sales												
Administrative Support		1				1					6	
Services												
Crafts												
Operative Workers												
Transportation												
Laborers*												

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

Totals Each Column	1	1	2	--	5	2	--	--	--	--	27	14	--	--
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Grand Total: All Employees	52
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled													
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Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Sacramento, CA

COUNTY: Sacramento

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Total	Males	Females
Management & Financial		1		1				21	2	1
Professional		1						3	2	1
A&E, Science, Computer	1	7	2	7	3			71	12	3
Technical	1	1		6	2			14	1	1
Sales										
Administrative Support		1	1	1	2			3	20	1
Services										
Crafts										
Operative Workers										
Transportation										
Laborers*										

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

Totals Each Column	2	1	11	3	14	7	-	-	-	-	112	37	4	3
--------------------	---	---	----	---	----	---	---	---	---	---	-----	----	---	---

Grand Total All Employees	194
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors										
Volunteers										
Artists										

WORK FORCE REPORT - Page 2

NAME OF FIRM: HDR

DATE: 08/23/2014

OFFICE(S) or BRANCH(ES): Seattle, WA

COUNTY: King

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Total	Male	Female
Management & Financial	1							9	2	1
Professional								3	1	1
A&E, Science, Computer		1	6					17	7	1
Technical								2	1	
Sales										
Administrative Support			1					2	7	
Services										
Crafts										
Operative Workers										
Transportation										
Laborers*										

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

Totals Each Column	-	1	1	1	6	--	--	--	--	33	18	1	2
--------------------	---	---	---	---	---	----	----	----	----	----	----	---	---

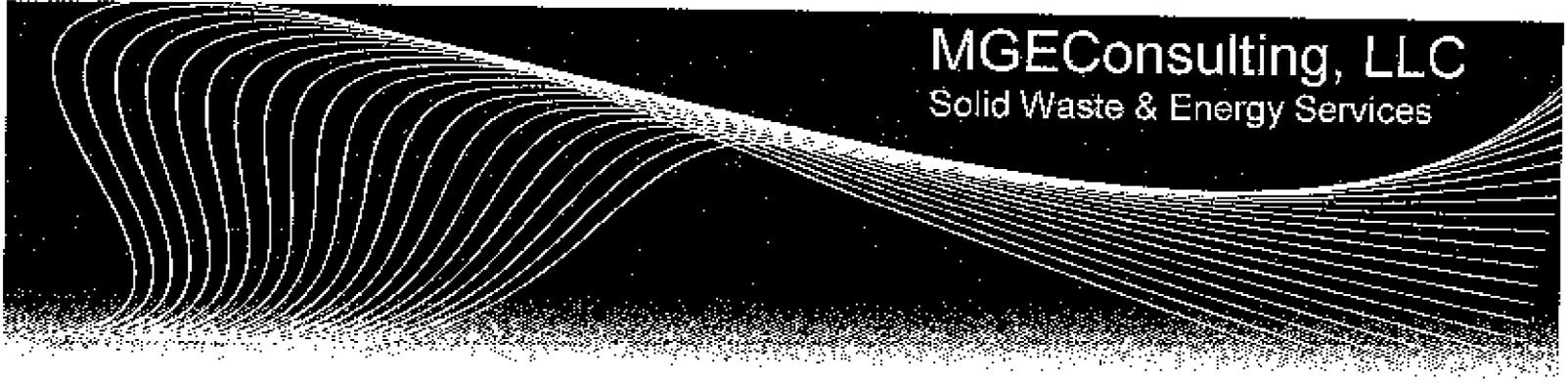
Grand Total All Employees: **63**

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

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

Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													



MGE Consulting, LLC
Solid Waste & Energy Services

October 28, 2014

Mr. Joel Miller, P.E.
HDR Engineering, Inc.
4401 Westgate Blvd., Suite 400
Austin, TX 78745

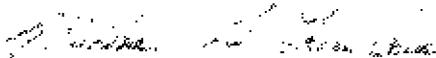
Letter sent via e-mail to: joel.miller@hdrinc.com

Dear Mr. Miller:

MGE Consulting, LLC (MGE) is very pleased to commit to HDR Engineering, Inc. (HDR) as a subcontractor to support the Landfill Gas to Energy Projects, Contract Number FH46279 project for the City of San Diego.

Please let me know if you have any questions. Thank you for your consideration in this interesting project.

Sincerely,



Michael C. Greenberg, P.E.

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

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

Completed by: _____

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to the 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: _____
 TYPE OF PROJECT: _____

DOLLAR VALUE OF CONTRACT		DOLLAR VALUE OF CONTRACT	DOLLAR VALUE OF CONTRACT	DOLLAR VALUE OF CONTRACT	WHERE CERTIFIED*
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, WOSE, HUBZone, or SDVOSB		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

As appropriate, Consultant 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
Certified Disadvantaged Business Enterprise
Other Business Enterprise
Certified Small Local Business Enterprise
Women-Owned Small Business
Service-Disabled Veteran Owned Small Business | MBE
DBE
OBE
SLBE
WoSB
SDVOSB |
| Certified Woman Business Enterprise
Certified Disabled Veteran Business Enterprise
Certified Emerging Local Business Enterprise
Small Disadvantaged Business
HUBZone Business | WBE
DVBE
ELBE
SDB
HUBZone |
| City of San Diego
California Public Utilities Commission
State of California's Department of General Services
State of California | CALTRANS
SRMSDC
LA
SRA |

As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

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

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Landfill Gas to Energy Projects

Contract Number: H146279

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:
HDR Engineering, Inc.

Name under which business is conducted

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

Signed 
Printed Name Karen M. Doherty
Title Vice President
Date 10/30/14

CITY OF SAN DIEGO

EXHIBIT F

Consultant Performance Evaluation

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

Section I

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

PART III - PROJECT MANAGER INFORMATION	
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____

PART IV - CONTRACT DATA AND COMPLETION																													
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: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">_____ %</td> <td style="width: 15%; text-align: center;">100 %</td> </tr> <tr> <td>Agreement</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Delivery</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance</td> <td style="text-align: center;">_____</td> </tr> </table>		_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																							
Agreement	_____	_____	_____	_____	_____	_____																							
Delivery	_____	_____	_____	_____	_____	_____																							
Acceptance	_____	_____	_____	_____	_____	_____																							

PART V - CONSTRUCTION	
5. Construction 5a. Contractor _____ (name and address) Phone (____) _____ 5b. Superintendent: _____	
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____

PART VI - RATING			
	Excellent	Satisfactory	Poor
6a. Plans/Specification Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistency with Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6b. Overall Rating _____			

PART VII - APPROVALS	
7a. Project Manager: _____	Date: _____
7b. Deputy Director: _____	Date: _____

(4/91)

TURN OVER

Section II SPECIFIC RATING									
Plan/Specification clear and precise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely Responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adheres to City Standard Drawings/Specs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drawings reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As-Built Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Quality Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III SUPPLEMENTAL INFORMATION
 (Please ensure to attach additional documentation as needed.)

Item _____

Item _____

Item _____

Item _____

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:

Landfill Gas to Energy Projects

Contract Number: H146279

B. BIDDER/CONTRACTOR INFORMATION:

HDR Engineering, Inc.

Legal Name	DBA		
Corporate Headquarters - 8404 Indian Hills Drive, Omaha, NE	68114		
Street Address	City	State	Zip
Joel Miller	(512) 498-4716	(512) 912-5158	
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.

EXHIBIT G

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: ___/___/___ State of incorporation: _____

List corporation's current officers: President: Eric L. Keen
Vice Pres: Terence C. Cox
Secretary: Louis J. Pachman
Treasurer: Chad M. Hartnett

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 formed: ___/___/___

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 ____/____/____.

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.

Karen M. Doherty, Vice President

Print Name, Title

Karen M. Doherty

Signature

10/30/14

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.

[Empty response area]

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.

Karen M. Doherty, Vice President
Print Name, Title


Signature

10/30/14
Date

**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.fppe.ca.gov/index.html?ID=52&rid=/legal/regg/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/cid/codes.shtml

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Environmental Services Department
2. Name of Specific Consultant & Company: HDR Engineering, INC
3. Address, City, State, ZIP: 601 Union Street Ste 700, Seattle, WA, 98101
4. Project Title (as shown on 1472, "Request for Council Action"): Consultant Services Agreement with HDR Engineering, Inc. for Environmental Engineering Services Related to Beneficial Use of Landfill Gas
5. Consultant Duties for Project: Update and expand previous LFG to energy studies performed for various landfill sites; analyze Miramar landfill's suitability for new energy projects; analyze Miramar landfill gas agreements; assist with the preparation of Request For Proposals for beneficial uses of Miramar landfill gas
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: _____

[Mario X. Sierra/Environmental Services Director]*

2/12/15
[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 H

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.dirps.ca.gov/index.html?ID=52&tr_id=legal/res/18701:ca
1/23/2006

**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: HDR Engineering, Inc. Contact Name: Karen Doherty
 Company Address: 500 108th Ave NE, Suite 1200, Bellevue, WA 98004-5549 Contact Phone: (425) 450-6200
 Contact Email: karen.doherty@hdrinc.com

CONTRACT INFORMATION

Contract Title: Landfill Gas to Energy Projects Start Date: Upon Signature
 Contract Number (if no number, state location): H146279 End Date: 12/30/16

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.

Karen M. Doherty, Vice President

Name/Title of Signatory

Karen Doherty
Signature

10/30/14

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.

HDR Engineering, Inc.

Name of Firm _____

Signature of Authorized Representative _____

Karen M. Doherty

Printed/Typed Name _____

Date

10/30/14

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Landfill Gas to Energy Projects, Contract Number: H146279

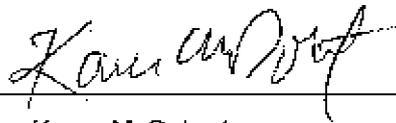
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that:

HDR Engineering, 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 Karen M. Doherty

Title Vice President



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: June 19, 2014

TO: Chris Gonaver, Director, Environmental Services

FROM: Dennis Gakunga, Director, Purchasing & Contracting Department

SUBJECT: Sole Source Request – HDR, Inc for Landfill Gas to Energy - Sole Source Consultant Contract

Your Sole Source Request for the above subject with HDR, Inc. was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 3258. For questions, please contact Downs Prior at x55298.

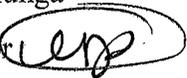
A handwritten signature in black ink, appearing to read "Dennis Gakunga".

Dennis Gakunga,
Director, Purchasing & Contracting Department

DG/pd

cc: Stephen Grealy, Acting Assistant Director, Environmental Services Department
Michael Thompson, Acting Deputy Director, WRAD Division
Dave Weil, Deputy Director, ESEP Division
Ray Purtee, Senior Mechanical Engineer, WRAD Division

CITY OF SAN DIEGO
M E M O R A N D U M

DATE: 6/18/2014
TO: Dennis Gakunga
FROM: Downs Prior 
SUBJECT: Sole Source Request — HDR, Inc. for Landfill Gas to Energy - Sole Source Consultant Contract

Negotiated Total:

Dept. Est. Total: \$125,000.00

Vendor: HDR, Inc.

Expiration Date: One-Time Purchase

Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H146279) with HDR, Inc. for landfill gas to energy updates/expansion of their 2007 report, is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

In 2006 the City entered into an engineering consultant services agreement with HDR Inc. to assess the feasibility of the installation of landfill gas (LFG) to energy facilities at two City-owned landfills in San Diego: South Chollas, and Arizona Street landfills. In 2007, the report was completed, but the project was put on hold due to funding issues. Today, a renewed interest and vigor in alternative energy generation projects has led the Environmental Services Department (ESD) to reconsider the prospect of LFG to energy facilities at City-owned landfills. Since the reports were prepared in 2007, the energy markets and technologies have changed, so an updated study now needs to be performed for the two sites investigated, to include the feasibility of emerging technologies.

The Waste Reduction and Disposal Division is of the opinion that hiring HDR (the previously qualified engineering consultant firm), to update and expand the aforementioned reports that they satisfactorily completed in 2007, would be the best course of action to complete the project in the most efficient and timely manner. Staff recommends/requests a sole source procurement because of the following reasons:

1. Hiring of another professional consulting firm could lead to an inferior report being produced at greater expense to the City. As a result of HDR's familiarity with the project from the preliminary stages and their intimate knowledge of the sites and their unique idiosyncrasies, this

CITY OF SAN DIEGO
M E M O R A N D U M

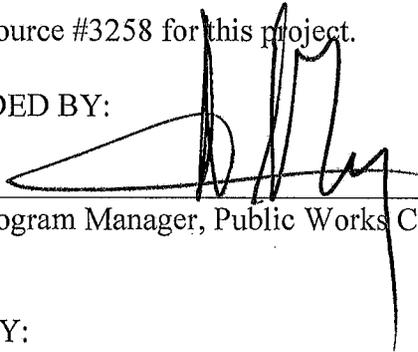
request will result in a seamless completion of the project, yielding time and cost savings to the City.

2. Hiring of HDR would result in the most consistent, dependable course to complete an updated study to implement a beneficial use of LFG at City-owned landfills. Expecting another professional consulting firm to adopt HDR's existing 2007 South Chollas, and Arizona Street landfill LFG to energy studies would be difficult. A clear direction in the assessment of technologies could become tangled and protracted leading to further delays in decision making process and actual implementation.

The total fee for these services shall not exceed \$125,00.00, and the term of the agreement (H146279) shall not exceed two (2) years from the date of execution. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed a maximum of 24 months from date of said execution without issuance of a modification to duration of both the agreement and this sole source.

Refer to Sole Source #3258 for this project.

RECOMMENDED BY:



Al Rechany, Program Manager, Public Works Contracting Group

APPROVED BY:

Dennis Gakunga, Director, Purchasing and Contracting

CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
SOLE SOURCE MEMORANDUM

DATE: February 26, 2015
TO: James Nagelvoordt, Director, Public Works
FROM:  Downs Prior, Principal Contract Specialist, Public Works Contracts
SUBJECT: Amendment No. 1 to P&C Sole Source #3258 for Landfill Gas to Energy Analysis Services

Sole Source Number: PW-SS0010 (formerly P&C SS #3258)

Dept. Est. Total: Amendment #1 increase by \$125,000.00 – new contract total: \$250,000.00

Vendor: HDR Engineering, Inc.

Expiration Date: see “Agreement Value & Duration” section

Recommendation: Approve Sole Source Amendment No. 1

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H146279) with HDR Engineering, Inc. for Landfill Gas to Energy Analysis Services Project, is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

***** AMENDMENT NO. 1, 2/26/2015 *****
Increase contract value by \$125,000 from \$125,000 to \$250,000, and increase duration from 2 years to 4 years.

The \$125,000/2 year contract was not awarded because, after further review, ESD decided that the Scope of Services needed to additionally include an analysis of the Miramar Landfill’s suitability for new energy projects, an analysis of the Miramar Landfill gas (LFG) to energy agreements, as well as assistance with the preparation of a Request For Proposals (RFP) for beneficial uses of the Miramar Landfill’s gas. The term of four years is requested because the City can take back the LFG rights at the Miramar Landfill starting January 1, 2019, and this consultant’s work will assist ESD with determining how that transition takes place. These services will be part of a comprehensive effort to reap additional benefits from LFG utilization at

the Miramar Landfill. As mentioned in the original approved sole source, HDR has provided environmental engineering services to the City related to City-owned landfills since 2006. Hiring another firm for this work through a competitive process would not provide any advantage to the City due to HDR's familiarity with the Miramar Landfill site, with the Miramar Landfill gas collection system, as well as their particular expertise regarding the technologies that are available for making beneficial use of LFG. ESD will utilize HDR's analysis of Miramar Landfill's suitability for new energy projects, their analysis of the Miramar Landfill's LFG to energy agreements, and their assistance with the RFP preparation in conjunction with the landfill LFG to energy updates that HDR has previously performed on the City's behalf. Hiring another consultant to perform this work would risk that the City will receive inconsistent direction regarding its overall options for the beneficial use of LFG at the Miramar Landfill.

The Scope of Services and duration for the intended contract has been revised and as a result, it is requested that the amount for subject sole source be increased by \$125,000.00 and 2 additional years for a total contract value of \$250,000.00 and 4 years, thus aligning the subject sole source value/duration with the revised value/duration of the intended contract. Upon approval of this sole source amendment request, the new revised contract will be issued accordingly.

ORIGINAL REQUEST:

In 2006 the City entered into an engineering consultant services agreement with HDR Inc. to assess the feasibility of the installation of landfill gas (LFG) to energy facilities at two City-owned landfills in San Diego: South Chollas, and Arizona Street landfills. In 2007, the report was completed, but the project was put on hold due to funding issues. Today, a renewed interest and vigor in alternative energy generation projects has led the Environmental Services Department (ESD) to reconsider the prospect of LFG to energy facilities at City-owned landfills. Since the reports were prepared in 2007, the energy markets and technologies have changed, so an updated study now needs to be performed for the two sites investigated, to include the feasibility of emerging technologies.

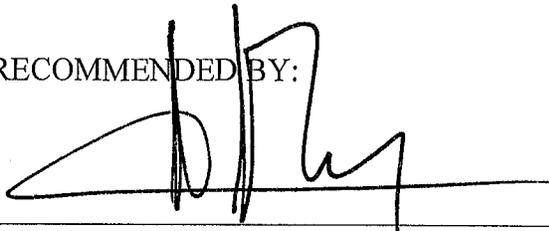
The Waste Reduction and Disposal Division is of the opinion that hiring HDR (the previously qualified engineering consultant firm), to update and expand the aforementioned reports that they satisfactorily completed in 2007, would be the best course of action to complete the project in the most efficient and timely manner. Staff recommends/requests a sole source procurement because of the following reasons:

1. Hiring of another professional consulting firm could lead to an inferior report being produced at greater expense to the City. As a result of HDR's familiarity with the project from the preliminary stages and their intimate knowledge of the sites and their unique idiosyncrasies, this request will result in a seamless completion of the project, yielding time and cost savings to the City.

2. Hiring of HDR would result in the most consistent, dependable course to complete an updated study to implement a beneficial use of LFG at City-owned landfills. Expecting another professional consulting firm to adopt HDR's existing 2007 South Chollas, and Arizona Street landfill LFG to energy studies would be difficult. A clear direction in the assessment of technologies could become tangled and protracted leading to further delays in decision making process and actual implementation. AGREEMENT VALUE & DURATION:

The total fee for these services shall not exceed \$250,000.00 and the term of the agreement (H146279) shall not exceed four (4) years from the date of execution. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed four (4) years from the date of execution without issuance of a modification to duration of both the agreement and this sole source.

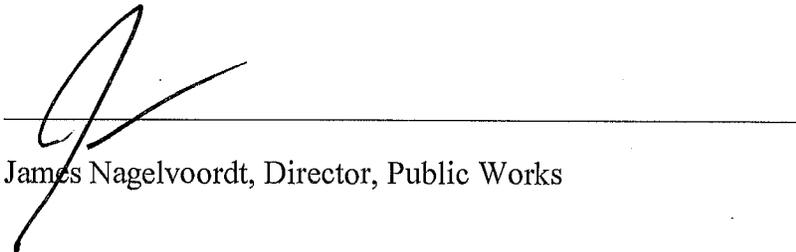
RECOMMENDED BY:



Al Rechany, Deputy Director, Public Works Contracting Group

Date: 3/2/15

APPROVED BY:



James Nagelvoordt, Director, Public Works

Date: 3/2/15

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: January 30, 2015
SUBJECT: Authorization of Consultant Services Agreement for Landfill Gas to Energy Study with HDR Engineering, Inc.	

GENERAL CONTRACT INFORMATION

Recommended Agency: HDR Engineering, Inc. (Not Certified, Caucasian-Male)

Amount of this Action: \$ 250,000.00

Funding Agency: City of San Diego

Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>
MGE Consulting, LLC (Not Certified, Caucasian-Male)	\$ 3,000.00	1.20%
Total Non-Certified Participation	\$ 3,000.00	1.20%
Total Subcontractor Participation	\$ 3,000.00	1.20%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

HDR Engineering, Inc. submitted a Work Force Report for their San Diego employees dated, December 8, 2014 indicating 118 employees in their Administrative Work Force and 89 employees in their Trade Work Force.

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

- Latino, Asian, Filipino, and Female in Management & Financial
- Latino, Filipino, and Female in Professional
- Asian and Filipino in A&E, Science, Computer
- Latino and Filipino in Technical
- Latino in Administrative Support

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of January 30, 2015. 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 Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(H146279) Sole Source #3258

MB

**City of San Diego
Human Resources Department**

JAN 22 2015

Request for Human Resources Approval for Purchase Requisition

Requesting Department: Environmental Services/WRAD
 Vendor Name: HDR Inc.
 Purchase Requisition #: Tbd
 Department Contact: Ray Purtee
 Date of Request: 01/20/2015
 Contract Amount: \$ 250,000.00

*request increase
is to increase
amount from
\$125k to
\$250k
(from 4/2/14)*

Please submit request to HumanResources@sanidiego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
What is the contract for? <i>Provide a brief description of the activity and what work the contract would be doing</i>	This contract would be used to hire HDR consultants to perform a <u>study on potential landfill gas to energy projects at City owned landfills</u> . This study would include an update and expansion of a previous landfill gas to energy study completed by HDR consultants in 2007.
Are City employees currently performing any of the work?	No.
Will any City employees be displaced as a result of this contract?	No.
If this is a renewal of an existing contract, how long have these services been contracted out?	No, this request is for a new contract.
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	No, this contract is for a consultant agreement.
Is this a Tenant Improvement?	No.
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No. <i>see attached email</i>

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 from a labor relations perspective.

APPROVED

[Signature]

1/28/15

Human Resources Department Liaison

Date

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000007658
DEPT. NO.: 2115121215

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: Jessica Olson
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: _____ \$250,000.00

Vendor: HDR Engineering, Inc.

Purpose: Authorize the Mayor or his designee to execute a Consultant Services Agreement with HDR Engineering, Inc. for environmental engineering services related to beneficial use of landfill gas, for a period of four years, in an amount not to exceed \$250,000 under the terms and conditions set forth in the agreement.

Date: March 11, 2015 By: Jessica Olson
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	700039				512059		2115121215		\$85,000.00
	200224				512059		2115110013		\$75,000.00
	700001				512059		2000151111		\$90,000.00
TOTAL AMOUNT									\$250,000.00



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 3/4/2015 Department Name: Environmental Services
City Project Manager: Ray Purtee
Name of Firm: HDR Engineering, INC.
Project Name: Landfill Gas to Energy Projects
Contract Amount: \$ 250,000

Appropriate approval authority:

- Mayoral Action PA-2625
Mayoral Action 1544
Council Action 1472
Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract: \$ 449,152.00

I hereby certify that I am an authorized representative of:

HDR Engineering, Inc.

(Name of Firm)

and that I have read and understand this form this 6th day of March - 2015
(Day) (Month) (Year)

By B. Morson

Barbara J. Morson

(SIGNATURE of Authorized Representative)

(PRINTED name of Authorized Representative)



City of San Diego
Environmental Services Department

Environment Committee

Consultant Services for Beneficial Use of Landfill Gas at City Landfills

March 25, 2015





Requested Action

Authorization to expend funds and execute the Agreement with HDR Engineering, Inc. for Environmental Engineering Services Related to Beneficial Use of Landfill Gas.





Background

This Agreement will be used to:

- Complete an analysis of the quantity and quality of LFG available at City landfills.
- Identify potential cost effective, beneficial landfill gas applications.
- Assess existing landfill gas to energy agreements and assist with solicitations to enter into any potential, new agreements.



Action Items

- Approval of Consultant Services Agreement with HDR Engineering, Inc. Award amount \$250,000; 4 year term
- Authorize the expenditure of up to \$250,000 from three (3) Non-General Funds for the above Agreement
- Approve that this activity is categorically exempt from CEQA pursuant to CEQA Guidelines §15306 (Information Collection).



Why approve this agreement?

- These services will be part of a comprehensive effort to reap the benefits of beneficial use of landfill gas at City-owned landfills
- The City can take back the LFG rights at the Miramar Landfill starting January 1, 2019, and this consultant's work will assist ESD with determining how that transition takes place





City of San Diego
Environmental Services Department

Environment Committee

Consultant Services for Beneficial Use of Landfill Gas at City Landfills

March 25, 2015

