

COUNCIL DOCKET OF Dec 2, 2008

Supplemental Adoption Consent Unanimous Consent Rules Committee Consultant Review

R -

O -

Agreement with Infrastructure Engineering Corporation for Professional Civil Engineering Services

Reviewed Initiated By NR&C On 10/15/08 Item No. 9

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

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

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Water Department's September 2, 2008, Executive Summary Sheet; Water Department's October 15, 2008, PowerPoint

COUNCIL COMMITTEE CONSULTANT 

000893

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: September 2, 2008 REPORT NO: N/A
 ATTENTION: Natural Resources and Culture Committee,
 Agenda of September 10, 2008
 ORIGINATING DEPARTMENT: Water Department
 SUBJECT: Agreement with Infrastructure Engineering Corporation for
 Professional Civil Engineering Services
 COUNCIL DISTRICT(S): All
 STAFF CONTACT: Marsi A. Steirer (619) 533-4112
 Gregory B. Cross (619) 533-4235

REQUESTED ACTION:

Council is requested to approve and authorize the expenditure, not to exceed \$500,000, for an Agreement, five years in duration, with Infrastructure Engineering Corporation to design and install groundwater well head equipment, treatment, and conveyance systems to pump, treat, and convey groundwater from pilot production wells to existing Water Department facilities.

STAFF RECOMMENDATION:

- Authorizing the Mayor, or his designee, to execute an Agreement with Infrastructure Engineering Corporation, to provide Professional Civil Engineering Services for the Water Department in an amount not to exceed \$500,000.
- Authorize the expenditure of \$500,000 from Water Fund 41500, CIP 759320 Groundwater Asset Development Program for the purpose of executing this Agreement.

EXECUTIVE SUMMARY:

In December 2002, the City of San Diego (City) adopted the Long-Range Water Resources Plan (LRWRP) by Resolution R-2003-657. The LRWRP evaluated water supply alternatives for meeting the City's current and future water needs. The recommended approach for the LRWRP was to implement by 2010, a water resources strategy that enhances the City's water supply portfolio by developing more local supplies. To reach the groundwater development and implementation goals established by the LRWRP, the City is looking into various groundwater basins within its jurisdiction to install production wells.

The City currently does not have the resources, staffing and expertise to design and install groundwater well head equipment, treatment, and conveyance systems. A qualified and licensed consultant is being retained to provide this service. The City issued a Request for Proposals for Professional Civil Engineering Services on March 20, 2008, in the San Diego Daily Transcript and on the City's website for bid and contract opportunities. Three (3) firms submitted proposals on April 29, 2008. On May 13, 2008, the firms were interviewed by a selection panel. Infrastructure Engineering Corporation was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60, Selection of Consultants for Work Requiring Licensed Architect and Engineering Skills and Other Related Professional Services.

The City will utilize the expertise of Infrastructure Engineering Corporation to design and install well head equipment, treatment and conveyance systems for the Groundwater Pilot Production

Wells Project. The goal of this project is to install up to four pilot production wells and associated facilities and tie them into existing Water Department facilities at different locations within the City's jurisdiction to supply up to 2,000 acre-feet per year of groundwater. These pilot wells will help in evaluating the aquifers in which they are installed to determine the feasibility of installing several wells at each location. Infrastructure Engineering Corporation has the expertise, experience and personnel necessary to provide the professional. The City will pay Infrastructure Engineering Corporation for performance of all Professional Services rendered in accordance with the Agreement, in an amount not to exceed \$500,000.

EQUAL OPPORTUNITY CONTRACTING:

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

FISCAL CONSIDERATIONS:

The City will pay Infrastructure Engineering Corporation for performance of all Professional Services rendered in accordance with this Agreement, in an amount not to exceed \$500,000. Funding is available from the Water Fund 41500, CIP 759320 Groundwater Asset Development Program for this purpose. The project cost for Water is \$500,000 and may be reimbursed up to 80% by current or future debt financing. This project was not identified in the Fiscal Year 2008 through Fiscal Year 2011 Water Department rate case. However, on September 8, 2008, the Water Department will seek approval from the Independent Rates Oversight Committee to commit funding for this project. A grant application was submitted August 15, 2008 for this project to the San Diego County Water Authority for their Local Investigative Studies Assistance program in an amount not-to-exceed \$500,000. Grant award notifications are expected by November 1, 2008.

PREVIOUS COUNCIL/COMMITTEE ACTION:

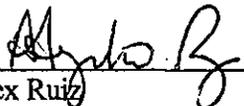
In December 2002, the City of San Diego (City) adopted the Long-Range Water Resources Plan (LRWRP) by Resolution R-2003-657. There are no previous actions on this contract.

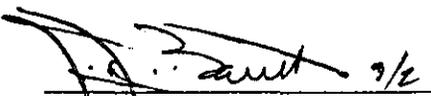
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The Water Department has met with and presented information to the Mount Hope Community Council, Balboa Park Committee, and Southeastern San Diego Planning Committee. The Water Department and United States Geological Survey jointly held a press conference with Channel 10 News and the San Diego Union-Tribune on February 1, 2008. Water Department provides project fact sheets and project information on the City's web page at www.sandiego.gov.

KEY STAKEHOLDERS:

As an initiative to meet the goals of the Long-Range Water Resources Plan, the City water rate payers are stakeholders. The Independent Rates Oversight Committee (IROC) is a key stakeholder. This item will be presented to the IROC on September 8, 2008 to request their support to fund this Agreement.

 9/2/08
 Alex Ruiz
 Assistant Water Department Director

 9/2
 J. M. Barrett
 Director of Public Utilities

000895



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: August 29, 2008
TO: Independent Rates Oversight Committee
FROM: Marsi A. Steirer, Deputy Director, Water Resources & Planning Division
SUBJECT: Funding of CIP 75-932.9 Groundwater Pilot Production Wells

Requested Action:

Support the use of \$1.9 million from the FY 2009 Budget to fund CIP 75-932.9, Groundwater Pilot Production Wells. This project is a sub-project of CIP 75-932.0 Groundwater Asset Development Program, and was not identified in the Fiscal Year 2008 through Fiscal Year 2011 Water Department rate case (as approved in 2007).

Discussion:

The City of San Diego adopted the Long-Range Water Resources Plan in 2002 (Plan) by Resolution R-2003-657. The Plan recommended enhancing the City's water supply portfolio by developing additional local supplies. The Plan set a goal of 10,000 acre-feet per year (AFY) for local groundwater production and 20,000 AFY for groundwater storage by 2010. The City's groundwater efforts have been funded through the Groundwater Asset Development Program (CIP 75-932.0). The Groundwater Asset Development Program is composed of a set of sub-CIP projects that, taken in combination, will explore and develop the City's groundwater assets. Specific sub-projects are identified from time to time and added to the program.

In a developmental program of this nature, it is not possible to anticipate all of the opportunities that may arise (or dead ends that may develop) ahead of time and it is essential to be able to apply funds flexibly. All funds for the Groundwater Asset Development Program are budgeted in CIP 75-932.0 and are then moved to sub-projects as those subs are ready for action. However, in the rate case, in order to identify a schedule and cost estimate, sub-projects are listed individually with no costs estimated for the "mother" project in order to avoid double counting. While the sub-projects are individually listed in the rate case project list, it is more appropriate to look on them as a part of a whole which can shift its individual components. Under this understanding, the rate case projected the Groundwater Asset Development Program would spend \$30.2 million dollars from FY 2008 through FY 2011 in three sub-projects:

Rate Case Program

759320	AA - Groundwater Asset Development Program	FY 2008	FY 2009	FY 2010	FY 2011	Totals
759324	San Pasqual Brackish Grndwtr Desal Demo Ph III	1,436,212	1,090,186	4,734	0	2,531,132
759325	San Pasqual Groundwater Desalination	0	0	6,991,307	20,672,316	27,663,623
759326	San Pasqual Groundwater Management Plan ⁽¹⁾	15,273	0	0	0	15,273
	Totals	1,451,485	1,090,186	6,996,041	20,672,316	30,210,028

⁽¹⁾ Note: the balance for this sub-project was spent in FY 2007

Current plans for the Groundwater Asset Development Program estimate spending \$28,916,085 from FY 2008 through FY 2011 as redistributed to the following four sub-projects:

Current Projections

759320	AA - Groundwater Asset Development Program	FY 2008	FY 2009	FY 2010	FY 2011	Totals
759324	San Pasqual Brackish Grndwtr Desal Demo Ph III	682,301	1,193,976	1,463,612	0	3,339,889
759325	San Pasqual Groundwater Desalination	0	0	5,181,976	18,352,782	23,534,758
759326	San Pasqual Groundwater Management Plan ⁽¹⁾	41,432	0	0	0	41,432
759329	Groundwater Pilot Production Wells	0	825,834	998,046	176,126	2,000,006
	Totals	723,733	2,019,810	7,643,634	18,528,908	28,916,085

⁽¹⁾ Note: the balance for this sub-project was spent in FY 2007

The reason the figures in the Rate Case Program table differ from the Current Projections table is that these are developmental projects. Expenditures were planned for these projects when the rate case was approved, however spending is not occurring according to that plan. Due to the developmental nature of these projects, schedules are revised and field conditions change which affects expenditures. This may lead to money becoming available to take advantage of targets of opportunities, as with the case of the Groundwater Pilot Production Wells project.

The Groundwater Pilot Production Wells Project is a component of the Groundwater Asset Development Program and involves the installation of wells, pumps, and conveyance systems that overlay the City's groundwater basins. Pilot production wells will help determine a site's feasibility for development of a full scale project. The pilot production wells will potentially yield 1,500 – 2,000 acre-feet per year (AFY). The Pilot Production Wells sub-project was not included in the rate case. However, this project is critical to determining the quantity and quality of the groundwater that can be produced in various areas.

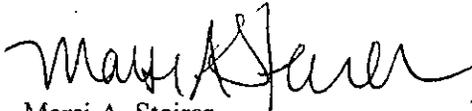
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Page 3
Independent Rates Oversight Committee
August 29, 2008

In addition to being within the planned program for groundwater, this request is also within the approved FY 2009 budget. The CIP Budget for FY 2009 provides \$2,981,094 for CIP 75-932.0, Groundwater Asset Development Program. The Pilot Production Wells project will use \$1.9 million of that amount for consultant agreements (see attachments) for which the Water Department will be seeking approval from the NR&C and the City Council respectively in September and October of this year. Additional funds may be spent on this project in future fiscal years. At the time the FY 2009 Budget was being developed in November/December 2007, these funds were identified as available in the projected fund balance for FY 2008. At that time, neither IROC nor DRES procedures were established. The projected fund balance was used to fund this program, as well as the rest of the Water Department budget, in the then normal fashion. The use of funds for this sub-project is in keeping with the nature of the Groundwater Asset Development Program and does not require any additional budget or transfer of funds. However, since this particular sub-project was not listed in the Water Department rate case, we now wish to obtain IROC's support for proceeding with the project.

Additionally, a grant application was submitted August 15, 2008 for this project to the San Diego County Water Authority for their Local Investigative Studies Assistance program in an amount not-to-exceed \$500,000. Grant award notifications are expected by November 1, 2008.

Financial Impact: \$1.9 million will be spent in furtherance of the Groundwater Asset Development Program in a new sub-project that was not listed in the Water Department rate case. If this use is not authorized, the budgeted funds would at the end of the fiscal year transfer to the DRES.



Marsi A. Steirer
Water Department Deputy Director

SG:gc

Attachments: 1. Executive Summary for Civil Engineering Consultant
2. Executive Summary for Geotechnical Consultant

000899



Natural Resources and Culture Committee Meeting

Water Department



October 15, 2008

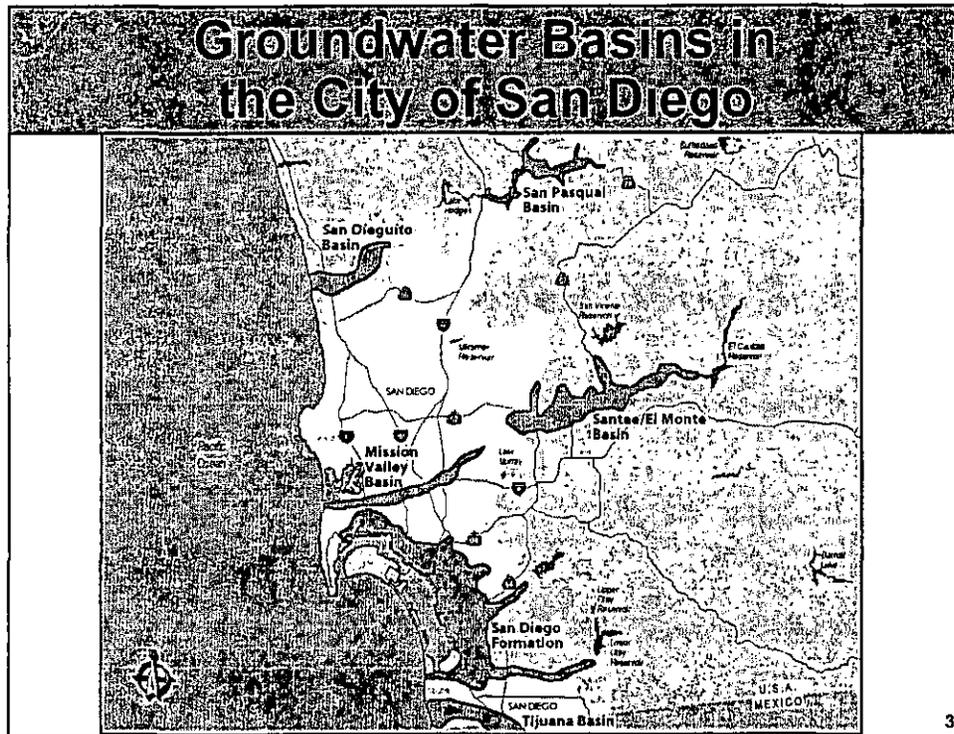


Item 9

Agreement with Infrastructure Engineering Corporation (IEC) for Professional Civil Engineering Services



000900

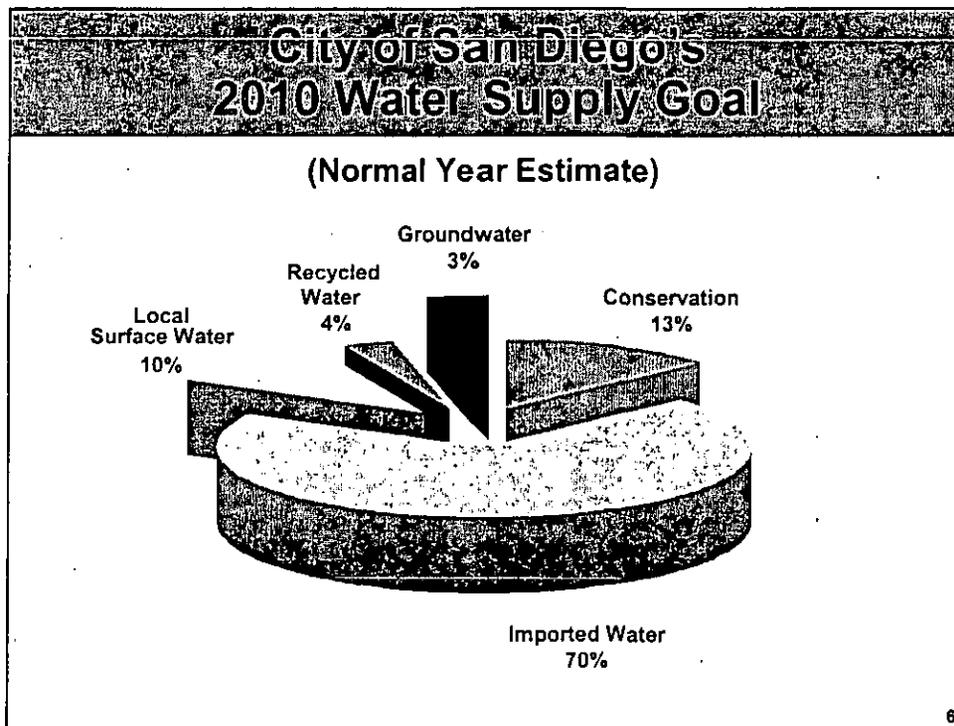
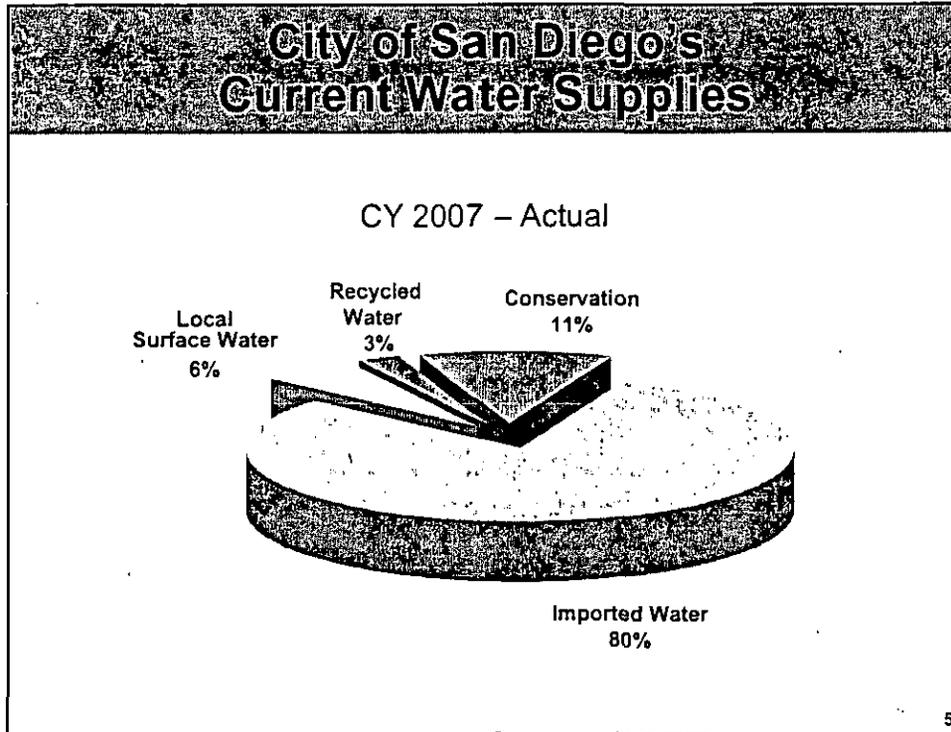


Background

- The Groundwater Pilot Production Wells Project will help determine a site's feasibility for development of a full scale project
- The Groundwater Pilot Production Wells Project is a component of the Water Department's Groundwater Asset Development Program (GADP)
- The GADP emerged out of the City's Long-Range Water Resources Plan (LRWRP)
- The LRWRP recommends diversifying the City's water supply portfolio including development of local water supplies to supplant imported water

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000901



000902

LRWRP Groundwater Objectives

- Develop Yield, Storage, and Conjunctive Use Projects in Groundwater Basins
 - ✓ 10,000 AFY of groundwater production
 - ✓ 20,000 AFY of groundwater storage
- To reach the groundwater development objectives established by the LRWRP, the City began to explore groundwater basins within its jurisdiction and conceived the Groundwater Asset Development Program

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Groundwater Asset Development

- The Groundwater Asset Development Program (GADP) is a set of projects that will explore & develop City groundwater assets
- The GADP has a three phase approach to developing groundwater production sites:
 - 1) Identify potential sites through research, physical exploration, water quality analysis & geological analysis
 - 2) Install pilot production wells and pumps to evaluate selected sites for production potential
 - 3) Construct and implement full-scale projects (i.e. well fields) based on pilot production evaluations

8

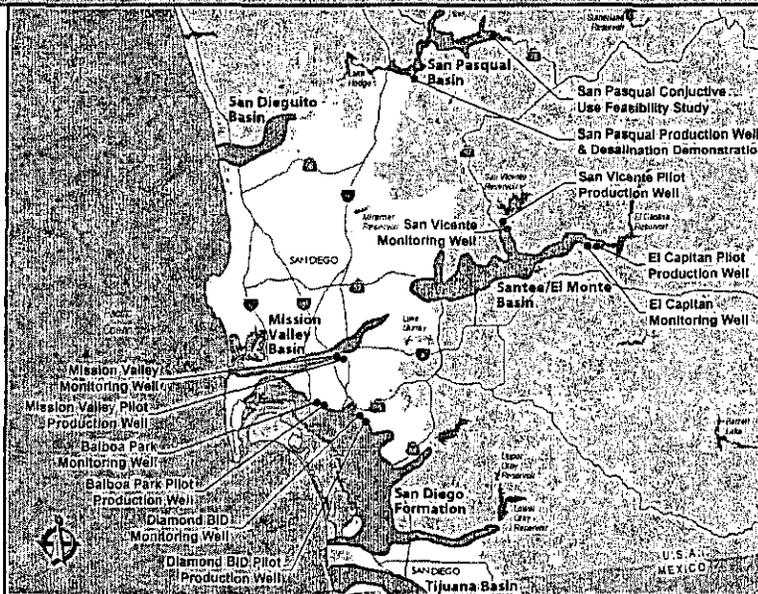
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Groundwater Pilot Production Wells

- The Groundwater Pilot Production Wells Project is the second phase in the GADP's three phase approach to develop groundwater production sites
- The Groundwater Pilot Production Wells Project involves installation of wells, well pumps, and conveyance systems at locations that overlay the City's groundwater basins
- Evaluate up to five sites in Santee/El Monte and Mission Valley Basins, and the San Diego Formation

9

Existing & Proposed Groundwater Facilities



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000904

Tasks Under This Agreement for Civil Engineering Services

- Identify and obtain applicable permits in support of pilot production well construction
- Assessment of water quality at each production well site to determine type of treatment (if needed)
- Economic feasibility analysis of sites that will require desalination
- Design and installation of well head facilities including pumps, motors, and controls for pilot production wells
- Design and installation of conveyance and treatment systems for pilot production wells
- Production of pre-design documents for full-scale facilities

11

Project Budget

- This project is a 'new' sub-project of CIP 75-932.0 GADP, and was not identified in the FY08 through FY11 rate case
- Money is available in CIP 75-932.0 through projected savings generated by other projects in the GADP
- On September 8, 2008, the Independent Rates Oversight Committee voted to support the use of \$1.9 Million from the FY09 Budget to fund sub-CIP 75-932.9, Groundwater Pilot Production Wells
- Applied for a \$500,000 Grant through the San Diego County Water Authority's Local Investigative Studies Assistance Program

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000905

Cost, Schedule and Requested Action

- Cost:
 - Not to exceed \$500,000
- Schedule:
 - Fiscal Years 2009-2011
- Requested Action:
 - Authorize the execution of a Professional Civil Engineering Services Agreement with Infrastructure Engineering Corporation

13

BACKUP SLIDES

14

000906

RATE CASE PROGRAM						
759320	AA - Groundwater Asset Development Program	FY 2008	FY 2009	FY 2010	FY 2011	TOTALS
759324	San Pasqual Brackish Ground Water Desal Demo Ph III	1,436,212	1,090,186	4,734	0	2,531,132
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CURRENT PROJECTIONS						
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759326	San Pasqual Groundwater Management Plan	41,432	0	0	0	41,432
759329	Groundwater Pilot Production Wells	0	825,834	998,046	176,126	2,000,006
TOTALS		723,733	2,019,810	7,643,634	18,528,908	28,916,085

000907



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: November 19, 2008

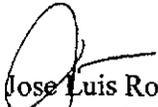
TO: Honorable Council President Scott Peters and Members of the City Council

FROM: Jose Luis Romo, Contract Compliance Officer, Equal Opportunity Contracting
via Beryl Rayford, Program Manager, Equal Opportunity Contracting 

SUBJECT: As Needed Agreement for Professional Civil Engineering Services for Water
Department – Infrastructure Engineering Corporation

Equal Opportunity Contracting reviewed and signed the Request for Council Action (1472) for the above mentioned project. As part of the supporting documentation, Equal Opportunity Contracting expressed a concern about the under representations in the contractor's workforce, and an Equal Opportunity Plan was requested.

Infrastructure Engineering Corporation submitted an Equal Opportunity Plan, which has been reviewed and approved by Equal Opportunity Contracting staff. Equal Opportunity Contracting will continue to monitor the firm's adherence and efforts to implement their plans via periodic reviews of work force reports.


Jose Luis Romo
Contract Compliance Officer

JLR

CC: Ed Plank, Council Liaison
Alex Ruiz, Assistant Water Department Director
Marsi Steirer, Water Department, Deputy Director
Beryl Rayford, Equal Opportunity Contracting, Program Manager

000503

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

October 20, 2008

100
12/02

SUBJECT: Agreement with Infrastructure Engineering Corporation for Professional Civil Engineering Services

GENERAL CONTRACT INFORMATION

Recommended Consultant: Infrastructure Engineering Services
Amount of this Action: \$500,000.00
Funding Source: City

SUBCONSULTANT PARTICIPATION

Berggren Land Survey & Mapping, Inc. (DBE/Hispanic Male)	\$ 50,000.00	10.00%
Moraes/Pham & Associates (DBE/Asian Pacific Male)	\$ 75,000.00	15.00%
Ninyo & Moore Geotechnical Consultants (Other)	\$ 75,000.00	15.00%
RCE Traffic Engineering (Other)	\$ 25,000.00	5.00%
Total Certified Subcontractor Participation	\$125,000.00	25.00%
Total Other Participation	\$100,000.00	20.00%
Total Subcontractor Participation	\$225,000.00	45.00%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Infrastructure Engineering Corporation submitted a Work Force Report for their San Diego County employees dated October 16, 2008, with a total of 55 employees. The firm's Work Force Analysis reflects under representations in the following categories:

- Hispanics in Mgmt & Financial
- Asians in Technical
- Filipinos in Technical
- Females in Professional and Technical

EOC staff is concerned about the under representations in the firm's work force report and therefore, has requested an Equal Opportunity Employment Plan and will continue to monitor the firm's effort to implement their plans.

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

ADDITIONAL COMMENTS

The Work Force Analysis is attached.

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

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: Infrastructure Engineering Corporation

000911

I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White		Other			
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	M	F		
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	5	4	0	0		
Professional	4.0%	0	0	12.6%	1	1	6.5%	2	1	0.5%	0	0	6.5%	0	0	8	1	0	0		
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0	0	0		
Technical	6.6%	1	0	14.8%	3	2	17.2%	3	0	0.4%	1	0	17.2%	0	0	12	5	0	0		
Sales	3.9%	1	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0		
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	1	8.8%	0	0	0	3	0	0		
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0		
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0		
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0		
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0		
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0		
TOTAL		2	0		4	3		5	1		1	1		0	0		25	13		0	0

HOW TO READ TOTAL WORK FORCE SECTION:

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

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

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
9	5	4	39.8%
14	11	3	59.5%
0	0	0	22.3%
27	20	7	49.0%
1	1	0	49.4%
4	0	4	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%
TOTAL	55	37	18

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

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

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.30	0	N/A	1.07	0	(1.07)	0.56	0	N/A	0.04	0	N/A	0.56	0	N/A	3.58	4	N/A
Professional	0.56	0	N/A	1.76	2	N/A	0.91	3	2.09	0.07	0	N/A	0.91	0	N/A	8.33	3	(5.33)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	1.78	1	N/A	4.00	5	1.00	4.64	3	(1.64)	0.11	1	N/A	4.64	0	(4.64)	13.23	7	(6.23)
Sales	0.04	1	N/A	0.20	0	N/A	0.07	0	N/A	0.01	0	N/A	0.07	0	N/A	0.49	0	N/A
Administrative Support	0.28	0	N/A	0.83	0	N/A	0.35	0	N/A	0.02	1	N/A	0.35	0	N/A	2.93	4	1.07
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000913	REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	1. CERTIFICATE NUMBER (FOR AUDITOR'S USE OF) 100 <i>400356</i> 12/02
TO: CITY ATTORNEY	2. FROM (ORIGINATING DEPARTMENT): WATER DEPARTMENT	3. DATE: July 15, 2008

4. SUBJECT:
Agreement with Infrastructure Engineering Corporation for Professional Civil Engineering Services

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Marsi A. Steirer (619) 533-4112 MS906	6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Gregory B. Cross (619) 533-4235 MS906	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input checked="" type="checkbox"/>
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8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	41500	41500			9. ADDITIONAL INFORMATION / ESTIMATED COST: Engineering Services: \$500,000
DEPT.		760			
ORGANIZATION		391020			
OBJECT ACCOUNT	9544	41181			
JOB ORDER		189446			
C.I.P. NUMBER		759320 / 759329			
AMOUNT	\$499,000.00	\$1,000.00			

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	7/23/08	8	DEPUTY CHIEF	<i>[Signature]</i>	11-22-08
2	EAS	<i>[Signature]</i>	7/15/08	9	COO	<i>[Signature]</i>	11/16/08
3	EOC	<i>[Signature]</i>	10/21/08	10	CITY ATTORNEY	<i>[Signature]</i>	11/7/08
4	LIAISON OFFICE	<i>[Signature]</i>	10/22/08	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	11-18-08
5	CIP/FM	<i>[Signature]</i>	10/27/08	DOCKET COORD: _____ COUNCIL LIAISON: <i>[Signature]</i> 11/19/08			
6	AUDITORS	<i>[Signature]</i>	10/29/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADOPTION <input type="checkbox"/>			
7	P&C	<i>[Signature]</i>	11/4/08	REFER TO: _____ COUNCIL DATE: 12/2/08			

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor or his designee to execute an Agreement with Infrastructure Engineering Corporation to provide civil engineering services for the Water Department in an amount not to exceed \$500,000; and

11A. STAFF RECOMMENDATIONS:
Adopt the Resolution.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): All

ENVIRONMENTAL IMPACT: This activity is exempt from CEQA pursuant to State CEQA Guidelines Section 15306. This determination is predicated upon Section 15004 of the Guidelines which provides direction to lead agencies on the appropriate timing for environmental review. Approval of future task orders for the installation of pilot production wells, hydrogeologic testing, and related services to support the program will require further review under the provisions of CEQA.

HOUSING IMPACT: N/A

OTHER ISSUES: NONE

000914

SECTION 11 – PREPARATION OF: RESOLUTIONS, ORDINANCES, ETC. (CONTINUED):

2. Authorizing the expenditure of \$500,000 from Water Fund 41500, CIP No. 759320 Groundwater Asset Development Program for the Groundwater Pilot Production Wells provided that the City Auditor first furnishes a certificate certifying that funds are, or will be, on deposit with the City Treasurer, and authorizing the Auditor and Comptroller to return excess budgeted funds to the appropriate reserve.

RECEIVED

08 NOV 20 AM 10:48

CITY CLERKS OFFICE
SAN DIEGO, CA

CITY ATTORNEY
08 NOV 17 AM 9:35
CIVIL DIVISION

000915

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: October 28, 2008 REPORT NO: N/A
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Water Department
SUBJECT: Agreement with Infrastructure Engineering Corporation for Professional Civil Engineering Services
COUNCIL DISTRICT(S): All
STAFF CONTACT: Marsi A. Steirer (619) 533-4112
Gregory B. Cross (619) 533-4235

REQUESTED ACTION:

Council is requested to approve and authorize the expenditure, not to exceed \$500,000, for an Agreement, five years in duration, with Infrastructure Engineering Corporation to provide design and installation of groundwater well head equipment, treatment, and conveyance systems to pump, treat, and convey groundwater from pilot production wells to existing Water facilities.

STAFF RECOMMENDATION:

- Authorizing the Mayor, or his designee, to execute an Agreement with Infrastructure Engineering Corporation, to provide Professional Civil Engineering Services for the Water Department in an amount not to exceed \$500,000.
- Authorize the expenditure of \$500,000 from Water Fund 41500, CIP 759320 Groundwater Asset Development Program for the purpose of executing this Agreement.

EXECUTIVE SUMMARY:

In December 2002, the City of San Diego (City) adopted the Long-Range Water Resources Plan (LRWRP) by Resolution R-2003-657. The LRWRP evaluated water supply alternatives for meeting the City's current and future water needs. The recommended approach for the LRWRP was to implement by 2010, a water resources strategy that enhances the City's water supply portfolio by developing more local supplies. To reach the groundwater development and implementation goals established by the LRWRP, the City is looking into various groundwater basins within its jurisdiction to install production wells.

The City currently does not have the resources, staffing and expertise to design and install groundwater well head equipment, treatment, and conveyance systems. A qualified and licensed consultant is being retained to provide this service. The City issued a Request for Proposals for Professional Civil Engineering Services on March 20, 2008, in the San Diego Daily Transcript and on the City's website for bid and contract opportunities. Three (3) firms submitted proposals on April 29, 2008. On May 13, 2008, the firms were interviewed by a selection panel. Infrastructure Engineering Corporation was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60, Selection of Consultants for Work Requiring Licensed Architect and Engineering Skills and Other Related Professional Services.

The City will utilize the expertise of Infrastructure Engineering Corporation to design and install well head equipment, treatment and conveyance systems for the pilot production wells. The goal of this program is to install up to four pilot production wells and associated facilities and tie them into existing Water Department facilities at different locations within the City's jurisdiction to

supply up to 2,000 acre-feet per year of groundwater. These pilot wells will help in evaluating the aquifers in which they are installed to determine the feasibility of installing several wells at each location. Infrastructure Engineering Corporation has the expertise, experience and personnel necessary to provide the professional services on an as needed basis. The City will pay Infrastructure Engineering Corporation for performance of all Professional Services rendered in accordance with the Agreement, in an amount not to exceed \$500,000.

EQUAL OPPORTUNITY CONTRACTING

Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: \$125,000 Certified Firms (25.0%)
\$100,000 Other Firms (20.0%)

Other: Workforce Report Submitted – Equal Opportunity Plan Required. Staff will monitor plan and adherence to Nondiscrimination Ordinance.

FISCAL CONSIDERATIONS:

The City will pay Infrastructure Engineering Corporation for performance of all Professional Services rendered in accordance with this Agreement, in an amount not to exceed \$500,000. Funding is available from the Water Fund 41500, CIP 759320 Groundwater Asset Development Program for this purpose. The project cost for Water is \$500,000 and may be reimbursed up to 80% by current or future debt financing. This project was not identified in Fiscal Year 2008 through Fiscal Year 2011 rate case. However, on September 8, 2008, the Independent Rates Oversight Committee unanimously supported funding this project. A grant application was submitted to August 15, 2008 for this project to the San Diego County Water Authority for their Local Investigative Assistance program in an amount not-to-exceed \$500,000. Grant award notifications are expected November 1, 2008.

PREVIOUS COUNCIL/COMMITTEE ACTION:

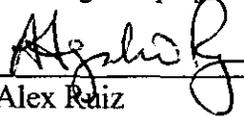
In December 2002, the City of San Diego (City) adopted the Long-Range Water Resources Plan (LRWRP) by Resolution R-2003-657. The subject item was approved by the Natural Resources and Culture Committee on October 15, 2008. There are no previous actions on this contract.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The Water Department has met with and presented information to the Mount Hope Community Council, Balboa Park Committee, and Southeastern San Diego Planning Committee. The Water Department and United States Geological Survey jointly held a press conference with Channel 10 News and the San Diego Union-Tribune on February 1, 2008. The Water Department also provides project fact sheets and project information on the City's web page at www.sandiego.gov.

KEY STAKEHOLDERS:

As an initiative to meet the goals of the Long-Range Water Resources Plan, the City water rate payers are stakeholders. The Independent Rates Oversight Committee (IROC) is a key stakeholder. This item was presented to IROC on September 8, 2008 in which IROC supported funding this project.

 10/27/08
Alex Ruiz
Assistant Water Department Director

 10.27.08
J.M. Barrett
Director of Public Utilities

000917

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2900356
ORIGINATING DEPT. NO.: 760

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: \$499,000.00 Fund: 41500

Purpose: Authorizing an expenditure of funds for the purpose of executing the As-Needed Agreement for Professional Civil Engineering Services - Ground Water Pilot Production Wells.

Date: October 31, 2008 By: Van Nguyen

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500			9544					\$499,000.00
TOTAL AMOUNT										\$499,000.00

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$1,000.00

Vendor: Infrastructure Engineering Corporation

Purpose: Authorizing an expenditure of funds for the purpose of executing the As-Needed Agreement for Professional Civil Engineering Services - Ground Water Pilot Production Wells, CIP 759320.

Date: October 31, 2008 By: Van Nguyen

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
002	0	41500	760	391020	41181	189446				\$1,000.00
TOTAL AMOUNT										\$1,000.00

FUND OVERRIDE

RESOLUTION NUMBER R- _____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING AWARD AND EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT;
AUTHORIZING THE EXPENDITURE OF FUNDS; AND
TAKING RELATED ACTIONS.

WHEREAS; On December 9, 2002, the City of San Diego [City] adopted the Long – Range Water Resources Plan [LRWRP] by Resolution R-2003-657 in which the LRWRP evaluated water supply alternatives for meeting the City's current and future water needs; and

WHEREAS; On May 13, 2008, Infrastructure Engineering Corporation was selected as the most qualified firm to design and install well head equipment, treatment and conveyance systems for the Groundwater Pilot Production Wells Project [Project]; NOW, THEREFORE:

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

1. That the Mayor or his designee is hereby authorized and empowered to award and execute, for and on behalf of the City, a Professional Services Agreement with Infrastructure Engineering Corporation, which is on file in the office of the City Clerk as Document No. RR _____ [Agreement], in an amount not to exceed \$500,000 for the purpose of providing professional services to the Water Department for the Project; and
2. That the expenditure of an amount not to exceed \$500,000 from Water Fund 41500, CIP 759320, Groundwater Asset Development Program, for Project related costs is authorized, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.
3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess budgeted funds, if any, to the appropriate reserves.

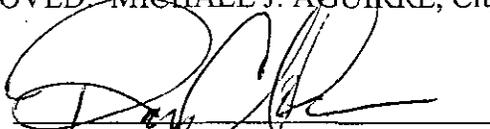
000920

4. That this activity is exempt from the California Environmental Quality Act

[CEQA] pursuant to the State CEQA Guidelines, Section 15306.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Raymond C. Palmucci
Deputy City Attorney

RCP:js
11/17/2008
Or.Dept: Water
Aud. Cert. 2900356
R-2009-663

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

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000921

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
INFRASTRUCTURE ENGINEERING CORPORATION
FOR
AS-NEEDED ENGINEERING SERVICES
FOR
GROUNDWATER PILOT PRODUCTION WELLS**

CONTRACT NUMBER: H084320

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 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND INFRASTRUCTURE ENGINEERING CORPORATION
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Infrastructure Engineering Corporation to provide Professional Services to the City for civil engineering services on an as-needed basis.

RECITALS

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

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

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

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

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

ARTICLE I

DESIGN PROFESSIONAL SERVICES

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

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

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Design Professional shall complete and execute the Task Order which must be approved in

writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

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

1.2 Task Administrator. The Water Department is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Water Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, 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 designee, unless the Agreement specifies otherwise.

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

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

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

or (c) otherwise becomes known to the Design Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing "new" Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration for issuance of "new" Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. "Active" Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order.

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war;
Design Long Form As Needed Agreement - 3 -

changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Design Professional's inability to obtain materials, equipment, or labor.

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

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

2.7 City's Right to Terminate for Default. If the Design Professional fails to perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may

immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$500,000.00. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

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

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

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

ARTICLE IV

DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this

Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

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

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

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Design Professional.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program

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

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

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

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

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

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

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

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

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

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

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

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

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political

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

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

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. 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 Design Professional, its agents, officers, and employees, the Design

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

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

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

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

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

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

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

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

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

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

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII

MEDIATION

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

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

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

7.3.1 If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to

which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

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

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

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

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

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its

employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

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

8.4 Moral Rights Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

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

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new

non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX

MISCELLANEOUS

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

Gregory Cross
Associate Engineer – Civil
City of San Diego Water Department
600 B Street, Suite 600
San Diego, CA 92101

and notice to the Design Professional shall be addressed to:

Amy Czajkowski, P.E.
Senior Project Manager
Infrastructure Engineering Corporation
14271 Danielson Street
San Diego, CA 92064

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

9.3 Non-Assignment. The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement,

at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

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

9.6 Additional Design Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

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

authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

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

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

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

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

9.14 No Waiver. No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

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

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

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

9.18 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall

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

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

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

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

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

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

Dated this _____ day of _____, 2008..

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Infrastructure Engineering Corporation and that I have read all of this Agreement, this 4th day of AUGUST, 2008.

By  _____

Amy Czajkowski, P.E.
Senior Project Manager

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2008.

MICHAEL J. AGUIRRE, City Attorney

By _____

Ray Palmucci
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form

SCOPE OF SERVICES
for
AS-NEEDED CIVIL ENGINEERING SERVICES
GROUNDWATER PILOT PRODUCTION WELLS

1.0 GENERAL REQUIREMENTS

The Consultant shall provide as-needed professional engineering services to support Water Department, Water Resources and Planning Division, in the equipping of production wells and providing conveyance and/or treatment systems to deliver groundwater from fully developed wells to existing facilities for community raw water supply, non-potable irrigation systems, or potable distribution systems. Professional engineering services provided by the Consultant may include, but are not limited to: design and installation of production well equipment, conveyance system piping, and treatment systems; development of bid documents; arranging for and conducting contractor bidding; and the procurement of equipment and services for up to four separate pilot production groundwater well systems within the San Diego area. The wells will be constructed for the City of San Diego under a separate agreement. Some task orders may require the Consultant to provide turnkey conveyance systems that will deliver groundwater to existing facilities where the Consultant will be required to contract directly with a licensed general engineering contractor or otherwise self-perform the construction. Other task orders may require the Consultant to perform the design and other professional services while the construction contract may be procured through a traditional design-bid-build process where the City contracts directly with a licensed general contractor. All work shall be completed in accordance with applicable Federal, State, and local laws, regulations, guidelines, City standards and guidelines, and general industry standards of care. This will be a task order agreement where each Task Order will have a detailed scope of work based on site specific criteria. The Consultant shall be responsible for all aspects of the work.

TASK ORDER PREPARATION

All Task Order Scope and Fee Proposals shall be broken down by sub-task with a proposed fee for each sub-task. Also, each sub-task shall be further broken down to include a list of personnel to be used, their hourly rates, their classifications, and the number of hours proposed for each sub-task. The role and responsibility of each of the Consultant's team members shall be identified in each sub-task. Additionally, a list of reimbursable items and the cost of each item shall be included for each sub-task.

1.2 INVOICING

1.2.1 PROGRESS REPORTS

Consultant shall prepare a written progress report with each monthly invoice. The reporting period shall cover one calendar month, from the first working day of the month through the end of the last working day of the month. The progress report shall serve as a cover letter for the invoice package, shall be prepared on Consultant's letterhead, shall be addressed to the City's project manager, dated, and shall include a reference line: "Progress Report for City of San Diego As-Needed Civil Engineering Services Agreement Doc. No. C-XXXXX". The progress report shall state the reporting period for which the invoice is being submitted. The progress report shall list in consecutive order all open Task Orders, the Task Order number, Task Order title, the reporting period (i.e. calendar month), the current status of the Task Order, whether or not activity had occurred on the specific task, and if activity has occurred, the nature of the activity.

1.2.2 TASK ORDER SUMMARY SHEET

Consultant shall prepare a Task Order Summary Sheet on Microsoft Excel to be submitted with each monthly invoice package. The Task Order Summary Sheet shall be used primarily as a tool to track expenditures of each Task Order and the total contract amount remaining. The Task Order

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Summary Sheet shall list the Task Order number in the first column and include the following column headings: Task Order No., Description (or Title), Purchase Order Number, Date Authorized, Amount Authorized, Prior Amount Billed, Current Amount Billed, Percent Billed, Total Amount Billed, Authorized Amount Remaining. The Task Order Summary Sheet shall show in separate cells: the Total Contract Value, Contract Value Remaining, Invoice Date, Period Beginning, and Period Ending.

1.2.3 INVOICES

Consultant shall submit a separate invoice for each Task Order. Each invoice shall be prepared on Consultant's letterhead with the Consultant's name, address, and phone number. Each invoice shall include an invoice number, invoice date, period of time the invoice covers (i.e. one calendar month), Task Order number, Task Order Description, and Purchase Order number. The invoice shall be broken down by sub-task. Each sub-task shall identify staff classification, staff person name, hours worked, hourly rate, and amount charged per staff person, per sub-task. Reimbursables shall be listed and the amount, with photocopies of receipts attached. A total for each sub-task shall be identified and overall total which is the sum of the sub-tasks. Invoices shall include all backup information for charges incurred. Invoices shall be sent to:

Gregory Cross, Project Manager
600 B Street, Suite 600
San Diego, CA 92101

2.0 EXAMPLES OF TYPES OF SERVICES

- Preliminary Engineering
- Design
- Bidding
- Construction
- Construction Management

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- System Start-up
- Project Closeout

2.1 PRELIMINARY ENGINEERING

2.1.1 PRELIMINARY DESIGN REPORT

Preparation of a preliminary design report or reports that includes, but is not limited to the following: identification of pilot production well locations and defines pumping, treatment, and conveyance facilities as approved by the City of San Diego for subsequent design development. The preliminary design report will detail physical and operational criteria for the pumping and conveyance systems and evaluate and detail endpoint connections and product delivery to existing facilities. Utilities, property issues, easements, permitting and regulatory requirements shall be identified and addressed in the report. Preliminary design criteria, schematics, drawings, equipment specifications and costs will be prepared illustrating the integration of the wells, conveyance systems, and existing facilities. Controls, instrumentation, electric power, and communication systems shall be included.

2.1.2 BUSINESS CASE EVALUATIONS

Water Department's Department Instruction 30.25 incorporates guidelines for the use of a Business Case Evaluation process methodology to analyze lifecycle viability of proposed projects. At the discretion of the City's Project Manager, the Consultant may be required to prepare Business Case Evaluations for selected works.

2.2 DESIGN

2.2.1 COORDINATION WITH CITY PROJECT MANAGER

- 2.2.1.1 Preparing and submitting monthly progress reports describing progress made and identifying outstanding

project issues. A proposed resolution for each project issue shall be included, as well as a planned resolution date.

2.2.1.2 Attending progress meetings with City staff, transcribe and distribute meeting minutes. Prior to distribution, forward meeting minutes to City's project manager for review and approval.

2.2.1.3 Providing construction cost estimates and project schedules updated as projects progress.

2.2.1.4 Providing plans, specifications, and record drawings (as-builts) for the project. Design documents shall include the following disciplines, at a minimum: seismic, corrosion, electrical, mechanical, civil, environmental, process and instrumentation. The documents shall include an appropriate level of detail to ensure the satisfactory completion of the required project. The plans and specifications shall describe the *design objective*, required materials, required methods, and appropriate quality assurance/quality control.

2.2.2 PUBLIC INFORMATION ASSISTANCE

2.2.2.1 Assisting City staff in making presentations to community groups.

2.2.2.2 Participating in public review meetings regarding design issues associated with the project.

2.2.3 PERMITTING

- 2.2.3.1 Identifying applicable (Local, State, Federal) permit requirements for the project.
- 2.2.3.2 Preparing permit applications.
- 2.2.3.3 Support services during permit acquisition.

2.2.4 DESIGN DEVELOPMENT

- 2.2.4.1 Performing site assessment for best or most efficient and cost effective plans to install pumps, piping, treatment, and appurtenances for the groundwater pilot production well conveyance system.
- 2.2.4.2 Selecting pump(s), equipment, instruments, controls, piping, and appurtenances to convey groundwater from the pilot production wells to raw water transmission mains, non-potable irrigation, or potable distribution systems.
- 2.2.4.3 Providing final design submittal including design drawings and calculations with backup information, "camera-ready" project plans and specifications for incorporation into the final bid documents as required.

2.2.5 DESIGN REVIEW AND APPROVAL

The City shall perform design reviews of each submittal phase and provide a copy of review comments to the Consultant. The Consultant shall review City comments, provide written responses to comments and incorporate comments as agreed upon with the City.

2.2.6 SUPPORT SERVICES DURING CONSTRUCTION

- 2.2.6.1 Interpret Contract Documents: Provide interpretation of contract documents in response to written requests for information (RFI's) by the Contractor. The response time goal is seven days. Response time may be accelerated in order to support the construction schedule.
- 2.2.6.2 Review Technical Submittals: The response time goal is fourteen days per submittal. Response time may be accelerated in order to support the construction schedule.
- 2.2.6.3 Preparation of Requests For Quotes (RFQ's) and Design Clarifications (DC's): Prepare requests for quotes, RFQ's, requesting that formal documentation be provided by the Contractor for changes to the Contract Documents or for additional related construction. Prepare written engineering initiated design clarifications, DC's, of the Contract Documents.
- 2.2.6.4 Site Visits and Field Support: Provide ongoing and as-needed on-site support by the Consultant's representative. Consultant's representative shall provide immediate written notification to the City and/or Construction Manager when safety or quality of construction issues are observed on the site.
- 2.2.6.5 Meetings: Attend on-site construction meetings, transcribe and distribute meeting minutes. Prior to distribution, forward meeting minutes to City's project manager for review and approval..

BIDDING

The Consultant shall solicit contractors for bid and render services such as preparation of addenda to the final design documents, attend the project pre-bid conference, and receive and review bids. The Consultant shall submit the final contractor bids and make recommendations to the City for selection and approval. Final selection and approval authority resides with the City. At the discretion of the City, the City may elect to have the Consultant contract directly with the successful bidder to provide construction services. Alternatively, the City may elect to bid construction services under a separate contract. When needed, the Consultant shall provide support to the City during the contractor bidding phase including preparation of addenda, responding to questions of potential bidders and preparation of "camera-ready" conformed documents.

2.4 CONSTRUCTION

Consultant shall be responsible for all aspects of construction for tasks where Consultant contracts directly with a contractor for construction.

2.5 CONSTRUCTION MANAGEMENT**2.5.1 PRECONSTRUCTION**

2.5.1.1 Pre-Bid Conferences: Assist the City in preparing the agenda for the pre-bid conference and conduct the pre-bid conference. Conduct site visits for potential bidders as required.

2.5.1.2 Pre-Construction Conferences: Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation and safety requirements, and review coordination procedures.

2.5.2 FIELD ENGINEERING AND ADMINISTRATION

- 2.5.2.1 Coordination and Correspondence: Serve as the focal point for coordination among the Construction Contractor, Owner, Design Consultant, and other parties. Receive Construction Contractor correspondence and prepare and transmit responses.
- 2.5.2.2 Change Order Management: Apply Construction Manager's skill and experience to minimize change orders during construction.
- 2.5.2.3 Schedule Management: Review Construction Contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity duration, sequence, and cost loading. Review schedule issues with City. Review work progress as compared to the Construction Contractor's monthly schedule updates, and apprise City of any schedule deviations and recovery plans. Analyze the schedule to determine impact of change orders, weather delays on overall project schedule, and other delays. Negotiate time extensions due to change orders, weather, and other delays.
- 2.5.2.4 Progress Meetings: The Construction Manager shall prepare procedures for regularly scheduled progress meetings to include Construction Contractor's progress reporting requirements of Construction Contractors and their subcontractors. The Construction Manager shall request the Construction Contractor's progress report data so that he has it at least one (1) day prior to the progress meeting. The Construction Manager shall review the

progress report data prior to the progress meeting for discussion at the meeting. Conduct regularly scheduled progress meetings with Construction Contractor to discuss status of the work and short term work activities by the Construction Contractor.

2.5.2.5 Document Control System: Set up and maintain a hardcopy project file system for all original documents retained. Prior to the issuance of notice to proceed for any construction, develop and obtain City approval of, and implement a Document Control System for the purpose of recording, distributing, and (when applicable) tracking the status of all information to be received, assembled, developed, or otherwise processed as a consequence of the work to be performed by the Consultant under this Agreement.

2.5.2.6 Submittal Management: Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to Construction Contractor. Review administrative submittals, such as the construction schedule, and provide to the City a professional recommendation based on the Construction Manager's skill and experience. Track all submittals and report on all delinquent submittals.

2.5.2.7 Request for Information (RFI) Management: Receive, process, and monitor requests for information from the Construction Contractor. Prepare responses to RFI's that are related to construction issues. Transmit design related RFI's to Design Consultant and track progress. Evaluate design related RFI replies submitted by the design

consultant for constructability and notify the City's Project Manager of any resulting concerns. Track and follow up on delinquent responses with all parties to help ensure the quickest possible resolution of any and all outstanding issues. Estimate, and provide to the City's Project Manager, the timeline required for a resolution of those items which have the potential to extend the duration of construction. Conduct discussions and/or meetings with the Construction Contractor, Consultant, City, and other parties together or separately as needed to resolve RFI's which have become either delinquent or critical to the construction schedule.

2.5.2.8 Change Order and Field Order Management: Apply Consultant's skill and experience to minimize change and field orders during construction by: timely processing of construction documents; preventing changes arising from construction acceleration; working with the Construction Contractor to minimize field conditions that could result in added work; and developing a screening process for change requests initiated by the City or Consultant. Develop a process for initiation, negotiation, approval, payment, and documentation of change and field orders. Perform change and field order administration, including issuing proposed change and field orders to Construction Contractor, maintaining logs of proposed and approved change and field orders, receiving change and field order quotations from Construction Contractor, negotiating change and field order costs and time extensions, processing final negotiated change and field orders, and incorporating approved change and field orders into progress payment Schedule of Values. Perform quantity and cost analyses as required for

negotiation of change and field orders. Coordinate with City as required for processing of change and field orders. Prepare scope of change and field orders related to construction issues based on drawings, specifications, and/or other design information provided by the Design Consultant, Construction Contractor, or the City. Review all proposed change and field orders for constructability and notify the City's Project Manager of any resulting concerns with City. Construction Manager shall lead the negotiations with the Construction Contractor.

2.5.2.9 Coordination of Equipment and Services: Develop lists and monitor status of manufacturers' certificates, services, spare parts and manuals. Receive, log and file manufacturers' certificates. Receive, log, and turn over spare parts to City. Receive, log, and distribute manufacturers' O&M manuals to City for review and acceptance. Coordinate manufacturers' training services with City operations and maintenance staff.

2.5.3 INSPECTION SERVICES

2.5.3.1 Inspection: Provide resident civil, structural, mechanical, electrical inspectors for day-to-day on-the-job observation of the work in progress. The inspectors shall be qualified to ensure that the work is proceeding in accordance with Construction Contract specifications at or above the current construction industry standard of care. The purpose for these inspections is to guard the City against defects and deficiencies in the work of the Construction Contractor and to determine if the provisions of the contract documents are being fulfilled. Coordinate and conduct final inspection. Perform periodic, short duration factory inspections as

required.

- 2.5.3.2 Special Inspection or Certified Inspection: When required by applicable codes or regulations or at the request of the City, the consultant shall hire the services of Special Inspector(s) and/or Certified Inspector(s).
- 2.5.3.3 Documentation: Prepare daily inspection reports documenting observed construction activities and job site conditions including weather conditions, Construction Contractor's manpower and equipment, work performed, materials used, and site visitors; measure pay quantities; coordinate, witness, and record leakage tests for piping and water bearing structures; take progress photographs and bind and label them; mark up a field blue line set of drawings based on field observations, compare blue lined set to Construction Contractor's red-lined set as needed to ensure agreement as to the execution of work and the quick discovery and resolution of discrepancies, and incorporate approved Construction Contractor record drawing markups; prepare punch lists. Coordinate with and review marked up documentation sets as needed with the designer to help ensure the integrity of both the design and the as-built drawings.
- 2.5.3.4 Construction Coordination: Coordinate the activities of materials testing firms, building department inspections, and other services as required. Assist with equipment testing and start-up and other matters relating to construction of the project.

2.5.3.5 Payment Recommendations: Review Construction Contractor's monthly payment requests, and prepare and process payment recommendations to City. The Construction Manager shall perform an independent assessment of progress including (at a minimum) quantities of materials placed, equipment delivered and installed, etc. as the basis for his monthly negotiation of payment.

2.5.3.6 Safety: Construction Manager shall perform its tasks in compliance with state and federal safety requirements. Monitor the jobsite for safe working conditions and report safety violations observed at the construction site.

2.5.4 REGULATORY COMPLIANCE

Assure compliance with all permits, environmental, and all other requirements. The Consultant shall coordinate with environmental monitors and coordinators in an effort to meet specified mitigation requirements and to minimize the impact of mitigation measures on the construction cost and schedule.

2.6 SYSTEM STARTUP

2.6.1 START-UP, TESTING, AND COMMISSIONING

Consultant shall develop and implement start-up, testing, and commissioning plans.

2.6.2 FACILITY ACCEPTANCE

Consultant shall be responsible for maintenance and operation of pump(s), treatment, and conveyance systems with the conditions of the existing permit and regulations requirements until final acceptance by the City,

2.7 PROJECT CLOSEOUT**2.7.1 TRAINING**

Consultant shall provide O&M training to City Operations staff.

2.7.2 DOCUMENTATION

Consultant shall submit all documents related to the project to the City.

2.7.3 RECORD DRAWINGS

Consultant shall deliver to the City, completed construction documents (red-lined drawings, approved shop drawings, etc.) for preparation of final project record drawings.

2.7.4 OPERATIONS AND MAINTENANCE INFORMATION

Consultant shall prepare all operations & maintenance information in both hard copy bound format and an electronic format acceptable to the City.

2.7.5 ELECTRONIC DOCUMENTATION

All documents developed and delivered by Consultant under this scope of services shall include an electronic version in Microsoft Word, Excel, and/or Micro Station format as appropriate.

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TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:	
Agreement:	
Task Order No.:	Date:
Pursuant to the Terms and Conditions of the Agreement referenced above, and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.	
Part A	Scope of Services
Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order..	
CIP No.	Org. No. Job Order No.
Part B	Task Order Compensation
City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement. The not to exceed costs for the Scope of Services for this Task Order is \$ _____.	
Part C	Personnel Commitment
The Scope of services shall be performed by Consultant's personnel in the number and classifications required by City.	
Part D	Time Sequence
All Professional Services to be performed under this Task Order shall be completed by _____ and as set forth in the Scope of Services.	
City of San Diego	Consultant
Recommended For Approval: Finance Analyst	I hereby acknowledge receipt and acceptance of this Task Order for:
Recommended For Approval: Contract Specialist	By: _____
Approved By: _____	Name(Type): _____
Name (Type)	Title: _____
Title:	Date: _____
Date:	

EXHIBIT C**COMPENSATION SCHEDULE****I. Professional Services Fee**

City and Consultant agree that the Professional Services Fee to be paid to Consultant shall not exceed the Contract Amount shown in the schedule below.

II. Schedule

The Contract Amount for this Agreement is \$500,000. Task Orders shall be issued for the services described in Exhibit A in lesser amounts not to cumulatively exceed this total Contract Amount.

FEE SCHEDULE**I. Labor Rates**

- A. Labor billing rates shall be Consultant's and Subconsultant's burdened rates for job classifications listed in Schedule C-1.
- B. Consultant represents that all indirect/overhead costs included in the billing rates are the most recently audited actual rates.
- C. Any overtime must be pre-approved in writing by the Water Department Project Manager.
- D. Additional labor classifications may be added, subject to negotiation, and as authorized by an approved Task Order issued under the terms and conditions of this Agreement.

II. Other Direct Costs

- A. Other Direct Costs (ODCs) are Consultant's actual costs for items negotiated and listed as ODC's on a Task Order Authorization. See Schedule C-2.
- B. Consultant's markup on ODC's is 3% of actual cost.
- C. ODC Billing Rate equals ODC plus markup.

III. Subconsultant Costs

- A. Subconsultant Costs are actual costs paid to Subconsultants by Consultant.
- B. Consultant's mark up on Subconsultant Costs is 3% of actual costs. Subconsultant's markup on ODC's cannot exceed 3% of actual cost.
- C. Consultant billing rate equals subconsultant cost plus markup,

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IV. Economic Price Adjustment

- A. Consultant may request an adjustment to the labor billing rates in this Agreement a minimum of twelve months after the effective date of the Agreement. Any such request must include supporting data, in a form satisfactory to City, subject to audit. Any adjustments to labor rates shall not exceed the percent change in the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the previous twelve months, and any other ceiling caps stated elsewhere in this Agreement.

Should a request for adjustment be made after a twelve-month period, any subsequent request will not be considered prior to the end of the twelve-month adjustment period previously granted. Under no circumstances will an adjustment to rates be made retroactively.

The formula for calculating the CPI adjusted allowable rate is:

$$\left[1 + \left(\frac{\text{Current CPI} - \text{Previous CPI}}{\text{Previous CPI}} \right) \right] \times \text{Previous Rate} = \text{Current Rate}$$

Definitions:

CPI: The All Urban Consumers (CPI-U), Los Angeles-Riverside-Orange CO, CA, All Items, shall be used.

Current CPI: The CPI-U as of the twelfth month after the effective date of this Agreement, or the NTP, whichever occurs later. When a request for rate adjustment is made after a twelve month period, the CPI-U as of the month of the request will be used. For subsequent price adjustments, the CPI-U as of the twelfth month after the prior adjustment, shall be used.

Previous CPI: The CPI-U as of the effective date of this Agreement, or the NTP, whichever occurs later. For subsequent price adjustments, the prior Current CPI, shall be used.

Previous Rate: The Agreement labor rate in effect during the previous twelve months.

Current Rate: The adjusted Agreement labor rate effective for the next twelve months.

- B. Consultant shall incorporate the provisions of this Section IV., Economic Price Adjustment, in all contracts entered into between Consultant and Subconsultant (i.e. Any adjustments to Subconsultant Billing Rates shall be subject to this Section IV).

**SCHEDULE C-1
LABOR RATES**

Consultant Infrastructure Engineering Corporation Labor Billing Rates	Hourly Rate
Classification	
Professional	
Principal	\$148
Senior Project Manager	\$144
Project Manager	\$136
Project Engineer	\$118
Designer	\$100
CADD Designer II/Engineer II	\$84
Graphic Designer	\$84
Engineering Intern/Technician	\$50
Surveying	
Principal Surveyor	\$120
Project Surveyor	\$100
Field - 2 man crew	\$136
Construction (includes vehicle, mileage, phone, computer, etc.)	
Construction Manager	\$124
Resident Engineer	\$104
Construction Inspector	\$84
Flow Monitoring	
Project/Data Manager	\$100
Field Operations Manager	\$96
Senior Field Technician	\$72
Administrative	
Word Processor/Admin. Support	\$54

Subconsultant Ninyo & Moore Labor Billing Rates	Hourly Rate
Personnel	
Principal Engineer/Geologist/Environmental Scientist	\$139
Senior Engineer/Geologist/Environmental Scientist	\$133
Senior Project Engineer/Geologist/Environmental Scientist	\$131
Project Engineer/Geologist/Environmental Scientist	\$128
Senior Staff Engineer/Geologist/Environmental Scientist	\$115
Staff Engineer/Geologist/Environmental Scientist	\$108
GIS Analyst	\$108
Field Operations Manager	\$86
Supervisory Technician	\$77
Nondestructive Examination Technician, UT, MT, LP	\$76
Senior Field/Laboratory Technician	\$71
Field/Laboratory Technician	\$71
ACI Concrete Technician	\$71
Concrete/Asphalt Batch Plant Inspector	\$71
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$71
Technical Illustrator/CAD Operator	\$70
(Continued on next page)	

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Subconsultant Ninyo & Moore	Hourly Rate
Labor Billing Rates (Continued from previous page)	
Geotechnical/Environmental/Laboratory Assistant	\$59
Information Specialist	\$59
Data Processing, Technical Editing, or Reproduction	\$52
Other Charges	
Concrete Coring Equipment (includes one technician)	\$160
PID/FID Usage	\$120/day
Anchor load test equipment (includes one technician)	\$89
Hand Auger Equipment	\$55/day
Inclinometer Usage	\$32
Vapor Emission Kits	\$30/kit
Level D Personal Protective Equipment (per person per day)	\$25/person/day
Rebar Locator	\$22
Nuclear Density Gauge Usage	\$12
Field Vehicle Usage	\$10

Subconsultant Moraes/Pham & Associates	Hourly Rate
Labor Billing Rates	
Classification	
Principal Engineer	\$145
Engineer	\$125
CAD	\$95

Subconsultant Berggren & Associates	Hourly Rate
Labor Billing Rates	
Classification	
Principal Land Surveyor	\$114
Land Surveyor	\$97
Survey Technician	\$85
Office Technician	\$56
3-Man Field Crew	\$266
2-Man Field Crew	\$192
1-Man Field Crew	\$118

Subconsultant RCE Traffic and Transportation Engineering	Hourly Rate
Labor Billing Rates	
Classification	
Principal Traffic Engineer	\$130

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**SCHEDULE C-2
OTHER DIRECT COSTS - MILEAGE**

**Consultant/Subconsultant
Other Direct Costs (ODCs)**

Consultant's proposal in response to a Task Order request shall itemize and separately price each ODC required to perform the Task Order Scope of Services. Only those ODC's specifically identified and authorized on a Task Order Authorization are allowable. If requested by City, Consultant shall provide supporting documentation substantiating the proposed price(s). Costs associated with any equipment, cell phones, and other costs which are included in Consultant's overhead rate(s) shall not be charged to the City as a separately priced ODC under this Agreement. Receipts for all ODCs shall accompany Consultant's invoice for payment.

Mileage

**Consultant/Subconsultant
Mileage**

Mileage reimbursement rate is 50.5 cents per mile for business miles driven, or current IRS rate. Mileage log identifying "To" and "From" locations, and "Start" and "End" odometer readings is required, and shall accompany Consultant's invoice for payment. Markups are not allowed on mileage.

---- End of Fee Schedule ----

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR 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 subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

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

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, 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 subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

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

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

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

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.
- V. **Demonstrated Commitment to Equal Opportunity**. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.
- A. Proposers are required to submit the following information with their proposals:
1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
 2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
 2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.

3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

VI. List of Subconsultants. Consultants are required to submit a *Subconsultant List* with their proposal.

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

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

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

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

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

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

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

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

VIII. Certification.

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

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

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

IX. List of Attachments.

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

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City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other
Name of Company: Infrastructure Engineering Corporation
Address (Corporate Headquarters, where applicable): 14271 Danielson Street
City Poway County San Diego State California Zip 92064
Telephone Number: (858) 413-2400 FAX Number: (858) 413-2440
Name of Company GEO: Preston H. Lewis, P.E.
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 301 Mission Avenue, Suite 202
City Oceanside County San Diego State California Zip 92054
Telephone Number: (760) 529-0795 FAX Number: (760) 529-0785
Type of Business: Civil Engineering and Construction Mgmt Type of License: Professional Engineering
The Company has appointed: Ms. Amy Czajkowski, P.E.
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: 14271 Danielson Street, Poway, CA 92064
Telephone Number: (858) 413-2400 FAX Number: (858) 413-2440

- [x] 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 Infrastructure Engineering Corporation
(Firm Name)
San Diego, California hereby certify that information provided
(County) (State)
herein is true and correct. This document was executed on this 16th day of June 2008
(Preston H. Lewis, P.E., President)
(Print Authorized Signature)

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WORK FORCE REPORT - NAME OF FIRM: Infrastructure Engineering Corporation DATE: June 16, 2008

OFFICE(S) or BRANCH(ES): Poway and Oceanside, California COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											5	4		
Professional			1	1	2	1					8	1		
A&E, Science, Computer														
Technical	1	1	3	2	3		1				12	5		
Sales														
Administrative Support								1				3		
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	3	5	1	1	1			25	13		
--------------------	---	---	---	---	---	---	---	---	--	--	----	----	--	--

Grand Total All Employees 55

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Regarding Subconsultants Participation:

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

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Berggren Land Surveying & Mapping, Inc. dba/Berggren & Associates 6046 Cornerstone Court West, Suite 116 San Diego, CA 92121	Survey	0-10%	As-Needed	DBE	CALTRANS
Moraes/Pham & Associates, 2131 Palomar Airport Road, Suite 120, Carlsbad, CA 92011	SCADA	0-15%	As-Needed	DBE	CALTRANS
Ninyo & Moore Geotechnical Consultants 5710 Ruffin Road San Diego, CA 92123	Geotechnical	0-15%	As-Needed	MBE	CITY
RCE Traffic Engineering 9255 Dillon Drive, La Mesa, CA 91941	Traffic Engineering	0-5%	As-Needed	DVBE	State of CA

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

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

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

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

000983

BERGGREN & ASSOCIATES
LAND SURVEYING AND RIGHT OF WAY MAPPING

6046 Cornerstone Ct. West, Suite 116 San Diego, CA 92121
(858) 824-0034 Fax: (858) 824-0036

April 15, 2008

Ms. Amy Czajkowski
Senior Project Manager
Infrastructure Engineering Corporation
14271 Danielson Drive
Poway, CA 92064

**Subject: Letter of Commitment
City of San Diego as-needed Civil Engineering Services-
Groundwater Pilot Production Wells**

Dear Ms. Czajkowski:

Berggren & Associates is pleased to join the Infrastructure Engineering Corporation consulting team for the above-referenced civil engineering services for the City of San Diego groundwater pilot production wells project. The scope of our services will be to provide surveying and mapping services as requested. We acknowledge that our role in this project will be an estimated 0-10% of the total design contract value.

We appreciate your contacting Berggren & Associates, and are looking forward to continuing our professional relationship on this assignment.

Sincerely,



John R Berggren
Principal

000984

MPA MORAES/PHAM & ASSOCIATES

2131 Palomar Airport Road • Suite 120 • Carlsbad • CA 92011 • Fax (760) 431-7179 • Tel. (760) 431-7177

April 22, 2008

Ms. Amy Czajkowski
Senior Project Manager
Infrastructure Engineering Corporation
14271 Danielson Drive
Poway, CA 92064

**Subject: Letter of Commitment
City of San Diego as-needed Civil Engineering Services-
Groundwater Pilot Production Wells**

Dear Ms. Czajkowski:

Moraes/Pham & Associates is pleased to join the Infrastructure Engineering Corporation consulting team for the above-referenced civil engineering services for the City of San Diego groundwater pilot production wells project. The scope of our services will be to provide SCADA services as requested. We acknowledge that our role in this project will be an estimated 0-15% of the total design contract value.

We appreciate your contacting Moraes/Pham & Associates, and are looking forward to continuing our professional relationship on this assignment.

Sincerely,



Joe Moraes, P.E.
Principal

000985



April 21, 2008
Proposal No. S-6583

Ms. Amy Czajkowski
Senior Project Manager
Infrastructure Engineering Corporation
14271 Danielson Drive
Poway, CA 92064

**Subject: Letter of Commitment
City of San Diego As-Needed Civil Engineering Services-
Groundwater Pilot Production Wells**

Dear Ms. Czajkowski:

Ninyo & Moore is pleased to join the Infrastructure Engineering Corporation consulting team for the civil engineering services for the City of San Diego groundwater pilot production wells project. The scope of our services will be to provide geotechnical services, as requested. We acknowledge that our role in this project will be an estimated 5 to 15 percent of the total design contract value.

We appreciate your contacting Ninyo & Moore, and are looking forward to continuing our professional relationship on this assignment.

Sincerely,
NINYO & MOORE

A handwritten signature in black ink, appearing to read 'Gregory T. Farrand', is written over a horizontal line.

Gregory T. Farrand, C.E.G.
Principal Geologist

GTF/cdb

000986

4/8/08

Mr. Preston Lewis, P.E.
Infrastructure Engineering Corporation
14271 Danielson Drive
Poway, Ca 92064

**Subject: Letter of Commitment
As-Needed Engineering Services for:
Groundwater Pilot Production Wells**

Dear Mr. Lewis:

RCE Traffic Engineering is pleased to join the Infrastructure Engineering Corporation consulting team for the "As-Needed Services for the Groundwater Pilot Production Wells" Proposal for the City of San Diego Water Department. The scope of our services will be to provide Construction Area Traffic Control Designs. We acknowledge that our role in this project will be an estimated range of 0 to 5 percent (0 to 5%) of the total design contract value.

We appreciate your contacting RCE Traffic Engineering, and are looking forward to continuing our professional relationship on this assignment.

Sincerely,



Richard Crafts
Owner

000988

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: AS-NEEDED CIVIL ENGINEERING SERVICES –
GROUNDWATER PILOT PRODUCTION WELLS

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:

Infrastructure Engineering Corporation

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 Amy Czajkowski, P.E.

Title Senior Project Manager

Date June 13, 2008



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

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

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

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 7/23/08 Department Name: WATER
City Project Manager: GREG CROSS Phone: 533-4235
Name of Firm: INFRASTRUCTURE ENGINEERING CORP. (IEC)
Project Name: AS-NEEDED CIVIL ENG SVCS - PILOT PRODUCTION WELLS Contract Amount: \$500,000

Appropriate approval authority:

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

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

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

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

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

including this contract: \$500,000

I hereby certify that I am an authorized representative of:

Infrastructure Engineering Corporation (Name of Firm)

and that I have read and understand this form this 16 day of June, 2008

By Amy Czalkowski, P.E. (Typed Name of Authorized Representative)

(Signature of Authorized Representative)

DETERMINATION FORM

CONFLICT OF INTEREST CODE:
DETERMINATION OF APPLICABILITY TO CONSULTANT

Name of Consultant & Company: **Infrastructure Engineering Corporation,
14271 Danielson Street, Poway, California 92064**

Consultant Duties: **Contract No. H084320, Civil Engineering Services
Five Year Term**

Disclosure determination:

Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. No disclosure required.

Consultant will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. 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.

Disclosure required to the broadest level.

Disclosure required to a limited extent:

By: Gregory B. Cross / Gregory B. Cross
[City of S.D. Project Manager's Printed Name AND Signature]

11-18-08
[Date]

*Forward a copy of this form to the Consultant to notify them of the determination.
*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.

ATTACHMENT TO DETERMINATION FORM - DEFINITION OF "CONSULTANT"

A "consultant" is an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

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LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

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

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

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

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

PRIVATE-SECTOR/INCENTIVES:

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

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

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

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.

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4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

City of San Diego Consultant Performance Evaluation

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

Section I

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

SPECIFIC RATINGS

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

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item _____ :

(*Supporting documentation attached yes _____ no _____)