

DUPLICATE ORIGINAL

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
ATKINS NORTH AMERICA, INC.

FOR

AS-NEEDED ENVIRONMENTAL SERVICES 2012-2017

CONTRACT NUMBER: H125692

DOCUMENT NO. 10-308004
FILED FEB 26 2013
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

TABLE OF CONTENTS

ARTICLE I DESIGN PROFESSIONAL SERVICES

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

ARTICLE II DURATION OF AGREEMENT

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

ARTICLE III COMPENSATION

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	6
4.2	Right to Audit.....	6
4.3	Insurance	7
4.4	Subcontractors	9
4.5	Contract Activity Report.....	10
4.6	Non-Discrimination Requirements.....	10

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

**ARTICLE VII
MEDIATION**

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

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work for Hire.....	17
8.2.	Rights in Data.....	17
8.3	Intellectual Property Rights Assignment.....	18
8.4	Moral Rights.....	18
8.5	Subcontracting	18
8.6	Publication Design	18

8.7	Intellectual Property Warranty and Indemnification.....	18
8.8	Enforcement Costs	19

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	19
9.2	Headings.....	19
9.3	Non-Assignment	19
9.4	Independent Contractors	19
9.5	Design Professional and Subcontractor Principals for Professional Services.....	19
9.6	Additional Design Professionals or Contractors	20
9.7	Employment of City Staff.....	20
9.8	Covenants and Conditions	20
9.9	Compliance with Controlling Law	20
9.10	Jurisdiction and Attorney Fees.....	20
9.11	Successors in Interest.....	20
9.12	Integration	21
9.13	Counterparts	21
9.14	No Waiver	21
9.15	Severability	21
9.16	Municipal Powers.....	21
9.17	Drafting Ambiguities	21
9.18	Conflicts Between Terms.....	21
9.19	Design Professional Evaluation	21
9.20	Exhibits Incorporated.....	21
9.21	Survival of Obligations	22
9.22	Vendor Registration.	22
9.23	Contractor Standards.....	22
9.24	Equal Benefits Ordinance	22
9.25	Public Records.....	23

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
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and ATKINS to provide Professional Services to the City for environmental on an as-needed basis.

RECITALS

The City wants to retain the services of a professional environmental 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 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 Public Utilities 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 Public Utilities 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 the City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in any Task by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the 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 of Task Orders issued under this Agreement shall not exceed sixty (60) months from the original effective date, unless approved by City Ordinance.

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

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; 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 \$2,000,000. 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 the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.3 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 environmental 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 Costs, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a

limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

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

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

4.4.1.1 Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement.

Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

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 Consultant 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 Costs under

Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

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

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

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, 9192 Topaz Way, San Diego, CA 92123 and notice to the Design Professional shall be addressed to: ATKINS, 3570 Carmel Mountain Road, Suite 300, San Diego CA 92130.

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 member of the Design Professional's organization **Kim B. Howlett** [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 may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.22 Vendor Registration. All consultants, subconsultants, contractors, subcontractors and vendors 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.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

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

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

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

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

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

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

The remainder of this page has been intentionally left blank.

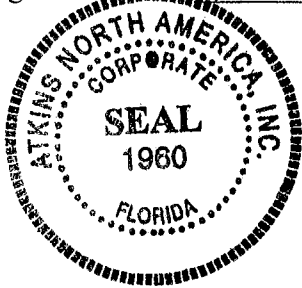
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 308004, authorizing such execution, and by the Design Professional pursuant to Atkins North America, Inc. Corporate Resolution adopted April 25, 2012.

Dated this 10th day of May, 2013.

THE CITY OF SAN DIEGO
Mayor or Designee

By: [Signature]
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind ATKINS and that I have read all of this Agreement this 14th day of September, 2012.



By: [Signature]
David J. Carter
Senior Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13th day of MAY, 2013.

JAN I. GOLDSMITH, City Attorney

By: [Signature]
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
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act

SCOPE OF SERVICES

AS-NEEDED ENVIRONMENTAL SERVICES 2012-2015 (H125692)

1.0 PROJECT DESCRIPTION

This Scope of Services is for As-Needed Environmental Consultant Services to support the City of San Diego's Public Utilities Department (Public Utilities). The as-needed basis for these services requires that individual project descriptions and scopes of services shall be developed and specified within individual "task orders", and authorized by the City of San Diego (City).

The prime consultant's project team (including sub-consultants) shall include individuals qualified for these tasks, at a minimum, in each of the following fields described in the Project Team Members, Section 3.0, of this scope.

Services under this contract will require environmental regulatory expertise to satisfy State and Federal compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as well as City, State, and Federal environmental compliance. Services under this contract will require professional engineering expertise to support various Public Utilities projects, including Long Term Access (LTA) projects. Work under this scope could include the following types of services:

1. Preparation of Preliminary Environmental Constraint Analyses and Reports,
2. Environmental Resource and Impact Evaluations,
3. Permitting Support for Local, State, and Federal Actions,

4. Preparation of Environmental and Technical Reports in Compliance with CEQA/NEPA,
5. Modification/Update of Existing Environmental and/or Technical Reports in Compliance with Environmental Guidelines,
6. Preparation of Mitigation, Monitoring, and Reporting Programs (MMRP),
7. Project Construction and Post-Construction Monitoring,
8. Biological Mitigation Monitoring,
9. Preparation of Conceptual-Level Plans for Habitat Mitigation/Revegetation Projects,
10. Preparation of Construction Design Plans & Specifications for Habitat Mitigation/Revegetation Projects,
11. Preparation of Design Plans & Specifications for Long Term Access (LTA) Projects,
12. General Report and Document Preparation, and
13. Emergency or On-Call Environmental Support

A detailed description of each of these tasks is discussed below.

2.0 POTENTIAL AS-NEEDED SERVICES

2.1 PREPARATION OF PRELIMINARY ENVIRONMENTAL CONSTRAINTS ANALYSES AND REPORTS

Preliminary constraints reports are important in the environmental analysis process. This task involves the completion of such preliminary reports to determine further required environmental actions, which could include the preparation of Negative Declarations (NDs), Mitigated

Negative Declarations (MNDs), Environmental Assessments, Environmental Impact Reports (EIRs), or Environmental Impact Statements (EISs). These reports would be based on the specific project description issued and shall comply with appropriate local, state, and federal environmental regulations.

2.2 ENVIRONMENTAL RESOURCE AND IMPACT EVALUATIONS

This task includes conducting environmental resource and impact evaluations on an as-needed basis for individual Public Utilities projects. Types of evaluations required could encompass biological, cultural, visual, noise, traffic, geotechnical, hydrology, etc. Evaluations could involve conducting site surveys, preparing technical/environmental reports, and completing determinations of significance in accordance with the City, CEQA, and/or NEPA guidelines.

2.3 PERMITTING SUPPORT FOR LOCAL, STATE, AND FEDERAL ACTIONS

This task involves the completion of all steps necessary to support or obtain regulatory permits for specific Public Utilities projects. The task includes the preparation of necessary permit application packages and any required meetings with the agencies to obtain the permits. Such agencies could include, but are not limited to:

- Army Corps of Engineers (ACOE),
- United States Fish and Wildlife Service (USFWS),
- California Department of Fish and Game (CDFG),
- California Coastal Commission (CCC), and
- City of San Diego Developmental Services (DSD).

The permit process shall be completed in close coordination with Public Utilities Environmental Section staff. In addition, analysis of such permitting requirements must be incorporated into environmental documents prepared for the project, when necessary.

2.4 PREPARATION OF ENVIRONMENTAL AND TECHNICAL REPORTS IN COMPLIANCE WITH CEQA/NEPA

The preparation of environmental documentation, including NDs, MNDs, EAs, EIRs, and EISs for specific projects may be required to maintain compliance with state and federal environmental regulations. More detailed background analysis may also be required through the preparation of area-specific technical reports. These would provide in-depth background information and analysis with respect to specific issue areas that could be impacted by specific project. Such technical reports could include, but are not limited to, the preparation of Biological Reports and Assessments to identify potentially impacted plant and animal species and communities, Cultural Resources Technical Reports to comply with Section 106 of the National Historic Preservation Act (NHPA), hydrology or water quality technical reports, geotechnical reports to quantify potential impacts associated with a specific project on the local air basin and community. Information provided in these detailed technical reports would then be used for incorporation into project NDs, MNDs, EAs, EIRs, or EISs, as needed.

2.5 MODIFICATION/UPDATE OF EXISTING ENVIRONMENTAL AND/OR TECHNICAL REPORTS IN COMPLIANCE WITH ENVIRONMENTAL GUIDELINES

The modification of existing environmental and/or technical reports completed for a specific project may be required to attain on-going compliance with local, state, and federal guidelines such as CEQA and NEPA. This could involve the updating or editing of reports to reflect

project changes in design, construction, or mitigation (i.e., update existing cultural resources reports to meet Advisory Council of Historic Preservation (ACHP) Section 106 standards or modify mitigation ratios in accordance with a project permit obtained from an associated agency such as the ACOE or USFWS).

2.6 PREPARATION OF MITIGATION MONITORING AND REPORTING PROGRAMS (MMRP)

This task includes the preparation of mitigation monitoring and reporting requirements associated with certain Public Utilities projects. The levels of detail required in the MMRP shall be consistent to the requirements of the permitting agency associated with the specific project.

2.7 PROJECT CONSTRUCTION AND POST-CONSTRUCTION MONITORING

Monitoring of construction and post-construction activities is often required for Public Utilities projects located in and/or adjacent to sensitive areas (i.e., waterways, protected habitat, threatened/endangered species, potentially erosive hillsides, and identified cultural resources/historical sites).

During specified time intervals, an individual qualified in the appropriate field methods must be present at the construction site to monitor construction activities and report activities which impact, or have the potential to impact, any sensitive areas. Monitoring requirements include ensuring that the construction contractor does not perform work outside the pre-approved limits of construction, and that the contractor complies with the conditions of the project's environmental documents and permits. Previous experience as a monitor for public works project construction is required. Construction monitoring requires consultant staff to be on-call to provide services quickly at random intervals.

Construction monitoring may also include support during the construction of Long Term Access Projects and other site work. The consultant will be required to review and comment on submittals, respond to Requests for Information (RFI), and provide engineering expertise or interpretation of design in support of the work/project.

Post-construction monitoring may include monitoring revegetation efforts, installation of erosion control devices, as well as monitoring water, noise, or air quality for appropriate projects, to ensure compliance with the mitigation requirements stipulated in the project's environmental documents or permits.

2.8 MITIGATION MONITORING

Typical Mitigation Monitoring includes support during site construction and during the long-term maintenance period. Monitoring and support during construction may include:

- Monitoring fence installation and surveying,
- Monitoring site grading and installation of erosion control devices (grading activities could require archaeological support),
- Keeping construction activities within the limits of work,
- Monitoring weed eradication, placement of topsoil, installation of irrigation to ensure it is conducted in accordance with specifications,
- Inspecting plant and seed material,
- Directing placement of plant and seed material to ensure proper placement,
- Providing responses to Construction RFI's,

- Preparing written acceptance and approval of work to begin the 120-day Plant Establishment Period (PEP), after the 120-day PEP, and start of long-term monitoring program,
- Preparing and submitting daily monitoring logs/memos/reports to record all observations and note any project deficiencies,
- Monitoring support following construction may include:
 - Qualitative Monitoring shall include: fitness and health of the revegetation species, signs of over-irrigation and drought stress, percentage of cover, species height, species mortality, species composition, potential soil, erosion, flood, vandalism, weed, and pest problems,
 - Quantitative Monitoring including documenting and analyzing project success standards with species density, percent vegetative cover, plant heights, mortality rates, and other measurable conditions. Each transect and/or quadrat will be identified on a map, permanently staked in the field, and photographed,
 - Photo documentation, and
 - Report Preparation.

2.9 PREPARATION OF CONCEPTUAL-LEVEL PLANS FOR HABITAT MITIGATION/ REVEGETATION PROJECTS

Biological impacts associated with Public Utilities projects may require on-site and/or off-site habitat mitigation in the form of upland habitat restoration, wetland habitat enhancement, or wetland habitat creation.

Preparation of conceptual-level plans for mitigation/revegetation projects shall meet all regulatory requirements and the level of detail required in the plans shall be equivalent to the requirements of the permitting agencies for that project (e.g., U.S. Army Corps of Engineers (ACOE) guidelines for mitigation plan preparation). At a minimum, all plans shall

be consistent with the City Biology Guidelines. The following list provides an example of the type of services and information that may be required in the preparation of conceptual mitigation/revegetation plans:

- Description of habitats to be created, enhanced, or restored,
- Results of soil and/or groundwater tests,
- Jurisdictional wetland delineation,
- Provide conceptual level grading design,
- Provide general methods for handling and placement of plant and seed materials,
- Provide detailed planting palettes, to include; container size, quantity, and spacing for each container plant, and amount per acre for each species in the seed mix,
- Provide plant and seed sources for any plant salvaging/transplanting, plus sources for all purchased seeds and plants,
- Provide conceptual-level irrigation design and methods,
- Provide erosion control methods for the revegetation,
- Provide conceptual-level landscape drawings. These are not detailed construction plans, but show general areas where planting and seeding are to occur. Sample planting cells shall be included,
- Success criteria for the appropriate monitoring period shall be specified, with separate criteria for seeded areas and container stock plantings,
- The monitoring plan shall include sampling methods (number of transects and number of quadrants per transect), and methods of documentation (monitoring logs, photo documentation, etc.),
- The maintenance plan shall include methods for weed eradication, trash removal, plant replacement, and any other applicable maintenance needs,

- Reporting shall include all monitoring reports to the Public Utilities, Development Services Department, and all applicable regulatory agencies,
- The cost estimate shall include costs for implementation of the landscaping phase, plus costs for the entire maintenance and monitoring period, and
- Conduct a functional assessment (e.g. California Rapid Assessment Method) that provides quantitative habitat assessment data and monitors conditions of wetlands.

2.10 PREPARATION OF CONSTRUCTION DESIGN PLANS & SPECIFICATIONS FOR HABITAT MITIGATION/REVEGETATION PROJECTS

Preparation of detailed design, construction drawings, and contract specifications for Public Utilities habitat mitigation projects shall be prepared in accordance with the Clean Water Program Guidelines for Design Consultants. Submittals at various stages for design shall be required (e.g. 30%, 60%, 90%, etc.). Review comments will be provided and shall be incorporated into the final design. The CSI/Green Book format shall be used in the preparation of contract specifications. Public Utilities will provide the “front-end” specifications, and the consultant will be responsible for the technical specifications.

The design may require the consultant to use sub-consultants to prepare supporting documents, such as hydrology hydraulic reports, and provide other services as necessary to satisfy regulatory requirements and to assist in the design of effective habitat mitigation sites.

2.11 PREPARATION OF DESIGN PLANS AND SPECIFICATIONS FOR LONG-TERM ACCESS PROJECTS

Public Utilities studied the wastewater conveyance system and where feasible identified infrastructure which could be removed from canyons and other environmentally sensitive lands; however, approximately 320

miles of pipe currently remain in canyons. Much of this pipe is currently inaccessible or difficult to access which makes regular maintenance and repair problematic.

The Public Utilities Departments has permits which require the development of Access Plans and the creation of Long-Term Maintenance and Emergency Access for the wastewater facilities remaining in the canyon areas. The design must minimize impacts to sensitive resources as much as possible, provide a safe path of travel, and still allow effective maintenance, repair, and cleaning.

In some instances this may require the preparation of a detailed design, construction drawings, and contract specifications for Public Utilities long-term maintenance and emergency access projects. All documents shall be prepared in accordance with the Clean Water Program Guidelines for Design Consultants. Submittals at various stages for design shall be required (e.g. 30%, 60%, 90%, etc.). Review comments will be provided and shall be incorporated into the final design. The CSI/Green Book format shall be used in the preparation of contract specifications. Public Utilities will provide the “front-end” specifications, and the consultant will be responsible for the technical specifications.

The design may require the consultant to use sub-consultants to prepare supporting documents such as hydrology reports, geological reports, survey, structural analysis, and other services as necessary to create a safe and suitable access and to effectively minimize impacts to biological resources. Examples of access consist of four foot pedestrian trails, eight foot canyon proficient vehicle (CPV) access, wetland/stream crossing with interlocking pavers and/or rip rap, rock, engineered retaining walls, concrete, or stabilized/graded dirt roads in upland areas. Vehicles range from pedestrian to large Vector trucks.

2.12 GENERAL REPORT AND DOCUMENT PREPARATION

This task will require preparing appropriate level reports for each/any task performed under this contract. These can include letter reports, survey reports, technical reports, or environmental assessments. All reports shall be prepared to meet City, State, and Federal Guidelines. Each project shall require draft, final draft, and final reports. Reports and other project data shall be submitted in electronic and hard copy format. GIS and design files shall be required for each project where appropriate. Individual task order scopes of services will determine the types and timelines of deliverables.

2.13 EMERGENCY OR ON-CALL ENVIRONMENTAL SUPPORT

This task will require immediate, on-call services to respond to Public Utilities emergencies as necessary. Project team shall be available to respond to emergency requests 24 hours per day, seven days a week. Emergency response may include any of the following tasks: Field Surveys, Mapping, Wetland Delineations, Environmental Assessments, Construction Monitoring, Regulatory Permitting, Report Preparation, and other Environmental Support functions as necessary.

3.0 PROJECT TEAM MEMBERS

The team required to perform the various tasks for this contract shall include, at a minimum, the following:

- A biologist qualified to perform detailed plant and animal (including birds) species surveys, and with documented training and local experience with native plant and animal species. An individual must be experienced in field vegetation sampling and monitoring, as well as the design of native wetland and upland habitat restoration projects. In addition, an individual must be qualified to perform wetlands delineations in compliance with ACOE guidelines.

- A geologist and/or seismologist qualified to identify and characterize different local geological features and soil types, as well as their proximity to known faults.
- A hydrologist and/or water quality expert qualified to analyze the potential impacts of specific projects to local and regional water drainage and water quality in general.
- An archaeologist and Native American expert qualified to conduct surveys, inventories, and significance determinations for both CEQA and NEPA compliance.
- A paleontologist qualified to conduct surveys, inventories, and significance determinations for both CEQA and NEPA compliance.
- A certified arborist qualified in native tree pruning and transplanting techniques.
- A noise specialist qualified to quantify existing and predicted noise levels associated with project implementation.
- An air quality and odor expert qualified to identify impacts to local and regional air quality that may be associated with project implementation.
- A regulatory permitting specialist with experience completing permit application packages and successfully obtaining project-specific permits from the agencies listed in Section 2.3 of this scope.
- A civil engineer qualified to perform grading and drainage analysis and design, perform structural analysis and design, perform road alignment analysis and road design, provide cost estimates and economic analysis, and provide consulting engineering services for site work and other miscellaneous projects.

- A traffic specialist/engineer qualified to predict circulation impacts associated with specific project implementation. This could include not only quantifying the number of average daily trips related to the project, but also the impact this could have on local and regional circulation patterns in general, and qualified to develop construction zone traffic control plans to ensure safe movement of motorists and pedestrians through or around construction work areas.
- A geotechnical/soil engineer qualified to prepare soil investigation reports, estimate construction dewatering rate, conduct soil boring, well sampling, and data analysis.
- A sanitary specialist/engineer qualified to perform specific hydraulic analysis, design water and sewer systems, and provide minor value engineering services as a third party review of proposed water and wastewater project/process with above average complexity.
- A survey specialist/engineer qualified to provide general survey, metes and bounds, boundary, property lines, legal descriptions, “B” sheet plats, and topographic services.
- A landscape architect licensed and registered in the state of California qualified to prepare irrigation and planting plans for construction plans for habitat mitigation and/or restoration projects.
- GIS professional/specialist qualified to perform specialized spatial analysis to produce and update detailed maps, tables and reports that convey pertinent data clearly and accurately. Capable of producing and updating GIS data using the City’s GIS standards.

General: Expertise in land use, visual, socioeconomic, public health and safety, and recreation and public facilities/utilities shall be required to ensure adequate compliance with CEQA/NEPA requirements as necessary.

4.0 MEETINGS

Various meetings will be required throughout this contract. Meeting types could include, but are not limited to:

- Project kick-off meeting with Public Utilities staff,
- Progress meetings with Public Utilities staff,
- Meetings with local community groups,
- Meetings with local or federal agencies that have an interest in Public Utilities projects (e.g., Navy, Marines, local jurisdictions),
- Pre-bid meetings with potential bidders,
- Preconstruction meetings with Public Utilities staff, Construction Contractors, and Regulatory Agency staff,
- Meetings with Regulatory Agency staff during permit application and processing (this could include field meetings),
- Progress meetings with Construction Management staff and Construction Contractors during construction monitoring,
- Post-construction monitoring updates, and
- General coordination meetings as requested by Public Utilities Project Manager.

5.0 SUMMARY

This Scope of Services is for services that may be required under an AS-Needed Environmental Services contract. As such, services shall be defined specifically on a project-by-project basis and may include some, many, or all of the above tasks. Each Task Order will be individually defined and negotiated

independently as a result of a specific project. While this contract requires the consultant to provide the required staff to perform the above tasks if and when necessary, not all of the services described may be carried out under this contract, nor within a single task order.

END OF SCOPE OF SERVICES

EXHIBIT B

**TASK ORDER AUTHORIZATION FOR
PROFESSIONAL SERVICES [TASK ORDER]**

Consultant:

Agreement:

Task Order No.:

Date:

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

Part A

Scope of Services

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

Part B

Task Order Compensation

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

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

Part C Personnel Commitment

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

Part D Time Sequence

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

City of San Diego

Consultant

Recommended For
Approval:

I hereby acknowledge receipt and acceptance of this
Task Order for:

Approved By:

By:

Name:
(Type)

Title:

Date:

ATKINS Compensation and Fee Schedule

The following Atkins billing rates are provided by each job classification.

Job Classification	Engineer Hourly Billing Rate	Scientists, Environmental Staff & GIS Personnel Hourly Billing Rate
N9	\$75	NA
N10	\$90	NA
E10	\$80	\$75
E11	\$100	\$95
E12	\$120	\$115
E14	\$140	\$135
E15	\$170	\$165
E16	\$205	\$200

EXPENSES AND OUTSIDE SERVICES

Postage, First Class.....	Current US Postal Rate
Postage, Certified Mail.....	\$ 2.95
Postage, Return Receipt.....	\$ 2.35
Envelope.....	\$ 0.15
FedEx.....	\$ 12.00
Messengers.....	\$ 30.00
Copier/Printer, Black and white.....	\$ 0.06 per page Copier/Printer,
Color.....	\$ 0.18 per page
Plotting/Printing, Bond/Vellum/Mylar.....	\$ 0.08 to \$1.95 per square foot
Binders, 3 inch.....	\$ 15.00 each
CD.....	\$ 70.00 per 100
CD envelopes.....	\$ 18.00 per 100
CD ink.....	\$100.00 per 100
Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).	

NOTES

Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).

Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

All sub-consultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required) and in accordance with the following billing schedules.

A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

SUBCONSULTANTS BILLING SCHEDULE

1. ADCO Underground Services

Vacuum Excavation Service

Air Knife (potholing) (4 hr. minimum).....\$200.00/hour

Air Knife (potholing) service includes;

Concrete/asphalt cutting, Pneumatic Hammer, Hydro Excavation (if needed), Hand Auger, Backfilling, Compaction

Concrete Coring/Cutting (no more than 8 in. thick)

4 inch hole.....\$85.00/hole
6 inch hole.....\$95.00/hole
12 inch hole.....\$105.00/hole
16 inch hole..... \$115.00/hole
Stand by time..... \$115.00/hr
Hand augering.....\$115.00/hr
Saw Cutting.....\$120.00/hr

Utility Locating Services

2 hr. minimum (port to port).....\$400.00
After first 2 hrs.....\$400.00/hr

Field Services.....call for estimates

Well box repair/replacement, Piping repair/installation, Concrete/Asphalt, Environmental Remediation Services

Materials

5000 psi concrete 60 lbs.....\$10.00/bag
Rapid Set Concrete 50 lbs.....\$20.00/bag
Asphalt Patch 60 lbs. (cold patch).....\$18.00/bag
Sand 100 lbs.....\$18.00/bag
Sand 50 lbs.....\$10.00/bag
Bentonite Plug 50 lbs.....\$14.00/bag
55 gallon drums (plus delivery if needed).....\$60.00/each

A Mobilization/Demobilization charge of \$150.00-\$200.00 will be added to locations in San Diego County, and \$100/hr outside San Diego County for Vacuum Excavation services, concrete coring/saw cutting.

2. ALLIED GEOTECHNICAL ENGINEERS, INC.

■ PROFESSIONAL, TECHNICAL AND SUPPORT SERVICES

Principal.....	\$ 165.00
Senior Professional.....	\$ 140.00
Project Professional.....	\$ 120.00
Staff Professional.....	\$ 98.00
Field Inspector*.....	\$ 88.00
Laboratory Technician*.....	\$ 83.00
Draftsperson/Technical Illustrator*.....	\$ 71.00
Clerical/Word Processing*.....	\$ 55.00

General Notes:

- Travel time required to provide services is charged at the appropriate labor hourly rate (mileage log required).
- For projects which are subject to State of California Prevailing Wage requirements, the hourly billing rate for field inspector is \$114.79 per hour for straight time based on the current State of California Prevailing Wage schedule dated August 22, 2011 which is currently in effect.
- There will be a minimum 4-hour charge for field site visit and/or testing services.

■ LABORATORY AND SOIL TESTING

Classification of Soils

D2487	Unified Classification.....	\$ 135.00
D2488	Visual Classification.....	\$ 45.00

Plasticity Tests and Expansion Potential

D4318	Plasticity Index (including LL and PL).....	\$ 105.00
D4829	Expansion Index.....	\$ 145.00

Dry Density and Moisture Content

D2937	Ring or Core Samples.....	\$ 45.00
D1188	Waxed Chunk Sample.....	\$ 50.00
D2216	Moisture Content Only.....	\$ 25.00

Consolidation Testing

D2435	Consolidation Test - Standard test suite including sample preparation and setup.....	\$ 80/Pt
D2435	Time-Rate Consolidation.....	\$ 90/Pt

Maximum Density and Optimum Moisture Content

D1557	(4-inch mold).....	\$ 155.00
D1557	(6-inch mold).....	\$ 180.00

	Single Point.....	\$ 70.00
D4253	Maximum Index Density.....	\$ 155.00
D4254	Minimum Index Density.....	\$ 155.00

Grain Size Distribution

D422	Fraction Between #4 and #200 Screen (wet).....	\$ 95.00
D422	Mechanical and Hydrometer Analysis (#4 to finer than #200).....	\$ 165.00
C136	Sieve Analysis of Aggregates.....	\$ 180.00
	Bulk Gradation.....	\$ 2,500.00

Soil Strength Determination

D3080	Direct Shear Test.....	\$ 95/Pt
	Triaxial Shear Test.....	Quotation
	Residual Shear.....	Quotation

Soil-Road Materials

D1883	California Bearing Ratio (Static Method).....	Quotation
	California Bearing Ratio (Corps of Engineering Method).....	Quotation
CAL301	Resistance Value ("R" Value).....	\$ 310.00

Miscellaneous Tests

CAL217	Sand Equivalent Value.....	\$ 85.00
D854	Specific Gravity of Soil.....	\$ 85.00
CAL 643, 417&422	pH and Resistivity, Soluble Sulfate & Chloride.....	\$ 165.00

General Notes:

- ° Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.
- ° All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.
- ° Off-road vehicles will be billed at \$50 per day (mileage log required).

3. ASM AFFILIATES, INC.

STANDARD BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$140.00
Senior Project Manager/PI	\$125.00
Senior Architectural Historian	\$105.00
Associate Architectural Historian	\$75.00
Senior Historian	\$105.00
Associate Historian	\$88.00
Senior Ethnographer	\$105.00
Associate Ethnographer	\$97.00
Senior Archaeologist III	\$110.00
Senior Archaeologist II	\$100.00
Senior Archaeologist I	\$90.00
Associate Archaeologist III	\$85.00
Associate Archaeologist II	\$80.00
Associate Archaeologist I	\$75.00
Assistant Archaeologist III	\$67.50
Assistant Archaeologist II	\$60.00
Assistant Archaeologist I	\$55.00
Principal Paleontologist	\$100.00
Field Paleontologist	\$90.00
Paleontological Field Monitor	\$52.00
Paleontological Collections Manager	\$52.00
Curatorial Assistant	\$52.00
Paleontological Records Search	\$65.00
GIS Administrator	\$87.00
GIS Technician	\$70.00
Graphic Coordinator	\$75.00
Graphic Artist II	\$65.00
Graphic Artist I	\$50.00
Technical Editor	\$75.00
Word Processor II	\$65.00
Word Processor I	\$55.00
Accountant	\$85.00
Clerical Support	\$55.00

GENERAL TERMS

- All non-labor direct costs are billed at cost (receipts required).
- Per Diem charges are based on actual costs (receipts required).
- Off-road vehicles will be billed at \$50 per day (mileage log required).
- Sub-consultants are billed at cost (receipts/invoice required).
- Record searches will be charged at cost.
- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

4. BBS (Busby Biological Services)

Darin Busby, Biologist.....\$90.00

5. CORNERSTONE CONSULTING

Professional Service Fees

Initial Professional Service Fee Consultation (First ½ Hour)\$195.00

Professional Service Fees (Per Hour after First ½ Hour)\$195.00

Analysis, Examination, Investigation, Site Review Service,
Conferencing, Administrative and/or Standby, Any Other
Services Requested or Required

Aerial.....additional \$95.00 per hour time at site, lift only, no hand climbing

Hazard.....additional \$95.00 per hour time at site any dangerous
equipment/vehicle activity onsite

Travel Time per Hour¹\$125.00¹

Minimum Written Report and Preparation²\$195.00²

Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

¹ Portal to Portal

² Written Report Fee will increase according to extent of details and preparation required

6. CVALDO CORPORATION HOURLY RATE SCHEDULE

ENGINEERING SERVICES

Engineering Technician	\$ 49.00
Administrative	\$ 58.00
CAD Technician / Drafter	\$ 81.00
Engineering Designer	\$ 98.00
Junior Project Engineer	\$ 107.00
Project Engineer	\$ 128.00
Associate Engineer	\$ 141.00
Senior Engineer	\$ 154.00
Principal / Project Manager	\$ 165.00

EXPENSES

Plotting and Reproduction	\$ Cost
Other Expenses	\$ Cost

(Including Sub-Consultants and Purchased Services through
Subcontracts; receipts required)

7. **EVARI GIS CONSULTING**

GIS Services

Large-scale Data Creation/Collection Efforts \$ 50 per hour

GIS Specialist \$ 100 per hour

GIS Manager/Enterprise GIS Services \$ 150 per hour

CAD Services

CAD Draftsman \$ 100 per hour

CAD Manager \$ 150 per hour

General Terms:

All non-labor direct costs are billed at cost (receipts required).

8. Jill K. Gardner & Associates, Inc.

As the sole owner and officer of Jill K. Gardner & Associates, Inc., certified small and woman-owned, I charge a flat rate that includes all indirect costs:

Jill K. Gardner, Ph.D.,
RPA Owner/President

Flat Rate.....\$85.00/hr

Field crew (fully loaded billing rate).....\$65.00/hr

Meals, lodging, and incidental costs associated with travel will be reimbursed at actual costs (receipts required).

Per Diem allowances will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

9. KTU+A

Hourly Rates

Principal.....	\$165.00
Senior Associate.....	\$135.00
Associate.....	\$115.00
Senior Designer/Senior Planner/GIS Analyst.....	\$105.00
Designer/Planner.....	\$ 95.00
Administration.....	\$ 75.00

General Terms

- Hourly rates include provisions for normal overhead costs including fringe benefits, office rental, utilities, insurance, clerical services and equipment.
- All non-labor direct costs are billed at cost (receipts required).

Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

10. LINSCOTT LAW & GREENSPAN ENGINEERS

FEE SCHEDULE

<u>Title</u>	<u>Per Hour</u>
Principals	
Principal Engineer.....	\$ 252.00
Associate Principal Engineer.....	\$ 216.00
Planning/Design Manager.....	\$ 201.00
Transportation Engineers	
Senior Transportation Engineer.....	\$ 178.00
Transportation Engineer III.....	\$ 158.00
Transportation Engineer II.....	\$ 133.00
Transportation Engineer I.....	\$ 114.00
Transportation Planners	
Senior Transportation Planner.....	\$ 158.00
Transportation Planner III.....	\$ 133.00
Transportation Planner II.....	\$ 114.00
Transportation Planner I.....	\$ 102.00
Technical Support	
Engineering Associate II.....	\$ 113.00
Engineering Associate I.....	\$ 109.00
Engineering Computer Analyst II.....	\$ 108.00
Engineering Computer Analyst I.....	\$ 85.00
Senior CADD Drafter.....	\$ 109.00
CADD Drafter III.....	\$ 102.00
CADD Drafter II.....	\$ 90.00
CADD Drafter I.....	\$ 77.00
Senior Engineering Technician.....	\$ 109.00
Engineering Technician II.....	\$ 102.00
Engineering Technician I.....	\$ 77.00
Word Processor/Secretary.....	\$ 72.00
Engineering Aide I.....	\$ 55.00

All non-labor direct costs are billed at cost (receipts required).

Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

11. O'DAY CIVIL ENGINEERING AND

SURVEYING SCHEDULE OF HOURLY

BILLING RATES

Office Engineering

Project Manager.....	\$ 164.00
Project Engineer.....	\$ 146.00
Design Engineer.....	\$ 129.00
AutoCad Technician.....	\$ 112.00
Drafter/Engineering Aide.....	\$ 85.00
Work Processing.....	\$ 60.00

Field Engineering

3 Man Survey Crew.....	\$ 280.00
2 Man Survey Crew.....	\$ 195.00
GPS or Robotic Surveying.....	\$ 186.00
1 Man Survey Crew/Survey Chief.....	\$ 123.00

Consultation

Principal.....	\$ 240.00
----------------	-----------

GENERAL

- Prevailing wage projects will be charged a higher rate for field engineering.
- Four (4) hour minimum charge for survey crew time. Any site visits less than 4 hours will be charged as extra work to fixed fee scopes of work.
- All non-labor direct costs are billed at cost (receipts required).

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance.....1

III. Equal Employment Opportunity Outreach Program.....2

IV. Small and Local Business Program3

V. Demonstrated Commitment to Equal Opportunity3

VI. Definitions.....4

VII. Certification5

VIII. List of Attachments.....6

 AA. Work Force Report7

 BB. Subcontractors List11

 CC. Contract Activity Report.....12

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

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

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

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

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

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

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

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

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

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

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

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

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

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

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

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

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

1. **Outreach Efforts**. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. **Past Participation Levels**. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. **Equal Opportunity Employment**. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's Workforce Report as compared to the County's Labor Force Availability.

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

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

VI. Definitions.

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

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

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

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

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

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

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking

- \$750,000 – Professional Services and Architect/Engineering

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

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

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

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

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

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

VIII. Certification.

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

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

IX. List of Attachments.

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



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

EXHIBIT D

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Atkins North America

AKA/DBA: Post, Buckley, Schuh & Jernigan (PBS&J)

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City Tampa County Hillsborough State Florida Zip 33607

Telephone Number: 813.282.7275 FAX Number: 813.282.9767

Name of Company CEO: L. Dean Fox

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

Address: 3570 Carmel Mountain Road, Suite 300

City San Diego County San Diego State CA Zip 92130

Telephone Number: 858.874.1810 FAX Number: 858.259.0741

Type of Business: Consulting Engineering Type of License: _____

The Company has appointed: H. Joy Lee
 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: 2001 N.W. 107th Avenue, Miami, Florida 33172

Telephone Number: 305.592.7975, Ext. 3259 FAX Number: 305.597.9446

- 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 Atkins
 (Firm Name)
San Diego, California hereby certify that information provided
 (County) (State)
 herein is true and correct. This document was executed on this January 5, 2012

H. Joy Lee
 H. Joy Lee - Human Relations Manager/EEO Officer

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
	Management & Financial	0	0	1	1	1	0	0	0	0	0	0	9	8	0
Professional	0	0	3	0	0	3	0	0	0	0	0	10	10	0	1
A&E, Science, Computer															
Technical	0	0	0	0	1	0	0	0	1	0	0	0	1	1	0
Sales															
Administrative Support	0	0	0	3	0	0	0	0	0	0	0	0	1	0	0
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	0	0	4	4	2	3	0	0	1	0	19	20	1	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	55
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

OFFICE(S) or BRANCH(ES): Orange, CA Office

COUNTY: Orange

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

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

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

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

Totals Each Column	1	0	3	2	3	5	0	0	0	0	10	5	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	29
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

EXHIBIT D

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Atkins North America

AKA/DBA: Post, Buckley, Schuh & Jernigan (PBS&J)

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City Tampa County Hillsborough State Florida Zip 33607

Telephone Number: 813.282.7275 FAX Number: 813.282.9767

Name of Company CEO: L. Dean Fox

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

Address: 650 East Hospitality Lane, Suite 450

City San Bernardino County San Bernardino State CA Zip 92408

Telephone Number: 909.890.5951 FAX Number: 909.890.3610

Type of Business: Consulting Engineering Type of License: _____

The Company has appointed: H. Joy Lee

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: 2001 N.W. 107th Avenue, Miami, Florida 33172

Telephone Number: 305.592.7975, Ext. 3259 FAX Number: 305.597.9446

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 Atkins

 (Firm Name)

San Bernardino, California hereby certify that information provided

 (County) (State)

herein is true and correct. This document was executed on this January 17, 2012

H. Joy Lee

 H. Joy Lee – Human Relations Manager/EEO Officer

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	1	0	0	0	0	0	0	0	0	0	3	1	0	0
Professional	0	0	0	0	0	0	0	0	0	0	1	1	0	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	0	0	0	0	0	0	0	0	0	5	2	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	8
---------------------------	---

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

EXHIBIT D

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Atkins North America

AKA/DBA: Post, Buckley, Schuh & Jernigan (PBS&J)

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City Tampa County Hillsborough State Florida Zip 33607

Telephone Number: 813.282.7275 FAX Number: 813.282.9767

Name of Company CEO: L. Dean Fox

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

Address: 3570 Carmel Mountain Road

City San Diego County San Diego State CA Zip 92130

Telephone Number: 858.874.1810 FAX Number: 858.259.0741

Type of Business: Consulting Engineering Type of License: _____

The Company has appointed: H. Joy Lee
 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: 2001 N.W. 107th Avenue, Miami, Florida 33172
 Telephone Number: 305.514.3258 FAX Number: 305.597.9446

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 Atkins
 (Firm Name)

Roseville , California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this March 16, 2012

H. Joy Lee

H. Joy Lee -- Human Relations Manager/EEO Officer

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	0	0	0	0	0	10	3	1	0
Professional	0	0	0	0	0	0	0	0	0	0	8	2	0	1
A&E, Science, Computer														
Technical	0	0	0	0	1	0	0	0	0	0	0	1	0	0
Sales														
Administrative Support	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	1	1	0	1	0	0	0	0	0	18	6	1	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	29
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

EXHIBIT D

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Atkins North America

AKA/DBA: Post, Buckley, Schuh & Jernigan (PBS&J)

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City Tampa County Hillsborough State Florida Zip 33607

Telephone Number: 813.282.7275 FAX Number: 813.282.9767

Name of Company CEO: L. Dean Fox

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

Address: 2270 Corporate Circle, Suite 100, Henderson, NV 89074-7755

City Henderson County Clark State NV Zip 89074-7755

Telephone Number: 702.263.7275 FAX Number: 702.263.7200

Type of Business: Consulting Engineering Type of License: _____

The Company has appointed: H. Joy Lee
 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: 2001 N.W. 107th Avenue, Miami, Florida 33172
 Telephone Number: 305.592.7975, Ext. 3259 FAX Number: 305.597.9446

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 Atkins
 (Firm Name)

Clark, Nevada hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this January 17, 2012

H. Joy Lee

H. Joy Lee - Human Relations Manager/EEO Officer

OFFICE(S) or BRANCH(ES): Henderson, NY Office

COUNTY: Clark

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	1	0	1	0	2	0	0	0	0	0	18	5	1	0
Professional	1	0	3	1	2	2	0	0	0	0	22	23	0	1
A&E, Science, Computer														
Technical	0	0	2	1	4	1	0	0	0	0	12	2	0	0
Sales														
Administrative Support	0	0	0	1	0	1	0	0	0	0	1	5	0	2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	0	6	3	8	4	0	0	0	0	53	35	1	3
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	115
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



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

EXHIBIT D

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: Atkins North America

AKA/DBA: Post, Buckley, Schuh & Jernigan (PBS&J)

Address (Corporate Headquarters, where applicable): 4030 West Boy Scout Boulevard

City Tampa County Hillsborough State Florida Zip 33607

Telephone Number: 813.282.7275 FAX Number: 813.282.9767

Name of Company CEO: L. Dean Fox

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

Address: 3570 Carmel Mountain Road

City San Diego County San Diego State CA Zip 92130

Telephone Number: 858.874.1810 FAX Number: 858.259.0741

Type of Business: Consulting Engineering Type of License: _____

The Company has appointed: H. Joy Lee

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: 2001 N.W. 107th Avenue, Miami, Florida 33172

Telephone Number: 305.514.3258 FAX Number: 305.597.9446

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 Atkins

(Firm Name)

Travis, Texas hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this March 16, 2012

H. Joy Lee

H. Joy Lee – Human Relations Manager/EEO Officer

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	6	2	0	1	0	0	0	0	47	12	1	0
Professional	1	2	10	2	7	2	0	0	0	0	62	38	0	0
A&E, Science, Computer														
Technical	0	1	3	0	1	0	0	0	0	0	17	10	0	0
Sales														
Administrative Support	0	1	0	2	0	0	0	0	0	0	2	10	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	4	19	6	8	3	0	0	0	0	128	70	1	0
--------------------	---	---	----	---	---	---	---	---	---	---	-----	----	---	---

**There are 2 employees under the category Technical Male who belong to 2 or more ethnic group based on the Federal classifications.

Grand Total All Employees	240
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONSULTANTS LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
ADCO Underground Services, LLC 6272 Lake Leven Drive San Diego, CA 92119	Potholing	0.1-0.5%	ELBE, SLBE	City of San Diego (11AU0365)
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geotechnical, hazardous materials	7-10%	DBE, MBE, SLBE	City of San Diego (11AG0136) California Unified Certification Program (8920)
ASM Affiliates, Inc. 2034 Corte Del Nogal Carlsbad, CA 92011	Historic resources	0.1-1%	SBE	Dept. of General Services (16159)
Busby Biological Services 1452 Vue Du Bay Court San Diego, CA 92109	Biological resource surveys	0.1-1%	SLBE	City of San Diego (11BB0504)
Cornerstone Consultings 15615 Vista Vicente Drive, Unit #24 Ramona, CA 92065	Arborist	0.1-0.5%	--	--
CValdo Corporation 4901 Morena Boulevard, Suite 1110 San Diego, CA 92117	Hydrology/water quality	2-3%	DBE, SLBE, SBE, MBE	City of San Diego (10CC0103) California Unified Certification Program (34802)
Evairi GIS Consulting 3311 Boundary San Diego, CA 92104	GIS mapping	0.1-1%	ELBE	City of San Diego (11EC0371)
Jill K. Gardner & Associates, Inc. 1199 Pacific Highway, Unit 703 San Diego, CA 92101	Archaeological resource	0.1-1%	WBE, SLBE, SBE	City of San Diego (12JK0527)
KTU+A 3916 Normal Street San Diego, CA 92103	Restoration construction plans	2-7%	SBE	Dept. of General Services (30007)
Linscott, Law & Greenspan 4542 Ruffner Street, Suite 100 San Diego, CA 92111	Traffic studies	0.2-1%	SBE	Dept. of General Services (30918)

O'Day Consultants 2710 Loker Avenue West, Suite 100 Carlsbad, CA 92010	Civil engineering, traffic control plans, surveying	14-16%	SLBE, DVBE, SBE	City of San Diego (11OC0147) Dept. of General Services (42651)
--	--	--------	--------------------	--

List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
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*

* Listed for informational purposes only.

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

CONTRACT ACTIVITY REPORT

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

PROJECT: _____ **PRIME CONTRACTOR:** _____

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

Include Additional Services Not-to-Exceed Amount

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

Completed by: _____

EXHIBIT E

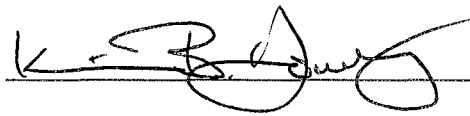
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: As-Needed Environmental Services 2012-2015

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

FIRM NAME: Atkins North America, Inc. (Atkins)

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	<u>Kim B. Howlett</u>
Title	<u>Associate Vice President/Group Manager</u>
Date	<u>March 16, 2012</u>

INSTRUCTION SHEET FOR
DISCLOSURE DETERMINATION FOR CONSULTANT
(Form CC-1671)

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Public Utilities Department

2. Name of Specific Consultant & Company: Atkins North America, Inc.

3. Address, City, State, ZIP: 3570 Carmel Mountain Road, Suite 300
San Diego, CA 92130

4. E-mail Address: Kim.Howlett@atkinsglobal.com

5. Date of Assuming Office: October 2012

6. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Environmental Services Contract for the Public Utilities Department 2012-2017

7. Consultant Duties for Project: Provide environmental resource studies, monitoring, plan design, and related services for the Public Utilities Department

8. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: [Signature]
[Roger S. Bailey, Director Public Utilities]*

08/20/12
[Date]

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

DEFINITION OF "CONSULTANT"

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

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

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

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

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

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

requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

**EXHIBIT H
City of San Diego**

Consultant Performance Evaluation

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																													
1a. Project (title, location 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:																													
		<table style="width:100%; border:none;"> <tr> <td></td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">100 %</td> </tr> <tr> <td>Agreement</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td>Delivery</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td>Acceptance</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> </table>			_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	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 _____																													

Section II

SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
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 _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)



EXHIBIT I

City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

pective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Atkins North America, Inc. (Atkins)

Doing Business As:

Atkins

Firm Address:

3570 Carmel Mountain Road, Suite 300

City:

San Diego

State:

CA

Zip:

92130

Phone:

858.874.1810

Fax:

858.259.0741

Taxpayer ID:

[REDACTED]

Business License:

B1986014281

Website:

www.atkinsglobal.com/northamerica

Contact Info:

Contact Name:

Kim B. Howlett

Title:

Associate Vice President/Group Manager

Email:

kim.howlett@atkinsglobal.com

Phone:

858.514.1018

Cell:

858.395.6508

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City:

State:

Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

EXHIBIT I

Contractor/Vendor Registration Form – Page 2

Product/Services Description:

Firm Name:

Atkins North America, Inc. (Atkins)

Infrastructure and land use planning, environmental sciences, engineering, technology, program and construction management, and architecture

Product/Services Information:

NIGP Codes:

* 91843, 92535, 92600, 92652, 96132

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility

Ethnicity:

Ethnicity:

*Not Applicable

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

EXHIBIT I

Classification:

*OBE

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: [Redacted]

Agency: [Redacted]

Certification #: [Redacted]

Agency: [Redacted]

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

Please mail this form to: Purchasing & Contracting Department
 1200 Third Avenue, Suite 200
 San Diego, CA 92101

or fax to: 619/ 236-5904

EXHIBIT J

City of San Diego Purchasing & Contracting Department CONTRACTOR STANDARDS *Pledge of Compliance*

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

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

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

A. PROJECT TITLE:

As-Needed Environmental Services 2012-2015 (H125692)

B. BIDDER/CONTRACTOR INFORMATION:

Atkins North America, Inc.	Atkins		
Legal Name	DBA		
3570 Carmel Mountain Road, Suite 300	San Diego	CA	92130
Street Address	City	State	Zip
Kim B. Howlett, Associate Vice President/Group Manager	858.514.1018		858.259.0741
Contact Person, Title	Phone		Fax

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

EXHIBIT J

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

Corporation Date incorporated: 2/29/1960 State of incorporation: Florida

List corporation's current officers: President: L. Dean Fox
Vice Pres: *See Pledge of Compliance Attachment "A"
Secretary: Charles E. (Ernie) Edgar IV
Treasurer: Robert S. Lawson

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

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

Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation.
The Atkins North America Holdings Corporation is a wholly owned subsidiary of a publicly listed UK Company,
W.S. Atkins plc (Atkins). W.S. Atkins plc's stock is traded on the London Stock Exchange as ATK.

Limited Liability Company Date formed: / / State of formation: _____
List names of members who own five percent (5%) or more of the company:

Partnership Date formed: / / State of formation: _____
List names of all firm partners:

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

Joint Venture Date started: _____
List each firm in the joint venture and its percentage of ownership:

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

EXHIBIT J

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No Refer to Attachment "A"

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

G. COMPLIANCE::

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

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

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated: 1/06/2012

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

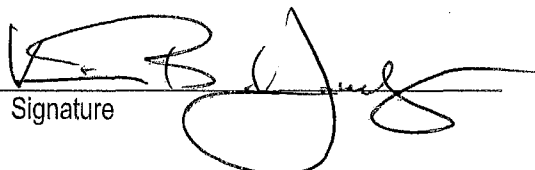
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief.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

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.
- (g)

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

Kim B. Howlett
AVP/Group Manager

Print Name, Title



Signature

March 16, 2012

Date

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

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

D. Business Organization Structure

List of corporations current officer's : Senior Vice President

Thomas F. Barry, Jr., Michael J. Buhler, David J. Carter, W. Bradley Dennard, John M. Finochiaro, Marvin N. Fisher, Cecilia R. Green, Lawrence H. Hentz, Jr., Michael C. Hogan, Donna M. Huey, Mark A. Isaak, Amir Kangari, Robert S. Lawson, Steven C. Malecki, Frank T. Martin, Charles A. Padera, Victor P. Poteat, Mark A. Ramseur, Rob R. Reid, Douglas E. Robison

E. Financial Resources and Responsibility

RE: BONDS - Performance & payment bonds

Atkins North America, Inc. cannot provide performance bonds. Performance bonds are for contractors, not professional engineers or consultants. It is our understanding that bonding companies won't issue performance bonds on professional services.

Providing professional services, such as engineering or consulting, often calls upon the unique experiences or capabilities of a particular firm or individual engineer. Engineering or consulting services may include the use of personal and professional judgment and performance bonds are not appropriate in such circumstances as they would be with a contractor following a set of drawings. Traditionally, for professional services, the professional liability insurance policy replaces the need for a bond.

F. Performance History

Atkins does not track terminated contracts for cause of default. Based on that fact, and the fact that Atkins North America has 80 offices of active contracts, Atkins cannot certify with 100 percent accuracy that one of its contracts has not been terminated under these circumstances. For questions, please contact Ernest Edgar at (813) 281-3626 to discuss this information further.

Litigation Statement

Like all professionals in this litigious society, Atkins North America, Inc. f/k/a PBS&J, a nationwide firm, has been involved in claims and suits over the years. The vast majority of these have been by third parties against multiple defendants with Atkins North America, Inc., f/k/a PBS&J being one of those named. Several suits were counterclaims where Atkins North America, Inc. f/k/a PBS&J has initiated actions to collect fees. None of these suits if decided against Atkins North America, Inc., f/k/a PBS&J would impair its ability to meet its financial obligations. We consider any further details to be confidential and privileged and should be disclosed under carefully controlled circumstances as the settlement agreements mandate this. For questions, please contact Ernest Edgar at (813) 281-3626 to discuss this information further.

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

Kim B. Howlett
AVP/Group Manager

Print Name, Title



Signature

March 16, 2012

Date

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

EXHIBIT K

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Atkins North America, Inc. (Atkins)	Contact Name: Richard Ray
Company Address: 3570 Carmel Mountain Road, Suite 300, San Diego, CA 92130	Contact Phone: 702.263.7275
	Contact Email: richard.ray@atkinsglobal.com

CONTRACT INFORMATION

Contract Title: As-Needed Environmental Services 2012-2015	Start Date:
Contract Number (if no number, state location): H125692	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

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

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

Richard Ray, Regional Human Resource Manager

Richard D. Ray

March 16, 2012

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved - Reason: _____

EXHIBIT L

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Atkins North America, Inc.

Name of Firm


Signature of Authorized Representative

Kim B. Howlett

Printed/Typed Name

March 16, 2012

Date