



THE CITY OF SAN DIEGO

MEMORANDUM

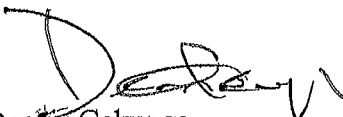
DATE: June 28, 2013

TO: Guann Hwang, Deputy Director, Public Utilities, Engineering & Program Management

FROM: Dennis Gakunga, Director, Purchasing & Contracting

SUBJECT: Sole Source Request for Perform Minor Repairs under A&E Contracts for Condition Assessment Inspections

Your Sole Source Request for the above subject with Black and Veatch was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2851. For questions, please contact Downs Prior at x55298.


Dennis Gakunga
Director, Purchasing & Contracting

DG/ks

cc: Monika Smoczynski, Public Utilities, EPM
Pete Wong, Senior Civil Engineer, Public Utilities, EPM
Leonard Wilson, Senior Civil Engineer, Public Utilities, EPM
Richard VanderSchaaf, Associate Engineer - Civil, Public Utilities, EPM

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

DATE: 6/25/2013
TO: Dennis Gakunga
FROM: Downs Prior
SUBJECT: Sole Source Request — Black and Veatch for Consultant Services for Three Water Transmission Pipelines Condition Assessment (H135835)

Negotiated Total:

Dept. Est. Total: \$150,000.00

Vendor: Black and Veatch

Expiration Date: One-Time Purchase

Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source award of this Three Water Transmission Pipelines Condition Assessment (H135835) contract is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

NOTE: This sole source is for only the "Minor Repairs Allowance" portion of the Scope of Services, with a cumulative maximum value of 5% (\$150,000) of the total contract value of \$2,999,946.

Under normal circumstances, the City's procurement policies preclude public construction work from being performed under A&E contracts, which is the contract vehicle by which water pipeline condition assessment inspection services are obtained. However, in order for the A&E consultants to be able to conduct the condition assessment inspections, they need to perform minor repairs in order to continue the inspection. Additionally, the condition assessment inspections may reveal situations requiring immediate repair. Use of the condition assessment consultant as a sole source vendor to provide repairs to the minor defects revealed in the condition assessment inspection is in the best interest of the City and the most cost effective and timely approach to minimize disruption of water service to the public.

Engineering and Program Management (EPM) is in the process of initiating a fast-paced condition assessment program for water pipelines. Condition assessment inspection work is characterized by long periods of careful planning, a relatively short period when actual physical internal and external inspections occur and a longer period following the physical inspection where data is analyzed and the condition inspection report is prepared. The physical inspection

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

periods are characterized by short periods of high activity because they typically require interruptions or reduction to service for the utility and inconveniences to public for such items as traffic control and lane closures. During the inspection period, City staff is diverted from their normal assignments to perform functions associated with the condition assessment inspection that require City staff participation. Considerable effort from both the consultant's team and City staff are expended on activities necessary to access the facility being inspected. These activities are the same as needed to access the facility to perform repairs.

Obtaining a construction contractor through the traditional procurement process to perform the necessary minor repair work would be unavailing and would not produce an advantage because until minor construction work is performed on the defects detected by the condition assessment consultant, the consultant cannot continue the inspection and would be idle, with the pipeline remaining out-of-service and causing further service interruption to the public. In addition, any conditions requiring immediate attention that are discovered in the course of the assessment inspections would not be repaired in an expedited manner but would have to wait until a construction contractor were procured. After a contractor was procured, the pipeline would have to be taken out of service a second time, at significant additional expense, effort and time as well as the inconvenience to the public with a second service interruption.

Therefore, EPM requests sole source authorization that will allow the condition assessment consultant to perform repair work that is necessary to for the consultant to be able to proceed with the condition assessment inspection as well as repair work that is critical or urgent and minor in scope.

EPM recommends limiting task authorization allowance for minor repairs to a maximum of \$20,000 for any individual task. The minor repairs which are anticipated to be undertaken may include but are not limited to the following types of work:

1. Repairs or replacement of existing inoperative and inadequately operating pipeline appurtenances such as air release and air and vacuum relief valves and blow-off valves and access ways. These repairs will ensure that the pipeline appurtenances would operate properly to commission an inspection.
2. Repairs to isolated pipeline leaks or valve leaks exposed during the inspection process
3. Repairs to localized pipeline linings and structural defects
4. Repairs to pipe joints, fittings, flanges, pipe supports, and cathodic protection systems
5. Other encountered minor miscellaneous repairs.

The Consultant would be required to provide a written proposal for the City's approval prior to performing any minor repairs and only licensed contractors would be permitted to perform authorized repair work.

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

The following table illustrates why it is in the best interest of the City and the most cost effective and timely means to provide repairs to minor defects revealed in the condition assessment. Below are the estimated cost savings/incident achieved by use of this sole source method:

Potential Cost Savings of Sole-Source Contracting for Minor-Urgent Repairs during Condition Assessment - WATER PIPELINES:

The following table presents the potential impacts of NOT being able to perform "Minor Repairs by the Condition Assessment contractor during the assessment process. On a typical water pipeline contract there would be several times that these impacts would likely occur. The following is taken as a potential situation where the condition assessment contract is actually interrupted because of the need to obtain contractor services from outside. Costs impacts do not account for costs of repair or delays during the actual repair. The cost impacts were estimated using cost factors from a recently completed City project.

Item □ Notes □ Costs

1. Demobilization, remobilization of condition assessment consultant team, and additional round of dewatering, dechlorination, disinfection and flushing for pipeline segment □ 64,000
2. Additional Water Utilities crew services for the above. Assume 2 weeks time (does not include repair time) □ 3 persons 80 hr each, \$50/hr inc benefits - \$12,000; Crew Truck, 80 hrs at \$25/hr - \$2,000
3. Extended Traffic control – equipment rental assume 10 days (does not include repair time) □ Computer Message Board daily rate \$200 (Acme unit rate), Lane closure setup/take down Daily rate \$375, Total \$575/day @ 10 day □ = \$5,750
4. Develop and close-out of separate Emergency Contract □ Assume 80 hrs combined by Engineering, Contracts, Finance, Legal etc. @ 100 per hr. inc. benefits □ = \$8,000

□ □ Total Est. Additional Costs per incident = \$91,750

Non-Cost items would include such items as:

1. Delay in completion of the Assessment Contract by several weeks or months.
2. Additional public impact due to longer traffic lane closures.

For the above reasons, performance of only the "Minor Repair Allowance" portion of the Scope of Services, to be handled as a sole source element of the subject contract, is in the City's best interest and most advantageous to the City.

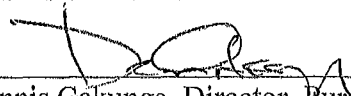
CITY OF SAN DIEGO
MEMORANDUM

RECOMMENDED BY:



Al Rechany, Program Manager, Public Works Contracting Group

APPROVED BY:



Dennis Gakunga, Director, Purchasing and Contracting

DUPLICATE ORIGINAL

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
BLACK & VEATCH CORPORATION
FOR
CONSULTANT SERVICES FOR THREE WATER TRANSMISSION
PIPELINES – CONDITION ASSESSMENT

CONTRACT NUMBER: H135835

R 308276
DOCUMENT NO. 308276
FILED JUN 18 2013
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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CONSULTANT AGREEMENT EXHIBITS

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

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BLACK & VEATCH CORPORATION
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Black & Veatch Corporation [Consultant] to provide Services to the City for Three Water Transmission Pipelines - Condition Assessment (H135835).

RECITALS

The City wants to retain the services of a civil engineering firm to provide water pipeline inspection and condition assessment services [Professional 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 December 31, 2017 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 \$2,999,946.00. The compensation for the Scope of Services shall not exceed \$2,654,946.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$345,000.00.

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 civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1.4 Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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 H).

4.9.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

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

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

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

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

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

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

4.12 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur

expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

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

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

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 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 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, 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, c/o Richard VanderSchaaf, MS 901, 9192 Topaz Way, San Diego, CA 92123 and notice to the Consultant shall be addressed to: Black & Veatch Corporation, c/o Andi Corrao, P.E., Project Manager, 300 Rancheros Drive, Suite 250, San Marcos, CA 92069.

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

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

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

open enrollment periods and must post a copy of the following statement in an area frequented by employees:

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

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

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

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 308276, authorizing such execution, and by the Consultant pursuant to Black & Veatch Corporation signature authority document.

Dated this 17th day of July, 2013.

THE CITY OF SAN DIEGO
Mayor or Designee

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

I HEREBY CERTIFY I can legally bind Black & Veatch Corporation and that I have read all of this Agreement, this May 17 day of May, 2013.

By: [Signature]
Kevin N. Davis, P.E.
Associate Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 18 day of July, 2013.

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Deputy City Attorney

R- 308276

CONSULTANT AGREEMENT EXHIBITS

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

SCOPE OF SERVICES

For the Condition Assessment of Three Water Transmission Pipelines (H135835)

This Scope of Work (SOW) defines the extent of the CONSULTANT's services necessary to complete the required work and documents specified herein for the CONDITION ASSESSMENT OF THREE WATER TRANSMISSION PIPELINES, herein referred to as the PROJECT.

1.0 PURPOSE

The City of San Diego, (City), Public Utilities Department requires professional engineering consultant services to perform inspection and condition assessments of the following three water transmission pipelines: El Capitan Potable Water Pipeline, El Capitan Raw Water Pipeline, and the Kearny Mesa Potable Pipeline. The objectives of water pipeline condition assessments will include the following: identifying and locating defects, identifying and locating conditions that may present a risk of water supply service interruption, and evaluating and documenting the structural integrity, liner integrity, and other localized defects which affect the serviceability and reliability of the pipeline. Descriptions of the three pipelines are presented below:

- 1.1 The **El Capitan Potable Water Pipeline** was constructed in the mid 1920's and consists of approximately 7 miles of 36-inch diameter cement mortar lined, coal tar enamel coated steel lock-bar pipe. The pipeline was originally designed and functioned as part of a raw water transmission line from the El Capitan Reservoir to an old water treatment plant in the University Heights area. Part of the pipeline was converted to potable water distribution in 1950 when the Alvarado Water Treatment Plant went on line. The El Capitan Potable Pipeline receives water from the Murray 1 & 2 pipelines near the Waring Road Pump Station. The north branch of the pipeline supplies water to the Alvarado (536) service area and to the Deerfield Pump Station which pumps water to the San Carlos Reservoir. The southern branch supplies water to the University Heights and Normal Heights area and to the University Heights Reservoir. Due to corrosion related issues, an impressed current cathodic protection system was installed on the pipeline in 1942. A portion of the pipeline was replaced in 1962 and most of the remaining pipeline was relined with cement mortar in 1965. A 2005 cathodic system assessment report indicated that portions of the line are not well protected. Limited interior inspections have indicated localized liner erosion, cracking, spalling, and corrosion. Additionally, some portions of the pipeline crown are exposed.
- 1.2 The **El Capitan Raw Water Pipeline** conveys water from the El Capitan Reservoir to the El Monte Pump Station site where it connects with the El Monte Raw Water Pipeline. The pipeline was constructed in the mid 1920's and

consists of approximately 5.5 miles of 48-inch diameter cement mortar lined, coal tar coated enamel steel lock-bar pipe. Operation and maintenance records of the pipeline are limited and do not indicate major problems. However, because this pipeline is constructed of the same material as the El Capitan Potable Water Pipeline, the City believes similar issues may exist with this pipeline as well. The maximum capacity of the pipeline is reported to be approximately 60 mgd. The pipeline is located in the unincorporated area of the County of San Diego.

- 1.3 The **Kearny Mesa Potable Water Pipeline** was constructed in the 1950s and consists of approximately 5.5 miles of 30-inch and 36-inch diameter cement mortar lined and coated steel cylinder pipe and cement mortar lined and coated steel cylinder rod wrapped pipe. The pipeline originates at a water regulator station located near Camino del Rio South and I-805 where it connects to the Alvarado 2nd pipeline. The pipeline ends at the Bayview Reservoir in Pacific Beach. A connection to the Linda Vista Pipeline occurs at the intersection of Linda Vista Road and Genesee Ave. The Alvarado pipeline connection is presently valved-off and the Linda Vista pipeline supplies water to the Kearny Mesa Pipeline. The majority of the water is directed west to the Bayview Reservoir and is the main transmission pipeline supplying water to the coastal area south of SR-52. No record exists of major breaks or repairs on the pipeline; however, at approximately 60 years of age and without data documenting its actual condition, a pipeline condition assessment is desired on this critical transmission pipeline to ensure system reliability and safety.

2.0 PROJECT OBJECTIVES

CONSULTANT will perform inspection and condition assessment work on the pipelines noted above in accordance with the requirements indicated below:

- 1) Review existing documentation on construction, operation, maintenance and condition.
- 2) Evaluate and select most relevant inspection technologies. Identify inspection and access sites based on inspection technologies identified.
- 3) Prepare inspection work plans and schedules. Coordinate schedule with Water Operations.
- 4) Identify permit needs (excavation and traffic control) and assist in obtaining the necessary permits and clearances to facilitate the inspection from the City and other impacted jurisdictions.
- 5) Provide licensed contractor services to support and facilitate condition assessment scope of services. Activities may include:
 - a. Dewatering pipelines following depressurization and turnover by Water Operations,

- b. Providing dechlorination or filtering water prior to discharge,
 - c. Making excavations and removing manway covers to access pipeline,
 - d. Installing necessary appurtenances and equipment for inspection,
 - e. Restoring impacted site areas and pipeline after inspections,
 - f. Providing traffic control,
 - g. Disinfecting potable water pipelines before return to service by Water Operations. (Water quality testing will be conducted by CITY.)
- 6) Perform inspections by providing and managing field services for inspection including: inspection service providers and subconsultants, obtaining and analyzing material samples as necessary. Comply with confined space entry requirements and environmental regulations. Assessments to include pipeline and appurtenances such as line valves, vacuum and air relief valves, blow-off valves, etc.
- 7) Interpret inspection data; perform engineering analysis and document pipeline condition and structural integrity. Identify and locate defects and pipeline conditions within the sections observed and tested that may present a risk of pipe leakage, interruption to service, or failure.
- 8) Determine and assess the risk and consequences of pipeline failure.
- 9) Determine estimated remaining service life.
- 10) Recommend future inspection interval frequency and coverage.
- 11) Develop planning level action plans and cost estimates for identified/recommended rehabilitation, maintenance, and repairs as applicable.
- 12) Summarize all findings in Engineering Reports for each pipeline. Provide inspection data in electronic form coordinated with pipeline station in suitable format for inclusion in City's geographic information system (GIS) based system.
- 13) Provide minor pipeline repair work as necessary to perform the planned condition assessment of the pipeline facilities.
- 14) Where condition assessment activities may reveal the need to perform

immediate or urgent minor repairs of pipelines. The minor repair work which is anticipated to be undertaken may include, but is not limited to, repairs to the following: localized lining defects, inoperative valves and access ways, pipeline joints, fittings, flanges, pipe supports, and cathodic protection systems. The Consultant will have the necessary forces, equipment, experience, and proper license classification. Minor pipeline repairs will be performed as Additional Services Tasks based on an agreed scope and fee for the identified work.

3.0 GENERAL PROJECT ELEMENTS

The work will consist of five general PROJECT elements, as described below. Details of these elements are contained in section 4.0 Detailed Scope of Work.

1. Records Review and Planning (Task 4.2):
 - a. Review of available records on the design, performance history, and existing in-situ environments of each pipeline
 - b. Field reconnaissance and observations of facilities, environment, surroundings, accessibility, areas of concern, likelihood of failure, consequence of failure
 - c. Geotechnical investigations
 - d. Preliminary hydraulic modeling by CITY (for pipeline flow velocities, pressures)
 - e. Initial planning and coordination with Water Operations (for valve assessments, camera insertions, shutdowns)
 - f. Soil resistivity tests, CP system tests, stray current tests
 - g. Assessment of risk and consequence of failure

2. Phase 1 Field Assessments (Task 4.3):
 - a. Internal video and leak detection using the Wachs LDS-1000 system
 - b. Visual inspection and non-destructive testing of exposed reaches of El Capitan Raw Water Pipeline (portion under dam) and El Capitan Potable Water Pipeline
 - c. Assessment and evaluation of critical in-line valves and smaller valves and appurtenances (with assistance from Water Operations)

3. Phase 2 Field Assessments (Task 4.4):
 - a. Internal video inspections (live pipe or 1-day to 3-day shutdowns)
 - b. External visual inspections and non-destructive testing
 - c. Lab analysis of soil samples
 - d. Metallurgical analysis of coupons removed from pipelines

4. Engineering Evaluations (Task 4.5)
 - a. Interpretation of inspection data

- b. Determination of remaining useful life
- c. Recommendations for future inspection frequency and coverage
- d. Development of planning level action plans and cost estimates

5. Final Reports (Task 4.6)

The goal of the field assessments contained in this Scope of Services is to physically or visually inspect approximately one third of the alignment of each pipeline, from either the interior or exterior of the pipe. Table 3-1 shows the coverage goals for each pipeline, based on the field assessment plans contained within this Scope of Services. Using the data gathered from these coverages, the CONSULTANT expects to achieve a 95% level of confidence in the overall condition of each of the three pipelines.

TABLE 3-1		
Inspection Goals		
Pipeline	Coverage (ft.)	Coverage (% of total pipeline length)
El Capitan Potable Water Pipeline STA 945+00 to 1309+00 (36,400 ft.) (6.89 mi.)	10,130	28%
El Capitan Raw Water Pipeline STA 0+00 to 310+10 (31,010 ft.) (5.87 mi.)	10,349	33%
Kearny Mesa Pipeline STA 0+60 to 422+30 (42,170 ft.) (7.99 mi.)	15,100	36%

4.0 DETAILED SCOPE OF WORK

4.1 PROJECT MANAGEMENT, MEETINGS, AND WORKSHOPS

4.1.1 Technical Support and Communications

The CONSULTANT will provide technical support to the CITY during the execution of the PROJECT. The CITY's Project Manager will be copied on all correspondence related to this PROJECT, including e-mails, between the CONSULTANT's team and the CITY or other public entities.

4.1.2 Meetings and Workshops

4.1.2.1 Kick-Off Meeting

The CONSULTANT, with input from the City's Project Manager, will prepare for and conduct an initial Kick-off meeting with City staff. The agenda will include as a minimum:

- a. Introduction of project team
- b. Primary lines of communication, with distribution of project team directory
- c. Review of project background, goals, and objectives
- d. Review of project scope
- e. Presentation of project schedule and milestones
- f. Identification of critical concerns and success factors related to the project
- g. Coordination requirements
- h. Workshops
- i. Deliverables (Project Procedures Manual, Project Quality Plan, Technical Memos, etc.)

Deliverables: ▪ Kick-off Meeting Agenda and Handout two (2) working days in advance of meeting

▪ Meeting Minutes within five (5) working days

of meeting

4.1.2.2 Coordination with City

The CONSULTANT will coordinate project activities with the CITY's Project Manager, water modeling engineers, water operations engineers, corrosion engineers, and public relations staff, as required, during the execution of the work.

4.1.2.3 Progress/Status Meetings

The CONSULTANT will prepare for and attend twenty (20) progress/status meetings with the CITY's Project Manager. The CONSULTANT will prepare the meeting agenda, provide technical representation at the meeting to respond to CITY questions on key issues, and provide meeting minutes to the CITY within five (5) working days of the meeting. All meetings must be attended by the CONSULTANT's Project Manager.

4.1.2.4 Technical Workshops

The CONSULTANT will prepare for and conduct eleven (11) technical workshops with City staff. Three (3) of the workshops will also function as coordination meetings for upcoming field activities. The workshops will be held at the following key project stages:

- 1-3: Three (3) Workshops for Risk and Consequence of Failure
- 4: Prior to Task 4.3, Phase 1 Field Assessments (Pre-Assessment Workshop and Coordination Meeting)
- 5: Following Task 4.3, Phase 1 Field Assessments (Post-Assessment Workshop)
- 6: Prior to Task 4.4, Phase 2 Field Assessments (Pre-Assessment Workshop and Coordination Meeting)
- 7: Following Task 4.4, Phase 2 Field Assessments (Post-Assessment Workshop)
- 8: Following completion of Task 4.6, Engineering Evaluations

9-11: Three (3) Workshops following completion of Task 4.7 and delivery of the Final Reports (Presentation of Report Highlights – one workshop per pipeline/Report)

Budgets for the above workshops are carried in the respective technical task(s).

Deliverables:

- Workshop Agenda and Handout two (2) working days in advance of each workshop.
- Meeting Minutes within five (5) working days of each workshop.

4.1.3 Project Procedures Manual

The CONSULTANT will prepare a Project Procedures Manual (PPM) that will establish the scope of work, budget, schedule, organizational procedures, responsibilities, and lines of communication for the PROJECT. The management procedures and systems outlined in this plan will be instituted to encourage communication and the exchange of information between the CONSULTANT's team and the City.

Deliverables:

- Six (6) hard copies of initial PPM
- Updates in electronic format

4.1.4 Schedule and Progress Reporting

4.1.4.1 Schedule Format

The CONSULTANT will prepare a schedule in MS Project. The initial schedule will be submitted with the Project Procedures Manual (4.1.3). The schedule will include project tasks, task interrelationships, milestones, and intermediate and final product deliverables in accordance with Chapter 3, Volume I of the PUD Clean Water Program Design Guidelines. The schedule will incorporate the work breakdown structure format.

4.1.4.2 Schedule Updates

The schedule will be updated monthly as required to maintain an accurate schedule that reflects actual and planned activities. Schedule updates will be included in the monthly Project Status Reports (4.1.4.3).

4.1.4.3 Monthly Progress Updates

The CONSULTANT will provide a monthly Project Status Report (PSR) to the CITY's Project Manager that will include:

- a. A brief narrative of the PROJECT's current status
- b. Outstanding items to be resolved and required CITY actions
- c. Schedule status
- d. Progress
- e. Budget/Cost
- f. Deliverable status
- g. Decision Log

Deliverable: Monthly Project Status Reports, submitted with Monthly Invoices (4.1.6)

4.1.4.4 Decision Log / Change Management

To facilitate the CITY's management of PROJECT costs and schedule, the CONSULTANT will advise the City's Project Manager of issues that may impact the project costs or schedule and will create and maintain a Decision Log that documents decisions made during the PROJECT that impact cost, schedule, or deliverables.

4.1.5 Coordination of CONSULTANT's Team

The CONSULTANT will be responsible for all internal coordination activities among the CONSULTANT's team, including subconsultants.

4.1.6 Invoicing

All invoices will be prepared monthly and submitted in accordance with Article III – Compensation, Section 3.3 of the agreement. Monthly Project Status Reports (4.1.4.3) will be submitted with the monthly invoices.

Deliverable: Monthly Invoices

4.1.7 Quality Management

The CONSULTANT will prepare a Project Quality Plan at the onset of the PROJECT that must be approved by the company's Water Quality Manager. A quality control review will be scheduled at key PROJECT milestones and will be conducted by senior staff members who will be selected for their experience and expertise in the specific issues contained in this PROJECT. All deliverables will be reviewed by the CONSULTANT's Project Manager and a member of the CONSULTANT's QC Review Team prior to submission to the CITY. Documentation of the CONSULTANT's internal QC review will be included with each submittal to the CITY.

Deliverables:

- Project Quality Plan – Six (6) hard copies
- Documentation of CONSULTANT's internal QC review with each submittal

4.2 RECORDS REVIEW AND PLANNING

4.2.1 Records Review [Ref. 2.0 1]]

The CONSULTANT will review available records on the design, performance history, and existing in-situ environments of each pipeline. Records include design calculations, design drawings, specifications, lay drawings, shop drawings, as-built drawings, O&M manuals, cathodic protection system test station records, leak/break records, hydraulic records, flow modeling maps, gate book pages, and other maps and records that may be available and appropriate to this PROJECT. Records will be provided to the CONSULTANT by the City.

4.2.2 Field Reconnaissance [Ref. 2.0 2]]

The CONSULTANT will conduct a reconnaissance of the alignments and surrounding areas under the escort of City pipeline operations staff and accompanied by the City's Project Manager. The purpose of the field reconnaissance is to finalize pipeline access locations, identify access issues, identify critical areas and areas of concern, finalize condition assessment approaches and methodologies, and collect information that will be useful to the Risk Analysis for each pipeline (e.g., Probability of Failure and Consequence of Failure criteria and weighting).

4.2.3 Initial Coordination with Modeling and Water Operations

The CONSULTANT will work with CITY modeling engineers to conduct preliminary hydraulic modeling runs of the pipelines to determine achievable flow velocities under various operating scenarios. The CONSULTANT will conduct initial planning with Water Operations engineers to discuss and coordinate valve assessments, camera insertions, and shutdowns.

4.2.4 Geotechnical Investigations

Using readily available geologic and geotechnical data, such as published literature from the California Geological Survey, USGS, and topographic maps, the CONSULTANT will identify and assess geotechnical hazards along the three pipeline alignments, including (as examples): liquefaction, unstable slopes/landslides, clay soils, hydraulic fill, flooding, scour potential, and fault crossings. The CONSULTANT will use this information in identifying possible excavation locations for Phase 2 Field Assessments. Information will also be provided as input into 4.2.6, Assessment of Risk and Consequence of Failure.

Deliverable: Technical Memorandum: Geotechnical Hazards & Considerations (One TM will address each of the three pipelines)

4.2.5 Corrosion Engineering Evaluations

4.2.5.1 The CONSULTANT will measure soil resistance of the three pipeline alignments using the Wenner Four Electrode Method in unpaved accessible areas. The resistivity testing will be conducted at 2,000 foot intervals to a depth of 10 feet below grade.

4.2.5.2 The CONSULTANT will test existing cathodic protection systems on the El Capitan Raw Water Pipeline and El Capitan Potable Water Pipeline; temporarily install synchronizable interrupters in the output of the rectifiers to cycle the cathodic protection current on and off; and measure the on and instant off potential at each accessible test point. Testing will be conducted on three (3) rectifiers and 38 test stations on the El Capitan Potable Water Pipeline and eight (8) rectifiers and 46 test stations on the El Capitan Raw Water Pipeline, along with a number of air valve, blow off, and manhole vaults where the

CONSULTANT can make contact to the pipeline to measure pipe to soil potentials.

4.2.5.3 The CONSULTANT will evaluate all three alignments for potential stray current sources and identify the impacts of stray current interference on the pipelines. [Ref. 2.0 6)] Data loggers will be used at 5 locations along each pipeline to record the dynamic potentials of the pipelines for 24-hour periods.

Deliverable: Technical Memorandum: Corrosion Evaluation (One TM will address each of the three pipelines)

4.2.6 Assessment of Risk and Consequence of Failure [Ref. 2.0 8)]

A risk analysis will be conducted for prioritization purposes and will include two components: Probability of Failure (POF) and Consequence of Failure (COF). The CONSULTANT will collaborate with CITY staff to streamline the risk analysis process and determine the most appropriate criteria and weighting factors for the risk analysis. A series of three (3) workshops will be held with CITY staff to facilitate CONSULTANT/CITY collaboration on appropriate POF and COF criteria and weighting factors to include in the risk analysis (also described in Task 4.1.2.4).

Deliverable: Technical Memorandum: Risk Analysis (One TM will address each of the three pipelines)

Workshops (3): Risk and Consequence of Failure (See 4.1.2.4)

4.3 PHASE 1 FIELD ASSESSMENTS

The Phase 1 Field Assessments will provide video coverage, visual assessment, and/or non-destructive testing of portions of the three pipelines, as listed in Table 4-1.

TABLE 4-1			
Summary of Coverage Provided During Phase 1 Field Inspections			
Pipeline	Inspection Method	Coverage (ft.)	Coverage (% of total pipeline length)
El Capitan Potable Water Pipeline STA 945+00 to 1309+00 (36,400 ft.) (6.89 mi.)	LDS-1000 System	2,100	5.8%
	Visual and Non-Destructive Testing of Exposed Reaches	630	1.7%
El Capitan Raw Water Pipeline STA 0+00 to 310+10 (31,010 ft.) (5.87 mi.)	LDS-1000 System	2,400	7.7%
	Visual and Non-Destructive Testing of Pipe Under Dam	1,039	3.4%
Kearny Mesa Pipeline STA 0+60 to 422+30 (42,170 ft.) (7.99 mi.)	LDS-1000 System	1,500	3.6%
References: Exhibit A – Figure 1, El Capitan Potable Water Pipeline Exhibit A – Figure 2, El Capitan Raw Water Pipeline Exhibit A – Figure 3, Kearny Mesa Pipeline			

Detailed Phase 1 tasks consist of the following:

- 4.3.1 Prepare one (1) field assessment work plan detailing the work to be accomplished, roles and responsibilities, inspection processes, and safety planning. Include a detailed schedule. Coordinate all activities with Water Operations. [Ref. 2.0 3]]
- 4.3.2 Identify permit needs and obtain necessary permits for encroachment, excavation, and traffic control. Coordinate with CITY Environmental Services Department on potential environmental permits needed to access the pipelines for field assessments. Environmental permitting to be conducted by CITY. The cost of permits within the CITY will be paid for by the CITY. For work outside the CITY, permitting costs will be reimbursed to the CONSULTANT. [Ref. 2.0 4), 5)f.]

4.3.3 Conduct internal inspection at three (3) locations (one on each pipeline) using the Wachs LDS-1000 system (camera for high quality video and hydrophone for leak detection). Inspections will be done on pipes in service (i.e., no dewatering or depressurization is required). CITY staff will provide access to facilities, operate pipeline valves to control flows for condition assessment, and determine operability of air release shutoff valves selected for LDS-1000 camera insertion in advance to allow time for valve repair or revisions to inspection plan, if needed. CITY will maintain agreed-upon flow velocities in pipelines over the period of inspection. The intent is to perform inspections on three (3) consecutive work days, one day per pipeline. Table 4-2 lists the locations that have been identified for potential insertion points for the Wachs system, based on an initial pre-project field reconnaissance. Locations that are shaded have been selected as preliminary insertion locations in the Phase 1 Field Assessments. CONSULTANT will be responsible for all structural modifications to vaults and piping modifications required for execution of these field tests and will provide information on proposed modifications to CITY for CITY’s review and approval prior to making such modifications.

<p align="center">TABLE 4-2</p> <p align="center">Potential Insertion Points for Wachs LDS-1000 System</p> <p align="center">(Locations Identified During Pre-Project Field Reconnaissance)</p> <p align="center"><i>FOR REFERENCE ONLY</i></p> <p align="center"><i>(Shaded Locations Have Been Selected for Phase 1 Insertions)</i></p>			
Pipeline	Access STA	Video Coverage Goal * (Feet)	Access Conditions / Restrictions / Construction Notes
El Capitan Potable	976+50	1,300	Accessible through 2-inch corp stop upstream of air valve in above-grade vault in resident’s back yard (City easement).
	1069+30	2,100	Structural modifications to below grade vault lid needed for direct access over 2-inch corp stop upstream of air valve. 6781 Carthage St. (near Palisades Presbyterian Church)
	1130+00	2,000	Accessible through 2-inch corp stop upstream of air valve in below-grade vault off roadway. Upgrade vault lid to 3-foot ring and cover. (corner of Yerba Santa Drive and Palo Verde

			Terrace)
	1286+90	2,400	Accessible through a 2-inch corp stop upstream of air valve in below-grade vault in the middle of Meade St. (Meade and Iowa). Traffic control required.
El Capitan Raw	13+50	2,100	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve.
	72+52	2,210	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in vault.
	160+15	2,400	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in manhole.
	234+01	2,140	Structural modifications to vault lid needed for direct access through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve.
	280+97	2,600	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in vault.
Kearny Mesa	300+00	1,500	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in below-grade vault. East end of Mount Laurence Drive.
* Coverage in table is based on a minimum flow velocity of 1 foot per second. Actual coverage will be dependent on field conditions, including flow velocity, pressure, horizontal and vertical bends, and in-line restrictions, if any.			
References: Exhibit A – Figure 1, El Capitan Potable Water Pipeline Exhibit A – Figure 2, El Capitan Raw Water Pipeline Exhibit A – Figure 3, Kearny Mesa Pipeline			

Deliverable: Technical Memorandum: Performance and Results of LDS-1000 System

- 4.3.4 Conduct visual inspection and non-destructive testing of pipe wall thickness using Broadband Electromagnetic (BEM) Testing, Guided Wave Testing (GWT), or other ultrasonic thickness technologies on the El Capitan Raw Water Pipeline under the dam (3 locations between STA 0+00 and 10+39 at Tunnel Exit Portal) and on the exposed reaches of the El Capitan Potable Water Pipeline listed in Table 4-3. [Ref. 2.0 6]

Where pipeline coating(s) are removed to allow non-destructive testing of the pipe cylinder, the CONSULTANT's contractor will remove and dispose of the existing coating, site debris, rubbish, and other materials resulting from all operations in compliance with all laws and regulations and will re-coat the pipe in the areas where coating was removed with a product and through a method approved by the CITY. The cost of handling or disposal of toxic or hazardous materials will be considered Additional Services.

TABLE 4-3		
Locations for External Inspection of El Capitan Potable Water Pipeline		
Approximate STA / Location	Approx. Length of Exposed Reach	Notes (Including Proposed Methods and Technologies)
971+00	50 feet	Visual inspection only.
994+00	60 - 70 feet	Visual inspection, guided wave, and ultrasonic testing.
998+50	120 feet	Visual inspection, guided wave, and ultrasonic testing.
1125+20 to 1129+20	400 feet	Recently installed ML&C steel pipe. Visual inspection only.
Reference: Exhibit A – Figure 1, El Capitan Potable Water Pipeline		

Deliverable: Technical Memorandum: Results of Visual, BEM, and GWT on El Capitan Potable and Raw Water Pipelines

4.3.5 From above-ground, evaluate and assess 27 large and critical in-line valves and up to 199 CITY-identified air valves, blow-off valves, turnout valves to PRV stations, isolation valves to branch transmission lines, and other pipeline appurtenances. All valves and appurtenances must be accessible by truck. The evaluation will include both a visual and an operational assessment of accessible valves. To the extent allowed by CITY Water Operations, CONSULTANT will operate each valve through its full range of motion utilizing torque (microprocessor) controlled, hydraulically operated specialized valve operating equipment. This method of valve exercising is a proven effective approach to valve rehabilitation without the risk of breakage. A preliminary list of valves by valve type is included in Table 4-4. [Ref. 2.0 6)]

- Deliverables:
- Technical Memorandum: Evaluation and Assessment of Valves.
 - Valve database information (minimum 33 data points per valve, developed exclusively for this project) for inclusion in SPLASH or ArcGIS.

TABLE 4-4			
Number of In-Line Valves and Appurtenances to be Assessed and Evaluated			
In-line Valves	El Capitan Potable Water Pipeline	El Capitan Raw Water Pipeline	Kearny Mesa Potable Water Pipeline
Gate valves	3	0	2
Cone valves	1	0	0
Plug valves	0	0	5
Butterfly valves	6	0	3
Other (type not identified)	5	2	0
Valves/Appurtenances			
Blow off valves	13	12	12
Gate valves	14	1	23
Other (type not identified)	0	0	1
Isolation Valves to Branch Transmission Lines (>18" Diameter)			
Gate valves	0	1	2
Cone valves	0	1	0
Plug valves	0	0	1
Butterfly valves	0	0	1
Other (type not identified)	2	0	0

Isolation Valves to Branch Distribution Lines (0"-18" Diameter)			
Gate valves	9	0	21
Cone valves	0	0	0
Plug valves	0	0	2
Butterfly valves	4	0	3
Other (type not identified)	11	0	2
Total	88	35	103

4.3.6 Prepare all field data for inclusion in CITY's SPLASH/Smallworld GIS or ArcGIS system. [Ref. 2.0 6)]

Deliverable: Updated Technical Memorandum: Risk Analysis (with Highest Priority Locations Identified)

Workshops (2): Prior to and following Phase 1 Field Assessments (See 4.1.2.4)

4.4 PHASE 2 FIELD ASSESSMENTS

For the Phase 2 Field Assessments, the CONSULTANT will select specific reaches of pipelines to inspect that were 1) identified in Task 4.2 as being High Priority locations, or 2) identified in Task 4.3 to be locations that warrant targeted field investigations. Phase 2 inspections will consist of a combination of 1) internal video and leak detection in live pipes, 2) CCTV video in dewatered pipes, and 3) external inspections and non-destructive testing at excavated locations.

The CONSULTANT will gain access to pipe exterior at specific locations through excavations and will gain access to the pipe interior through hot taps and/or modifications to existing appurtenances (air valves, access manways, etc.). CITY staff will provide access to facilities, operate pipeline valves to control flows for condition assessment, and determine operability of air release shutoff valves selected for LDS-1000 camera insertion in advance to allow time for valve repair or revisions to inspection plan, if needed. For excavations, CITY will provide survey and marking for underground pipe locating requested by CONSULTANT.

This Scope includes preparation of one (1) Water Pollution Control Plan, if required.

A preliminary list of potential Phase 2 assessment locations is included in Table 4-5 along with anticipated inspection methods. These locations may be adjusted as a result of the findings in Task 4.2 and in the Phase 1 Field Assessments.

TABLE 4-5		
El Capitan Potable Water Pipeline Preliminary Locations for Phase 2 Field Inspections		
STA	Video Coverage Goal (Feet)	Notes (Including Proposed Methods and Technologies)
1095+00 (approx.)	2,100 (CCTV)	Excavate at manhole. Between Waring Road Pump Station and I-8. Conduct external visual inspection; guided wave testing; ultrasonic thickness testing; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Between 1240+00 and 1275+00	2,500 (CCTV)	In Meade, between I-15 and I-805 (pipe has been constructed in Normal Heights Mudstone cap). Excavate at manhole. Conduct external visual inspection; guided wave testing; ultrasonic thickness testing; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Location TBD	2,800 (CCTV)	Excavate at manhole; location to be determined. Conduct external visual inspection; guided wave testing; ultrasonic thickness testing; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Phase 2 Coverage	7,400 feet (20.3%)	
Reference: Exhibit A – Figure 1, El Capitan Potable Water Pipeline		

TABLE 4-6		
El Capitan Raw Water Pipeline Preliminary Locations for Phase 2 Field Inspections		
STA	Video Coverage Goal * (Feet)	Notes (Including Proposed Methods and Technologies)
13+50	2,100 (LDS-1000)	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve.
72+52	2,210 (LDS-1000)	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in vault.
280+97	2,600 (LDS-1000)	Accessible through a temporary 4 x 2 inch adaptor installed downstream of the isolation valve between the pipeline tap and the 4-inch air valve in vault.
Phase 2 Coverage	6,910 feet (22.3%)	
Reference: Exhibit A – Figure 2, El Capitan Raw Water Pipeline		

TABLE 4-7		
Kearny Mesa Potable Water Pipeline Preliminary Locations for Phase 2 Field Inspections		
STA	Video Coverage Goal * (Feet)	Notes (Including Proposed Methods and Technologies)
109+20	2,000 ** (LDS-1000)	At Meadow Lark Drive and Mocking Bird Drive. 36-inch pipe. Excavation location. 20" manhole; no chamber. Insert LDS-1000 through hot tap in manyway cover.

		Conduct external visual inspection; take soil sample for laboratory analysis.
Between 158+00 and 163+00	2,000 ** (LDS-1000)	In Linda Vista Community Park. Field verify exact location. 30-inch pipe. Excavation location. Insert LDS-1000 through hot tap in pipe. Conduct external visual inspection; take soil sample for laboratory analysis.
215+00 (approx.)	2,000 ** (LDS-1000)	In Tecolote Canyon Golf Course. 30-inch pipe. Excavation location. Field verify exact location. Insert LDS-1000 through hot tap in pipe. Conduct external visual inspection; take soil sample for laboratory analysis.
Location TBD	2,800 (CCTV)	Excavate at manhole near I-5 crossing. Conduct external visual inspection; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Location TBD	2,000 (CCTV)	Excavate at manhole near I-8 crossing. Conduct external visual inspection; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Location TBD	2,800 (CCTV)	Excavate at manhole near SR-163 crossing. Conduct external visual inspection; take soil sample for laboratory analysis. Requires 1 to 3-day shutdown.
Phase 2 Coverage	13,600 feet (32.3%)	
* Video coverage will be dependent on field conditions, including flow velocity, pressure, horizontal and vertical bends, and in-line restrictions, if any. Coverage will be estimated prior to field work.		
** To be verified during Task 4.2.		
Reference: Exhibit A – Figure 3, Kearny Mesa Pipeline		

- 4.4.1 Prepare one (1) field assessment work plan detailing the work to be accomplished, roles and responsibilities, inspection processes, and safety planning. Include a detailed schedule. Coordinate all activities with Water Operations. [Ref. 2.0 3]]
- 4.4.2 Identify permit needs and obtain necessary permits for encroachment, excavation, and traffic control. Coordinate with CITY Environmental Services Department on potential environmental permits needed to access the pipelines for field assessments. Environmental permitting to

be conducted by CITY. The cost of permits within the CITY will be paid for by the CITY. For work outside the CITY, permitting costs will be reimbursed to the CONSULTANT. [Ref. 2.0 4)]

- 4.4.3 Excavate and expose the entire circumference of the pipeline within the excavation for visual inspections and non-destructive testing of the pipes and lock-bar seams and joints. Prepare pipeline and access points for camera insertion and conduct internal video inspections at select locations using the Wachs LDS-1000 system or traditional CCTV. Perform hot taps, if necessary. Once the inspections and testing are complete, conduct backfill operations to CITY standards and conduct surface improvement repairs and repairs to surrounding or nearby structures. Locations and details of test methods are included in Tables 4-5 and 4-7 above. [Ref. 2.0 4), 5)c., d., e.]

CITY will reimburse CONSULTANT at cost for all permitting and inspection fees assessed by the CITY or other regulatory agencies for work on the PROJECT, including permitting, testing, and inspection fees for excavations and backfill operations.

If the CONSULTANT encounters toxic or hazardous materials during excavations, including contaminated soil or groundwater, the cost of handling or disposal of such materials will be considered Additional Services.

Where a pipeline shutdown is required to allow for a CCTV inspection at those locations listed in Tables 4-5 and 4-7, the CONSULTANT will be responsible for the following tasks:

- a. Coordinating the field work with Water Operations.
- b. Dewatering pipelines following depressurization and turnover by Water Operations. Includes assistance with obtaining dewatering discharge permits from Regional Water Quality Control Board for discharges under the City's blanket discharge permit. Sampling and analysis of discharges to be conducted by CITY and reported to Regional Board by CITY. [Ref. 2.0 5) a.]
- c. Providing dechlorination or filtering water prior to discharge. [Ref. 2.0 5) b.]
- d. Making excavations and removing manway covers to access pipelines. [Ref. 2.0 5) c.]
- e. Installing necessary appurtenances and equipment for inspection. [Ref. 2.0 5) d.]
- f. Restoring impacted site areas and pipeline after inspections. [Ref. 2.0

5) e.]

- g. Providing traffic control. [Ref. 2.0 5) f.]
- h. Disinfecting all equipment prior to insertion into pipeline. If necessary, flushing potable water pipelines before return to service by CITY. Flushing and water quality testing will be conducted with assistance from CITY. CITY will conduct water sampling and water quality testing. [Ref. 2.0 5) g.]

Deliverables:

- Revised and Updated Technical Memorandum: Results of LDS-1000 Video and Leak Detection Inspections
- Technical Memorandum: Results of CCTV Inspections

- 4.4.4 Conduct visual inspection and non-destructive testing of pipe wall thickness using Broadband Electromagnetic (BEM) Testing (El Capitan Raw Water Pipeline only), Guided Wave Testing (GWT) (El Capitan Potable Water Pipeline only), or ultrasonic thickness testing on pipelines exposed through excavations. Location and number of tests are detailed in Tables 4-5 and 4-7 above. [Ref. 2.0 6)]

Where pipeline coating(s) are removed to allow non-destructive testing of the pipe cylinder, the CONSULTANT's contractor will remove and dispose of the existing coating, site debris, rubbish, and other materials resulting from all operations in compliance with all laws and regulations and will re-coat the pipe in the areas where coating was removed with a product and through a method approved by the CITY. The cost of handling or disposal of toxic or hazardous materials will be considered Additional Services.

- 4.4.5 Collect soil samples at excavation locations and conduct laboratory analyses on soil samples for soil resistivity and for corrosive constituents such as chlorides, sulfates, and pH. Nine (9) soil samples are included. [Ref. 2.0 6)]

Deliverable: Technical Memorandum: Results of Visual, BEM, GWT, and Lab Analysis of Soil Samples

- 4.4.6 Attach test leads to the Kearny Mesa Pipeline at six (6) excavation points using the exothermic weld process. Furnish and install six (6) cathodic protection test stations per CITY standards.
- 4.4.7 Where hot tapping is done to facilitate camera insertion, conduct metallurgical testing for yield strength and material composition on coupons removed from the pipelines. Three (3) metallurgical tests are included. [Ref. 2.0 6)]

- 4.4.8 Prepare all field data for inclusion in CITY's SPLASH/Smallworld GIS or ArcGIS system.

Workshops (2): Prior to and following Phase 2 Field Assessments (See 4.1.2.4)

4.5 ENGINEERING EVALUATIONS

Engineering assessments and evaluations will be conducted throughout the PROJECT, and will include:

4.5.1 Interpretation of Inspection Data [Ref. 2.0 7)]

The CONSULTANT will review and evaluate the inspection data obtained in the Phase 1 Field Assessments in order to develop the extent of further inspection in subsequent phases of the PROJECT. Inspection data collected through all Phases will be used to locate pipeline defects within the areas inspected and assess the condition of the pipelines.

The CONSULTANT will apply an appropriate statistical model to determine the average and minimum remaining wall thickness on all three pipelines as well as the structural integrity of the lock-bar seams and longitudinal joints on the El Capitan Pipelines. An engineering analysis will be undertaken to determine the safety factor of each pipeline under existing conditions. Pipe segments with critical level of safety factors will be identified and may indicate if the pipeline segment is prone to failure, leakage, or interruption of service.

4.5.2 Determination of Remaining Useful Life [Ref. 2.0 9)]

A corrosion-based deterioration model will be developed for each pipeline. The model will be calibrated based on the field inspection data as well as the CONSULTANT's knowledge and experience with similar projects across the U.S. The model will be used to project the pipe wall thickness reduction with time. The output from the model will then be used in an engineering analysis to determine the remaining service life of each pipeline. In that analysis, a "survival curve" will be developed for each pipeline to predict the pipeline's remaining useful life. The curve will be based on the manufacturer's design data and the current in-situ pipe conditions.

4.5.3 Recommendations for Future Inspection Frequency and Coverage [Ref. 2.0 10)]

The frequency and extent of future inspection is a function of the existing condition of each pipeline, the soil environment around the pipeline, the remaining service life of the pipeline, and the position of

the pipeline on the “survival curve.” The frequency of inspection would be higher when the status point is on the steep-slope portion of the survival curve. The future inspection frequency will be developed by the CONSULTANT based on these factors as well as input from CITY staff.

4.5.4 Development of Planning Level Action Plans and Cost Estimates [Ref. 2.0 11)]

Based on the results of the condition assessment, engineering analysis, risk analysis, and remaining service life determination, the CONSULTANT will develop a prioritized list of improvement for rehabilitation, maintenance, and repair. Each recommended item will have a planning level cost associated with it. Additionally, each recommendation will be placed into one of three time-dependent buckets: short-term, mid-term, and long-term. The CONSULTANT will collaborate with CITY staff to ensure that the recommended priorities are aligned with the CITY’s goals and service levels.

4.5.4.1 Cost Estimates

The CONSULTANT will prepare opinions of probable cost using the appropriate standard of care and pertinent guidelines established by the Association for the Advancement of Cost Estimating (AACE). In Redommed Practice No. 17R-97 Cost Estimate Classification System, TCM Framework:7.3-Cost Estimating and Budgeting, Rev. November 29, 2011 (www.aacei.org) Cost estimates provided for recommended rehabilitation or repairs will be budget level estimates, categorized as Class 5 (screening or feasibility estimates) by the AACE.

Deliverable: Technical Memorandum: Engineering Evaluations: Methods and Results.

Workshop: Presentation of Results of Engineering Evaluations (See 4.1.2.4).

4.6 CONDITION ASSESSMENT REPORTS [Ref. 2.0 12)]

The CONSULTANT will summarize assessment methods, findings, engineering analyses, and recommendations in three (3) Engineering Reports, one report for each pipeline. All field inspection data will also be provided in electronic format coordinated with pipeline station numbering and in a suitable format for inclusion in the CITY’s SPLASH/Smallworld GIS or ArcGIS system.

Each report will contain the following sections. The technical memoranda

created throughout the PROJECT, including all back-up data, will be included in the reports as appendices.

- 1) Executive Summary
- 2) Overview – map, history, material, design, performance, operating conditions (flows, pressures), connections to other pipelines
- 3) Inspection Methods and Results: geotechnical hazards, corrosivity analysis, pipeline condition, valve assessments, etc. (with reference to Technical Memoranda in Appendices)
- 4) Interpretation and Analysis of Inspection Results
- 5) Recommendations and Cost Estimates

4.6.1 DRAFT Pipeline Condition Assessment Reports will be submitted for CITY review and comment. The CITY will provide review comments to the CONSULTANT in spreadsheet format and will consolidate all review comments into one (1) spreadsheet.

4.6.2 FINAL Pipeline Condition Assessment Reports will incorporate CITY review comments.

Deliverables: DRAFT Reports – Five (5) hard copies plus PDF of each report

FINAL Reports – Eight (8) hard copies plus PDF of each report

Workshops (3): Presentation of Reports (one workshop per report) (See

4.1.2.4)

5.0 ADDITIONAL SERVICES

The CONSULTANT may provide additional services identified during the PROJECT and as requested by the CITY. The CONSULTANT shall submit detailed scope, schedule, and fee proposals for the additional services, and the CITY will review and, if approved, provide written authorization to proceed with each additional task.

END OF SCOPE OF SERVICES

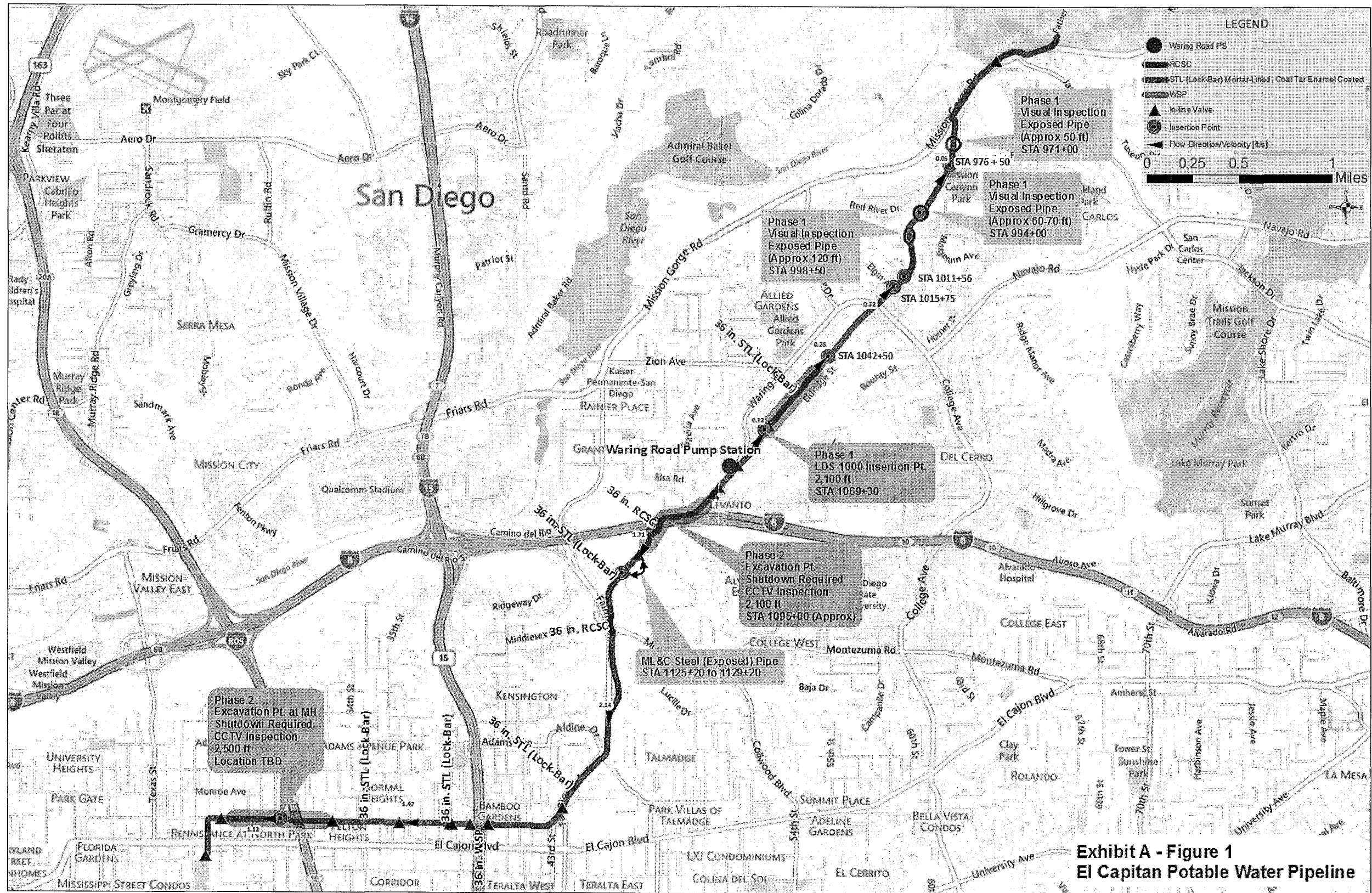


Exhibit A - Figure 1
El Capitan Potable Water Pipeline

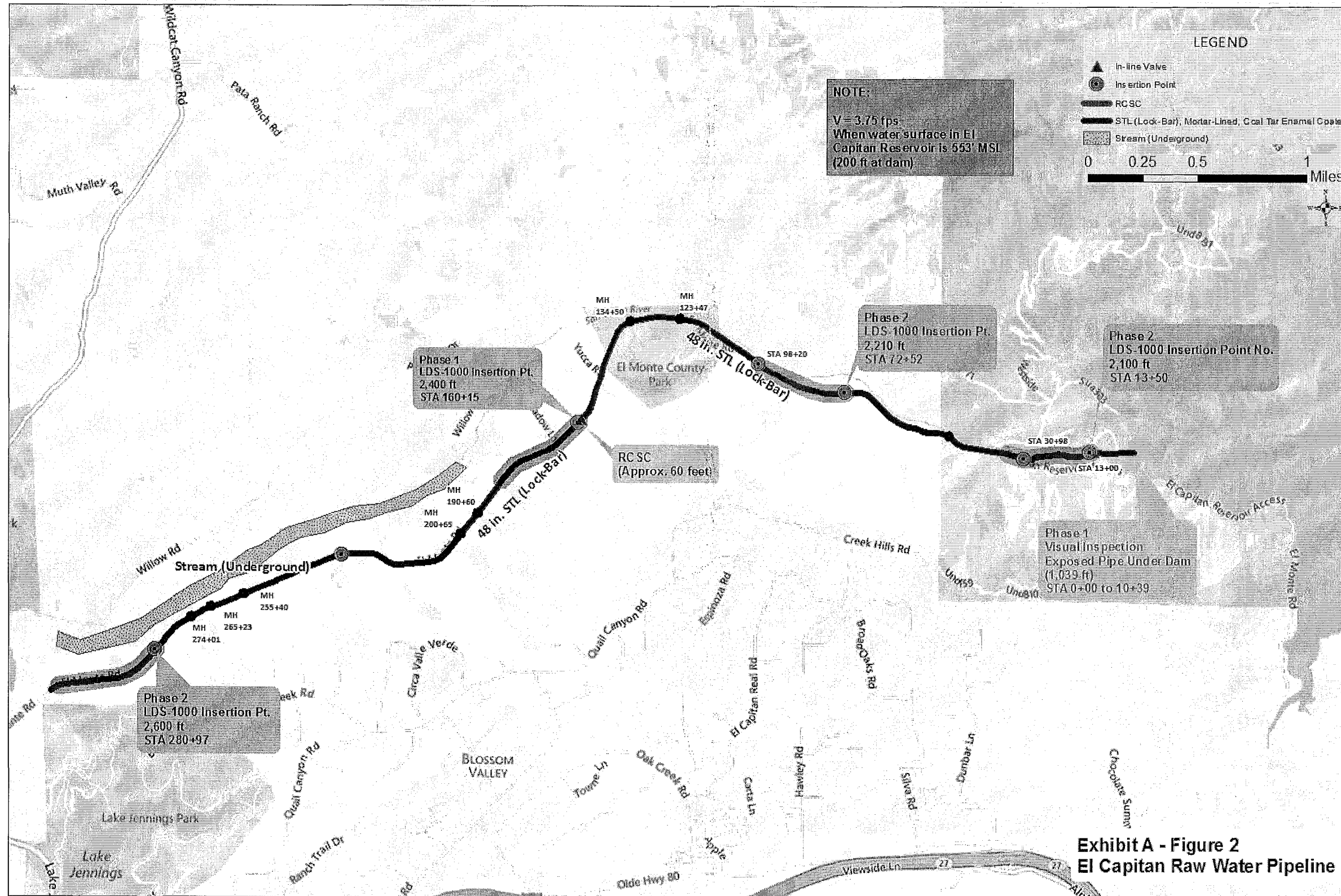


Exhibit A - Figure 2
El Capitan Raw Water Pipeline

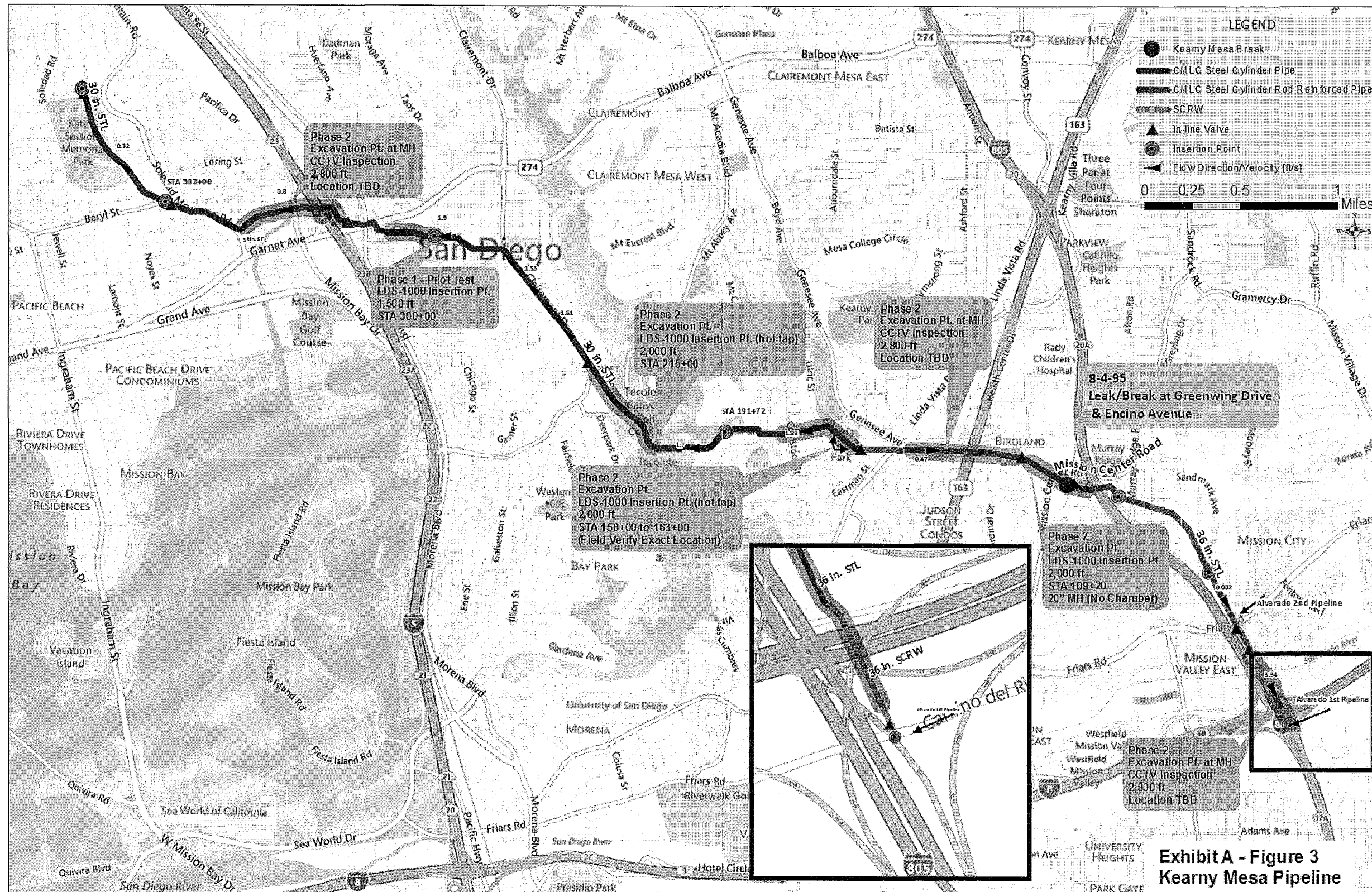


Exhibit A - Figure 3
Keamy Mesa Pipeline

COMPENSATION AND FEE SCHEDULE

TIME SCHEDULE

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

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

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

- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- C. Commitment Letters. Consultant shall also submit Subcontractor Commitment Letters on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, Contract Activity Reports (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

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

- A. Consultants are required to submit the following information with their proposals:
 1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.

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

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certification.

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

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

VIII. List of Attachments.

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



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: Black & Veatch Corporation

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 8400 Ward Parkway

City: Kansas City County: Jackson State: MO Zip: 64114

Telephone Number: (913) 458-2000 FAX Number: (913) 458-2934

Name of Company CEO: Len Rodman, Chairman, President and CEO

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

Address: 300 Rancheros Drive, Suite 250

City: San Marcos County: San Diego State: CA Zip: 92069

Telephone Number: (760) 510-7706 FAX Number: (760) 510-7715

Type of Business: Engineering Services Type of License: B1999005288

The Company has appointed: J. Craig Anderson, Corporate Affirmative Action Officer

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: 11401 Lamar, Overland Park, KS 66211

Telephone Number: (919) 458-8583 FAX Number: (919) 458-8583

- 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 Black & Veatch Corporation

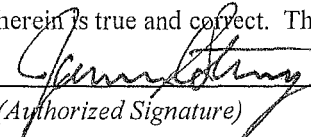
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 16 day of April, 2013.


(Authorized Signature)

James Strayer, P.E., Associate Vice President
(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): San Marcos and Scripps Ranch

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						10	3		
Professional	2		2		1	1					4	3	2	
A&E, Science, Computer					1						2			
Technical												1		
Sales												1		
Administrative Support											3	8		
Services			1								11	2		
Crafts														
Operative Workers			1								1			
Transportation														
Laborers*														

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

Totals Each Column	2		5		3	1					31	18	2	
--------------------	---	--	---	--	---	---	--	--	--	--	----	----	---	--

Grand Total All Employees 50

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

OFFICE(S) or BRANCH(ES): Overland Park, Kansas

COUNTY: Johnson

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	15	4	23	5	24	2	3					660	113	1	2
Professional	39	30	37	25	128	46	6					1094	400	5	3
A&E, Science, Computer															
Technical	25	3	11	5	6	4	3					368	62	2	
Sales					1							14	1		
Administrative Support		20	2	9	1	4						24	205	1	3
Services	3											10			
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column	82	57	73	44	160	56	12	0	0	0	2170	781	9	8
--------------------	----	----	----	----	-----	----	----	---	---	---	------	-----	---	---

Grand Total All Employees	3452
---------------------------	------

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION 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 qualify as local businesses shall 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 services, 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
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2605	Soil and geotechnical engineering	1%	SLBE	City of San Diego
Arrieta Construction 1215 North Marshall Ave. El Cajon, CA 92020	Permitting, traffic control, excavations, hot taps, dewatering/dechl orination/disinfect ion, minor repairs, internal video/leak detection	28%	ELBE	City of San Diego SBA- State of CA
Structural Integrity Associates, Inc. 5215 Hellyer Ave, Suite 210 San Jose, CA 95138	Ultrasonic thickness profiling of steel cylinders and structural analysis of pipelines	3%	OBE	N/A
V&A Consulting Engineers, Inc. 11011 Via Frontera, Suite C San Diego, CA 92127	Corrosion engineering and internal manned inspections	6%	OBE	DBE-Caltrans MBE-CPUC

CONTRACT ACTIVITY REPORT

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

PROJECT: _____ **PRIME CONTRACTOR:** _____

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

Include Additional Services Not-to-Exceed Amount

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

Completed by: _____

CONSULTANT'S PAST PARTICIPATION LIST

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

NAME OF PROJECT: San Vicente Pump Station-San Diego County Water Authority

TYPE OF PROJECT: Pump Station Design

DOLLAR VALUE OF PROJECT: \$7,213,878.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, W ₀ SB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: DEA (David Evans & Associates Formerly- Lintvedt, McColl & Associates) Address: 110 West A Street, Suite 1700 City: San Diego _____ State: CA _____ Zip: 92101 _____ Phone: 619-400-0600 _____	Designer	Surveying and Utility Research	\$29,614.90	Formerly Certified WBE	City
Name: Simon Wong Engineering Address: 9968 Hibert Street City: San Diego _____ State: CA _____ Zip: 92131 _____ Phone: 858-566-3113 _____	Designer	Structural Engineering	\$583,320.98	MBE	California Public Utilities Commission and Minority Supplier Development Council
Name: EI & C Engineering, Inc. Address: 15635 Alton Parkway City: Irvine _____ State: CA _____ Zip: 92618 _____ Phone: _____	Designer	Electrical – Instrumentation & Control	\$16,200.00	DBE, SBE, WOSB	DBE-CUCP California Unified Certification Program- California Dept. of Transportation (CFR) SBE-Coalition of Southern California Public Agencies WOSB-US Small Business Administration 8 (m) program
Name: Richard Brady & Associates Address: 3710 Ruffin Road City: San Diego _____ State: CA _____ Zip: 92123 _____ Phone: 858-496-0500 _____	Designer	Water Expert - Consultant	\$213,426.08	MBE SDB	MBE –Supplier Clearinghouse CPUC SDB-Small Business Administration 8 (m)

NAME OF PROJECT: Otay II Pipeline-City of San Diego

TYPE OF PROJECT: Pipeline Design

DOLLAR VALUE OF PROJECT: \$1,742,100.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, W ₀ SB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: DEA (David Evans & Associates Formerly- Lintvedt, McColl & Associates) Address: 110 West A Street, Suite 1700 City: San Diego State: CA Zip: 92101 Phone: 619-400-0600	Designer	Surveying and Utility Research / Traffic Control Plans	\$261,315.00	Formerly Certified WBE	City
Name: Simon Wong Engineering Address: 9968 Hibert Street City: San Diego State: CA Zip: 92131 Phone: 858-566-3113	Designer	Structural Engineering	\$17,421.00	MBE	California Public Utilities Commission and Minority Supplier Development Council
Name: Ninyo & Moore Address: 5710 Ruffin Road City: San Diego State: CA Zip: 92123 Phone: 858-576-1000	Designer	Geotechnical Investigation	\$52,263.00	MBE	California Public Utilities Commission and Minority Supplier Development Council
Name: Corrpro Companies, Inc. Address: 7290 Engineer Road City: San Diego State: CA Zip: 92111 Phone: 858-278-3596	Designer	Corrosion Protection	\$52,263.00	OBE	N/A


CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Three Water Transmission Pipelines Condition Assessment (Contract No. H135835)

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: Black & Veatch Corporation

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 James Strayer, P.E.
Title Associate Vice President
Date April 16, 2013

CITY OF SAN DIEGO

EXHIBIT F

Consultant Performance Evaluation

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																									
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: Phone: (____) _____																										
3. CITY DEPARTMENT RESPONSIBLE																											
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: (____) _____																										
4 & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)																											
4. Design																											
4a. Agreement Date: _____ Resolution #: R- _____ \$ _____																											
4b. Amendment(s): \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)																											
4c. Total Agreement (4a. & 4b.): \$ _____																											
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">100 %</td> </tr> <tr> <td style="text-align: center;">Agreement</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Delivery</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Acceptance</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>			_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____
_____ %	_____ %	_____ %	_____ %	_____ %	100 %																						
Agreement	_____	_____	_____	_____	_____																						
Delivery	_____	_____	_____	_____	_____																						
Acceptance	_____	_____	_____	_____	_____																						
5. Construction																											
5a. Contractor _____ Phone (____) _____ <i>(name and address)</i>																											
5b. Superintendent _____																											
5c. Notice to Proceed _____ (date)	5f. Change Orders:																										
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____																										
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____																										
	Changed Scope _____ % of const. cost \$ _____																										
	Changes Quantities _____ % of const. cost \$ _____																										
	Total Construction Cost \$ _____																										
6. OVERALL RATING (Please ensure Section 7 is completed)																											
	Excellent	Satisfactory	Poor																								
6a. Plans/Specification Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																								
Consistency with Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																								
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																								
6b. Overall Rating _____																											
7. AUTHORIZING SIGNATURES																											
7a. Project Manager _____ Date _____																											
7b. Deputy Director _____ Date _____																											

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

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

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS***Pledge of Compliance***

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

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

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

A. PROJECT TITLE:

Three Water Transmission Pipelines Condition Assessment (Contract No. H135835)

B. BIDDER/CONTRACTOR INFORMATION:

Black & Veatch			
Legal Name		DBA	
300 Rancheros Dr., Suite 250	San Marcos	CA	92069
Street Address	City	State	Zip
James Strayer, P.E., Associate Vice President		760-510-7704	760-510-7715
Contact Person, Title		Phone	Fax

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

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

Corporation Date incorporated: 11/16/1998 State of incorporation: Delaware

List corporation's current officers: President: Len Rodman, Chairman, President and CEO
Vice Pres: Multiple Vice Presidents
Secretary: Tom Triplett
Treasurer: Daveal Kerns

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.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

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

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

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

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

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

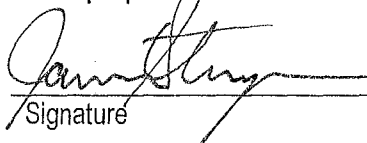
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief.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

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

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

James Strayer P.E., Associate Vice
President

Print Name, Title


Signature

4/16/2013

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.

Len Rodman	Bart Schubert	Jim Lewis	Brad Vaughan
Ralph Dyro	John Johnson	Paul Weida	Fredrik Winterlind
Shawn King	Carl Petz	Clint Robinson	Hal Smith
Dave Lampitt	Brent Burger	Mike Gammill	Richard King
Mark Prenni	Luis Cabreriza	Mike Gaumnitz	Steve Miller
Brad Warn	Mike Baker	Brian Britton	David McMenemie
Mark Bennett	Eric Gaston	Dean Oskvig	Sheri Blauwielckel
Steve Edwards	Dave Kerns	Ed Walsh	Dave Abrams
Lee Kupfer	Steve Rus	Ernest Wright	Hoe Wai Cheong
David Mendelsohn	Larry Seibolt	Kerry Erington	Gary Morrow
Kurt Westermann	John Gustke	Don Mundy	Sheldon Wood
Jim Hengel	Joe Plubell	Mark Amick	Orville Finnigan
Dale Lindberg Jr.	Scott Stallard	Craig Anderson	Mark Fournier
Jim Lusby	Mohan Tahiliani	Rich Boynton	Bob Germinder Jr.
Jim O'Connor	Javid Talib	Myron Brase	George Gruber
Eric Oldenhuis	Gary Townsend	Hector Brouwer De Koning	Anne Harris
Steve Pieschl	Bruce Van Heest	Rich Chapman	Dave Harris
Ted Pintcke	Michael Wadley	Arthur Close	Garry Hart
Brian Price	Dale Williams	Craig Connell	Terry Jordan
Shahid Qadri	Kent Zernickow	James Coyle	Al Kamp
Les Rinck	Rick Crowdis	Curtis Kling	Dan Schmidt
Kevin Currence	Don Knotts	James Schnieders	Jim Doull
Les Lapham	Mark Schrimp	Steve Duxbury	Roger Lenertz
Alex Silver	Ted Andry	John Felski	Vladimir Kantor
Tom O'Brien	Terry Apple	Fred Freeland	Prahlad H.R. Kaushik
Anand Pattani	Stan Armbruster	Bob Frendt	Kevin Kerschen
Tom Phillips	Jeffrey Austin	Jim Gettinger	Dave Koehler
Jose Pires	Tom Bloomer	Stephen Gibbs	Randy Kriesel
Marijan Podrebarac	Tom Bozeman	Luis Gil	Len Kriesky
Janak Poojara	Jack Brake	Donnie Griffin	Kerry Kruzel
John Rector	Dave Brill	Mark Harmon	Jeff Kurtz
Brian Schmidt	Doug Butcher	Steve Heyborne	Larry Lee
Curt Smith	Andrew Byers	Richard Hirsch	David Lefebvre
Allen Sneath	Albert Cabrera	Dave Holt	David Leligdon
Steve Stark	Dave Campbell	Roosevelt Huggins	Joseph Mahendran
Dave Upchurch	Tom Christensen	John Hughes	Chuck Mather
Dave Walker	Bill Crabb Jr.	John Johnson	Mark McDermott
Doug Woody	John Davisson	Mike Johnson	John Morrow
David Yoest	Scott Dicks	Jennifer Julian	Jack Nagle
Bill Van Dyke	John Voeller	Doug Anderson	Clyde Hutchison
Jim Waller	Matt Webber	Gregory Clum	Allen Rose
Scotti Bozeman	Bill Luelf	Jay Sigman	Thomas Wahl
Todd Dudley	Steve Mitts	Karen Daniel	Angela Hoffman
Jeffrey Stamm	John Hardt	Kevin Hinkle	Jerry Myers
Greg Robertson	Lori Kelleher	Skip Gast	Janice Schonwetter
Tim Triplett	Peter Loftspring	Kirk Woodward	Adrienne Mickells
Dennis Schapker	Stuart Shaw	Curtis Martin	John Chevrette
Mark Gabriel	Robert Brnilovich	Russ Feingold	Thomas Peterson
Lyle White	Bill Cole	Joy Johnson	Chip Scott
John Achenbach	William Kemp	Daniel Rueckert	Bruce Allender
John Kersten	Steve Stolze	Marty Travers	John Janchar
Jenny Meegan	Rod Unruh	Paul Miller	John Murphy
Dave Hallowell	Christopher Kraft	Guy Parks	Jim Sundberg
Jacque Hansen	John Marshall		

Cindy Wallis-Lage	Bruce Ainsworth
Ralph Eberts	Don Stevens
Michael Orth	Ashok Varma
Dana Reel	Jim Clark
David Egger	David Mahaffay
Matthew Nott	Seng Chai Tan
Faruk Oksuz	John Tattersall
Steve Phillips	Red Voss
Andy Powell	Jim Welp
Jonathan Pressde	Larry Zimmerman
Tom Ratzki	Richard Dagwell
Jon Doane	Alan Man
Dan Meyer	Bill Stoner
Gary Talmage	Alan Gardner
Mary Ann Lewis	Paul Street
Yien Phin Liew	David Timmerman
Peter Martin	Hala Titus
Jim McKelvey	Richard Waite
James Morley	Jeff Wells
Chris Mueller	Dan Buhrmaster
Jeff Coggins	Dick Kaufman
Pam Kenel	Dave Roberts
Randy Romack	Kevin Davis
Alan Fairweather	Shawn Labonde
Kent Lackey	Norman Song
Mark Steichen	Mike Goff
Dave Argo	Dave Hunt
Steve Canney	Terry Johnson
William Jones Jr.	Tom Reorda
Mark Allan	Brad Hemken
Carlos Araoz	Ron Henderson
Jeff Berk	Jay Hesby
David Carlson	Ian Kirkaldy
Martin Charlton	Les Lampe
Dale Cherry	Paul Lloyd-Henry
Bruce Long	Brent Reuss
Chris Scott	Fred Ellermeier
Steve Foellmi	Brad Moxham
Joe Aillet	Sean Goldwasser
Mike Barcroft	Bob Harbron
Ian Barrett	Jim Hawkins
Paul Boersma	Brady Hays
Matt Bond Jr.	Jeff Henson
David Brown	Bob Hulsey
Mike Johnson	Louis Nemeth
Kyriacos Pierides	James Currie
Bill Davis	David Kinchen
Paul Kneitz	Gary Selby
Gary Shimp	Herb Fiddick
Donnie Ginn Jr.	Todd Larson
Kelvin Lau	James Strayer

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.

James Strayer, P.E., Associate Vice President



April 16, 2013

Print Name, Title

Signature

Date

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.

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: City of San Diego Public Utilities Dept.
2. Name of Specific Consultant & Company: Black & Veatch Corporation
3. Address, City, State, ZIP: 300 Rancheros Drive, Suite 250 San Marcos, CA 92069
4. Project Title (as shown on 1472, "Request for Council Action"): Three Water Transmission Pipeline Condition Assessment (H135835)
5. Consultant Duties for Project: Pipeline Condition Assessment Engineering Evaluations Report Preparations

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Blank lines for listing specific economic interests.

By: Guan Hwang, Deputy Director

5/16/13 [Date]

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

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



Information, contact:
CITY OF SAN DIEGO
BENEFITS PROGRAM
1455 La Jolla Village Drive, San Diego, CA 92101
-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Black & Veatch	Contact Name: James Strayer, P.E., Associate Vice President
Company Address: 300 Rancheros Drive, Suite 250	Contact Phone: 760-510-7704
San Marcos, CA 92069	Contact Email: Strayerjj@bv.com

CONTRACT INFORMATION

Contract Title: Three Water Transmission Pipelines Condition Assessment (Contract No. H135835)	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

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

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

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

James Strayer, P.E., Associate Vice President

4/16/2013

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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**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.

Black & Veatch

Name of Firm

Signature of Authorized Representative

James Strayer, P.E., Associate Vice President

Printed/Typed Name

04/16/13

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**PROJECT TITLE:** Three Water Transmission Pipeline Condition Assessment (Contract No. H135835)

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;

Black & Veatch Corporation

(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 James Strayer, P.E.Title Associate Vice President