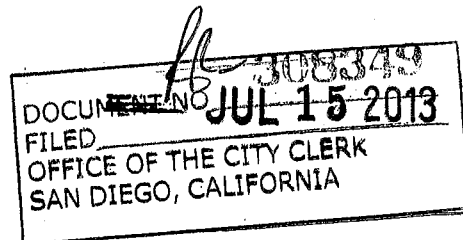


**DUPLICATE ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
PUBLIC UTILITIES DEPARTMENT  
AND  
CH2M HILL  
FOR  
CONSULTING SERVICES FOR OPERATION OPTIMIZATIONS**

**CONTRACT NUMBER: H135825**



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## CONSULTANT AGREEMENT EXHIBITS

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

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND CH2M HILL  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and CH2M Hill [Consultant] for the Consultant to provide Services to the City for the Operation Optimizations Project.

**RECITALS**

The City wants to retain the services of a consultant firm to provide consulting services, which include mechanical, chemical, energy, and processing engineering for Operation Optimizations [the Services].

The Consultant has the expertise, experience, and personnel necessary to provide the Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Services.

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

**ARTICLE I  
CONSULTANT SERVICES**

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

**1.1 Scope of Services** The Consultant shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City

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

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the

Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

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

## ARTICLE II DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or February 1, 2016 whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date of



termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding five million one hundred fifty thousand (\$5,150,000.00) dollars. The compensation for the Scope of Services shall not exceed four million four hundred seventy thousand (\$4,470,000.00) dollars, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed six hundred eighty thousand (\$680,000.00) dollars.

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

**3.3 Manner of Payment.** The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed 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.

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

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

#### **ARTICLE IV CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent engineering consultant firm, who shall review and evaluate existing facilities, operations and maintenance to identify opportunities for improvements in operational efficiencies and/or cost savings or revenue improvement can be made in the areas of energy utilization, water production and distribution, chemical usage, data utilization, wastewater sludge processing and disposal, operator staffing, and warehouse practices and procedures, using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.

Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

**4.2 Right to Audit.**

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

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

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

**4.2.2.1.1 Accounting Records.** The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit; all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

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

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

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

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

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

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

**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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 Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

**4.3.3 Acceptability of Insurers.**

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

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of 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 Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.6 Non-Discrimination Requirements.**

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

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

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

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

**4.7.1 Consultant's Notice to Employees.** The Consultant shall publish a



statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

- 4.7.2.1** The dangers of drug abuse in the work place.
- 4.7.2.2** The policy of maintaining a drug-free work place.
- 4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.
- 4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form

700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

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

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

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

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

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

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

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

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

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

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

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

## **ARTICLE VII MEDIATION**

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

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or

expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

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

## ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine,  
Non Design Long Form

originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

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

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

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

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

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

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

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

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

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, 9192 Topaz Way, San Diego, CA 92123, Attn: Vien Hong, MS901 and notice to the Consultant shall be addressed to: Ms. Karen Kovolo, CH2M Hill, 402 West Broadway, Suite 1450, San Diego, CA 92101.

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

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

between the City and any putative assignee.

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

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

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

**9.7 Compliance with Controlling Law.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

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

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

**9.10 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this

Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

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

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Services.

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

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

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

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

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



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

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

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

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

**9.23 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 G) 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>.

**9.24 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 H). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

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

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

**9.27 Precluded Participation.** In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

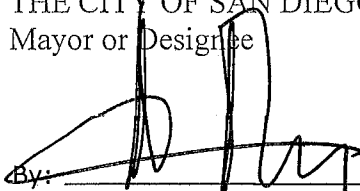
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# DUPLICATE ORIGINAL

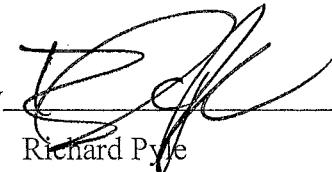
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 308349, authorizing such execution, and pursuant to CH2M Hill signature authority document.

Dated this 2<sup>ND</sup> day of AUGUST, 2013

THE CITY OF SAN DIEGO  
Mayor or Designee

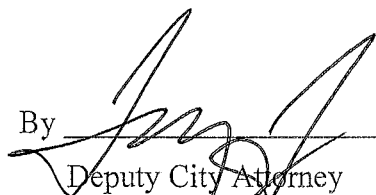
By:   
Albert P. Rechan  
Program Manager  
Public Works Contracting Group


I HEREBY CERTIFY I can legally bind CH2M Hill and that I have read all of this Agreement, this 3<sup>rd</sup> day of June, 2013.

By:   
Richard Pyle  
Principal in Charge

I HEREBY APPROVE the form and legality of the foregoing Agreement this 7 day of August, 2013.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney

 308349

## CONSULTANT AGREEMENT EXHIBITS

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

# SCOPE OF SERVICES

## CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT

### CONSULTING SERVICES FOR OPERATION OPTIMIZATIONS (H135825)

This Scope of Work (SOW) defines the extent of the CONSULTANT's services necessary to complete the required work and documentations specified herein for the OPERATIONS OPTIMIZATION.

#### Program Overview

Through the Operations Optimization Program, the City of San Diego Public Utilities Department (Department) will build upon previously implemented efficiency improvements in its water and wastewater operations and continue to grow into a world-class service provider. The program will provide a blend of operations, management, and engineering capability to identify and suggest quick wins and practical long-term solutions.

In partnership with the CH2M HILL Team, the Department will work together using a top down and bottom up analysis to strive for the following outcomes:

- *Cost Efficiency*: Early wins to get buy-in from stakeholders (best value for ratepayers' dollar)
- *Risk Management*: Establish mitigation plans to more effectively manage risk and avoid surprises
- *Maintenance Effectiveness*: Enhanced reliability and reduced life-cycle costs
- *Service Levels*: Continually improve regulatory compliance, customer service expectations, and design standards
- *Sustainability*: Holistic approach of green infrastructure opportunities, energy and consumables, and maximizing triple-bottom line benefits
- *Knowledge Transfer*: Shared knowledge through training, technology innovation, and documentation of leading practices and procedures from consulting staff to the Department.

#### Scope of Services Summary

CH2M HILL's Operations Optimization approach is holistic in nature; however, overall scope of the program is best described as a 2-phase program, which can be divided into six major interrelated focus areas or tasks. These major focus areas are:

- *Program Integration*
- *Facility Evaluations*
- *Business Process & Management System Review*
  - *Enterprise Review*
  - *Operations, Maintenance and Laboratory Management Review*

- *Optioneering/Alternatives Development*
- *Special Projects*

The description of the Operations Optimization Program Approach begins with *Program Integration*. This major focus area will incorporate project management components, such as communications/coordination, project risk management, progress/performance management & reporting, budget management, quality assurance/quality control and change management, to support successful program integration into the Department's ongoing efforts. While not the main focus of Operations Optimization, *Program Integration* will be employed during the entire program and is critical to the program's success, which will be measured by agreed upon key performance indicators.

The focus of the Operations Optimization's first phase will be assessments and data collection. The tasks are categorized into two specific assessment areas – *Facility Evaluations* and *Business Process & Management System Review*. The *Business Process & Management System Review* is further divided into two areas – *Enterprise Review* and *Operations, Maintenance and Laboratory Management Review*. Technical memoranda and summary reports will be generated from the individual assessments conducted in these two major tasks, and encompass opportunities for improvements. These individual reports will be critical to implement quick wins and low-cost solutions as soon as possible.

The *Optioneering/Alternatives Development* task, which is mainly completed in Phase 2, consists of evaluation and prioritization of the more complex long-term solutions identified in the assessment tasks. All opportunities identified during the assessments will then be prioritized by the Department and placed into an Implementation Plan.

Finally, *Special Projects* consist of three specific assessment projects that were outlined in the Department's Request for Proposals. These three projects include:

- Water Supply Costs
- Water Quality in the Distribution System
- Otay Water Treatment Replacement Alternative (Conceptual Evaluation)

While all focus areas within the Operations Optimization Program are interrelated, multiple teams will be chartered to perform specific functions and will be critical to the success of the Operations Optimization effort. This will allow the concurrent tasks to be performed and solutions to be implemented within a shorter timeframe.

The Department's Operations Optimization approach will focus its efforts on finding efficiency opportunities in the water and wastewater systems and will include the following facilities:

- *Water Treatment Plants*
  - Miramar
  - Alvarado
  - Otay
- *Wastewater Treatment Plants*
  - Point Loma

- North City WRP
- South Bay WRP
- *Metro Biosolids Center*
- *Distribution and Collection System*
  - Metro Wastewater Pump Stations (PS1&2, PS64 & 65, GAPS & ORPS)
  - Muni Wastewater Pump Stations (approximately 79)
  - Water Pump Stations (Distribution)
  - Recycled Pump Stations (Distribution)
  - Raw Pump Stations

### **Scope of Services General Clarifications**

In order to prepare a reasonable level of effort for the Operations Optimization Program, the following points are included:

- CONSULTANT will reasonably rely upon the timeliness, accuracy, and completeness of existing information to conduct work within the Operations Optimization Program.
- Any cost opinions or project economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but, since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that project economics will not vary from these opinions.
- The facilities/functional areas mentioned in the Operations Optimization tasks are presumed to total 9, and include water treatment plants (3), wastewater treatment plants (3), distribution (1), collections (1) and biosolids (1).
- Department turn-around time of one week for requests for reviews.
- Department turn-around time of two weeks for requests for information.
- Consultant project management time includes an average of 2 days per week on-site to support the Operations Optimization evaluations.

### **Scope of Services Task Description**

This section provides a break-down of the Department's Operations Optimization Program by task. The task breakdown does not necessarily depict the sequence in which the tasks will be performed. It is intended to provide a brief description of the work that will be conducted under each task.

#### **Task 1.0 – Program Integration**

Program Integration is an interactive process that pulls together diverse program elements and resources into a single coordinated effort and incorporates the Operations Optimization Program into the Department's ongoing efforts. The key areas to be addressed in this task are:

- *Integration*: Coordinate the various elements of the Operations Optimization Program.
- *Scope*: Confirm required work is completed, including planning, definition, verification and change control.
- *Cost*: Complete scope of services within budget.
- *Time*: Achieve timely project completion.

## EXHIBIT A

- *Quality*: Carry out project results in alignment with the Department's vision, goals, objectives, and fundamental requirements.
- *Staffing Resources*: Effectively utilize people involved in the project.
- *Communications*: Accomplish timely and appropriate generation, collection, dissemination, storage, and disposition of project information.
- *Procurement*: Control and administer sub-consultant agreements.
- *Risk/Issues Management*: Identify, analyze, and address project risks.
- *Documentation*: Document activities associated with this Program Integration task.

*The CONSULTANT will provide management and coordination efforts, including the services described above for Task 1.0 (Program Integration), to effectively meet budget and schedule for the Operations Optimization Program.*

### *Program Integration Deliverables*

- Communication Plan
- Success performance indicators and progress/performance tracking documentation
- Risk Management Plan
- Budget and Schedule Tracking
- Project Management Core Team, Steering Committee, and Facility Evaluation Team chartering documentation
- Quarterly Small Business Review
- P6 Annual Cost Loaded Schedule
- Monthly/weekly progress reporting & invoices
- Meeting agendas and summaries

### **Task 2.0 – Facility Evaluations**

Facility evaluations will be conducted, which will focus on identification of potential cost savings associated with chemicals, energy, biosolids, and other consumables. A team consisting of Department staff and consultants will be formed to perform the facility evaluations. Initially, a data request will be submitted pertaining to information that will be necessary to evaluate the performance of the facilities. After completing the data review, a brief chartering session and facility risk review will be conducted for each of the approximately 9 facilities/functional areas.

Following the chartering session, site visits will be conducted at the facility or functional area, and local staff will be interviewed about certain aspects of the information that was received. Subjects that will be discussed include but are not limited to:

- *Design standards and parameters*
- *Facility loading (Flow, BOD, TSS, etc.)*
- *Sampling procedures*
- *Possible sidestream interferences*
- *Testing procedures*



- *Current control philosophy*
- *Operating strategies*
- *Process control*
- *Decision making process*
- *Automation and instrumentation*
- *Reports showing O&M costs associated with chemicals, energy, biosolids reuse/disposal, revenue generating facilities, and contracted services*

These site visits and interviews will provide useful information as to how each facility or function is currently operated and managed. During the interviews, the Project Team will also gather information on current operational practices, the mode of operation of the treatment facilities, pump stations, collection and distribution systems and any problems/issues that the operators may face. The team will also solicit optimization ideas from Department staff.

Data gathered as part of the onsite evaluation will be used by experienced Operational Specialists to develop operations and maintenance (O&M) process and electrical models. Process and performance data will be used to build and calibrate both water and wastewater process models, from which future flows and alternative operating modes can be analyzed and used as a basis for establishing operating costs for candidate alternatives.

Equipment data will be used to build electrical models to estimate power usage at current and future conditions, and will be calibrated against current power bills. Information from the models will then be fed into a pricing model, which includes three major cost centers: chemicals, energy, and biosolids.

After the models are configured, multiple alternatives for cost savings will be developed and analyzed for potential savings and practicality. Based on the output, estimates will be organized by short-term recommendations (to be implemented immediately at minimal cost) and mid-term recommendations (to be implemented in one year or less and can be accomplished within operating budgets). Long-term capital improvements will be summarized and evaluated in the Optioneering/Alternatives Development task during Phase 2 of the program. This would include evaluation of overall system performance, associated service levels for major assets, and system alternatives that take cost and risk into account.

*The CONSULTANT will provide the services described above for Task 2.0 (Facility Evaluations) including:*

*Chemical Usage (approximately 9 facilities/functional areas)*

- *Review the current operational practices, types, and volumes of chemicals utilized, procurement practices, and dosage rates for the treatment facilities and identify potential opportunities on how to reduce costs while continuing to meet regulatory requirements.*
- *Gather information about treatment plant performance, which includes trending and analysis of data and tracking chemical dosing versus plant performance.*
- *Research how chemical dosing impacts treatment plant performance and look for over- or under- dosing by tracking items such as raw water turbidity versus coagulant dose, raw and*

*coagulated water PH and alkalinity versus coagulant dose, as well as settled water turbidity versus coagulant dosage.*

- *Identify potential opportunities that can optimize dosing requirements either through changes to standard operating procedures and/or equipment upgrades.*
- *Evaluate and identify potential opportunities regarding the procurement process and potential for bundling purchases of chemicals to achieve cost savings.*

*Energy Usage (approximately 9 facilities/functional areas)*

- *Identify potential opportunities to mitigate the rising electricity costs for the facilities/functional areas.*
- *Review the various facilities' SDG&E energy rates and power purchase agreements, as applicable, to determine if there are opportunities for cost savings by switching rates, direct access or power purchase agreements.*
- *Evaluate the opportunities, the cost effectiveness, and the risks associated with participating in additional available peak load management programs and demand response programs.*
- *Identify opportunities to benchmark energy consumption for future energy saving efforts for the facilities/functional areas, which build upon the referenced studies.*
- *Review and identify opportunities for additional options for making changes to the water treatment process, which may reduce energy consumption and costs while maintaining the plants' current performance.*
- *Analyze the coordination between the listed energy related entities and the programs already utilized in the water distribution system.*
- *Identify opportunities that may lead to additional energy consumption savings and/or reduction in maintenance costs.*

*Biosolids*

- *Evaluate and identify potential opportunities that optimize the sludge dewatering process to balance the higher costs of achieving a higher percentage of solids with cost reductions achieved for disposal.*
- *Review and identify methods to optimize various sludge-related operations at the 3 wastewater plants and 1 biosolids facility.*
- *Review the options for rebidding this service. The Department has prepared two studies relevant to current and future sludge practices and options:*
  - *A Business Case Evaluation on Biosolids Disposal Alternatives for the Metropolitan Biosolids Center, dated January 2011, prepared by the Public Utilities Department Engineering & Program Management Division and the Wastewater Treatment & Disposal Division.*
  - *City of San Diego Biosolids Technology Evaluation for Metropolitan Biosolids Center, date July 2009, prepared by Brown & Caldwell.*
- *Provide potential optimization opportunities of the sludge processing operations within the facilities, which shall be based on the present disposal method, but should not eliminate or restrict future beneficial options.*

*Facility Evaluations Deliverables*

- A technical memorandum in hardcopy and electronic format will be developed for each of the approximately 9 facilities/functional areas based on the information gained during the modeling analysis, including assumptions and key findings, and supporting documentation. The technical memorandum will contain the output from the electrical and maintenance models.
- Opportunities for improvement, which will be included in the technical memorandums, which can be achieved with minimal to no investment.
- Opportunities for improvement, which will also be included in the technical memorandums and will require moderate to significant capital investment, will also be provided; however, these will be evaluated in more detail in the Optioneering/ Alternatives Development task during Phase 2 of the program.

### **Task 3.0 – Business Process & Management Systems – Enterprise Review**

This major focus area is comprised of two sub-tasks, which will assess specific business process and management systems and provide opportunities for improvement regarding more efficient and effective management practices and processes. The two tasks within Business Process & Management System – Enterprise Review are:

- *Warehousing & Supply Chain Management*
- *Data Utilization*

#### *Warehousing & Supply Chain Management:*

The CONSULTANT will evaluate and examine each of the processes, plans, sourcing strategies, distribution and optimization, and reporting that cuts across the supply chain for goods and services, including purchasing, budgeting, warehousing and stores functions. Current practices and performance will be compared using the SCOR\* reference model framework, including Plan, Source, Make, Deliver, Return and Enable process categories.

#### *Warehousing & Supply Chain Management Deliverables*

- Summary report hardcopy and electronic formats that includes findings and opportunities for potential improvement regarding warehousing and supply chain management.

*Data Utilization:* The CONSULTANT will assess, identify, and document existing business and IT systems currently used by the Department in terms of their functionality, level of use, reporting capabilities, coverage of business functions, and effectiveness, as well as interfaces between systems.

The CONSULTANT will make recommendations as to how their use may be improved to operate the facilities more efficiently.

#### *Data Utilization Deliverables*

- Summary report hardcopy and electronic formats that includes findings and potential opportunities for improvement regarding data utilization.

#### **Task 4.0 – Business Process & Management System – Operations, Maintenance, and Laboratory Management Review**

Interviews and site visits with Operations, Maintenance and Laboratory staff will be conducted to determine that the appropriate levels of personnel are provided and that their training and knowledge are appropriate for their functional area. During these interviews, staff levels, roles, and responsibilities will be evaluated along with changing requirements, service levels, and risks.

In addition, operating procedures specific to the approximately 9 facilities /functional areas will be evaluated. These are typically created and updated by facility staff to reflect current conditions unique to the facility and equipment. A review of department strategies, process control, maintenance, and laboratory procedures will be conducted and existing documents such as SOPs and operating plans will be evaluated.

Data management will be assessed both from a process and tools perspective. At this time, the accuracy and availability of the data will be evaluated. The efficiency of collecting and transmitting data will also be reviewed along with the scope and appropriateness of the information available. The CH2M HILL Team will also identify the existing reports used, both internally and externally (regulatory).

*The CONSULTANT will provide the required services described above for Task 4.0 (Operations, Maintenance, and Laboratory Management Review) including:*

- *Review the operations of the facilities/functional areas during the low demand times and study the service area demands for the plants and develop an operations model to recommend expansion or reduction of the service areas in a way to prevent multiple shutdowns of the plants.*
- *Analyze the divisions' operating staffing levels; staff assignments, including numbers and qualifications of staff; crew, facility, and shift assignments; and organizational/union constraints and opportunities.*
- *Investigate the opportunity for sharing staff between water and wastewater operations during peak demand or emergency operations.*
- *Review and evaluate treatment and pumping facilities' current maintenance practices and procedures, including maintenance needs, methods, frequencies, and scheduling, and recommend potential maintenance levels. The Consultant shall recommend implementable measures to potentially improve maintenance, increase efficiencies, and reduce costs while providing required services to meet regulatory requirements.*
- *Review all four O&M divisions (Construction & Maintenance, System Operations, Wastewater Treatment & Disposal Division, and Wastewater Collection) within the Department for the overtime usage as related to these functions and evaluate opportunities for the potential optimal use of overtime funds.*
- *Review and evaluate both water and wastewater laboratory operational practices, protocols and procedures to identify potential efficiency improvements and cost savings and provide recommendations to improve laboratory operations, increase efficiencies and/or reduce costs while providing required services to meet regulatory requirements.*

*Operations, Maintenance and Laboratory Management Review Deliverables*

- One draft final report in hardcopy and electronic formats that summarizes the findings and recommendations of this optimization study will be prepared and delivered at the conclusion of this task.
- A 4-hour workshop will be conducted with staff where findings and recommendations will be discussed and evaluated.
- One final report in hardcopy and electronic formats will be developed following the workshop which will incorporate the comments and suggestions of the workshop.

#### **Task 5.0 – Optioneering/Alternatives Development**

During this task, the CH2M HILL Team will work to perform business case evaluations (BCEs) for the treatment facilities and/or functional areas (total of 9 mid-level effort BCEs) based on the prioritized recommendations from Task 2.

The CH2M HILL Team will leverage the Department's existing BCE process and suggest potential improvements to the Department's existing BCE process, as well as leverage prior BCE work performed by the Department. When applicable, a triple bottom line analysis will be performed to consider alternatives in terms of costs, benefits, and risks. During the triple bottom line evaluation, financial, social and environmental factors which apply to the alternatives and recommendations will be reviewed. Recommendations that show positive results will be presented to the Department for possible implementation.

##### *Optioneering/Alternatives Development Deliverables*

- Implementation Plan that includes prioritized recommendations from Task 2.

#### **Task 6.0 – Final Report and Presentation**

*Consultant will provide a Draft Final Report for the Department's review and comment. A meeting will be held to review the Department's comments and questions prior to the issuance of the Final Report. Comments from the Department on the Draft Final Report will be used to prepare the Final Report.*

##### *Final Report and Presentation Deliverables*

- One draft report in hardcopy and electronic formats compiling the findings and recommendations from the previous reports, summaries and implementation plan developed during this optimization effort, will be prepared and delivered at the conclusion of this project.
- A workshop will be conducted to review the draft report.
- Three final reports in hardcopy and electronic formats will be developed following the workshop.

#### **Task 7.0 – Special Projects**

The Department has identified three projects, which should be evaluated in the Operations Optimization Program. As described in the Request for Proposal, these special projects include:

- *Water Supply Costs:* This project consists of analysis of the cost of water (local and imported) supplied to the system by the City's 3 treatment plants and by the San Diego County Water Authority's treated water connection as well as the distribution pressure zones in respect to pressures provided to individual consumers. The goal of this evaluation will be to provide potential realized optimization opportunities for the locally treated water and water transfer between treatment plant service areas as well as potential opportunities to optimize pressures and provide savings in pumping energy costs.

*Consultant will analyze the cost of water, (local and imported), supplied to the system by the City's 3 treatment plants and by the San Diego County Water Authority treated water connections, in order to optimize locally treated water and to optimize the water transfer between treatment plant service areas.*

*Consultant shall also analyze the distribution system's pressure zones in respect to pressures provided to individual consumers and provide recommendations on how to optimize pressures and provide potential savings in pumping energy costs.*

- *Water Quality in the Distribution System:* This project consists of analysis of the source water quality, facilities and distribution system design and operations to examine potential recommendations, including potential capital improvements and/or treatment process changes, which could lead to improvement of water quality and/or reduction in maintenance and chemical costs.

*Consultant will analyze the source water quality, facilities and distribution system design and operations, and provide recommendations, including potential capital improvements and/or treatment process changes, which may lead to improvement of water quality and/or reduction in maintenance and chemical costs.*

- *Otay Water Treatment Replacement Alternative (Conceptual Evaluation):* This project consists of a conceptual evaluation to examine the possibility of replacing the existing Otay WTP with a pumping station to pump the local water stored in the Lower Otay Reservoir to the Alvarado WTP utilizing the San Diego County Water Authority's raw water aqueduct (reverse flow).

*Consultant will perform a conceptual evaluation to replace the existing Otay WTP with a pumping station to pump the local water stored in the Lower Otay Reservoir to the Alvarado WTP utilizing the San Diego County Water Authority's raw water aqueduct (reverse flow). The conceptual evaluation must include evaluating the City's ability to feed the existing Otay WTP service area from the Alvarado WTP using the City transmission system, along with a long term look at remaining treatment plant capacity and future system wide demands.*

#### *Special Projects Deliverables*

- Summary report in hardcopy and electronic formats that includes findings and potential opportunities for improvement regarding each of the above special projects.

## Description of Water Facilities

## WATER FACILITIES

### WATER TREATMENT FACILITIES

The City of San Diego Public Utilities Department operates and maintains three water treatment plants (WTPs), the Miramar WTP located at Miramar Lake, the Alvarado WTP located at Lake Murray, and the Otay WTP located at Lower Otay Lake.

#### a. Miramar Water Treatment Plant

The Miramar WTP is a conventional WTP currently rated at 143 mgd with the capability of treating up to 215 MGD if the plant gets re-rated by the California Department of Public Health, (CDPH). The process flow is as follows; influent channel/rapid mix, de-aeration, splitter box, floc/sed basin, ozone, filtration, and storage. The plant chlorinates upstream of filtration and adds ammonia downstream of filtration to create a chloramines residual.

#### b. Alvarado Water Treatment Plant

The Alvarado WTP is a conventional WTP currently rated at 150 MGD. The process flow is as follows; influent channel/rapid mix, floc/sed basin, ozone, filtration, and storage. The plant chlorinates upstream of filtration and adds ammonia downstream of filtration to create a chloramines residual.

#### c. Otay Water Treatment Plant

The Otay WTP is a conventional WTP currently rated at 34.2. The process flow is as follows; influent channel/rapid mix, floc/sed basin, filtration, and storage. The plant doses the water with chlorine dioxide at the influent channel for initial inactivation credits. The plant then chlorinates upstream of filtration and adds ammonia downstream of filtration to create a chloramines residual.

### WATER PUMP STATION FACILITIES

The City of San Diego Public Utilities Department operates and maintains 49 potable water pump stations and four raw water pump stations. The pump stations are located throughout the water system and pressure zones range from 175 up to 1250. These pump stations were built as early as 1949 with flow rates ranging from 150 gpm to 96,000 gpm, and Total Dynamic Head, (TDH) ranging from 45 feet to 537 feet.

### WATER RESERVOIR FACILITIES

The City of San Diego Public Utilities Department operates and maintains 32 potable water reservoirs. The reservoirs are located throughout the water system and have various structural types (circular prestressed, concrete sloped walls, concrete vertical walls, and steel tanks). These reservoirs were installed from as early 1908 to 2007 and have capacities ranging from of 0.5 million gallons up to 36.8 million gallons.



**RAW WATER FACILITIES**

The City of San Diego Public Utilities Department operates and maintains ten city reservoirs (Barrett, El Capitan, Hodges, Miramar, Morena, Murray, Lower Otay, Upper Otay, San Vicente, and Sutherland). The reservoirs supply raw water to the City's three water treatment plants and also are part of the raw water storage system. These reservoirs were built as early as 1901 to 1960, with capacities ranging from approximately 1,200 acre-feet to 113,000 acre-feet. The public is provided supervised recreational access to all of the City's reservoirs for a variety of traditional outdoor activities, including fishing, boating, hiking, picnicking, and waterfowl hunting etc.

All reservoirs above, except Upper Otay and Hodges, have an outlet tower that is used to draft water to convey it to another reservoir or water treatment plant. Morena, Barrett, and Lower Otay make up one raw water subsystem. El Capitan, San Vicente, and Lake Murray make up a second subsystem. Water sources to our reservoirs include local rainfall and imported water from the County Water Authority.

**Description of Wastewater Facilities**

**WASTEWATER FACILITIES****METRO WASTEWATER TREATMENT FACILITIES****a. Point Loma Wastewater Treatment Plant**

The Point Loma Wastewater Treatment Plant, (PLWTP), a Chemically Enhanced Primary Treatment Facility, operates under a 301(h) secondary treatment waiver through a system wide National Pollutant Discharge Elimination System, (NPDES) permit. The basic permit requirements, based on system-wide flows and loads, are for removal of 80% Total Suspended Solids, (TSS) and 58% five-day Biochemical Oxygen Demand, (BOD). The Department goal is to exceed permit requirements by several percentage points, and to meet the BOD removal goal, operating experience indicates that approximately 88% TSS removal is required. Iron salts (ferric and ferrous chloride), and an anionic polymer are used to achieve the enhanced removals. Hydrogen peroxide is added to the plant influent to "reactivate" the iron salts introduced into the collection system. Additionally, chemicals are used for odor control of the plant and for disinfection of the effluent. Raw sludge at approximately 3.5% solids is anaerobically digested prior to pumping the stabilized sludge to the Metropolitan Biosolids Center. Current PLWTP flow is approximately 160 mgd.

**b. Metropolitan Biosolids Center**

The Metropolitan Biosolids Center, (MBC) provides processing for all wastewater biosolids produced by PLWTP and North City Water Reclamation Plant, (NCWRP). Processes include degritting, centrifuge thickening and anaerobic digestion for raw biosolids received from the NCWRP. These biosolids are then mixed with anaerobically digested biosolids from PLWTP before being dewatered with centrifuges. Cake pumps are utilized to transfer the dewatered biosolids from the centrifuges to the biosolids storage silos and from the storage silos to the truck loading bins. In order to minimize cake pumping reliability issues, target maximum dewatered cake solids content is 28% to 30%. Above 30% cake solids, cake pump poppet valve life becomes an issue. Dewatered biosolids meet Class B requirements and is truck transported to a local landfill and beneficially used as daily cover in the landfill operation. Chemical usage is for a flocculation prior to thickening and dewatering (a common Manich polymer is used) and for odor control purposes. MBC processes approximately 90 dry tons of biosolids per day. Processing recycle flows from MBC are discharged into a trunk sewer for conveyance to the PLWTP.

**c. North City Water Reclamation Plant**

The North City Water Reclamation Plant, (NCWRP) produces Title 22 recycled water through the utilization of secondary treatment followed by filtration and disinfection. Raw primary and waste activated sludge produced is blended and pumped at approximately 0.2% solids to MBC through a dedicated pipeline. Primary chemical usage is for disinfection, odor control and flocculation aid. NCWRP currently treats approximately 15 mgd with production of reclaimed water ranging between approximately 3 mgd to 10 mgd based on season and daily demand. Chlorine residual for reclaimed water requires a modal CT value of not less than 450.

**d. South Bay Water Reclamation Plant**

The South Bay water Reclamation Plant, (SBWRP) produces Title 22 recycled water through the utilization of secondary treatment followed by filtration and disinfection. Sludge produced is discharged into a main interceptor sewer for transport to PLWTP. Primary chemical usage is for disinfection, odor control and flocculation aid. Current flow to the plant is approximately 8.5 mgd.

**e. Sewer Pump Stations Odor Control**

A number of the pumping stations throughout the system are equipped with several odor control systems. For the larger stations, six are equipped with chemical scrubbers; two have carbon and 4 provide chemical addition of bioxide or ferrous chloride. Some large stations have two of the above systems. 36 of the smaller "muni" pump stations and three interceptor locations are provided with carbon canister scrubbers. Seven muni pump stations and one interceptor location are provided with bioxide addition.

**f. System-wide Sulfide and Odor Control**

The Department utilizes the PRI-SC process for sulfide control in the main interceptor system and treatment facilities. Iron salts (ferrous chloride) are added to the upper reaches of the collection system, currently 6 locations, and hydrogen peroxide is introduced at downstream locations to regenerate spent iron. Currently peroxide is added at 5 locations with the final location upstream of the treatment plants to provide both sulfide control and assist in achieving enhanced clarification. The process is provided as a full service contract.

**METRO WASTEWATER PUMP STATION FACILITIES**

**a. Pump Station #1**

Pump Station #1 is located on Harbor Drive, between 8th Street in National City and the 32nd Street Naval Station. This pump station is the second largest pump station and is considered a critical component in the Metropolitan Wastewater System. Pump Station #1 receives wastewater generated in the South Bay and Southeast San Diego communities and conveys the wastewater flow north via the eight mile South Metro Interceptor to Pump Station #2. Pump Station 1 houses a total of six sewage pumps and has an average daily flow of 55 million gallons.

**b. Pump Station #2**

Pump Station #2 is the largest pump station in the Metropolitan Wastewater System. This station receives flows from the North Metro interceptor which serves the northern San Diego region and the South Metro interceptor which serves the southern communities of San Diego. The waste water collected by Pump Station 2 is conveyed by two 87-inch diameter force mains to the Point Loma Wastewater Treatment Plant. Pump Station 2 houses a total of eight pumps and has an average daily flow of 150 mgd.

**c. Grove Avenue Pump Station (GAPS)**

## ATTACHMENT B

The GAPS and Conveyance System have a maximum capacity of 18 mgd and it designed to transfer raw wastewater flows from San Ysidro trunk sewer to the SBWRP. The 8,400-square-foot building is a one-story concrete structure with an underground wet well, a mechanical room, and pump rooms. The GAPS internal operating systems include a lift pumping, mechanical, odor control, chemical injection, and HVAC and process systems.

### **d. Otay River Pump Station (ORPS)**

The ORPS and Conveyance System have a designed capacity of 12 mgd and it delivers wastewater flows from the City of San Diego Otay Trunk Sewer and the City of Chula Vista Date/Fairview Trunk Sewer to the GAPS and ultimately to SBWRP. A 36-inch gravity sewer will convey flow from the trunk sewers to the ORPS. A 27-inch force main conveys flow from the ORPS to the GAPS.

## **METRO WASTEWATER PIPELINE FACILITIES**

### **a. Pump Station #1 Force main**

Wastewater flow received by PS1 is conveyed to PS2 through a single 72-inch force main. The PS1 force main is routed along Harbor Drive for a distance of 3,959 feet, followed by the South Metro Interceptor and the South Metro Interceptor Tunnel. PS1 force main is a concrete-lined steel pipe installed in 1963.

### **b. Pump Station #2 Force mains**

Flow from Pump Station 2 is delivered to the Point Loma Wastewater Treatment Plant through the Rosecrans Force Main (Force Main #1) and the Bayside Force Main (Force Main #2). The Rosecrans Force Main was constructed in 1963 and routes along Harbor Drive, Scott Street, Rosecrans Street, Kellogg Street, and San Geronimo Street. This force main consists of approximately 14,500 feet of 87-inch and 600 feet of 72-inch reinforced concrete steel cylinder pipe. The second force main, known as the Bayside Force Main was constructed in 1971 to provide additional hydraulic capacity and provide redundancy should the Rosecrans force main ever fail. The Bayside force main is routed under the San Diego Bay and is approximately 15,000 feet long and consists of 87-inch reinforced concrete steel cylinder pipe.

### **c. North Metro Interceptor (NMI)**

The North Metro Interceptor, (NMI) is a major trunk sewer in the Metro sewerage collection system built in the early 1960's. It serves the northern and the northeastern areas of the City and conveys all the wastewater flows to Pump Station 2. This interceptor is approximately 5.5 miles long and consists of sewer mains ranging from 66 to 114 inches in diameter. NMI consists primarily of reinforced concrete pipe and plastic-lined concrete pipe.

**d. South Metro Interceptor (SMI)**

The South Metro Interceptor (SMI) was built in 1963. It is approximately 15 miles long and consists of gravity sewer main sections varying from 42 to 168 inches in diameter. The SMI travels from Imperial Beach for about 7 miles and connects to Pump Station 1 in National City. The second leg of the SMI heads north under Harbor Drive, routes under downtown San Diego via a tunnel section and connects to Pump Station 2. The SMI consists primarily of reinforced concrete pipe and plastic-lined concrete pipe.

**MUNI WASTEWATER PUMP STATION FACILITIES**

There are a total of 78 Muni wastewater pump stations operated and maintained by the Public Utilities Department. Seventy four (74) of the Muni are smaller pump stations and four are large capacity Muni pump stations (East Mission Gorge PS, PS#65, PS#64, Penasquitos PS). These four major pump stations convey both City and PAs flows. Many of the Muni pump stations (oldest as-built was 1929) have been upgraded and replaced throughout the decades. The pump type varies from dry and wet pits, self priming, and in-line booster. They are located throughout the City.

**MUNI WASTEWATER TRUNK SEWER FACILITIES**

The City's sewer system has 123 trunk sewers that include all sewers over 15 inches in diameter. These trunk sewers are located within the City and primarily serve City residents; although some convey Participating Agencies flows. Trunk sewer diameters vary from as small as 12 inches up to 114 inches. The oldest of these were built in 1952 and include materials from RCP, PLRCP, STL, RPM, VC, and P VC. These sewers convey the highest flows and are most likely to experience increased flows due to future development.

## **Chemical and Energy Projects**

**STUDIES AND PROJECTS THAT POTENTIALLY AFFECT FUTURE CHEMICAL USAGE AT THE WASTEWATER FACILITIES**

**a. Point Loma Wastewater Treatment Plant**

- Point Loma Disinfection Demonstration Project - Ongoing
- PRISC-CEPT (Peroxide Regeneration of Iron for Sulfide Control and Chemically Enhanced Primary Treatment) System wide - Ongoing
- PRIDE (Peroxide Regeneration of Iron for Digester Enhancement) Pilot study - completed
- Flow paced chemical dosing based on TSS loading - completed

**b. Metropolitan Biosolids Center**

- Dewatering Centrifuge Replacement - Ongoing
- Odor Control System Upgrades - Ongoing
- Chemical System Upgrades - Ongoing
- Comparison of Ferrous Chloride vs. Ferric Chloride for Digester H<sub>2</sub>S Control. (Study concluded that ferrous chloride should be utilized resulting in substantial savings.)
- Need for Sodium Hydroxide for Digester pH control. (Study resulted in digester pH control system being decommissioned.)
- Effluent Pumping Station (Area 94) Odor Control System - Operations Modification. (Study findings concluded that odor intensity was sufficiently low that the chemical scrubbers could be bypassed with the foul air treated by only the activated carbon scrubber.

**c. North City Water Reclamation Plant**

- Comparison of ferrous chloride vs ferric chloride for sulfide control in blended sludge. (Study indicated ferrous chloride)
- Studies were performed to optimize ferrous chloride and hydrogen peroxide additions for sulfide control at Pump Stations 64, and 65 and at the Penasquitos Pump stations which are tributary to North City Water Reclamation Plant.
- Optimization of Oxidation Reduction Potential, (ORP) and pH control for chemical odor control systems.
- Disinfection optimizations study resulted in lowering the chlorine residual for reclaimed water.

**d. South Bay Water Reclamation Plant**

- Optimization study changed the sodium hypochlorite additions to the UV channel for algae control from a continuous basis to 12 hour cyclic feed.



## ATTACHMENT C

- Collection System H<sub>2</sub>S Control Data analysis, fine tuning and consideration of additional application sites of the PRISC system is a continual process, performed by the City and the System provider, US Peroxide

### e. Collection System H<sub>2</sub>S Control

- Pit Raider Pilot Study at the Del Mar Pump Station (“Pit Raider” is a proprietary bacterial solution used for odor and grease control.)

## ONGOING AND PLANNED ENERGY PROJECTS/STUDIES

The Consultant shall review these projects/studies to prevent duplication of effort and to evaluate actions being taken by the Department.

## WATER FACILITIES

- Lighting Retrofit Project for Otay Water Treatment Plant, Alvarado Laboratory Building, MOC parking lots, NCWRP outdoor lights, and Sewer Pump Station 1
- Convert electrical hot water heaters to natural gas at the Alvarado Laboratory
- Stoneridge and Los Penasquitos Water Reservoirs and associated pump station systems optimization (report expected in Summer of 2012)
- Addition of energy use evaluation module to water system modeling (ongoing project)
- Installation of a hydroelectric pressure reducing station (site selections) for conceptual study (expected in summer of 2012)

## WASTEWATER FACILITIES

- Re-commissioning the SBWRP HVAC system
- Install air to water heat pump on the planned seven 2000kW backup generators
- Assist with energy incentives for the MBC centrifuge replacement and upgrade
- Investigate alternatives to the use of air gap systems for portable water back flow protection systems (SBWRP report expected in late June 2012)
- East Mission Gorge Pump Station- addition of pump and motor turning gears with potential wet well and force main modifications (report expected in summer of 2012)
- Evaluation of the PV systems (ongoing)
- Options for selling the Gas Utilization Facility, (GUF) and North City Cogeneration Facility Expansion, (NCCFE) renewable energy (determination expected in October of 2012)

## COMPENSATION AND FEE SCHEDULE

**1. Amount of Compensation**

City and Consultant agree that the Amount of Compensation is specified in Article III of this Agreement.

**2. Schedule**

The Contract Amount for this Agreement is \$5,150,000.

Description	Amount
Professional Services in accordance with Exhibit A, Scope of Services for Operations Optimizations, Tasks 1 through 7.	Not-to-Exceed \$4,470,000
Additional Services in accordance with Exhibit A, Scope of Services for Operations Optimizations, Task 8 (if authorized by City in accordance with Section 3.2 of this Agreement).	Not-to-Exceed \$680,000
<b>Total Contract Amount Not-to-Exceed</b>	<b>\$5,150,000</b>

**3. Labor Rates**

A. Labor billing rates shall be Consultant's and Subconsultant's burdened rates for job classifications listed in Schedule B-1.

**4. Other Direct Expenses for Consultant and Subconsultant**

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

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

C. 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>).

D. 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.

E. All Consultant and sub-consultant direct costs - are reimbursed as a "direct expense" at actual cost (receipts required) and in accordance with the attached billing schedules listed in Schedule B-1 and shall not contain Mark Up.

F. Client requested direct expenses - will be billed at cost.

G. Meals - can be billed that are associated with travel. No other refreshments/meals can be billed.

**SCHEDULE B-1**  
**Proposal Specific Staff**  
**Billing Rates**

<b>CH2M HILL Engineers, Inc.</b>		
<b>Labor Billing Rates</b>		
<b>Classification</b>		
<b>Principal In Charge*</b>		
Principal In Charge	Richard Pyle	\$270
Project Director	Scott Haskins	\$270
Principal In Charge Planner	TBD	\$270
Principal In Charge Scientist	TBD	\$270
<b>Principal Professional*</b>		
Deputy Project Director	Karen Kovolo	\$227
Principal Professional - Technical Lead	Steve McNicol	\$227
Principal Professional - Biosolids	TBD	\$227
Principal Professional - Water	TBD	\$227
Principal Professional - Wastewater	TBD	\$227
Principal Professional – Modeling Support	TBD	\$227
Principal Professional – CH Task Lead	TBD	\$227
Principal Professional – CH SME	TBD	\$227
<b>Senior Professional*</b>		
Senior Professional Engineer - Biosolids	TBD	\$198
Senior Professional Engineer	TBD	\$198
Senior Professional Consultant	TBD	\$198
Senior Professional Consultant	TBD	\$198
Senior Professional Planner	TBD	\$198
Senior Professional Scientist	TBD	\$198
<b>Project Professional*</b>		
Project Professional Engineer	TBD	\$150
Project Professional Consultant	TBD	\$150
Project Professional Consultant	TBD	\$150
Project Professional Consultant	TBD	\$150
Project Professional Planner	TBD	\$150
Project Professional Scientist	TBD	\$150
Project Professional Contracts	TBD	\$150
<b>Staff Professional*</b>		
Staff Engineer	TBD	\$130
Staff Engineer	TBD	\$130
Staff Engineer	TBD	\$130
Staff Engineer	TBD	\$130
Staff Consultant	TBD	\$130
Staff Consultant	TBD	\$130
Staff Planner	TBD	\$130
Staff Scientist	TBD	\$130
Staff Contracts	TBD	\$130
Senior Technician	TBD	\$143
Staff Project Controls	TBD	\$130
Technician	TBD	\$112
Technical Editor	TBD	\$104
Office/Clerical	TBD	\$65
Office/Clerical	TBD	\$65
Office/Clerical	TBD	\$65

## STAFF BILLING RATES ADDITIONAL NOTES

Additional notes regarding staff billing rates include:

- \* Billing rate classifications include engineering, consulting, planner and scientist disciplines.
  - 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.
  - To maintain flexibility and cost-effectiveness, transfers of time between the tasks and listed personnel is allowed upon Department's Project Manager written approval.

## OTHER DIRECT COSTS

Examples of other direct cost expenditures that are currently anticipated include:

- Reprographics (e.g., production copying and report generation)/exhibit boards, etc.
- Conference room rental
- Postage/Deliveries (e.g., courier service)/Fed Ex
- Project Supplies
- Airfare
- Lodging
- Transportation (e.g., mileage reimbursement rental car, rental car fuel, parking fee, shuttle, Amtrak, taxi, etc)
- Meals associated with travel
- Client requested direct expenses

## OTHER DIRECT COSTS ADDITIONAL NOTES

Additional notes regarding other direct cost expenditures include:

- Travel expenses (associated with airfare, train, rental car, rental car fuel, parking fees, shuttle, Amtrak, taxi, etc) will be the lowest/most reasonable fare available and will be reimbursed at actual cost (receipts required).
- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Lodging and Per Diem will be reimbursed at actual cost (receipts required) up to the maximum allowed for the San Diego Region in accordance with the latest U.S. General Services Administration (GSA) rates.
- No mark-up on ODC's or sub-consultant agreements.

Bailey Environmental Associates, LLC

FEE SCHEDULE

Principal, Senior Consultant

\$172.00 per hour

# BLP ENGINEERS, INC.

## BILLING RATES

<u>CLASSIFICATION</u>	<u>CATEGORY</u>	<u>BILLING RATE</u>
Administration Staff	Project Support	\$80/hr
	Senior Project Support	\$95/hr
Technical Support Staff	Designer/Drafter/Technician	\$100/hr
	Senior Designer/Drafter/Technician	\$135/hr
Professionals	Project Engineer 1	\$100/hr
	Project Engineer 2	\$125/hr
	Project Engineer 3	\$160/hr
	Senior Project Engineer	\$ 180/hr
	Project Manager	\$190/hr
Executives/Managers	President /Vice President/Principal	\$199/hr

**Brown and Caldwell Schedule of Hourly Billing Rates  
City of San Diego Operations Optimization Project – Rev 1**

<b>Level</b>	<b>Engineering</b>	<b>Technical/Scientific</b>	<b>Administrative</b>	<b>Hourly Rate<sup>1</sup></b>
A			Office/Support Services I	\$64
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$78
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$83
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV Project Coordinator I Senior Accounting Clerk	\$93
E	Engineer I Senior Drafter Senior Illustrator Assistant Designer Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician GIS Specialist I	Accountant II Word Processor IV Executive Support Services I  Project Analyst II Project Coordinator II	\$111
F	Engineer II Inspector II Lead Drafter Lead Illustrator Designer	Geologist/Hydrogeologist II Scientist II GIS Specialist II	Accountant III Technical Writer Word Processing Supervisor  Executive Support Services II Project Analyst III	\$130
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III Health & Safety Risk Manager I		\$154
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer Chief Drafter	Senior Geologist/Hydrogeologist Senior Scientist Health & Safety Risk Manager II	Senior Technical Writer	\$173
I	Principal Engineer Principal Construction	Principal Geologist/ Hydrogeologist Principal Scientist Health & Safety Risk		\$196

**Brown and Caldwell Schedule of Hourly Billing Rates  
City of San Diego Operations Optimization Project – Rev 1**

<b>Level</b>	<b>Engineering</b>	<b>Technical/Scientific</b>	<b>Administrative</b>	<b>Hourly Rate<sup>1</sup></b>
	Engineer Supervising Designer	Manager III		
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer Chief Designer	Supervising Scientist Supervising Geologist/ Hydrogeologist Health & Safety Risk Manager		\$203
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist Senior Health & Safety Risk Manager		\$227
L	Chief Engineer Executive Engineer CAD Leader	Chief Scientist Chief Geologist/Hydrogeologist		\$244
M	Vice President			\$244
N	Senior Vice President			\$244

<sup>1</sup> Brown and Caldwell's hourly rates include \$8.00/labor hour of Associated Project Cost (APC). The APC covers Brown and Caldwell's internal costs related to network infrastructure and IS support, computers, e-mail, telephones, cell phones, reproduction, and postage.



CNC Engineers  
**Standard Rate Schedule**

<b><u>Category:</u></b>	<b><u>Hourly Rate:</u></b>
Company Officer	\$ 195.00
Principal Engineer	\$ 170.00
Senior Engineering Consultant	\$ 160.00
Senior IT Expert	\$ 155.00
Senior Systems Engineer	\$ 155.00
Senior Software Engineer	\$ 155.00
Senior Communications Engineer	\$ 155.00
Engineer	\$ 125.00
Assistant Engineer	\$ 110.00
Senior Designer	\$ 105.00
CADD	\$ 75.00
Software Service (Normal Business Hours)	\$ 155.00
Software Service (Nights & Saturdays)	\$ 230.00
Software Service (Sundays & Holidays)	\$ 295.00

**Terms and Conditions:**

1. The City will pay undisputed portions of invoices from CH2M Hill within thirty calendar days of receipt. CH2M Hill is responsible for all subconsultant invoices.
2. Normal Business Hours are 8AM — 5PM Monday through Friday, excluding holidays.
3. Materials will be provided at List cost + Tax + Shipping.
4. Hazardous Location Rates are 1.5 times normal rates shown above.
5. Hours are "Portal to Portal" (from originating CNC Office).
6. Expenses are billed at cost.
7. Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

**DHK ENGINEERS, INC  
1851 SKHILL PLACE  
ESCONDIDO, CA 92026**

**2013 HOURLY RATE SCHEDULE**

<b>PRINCIPAL/PROJECT MANAGER</b>	<b>\$167.00</b>
<b>SENIOR ENGINEER</b>	<b>\$143.00</b>
<b>PROJECT ENGINEER</b>	<b>\$118.00</b>
<b>TECHNICAL RESOURCE</b>	<b>\$ 93.00</b>
<b>FIELD SUPPORT TECHNICANS</b>	<b>\$ 79.00</b>
<b>CLERICAL ADMINISTRATION</b>	<b>\$ 47.00</b>

**DLM Engineering**  
**14220 Sandhill Rd.**  
**Poway, CA 92064**

**2013 HOURLY RATE SCHEDULE**

**Principal/Project Manager**

**\$180.00**

**Other Direct Cost**

**At Cost**

**Mileage**

Mileage reimbursement rate

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

Hunter Pacific Group

PROGRAM MANAGEMENT SERVICES

CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL CLASSIFICATION	HOURLY RATE
-----------------------------	-------------

Principal	\$ 170.00
Senior Project Cost Estimator	\$ 155.00
Senior Electrical / Mechanical Cost Estimator	\$ 155.00
Senior Scheduler	\$ 155.00
Cost Estimator	\$ 115.00

1. Reimbursable expenses such as photocopying/reproduction, blueprint, allowable travel expenses, messenger and delivery services will be reimbursed at cost.
2. Hunter Pacific Group maintains professional liability, general liability and workers compensation insurance.

## Proteus Consulting

### 2013 STANDARD SCHEDULE OF CHARGES

Effective January 1, 2013

#### Engineering

Project Director	\$200.00/hr
Program Manager	\$190.00/hr
Principal Engineer	\$180.00/hr
Project Manager II	\$180.00/hr
Project Manager I	\$170.00/hr
Senior Engineer III	\$170.00/hr
Senior Engineer II	\$160.00/hr
Senior Engineer I	\$150.00/hr
Project Engineer IV	\$150.00/hr
Project Engineer III	\$140.00/hr
Project Engineer II	\$130.00/hr
Project Engineer I	\$120.00/hr
Project Coordinator	\$100.00/hr

#### Field Personnel

Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$180.00/hr
Construction Manager	\$170.00/hr
Project Manager	\$160.00/hr
Resident Engineer	\$160.00/hr
Construction Inspector II	\$120.00/hr

#### Grants / Permitting

Manager	\$150.00/hr
Senior Writer	\$140.00/hr
Coordinator	\$130.00/hr
Administrator	\$120.00/hr

#### Office

3D Graphic Artist	\$140.00/hr
Website Development	\$130.00/hr
Senior Writer	\$130.00/hr
Senior Designer	\$130.00/hr
Designer	\$120.00/hr
Assistant Designer	\$110.00/hr
GIS Specialist II	\$120.00/hr
GIS Specialist I	\$110.00/hr
CADD Operator II	\$110.00/hr
CADD Operator I	\$100.00/hr
Technical Editor II	\$100.00/hr
Technical Editor I	\$ 90.00/hr
Clerical Administration I	\$ 75.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at the direct cost.

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

**Invoices:** The City will pay undisputed portions of invoices from CH2M Hill within thirty calendar days of receipt. CH2M Hill is responsible for all subconsultant invoices.

**Roesling Nakamura Terada Architects, Inc. (RNn****STANDARD HOURLY BILLING RATES****Roesling Nakamura Terada Architects, Inc. (RNT)**

	<i>Per Hour</i>
Principal	\$212
Principal Architect/Coordinator	\$212
Associate/Project Manager	\$180
Project Architect	\$153
Designer	\$133
Draftsperson	\$116
Clerical	\$74

## PRICING SCHEDULE

### Supply Chain Consulting and Project Work\*

- Principal Consultant \$1,650/ day
- Senior Consultant \$1,850/ day
- Partner \$2,250/ day

### Vested Outsourcing Consulting and Project Work\*

- Senior Consultant \$2,000/ day
- Partner \$2,500/ day

### Vested Project Based Pricing\*

- Deal Review (remote closing) \$20,000 (\$15,000 for next 3)
- Onsite deal review workshop \$5,000 (add to deal review fee)
- Client education workshops \$10,000/ day
- Roadmap and Plan for pilot \$30,000- Combination of days & workshops
- Business Development Workshop \$5,000/day

### Vested Outsourcing Training (University of Tennessee)

- Open Enrollment Classes Published rate
- On site Vested training Published rate

\*Plus travel expenses

Travel expenses will be billed at actual cost with no mark-up

In the event, a Project requires FAR rates, the Parties agree that these rates may be modified in accordance therewith.

**Schedule B-2**  
**Detail Project Costs - Consultant Services for Operation Optimization**

Labor by Category Billing Rate by Category		CH2M HILL											Subs		Prime and Subs		
		Principal in Charge	Prog Mgr	Dep Prog Mgr	Task Lead	SME	Modeler	Staff Project Controls	Clerk	CH2M HILL Labor	CH2M HILL Expenses	CH2M HILL Total	Subconsultant Total		Total		
		\$270	\$270	\$227	\$227	\$227	\$198	\$130	\$65	Hrs	\$	\$	\$	Hrs	\$	Hrs	\$
Task #	Task Description																
1.000	Program Integration																
1.100	Project Work Plan, Schedule & Budget Development/ Implementation	96	224	980	0	0	580	48	1928	\$387,380	\$13,627	\$401,007	715	\$ 134,658	2,643	\$535,665	
1.200	Project Management Core Team/Steering Committee	60	84	397	112	0	0	0	653	\$154,486		\$154,486	84	\$ 15,960	737	\$170,446	
1.300	Facility Evaluations Oversight Team	32	64	213	160	0	0	0	469	\$110,644		\$110,644	160	\$ 30,400	629	\$141,044	
2.000	Facility Evaluation (Energy, Chemicals and Biosolids)																
2.100	Facility Evaluation Preparation	0	3	65	90	260	153	0	571	\$125,372		\$125,372	234	\$ 44,460	805	\$169,832	
2.200	On-site Facility Evaluation	0	0	189	512	1,398	1,598	0	3761	\$797,100	\$29,131	\$826,231	2797	\$ 529,047	6,558	\$1,355,277	
3.000	Business Process & Management System - Enterprise Review																
3.100	Warehousing & Supply Chain Management	0	40	45	32	0	0	0	24	\$29,902	\$3,160	\$33,062	60	\$ 11,400	201	\$44,462	
3.200	Data Utilization	0	24	29	128	0	0	0	24	\$43,742		\$43,742	715	\$ 134,658	920	\$178,400	
4.000	Business Process & Management System - Operations, Maintenance and Laboratory Review																
4.100	Facility Operations	8	8	233	256	426	6	0	48	\$216,396	\$63,373	\$279,769	1147	\$ 216,738	2,132	\$496,507	
4.200	Maintenance Processes	0	0	93	132	64	192	0	0	\$103,682		\$103,682	232	\$ 44,080	713	\$147,762	
4.300	Laboratory Operations	0	0	37	0	48	196	0	0	\$58,166		\$58,166	48	\$ 9,120	329	\$67,286	
5.000	Optioneering/Alternatives Development Deliverables																
5.100	Alternatives Development for BCEs Identified Capital Improvements from Phase 1	0	0	0	48	48	432	0	0	\$107,328	\$6,518	\$113,846	763	\$ 143,778	1,291	\$257,624	
5.200	Cost Benefits & Risks Identification (total of 9 mid-level effort BCEs - 1 for each facility or functional area)	0	0	0	24	962	216	0	0	\$266,590		\$266,590	16	\$ 3,040	1,218	\$269,630	
5.300	Draft/Final Report and Presentation	8	8	109	49	159	30	0	48	\$85,402		\$85,402	50	\$ 9,500	461	\$94,902	
6.000	Final Report and Presentation	8	8	109	60	108	0	0	72	\$71,942	\$7,308	\$79,250	809	\$ 152,518	1,174	\$231,768	
7.000	Special Projects																
7.100	Water Supply Costs	12	0	0	0	104	0	0	24	\$28,408		\$28,408	0	\$ -	140	\$28,408	
7.200	Water Quality in the Distribution System	20	0	0	0	0	0	0	24	\$6,960		\$6,960	0	\$ 101,460	44	\$108,420	
7.300	Otay Water Treatment Replacement Alternative (Conceptual Evaluation)	20	0	0	0	0	0	0	24	\$6,960		\$6,960	869	\$ 163,918	913	\$170,878	
SubTotal - Consultants		264	463	2,502	1,603	3,577	2,823	580	400	12,212	\$2,600,458	\$123,117	\$2,723,575	8699	\$ 1,744,737	20,911	\$4,470,000
8.000	Additional Services									2,930	\$620,580	\$8,120	\$ 628,700	270	\$ 51,300	3,200	\$680,000
<b>Total</b>										15,142	\$3,221,038	\$131,237	\$3,352,275	8,969	\$ 1,796,037	24,111	\$5,150,000



**EXHIBIT C**

**TIME SCHEDULE**

Project Schedule - Consultant Services for Operations Optimization

Task	Task Name	Task Duration / (Calendar Days)
1.0	Program Integration	
1.1	Project Work Plan, Schedule & Budget Development/ Implementation	729
1.2	Project Management Core Team	729
1.3	Facility Evaluations Oversight Team	729
2.0	Facility Evaluations	
2.1	Facility Evaluation Preparation	
	Miramar	14
	Point Loma	14
	Alvarado	13
	North City WRP	13
	Otay	15
	South Bay WRP	15
	Metro Biolids Center	15
	Collection System Assets	15
	Distribution System Assets	15
2.2	On-site Facility Evaluation	
	Miramar	60
	Point Loma	60
	Alvarado	60
	North City WRP	60
	Otay	59
	South Bay WRP	59
	Metro Biolids Center	59
	Collection System Assets	45
	Distribution System Assets	45
3.0	Business Process Management System - Enterprise Review	
3.1	Warehousing & Supply Chain Management	30
3.2	Data Utilization	30
4.0	Business Process Management System - Operations, Maintenance and Laboratory Review	
4.1	Facility Operations	
	Miramar	21
	Point Loma	21
	Alvarado	23
	North City WRP	23
	Otay	22
	South Bay WRP	22
	Metro Biolids Center	30
	Collection System Assets	30
	Distribution System Assets	30
4.2	Maintenance Processes	
	Miramar	22
	Point Loma	22
	Alvarado	22
	North City WRP	22
	Otay	22
	South Bay WRP	22
	Metro Biolids Center	22
	Collection System Assets	22
	Distribution System Assets	22
4.3	Laboratory Operations	22
4.4	Draft Report and Presentation	44
5.0	Optimizing Alternatives Development/Deliverables	
5.1	Alternatives Development for BCEs Identified Capital Improvements from Phase 1	
	Miramar	15
	Point Loma	15
	Alvarado	15
	North City WRP	15
	Otay	13
	South Bay WRP	13
	Metro Biolids Center	13
	Collection System Assets	15
	Distribution System Assets	15
5.2	Cost Benefits & Risks Identification	
	Miramar	14
	Point Loma	14
	Alvarado	14
	North City WRP	14
	Otay	13
	South Bay WRP	13
	Metro Biolids Center	13
	Collection System Assets	14
	Distribution System Assets	14
5.3	Draft/Final Reports and Presentations	30
6.0	Final Report and Presentation	
7.0	Special Project	
7.1	Water Supply Costs	22
7.2	Water Quality in the Distribution System	30
7.3	Otay Water Treatment Replacement Alternative (Conceptual Evaluation)	27
8.0	Additional Services (PBD)	

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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    BB. Subcontractors List .....11  
    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.

## EXHIBIT D

- 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.

## EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

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).

## EXHIBIT D

**“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

**EXHIBIT D**

Dept. of General Services:  
CA Public Utilities Commission:  
City of Los Angeles:  
SD Regional Minority Supplier Diversity Council:

DVBE  
MBE, WBE  
DBE, WBE, MBE  
MBE, WBE

**IX. List of Attachments.**

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





City of San Diego

ATTACHMENT AA

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 235-5209

**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: CH2M HILL Engineers, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9191 South Jamaica Street

City: Englewood County: Arapahoe State: CO Zip: 80112

Telephone Number: (303) 771-0900 FAX Number: (720) 286-9250

Name of Company CEO: Lee McIntire

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

Address: 402 West Broadway, Suite 1450

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 687-0110 FAX Number: (619) 687-0111

Type of Business: Engineering Consultants Type of License: Multiple

The Company has appointed: John Madia

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: 9191 South Jamaica Street, Englewood, CO 80112

Telephone Number: (303) 791-0900 FAX Number: (720) 286-9250

- 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 CH2M HILL Engineers, Inc.,

*(Firm Name)*

San Diego, CA hereby certify that information provided

*(County)*

*(State)*

herein is true and correct. This document was executed on this 28<sup>th</sup> day of August, 20 12.

\_\_\_\_\_  
*(Authorized Signature)*

Angela Vivanco  
*(Print Authorized Signature)*

**WORK FORCE REPORT** – NAME OF FIRM: CH2M HILL Engineers, Inc. DATE: 8/30/12

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1		1					18	2		
Professional			1	1	7	3					6	12	3	
A&E, Science, Computer														
Technical											1			
Sales														
Administrative Support		1	1								1	2		
Services														
Crafts											1			
Operative Workers	1		2								4			
Transportation														
Laborers*														

Totals Each Column	1	1	5	2	7	4					31	16	3	
--------------------	---	---	---	---	---	---	--	--	--	--	----	----	---	--

Grand Total All Employees 70

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



## CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### **Exhibit: Work Force Report Job categories**

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

#### **Management & Financial**

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

#### **Professional**

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

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

<b>Architecture &amp; Engineering, Science, Computer</b>
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

<b>Technical</b>
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

<b>Sales</b>
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

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

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

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

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

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

<b>Transportation</b>
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

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

## 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
Nick Kanetis, PE <b>Brown and Caldwell</b> 9665 Chesapeake Drive, Suite 201 San Diego, CA 92123 (858) 514-8822	Water & Wastewater Process Optimization	30	OBE	
Don McFarlane <b>DLM Engineering</b> 14220 Sandhill Road Poway, CA 92064 (858) 414-7801	Facilities Planning, Water System Optimization	3	ELBE	City of San Diego
Harold Bailey, PhD <b>Bailey Environmental Associates, LLC</b> 4220 Eastridge Drive La Mesa, CA 91941 619 850 9645	Process Mapping, Facilities Planning Technical Writing	3	ELBE SBE	City of San Diego SDWWA
Boris Pastushenko, PhD <b>BLP Engineers, Inc.</b> 1533 Honey Hill Road El Cajon, CA 92020 760 458 1016(c); 408 520 0194(b)	Pump Station/ Biosolids/System Planning	10	SLBE	City of San Diego
Cyrus Moaveni <b>CyberNet Consulting, Inc.</b> 2244 Faraday Avenue, Suite 188 Carlsbad, CA 92008 858 829 2150	Controls	2	SLBE	City of San Diego
Don King, President <b>DHK Engineers, Inc.</b> 1851 Skyhill Place Escondido, CA 92026 760 747 9553	Energy Local Utility Coordination Odor Control	4	ELBE	City of San Diego
Celia Hunter <b>Hunter Pacific Group</b> 363 Fifth Avenue, Suite 200 San Diego, CA 92101 619 232 2321	Cost Estimating	2	ELBE	City of San Diego
Soma Bhadra, CEO <b>Proteus Consulting</b> 13738 Stoney Gate Place San Diego, CA 92128 858 353 2805	Water & Wastewater Process Data Entry	4	ELBE	City of San Diego

ATTACHMENT BB

Kotaro Nakamura, AIA, LEED AP <b>RNT Architects</b> 363 Fifth Avenue, Suite 202 San Diego, CA 92101 619 233 1023	Facilities Planning	2	SBE	California DGS

\* Listed for informational purposes only.

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

List of Abbreviations:

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

**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:** City of San Diego Consulting Services for Operation Optimizations (H135825)

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:** CH2M HILL Engineers, Inc.

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

Signed   
Printed Name Richard Pyle  
Title Vice President  
Date 5/28/2013



## City of San Diego Consultant Performance Evaluation

**EXHIBIT F**

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)							
<b>4. Design</b>							
4a. Agreement Date: _____ Resolution #: _____ \$ _____							
4b. Amendments: \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)							
4c. Total Agreement (4a. & 4b.): \$ _____							
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates:						
	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	100 %
	Agreement	_____	_____	_____	_____	_____	_____
	Delivery	_____	_____	_____	_____	_____	_____
	Acceptance	_____	_____	_____	_____	_____	_____
<b>5. Construction</b>							
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 _____					

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	NA	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	NA
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	NA
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 G**

**CONTRACTOR / VENDOR  
REGISTRATION FORM**

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

All prospective 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:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

**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:



**Contractor/Vendor Registration Form – Page 2**

**Description:**

CH2M HILL Engineers, Inc.

Site Selection, Infrastructure Planning, Energy Management and Planning, Integrated Water Management, Planning, Licensing and Permitting, Project Financing, Project Development, Architecture and Programming, Program Management, Project Management and Integration

All Engineering Disciplines: Civil, Structural, Mechanical, Electrical Process Design, Construction, Commissioning, Startup, Facilities Management, Decontamination and Decommissioning, LEED @ Certification, Regulatory Compliance, Management and Implementation, City Operations Services, Sustainable Development and Natural Resource

**Product/Services Information:**

NIGP Codes:

\* 541330 - Engineering Services, 221310 - Water Supply & Irrigation System, 223200- Sewage Treatment Facilities, 237110 - Water & Sewer Line and Related Structures Construction, 237310- Highway, Street & Bridge Construction, 541310 - Architectural Services, 54160 - Environmental Consulting Services, 562910 - Remediation Services, 562998 - All Other Miscellaneous Waste Management Services 236210 Industrial Bldg. Constr, 237110 Water & Sewer Line & Related Structure Construction, 237990 - Other Heavy & Civil Engineering Construction

\*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.**

<b>Primary Owner of the Firm</b> (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: \*

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

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

**Ownership Classification**

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

**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:**

City of San Diego Consulting Services for Operation Optimizations (H135825)

**B. BIDDER/CONTRACTOR INFORMATION:**

CH2M HILL Engineers, Inc.

Legal Name	DBA		
402 W. Broadway, Suite 1450	San Diego	CA	92101
Street Address	City	State	Zip
Richard Pyle, Vice President	(619) 687-0120 x 37269		(619) 687-0111
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 H**

**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: 11/26/2003 State of incorporation: Delaware

List corporation's current officers: President: Michael McKelvy  
Vice Pres: Daniel Reynolds  
Secretary: Sarah Hilty  
Treasurer: Steve Matthews

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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed:  / /  State of formation: \_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed:  / /  State of formation: \_\_\_\_\_

List names of all firm partners:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date started: \_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 H

### E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

### F. PERFORMANCE HISTORY:

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

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

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

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

### G. COMPLIANCE:

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

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

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

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

**EXHIBIT H**

**H. BUSINESS INTEGRITY:**

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

Yes  No

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

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

Yes  No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated:     /    /    

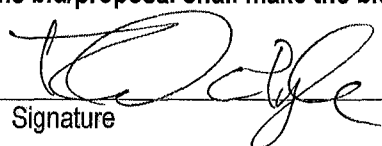
**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

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

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

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

Richard Pyle, Vice President  
Print Name, Title

  
Signature

5/28/2013  
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.

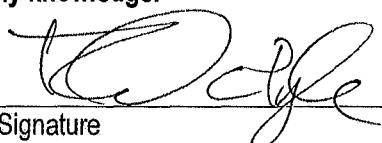
Section G - CH2M HILL Engineers, Inc. and its aligned entities strive to maintain a strong philosophy of resolving disputes, whenever possible, without resorting to litigations. Where there have been some disputes, claims, arbitrations or lawsuits in the normal course of business, the number of such instances is minimal, especially considering the nature of work and the size of the company. The company considers its claims and related negotiations or resulting settlements to be confidential to the company and its clients. When the outcome of pending disputes is often difficult to predict, the senior management and General Counsel believe that no pending dispute, claim, arbitration or lawsuit will result in a material adverse impact on the company's consolidated financial statements or its ability to perform its obligations under any contract.

C.1 Name Changes

Newco LG Engineering, Inc. 11/26/2003 - 12/9/2003  
Lockwood Greene Engineering, Inc. 12/9/2003 - 12/10/2003  
Lockwood Greene Engineers, Inc. 12/10/2003 - 8/20/2007  
CH2M HILL Engineers, Inc. 8/20/2007 - Present  
Changes due to Business Decisions

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.

Richard Pyle, Vice President  
Print Name, Title

  
Signature

5/28/2013  
Date

## EXHIBIT I

### 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](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](http://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
2. Name of Specific Consultant & Company: CH2M Hill Engineers, Inc.
3. Address, City, State, ZIP: 9191 South Jamaica Street, Englewood, CO 80112
4. E-mail Address: Richard.Pyle@CH2M.com
5. Date of Assuming Office:
6. Project Title (as shown on 1472, "Request for Council Action"): Agreement between City of San Diego and CH2M Hill Engineers, Inc. for the Operation Optimizations Consultant Services
7. Consultant Duties for Project: Provides Consulting Services for Operation Optimizations

8. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

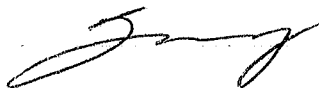
Check Box  Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

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

- or -

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

Guann Hwang/Deputy Director



[Date]

4/10/13

## EXHIBIT I

### 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.

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

## COMPANY INFORMATION

Company Name: CH2M HILL Engineers, Inc.	Contact Name: Richard Pyle
Company Address: 402 West Broadway, Suite 1450	Contact Phone: (619) 687-0120 x 37267
San Diego, CA 92101	Contact Email: Richard.Pyle@ch2m.com

## CONTRACT INFORMATION

Contract Title: City of San Diego Consulting Services for Operation Optimizations	Start Date:
Contract Number (if no number, state location): (H135825)	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](http://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 Pyle, Vice President

5/28/2013

Name/Title of Signatory

Signature

Date

## FOR OFFICIAL CITY USE ONLY

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_



**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

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

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

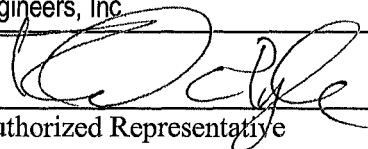
If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the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

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

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

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

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

CH2M HILL Engineers, Inc  
Name of Firm \_\_\_\_\_  
Signature of Authorized Representative  \_\_\_\_\_  
Richard Pyle, Vice President  
Printed/Typed Name \_\_\_\_\_  
5/28/2013  
Date \_\_\_\_\_

**CONSULTANT CERTIFICATION**

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** City of San Diego Consulting Services for Operation Optimizations (H135825)

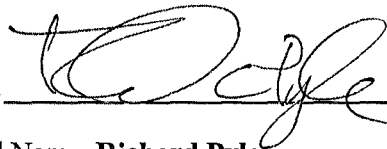
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

CH2M HILL Engineers, Inc.

(Name under which business is conducted)

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

Signed



Printed Name **Richard Pyle**

Title **Vice President**