

H14 6206



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: March 10, 2014

TO: Barbara Sharatz, Acting Deputy Public Utilities Director, EMTS, PUD

FROM: Dennis Gakunga, Director, Purchasing & Contracting Department

SUBJECT: Sole Source Request for Procurement Authorization with Regents of the University of California, San Diego

Your Sole Source Request for the above subject with Regents of the University of California San Diego 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 3166. For questions, please contact Downs Prior at x55298.


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

Dennis Gakunga,
Director, Purchasing & Contracting Department

DG/pd

cc: Jaime Jacinto, Supervising Management Analyst
Tim Stebbins, Senior Marine Biologist
Angela Laurita, Associate Management Analyst

CITY OF SAN DIEGO
MEMORANDUM

DATE: 3/6/2014
TO: Dennis Gakunga
FROM: Downs Prior 
SUBJECT: Sole Source Request — Regents of the University of California San Diego for Sole Source Procurement Authorization with Regents of the University of California, San Diego

Negotiated Total:
Dept. Est. Total: \$249,000.00
Vendor: Regents of the University of California San Diego
Expiration Date: One-Time Purchase
Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H146206) with Regents of the University of California, San Diego (UCSD), Scripps Institute of Oceanography (SIO), for support of the City's ocean monitoring program and NPDES Permit requirements for the Pt. Loma Wastewater Treatment Plant, 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:

PUD is embarking on a comprehensive facilities planning effort that could result in the implementation of water reclamation and other treatment facilities to reduce the flows to the PLWTP and the discharge to the ocean from the plant, thus potentially eliminating the need for further waiver renewal applications. To support this effort, PUD is in need of scientific assistance to evaluate the discharge to the ocean of lower flows and total suspended solids that could occur under this scenario and in accordance with a possible secondary treatment equivalency designation.

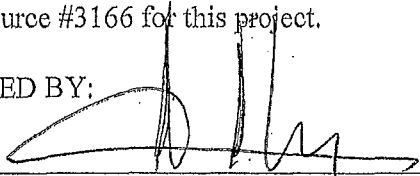
UCSD is uniquely positioned to provide these services by assembling a team of highly credentialed scientists from the various scientific disciplines required to accomplish this work. UCSD can draw from its faculty and staff, as well as from SIO. No other single agency can provide this level of technical expertise. Additionally, scientists from SIO have worked in the local ocean waters surrounding Point Loma for years and have direct knowledge of the City's ocean monitoring efforts and the ocean environment in that area. UCSD and SIO are world renowned for their scientific capabilities and are ideally suited for this work.

CITY OF SAN DIEGO
MEMORANDUM

The total fee for these services shall not exceed \$249,000.00 and the term of the agreement (H146206) shall not exceed June 30, 2016. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed June 30, 2016 without issuance of a modification to duration of both the agreement and this sole source.

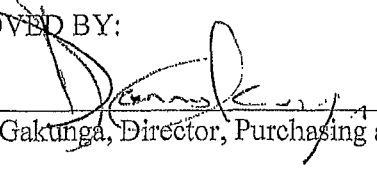
Refer to Sole Source #3166 for this project.

RECOMMENDED BY:



Al Rechany, Program Manager, Public Works Contracting Group

APPROVED BY:



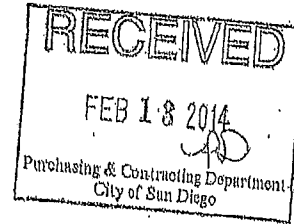
Dennis Gakunga, Director, Purchasing and Contracting

H146206

3166



THE CITY OF SAN DIEGO



MEMORANDUM

DATE: February 6, 2014

TO: James Nagelvoort, Director, Public Works Director
via Halla Razak, Director of Public Utilities *HWR*

FROM: Barbara Shatz, Acting Deputy Public Utilities Director, Environmental
Monitoring and Technical Services Division
via Robert Mulvey, Assistant Public Utilities Director *RM*

SUBJECT: Sole Source Procurement Authorization with Regents of the University of
California, San Diego *D.S.*

REFERENCE: San Diego Municipal Code Sections 22.3208 and 22.3016

The Environmental Monitoring and Technical Services Division of the Public Utilities Department (PUD) requests approval of the sole source procurement of professional services from the Regents of the University of California, San Diego (UCSD), Scripps Institution of Oceanography (SIO), for support of the City's ocean monitoring program and NPDES permit requirements for the Point Loma Wastewater Treatment Plant (PLWTP).

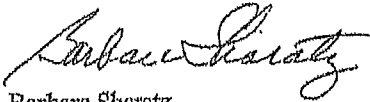
PUD is embarking on a comprehensive facilities planning effort that could result in the implementation of water reclamation and other treatment facilities to reduce the flows to the PLWTP and the discharge to the ocean from the plant, thus potentially eliminating the need for further waiver renewal applications. To support this effort, PUD is in need of scientific assistance to evaluate the discharge to the ocean of lower flows and total suspended solids that could occur under this scenario and in accordance with a possible secondary treatment equivalency designation.

UCSD is uniquely positioned to provide these services by assembling a team of highly credentialed scientists from the various scientific disciplines required to accomplish this work. UCSD can draw from its faculty and staff, as well as from SIO. No other single agency can provide this level of technical expertise. Additionally, scientists from SIO have worked in the local ocean waters surrounding Point Loma for years and have direct knowledge of the City's ocean monitoring efforts and the ocean environment in that area. UCSD and SIO are world renowned for their scientific capabilities and are ideally suited for this work. Lastly, the City of San Diego will not economically benefit from a competitive bid process for these professional services.

Page 2
James Nagelvoort, Director, Public Works Department
February 6, 2014

The sole source contract is expected to extend from FY2014 through June 30, FY2016.

It is requested that you approve the procurement of these professional services for the amount up to \$249,000 on a sole source basis from the Regents of the University of California, San Diego, under San Diego Municipal Code Section 22.3208 which read in part, "The following contracts may be awarded by the Purchasing Agent without advertisement or a competitive process: (a)-(h)" and Section 22.3016 "(a) When certification of a sole source contract is required by this Article, the City Manager or Purchasing Agent shall certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undestorable, impractical, or impossible."



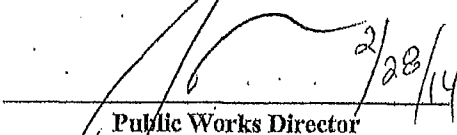
Barbara Sharatz
Acting Deputy Director

BS/jj

cc: Jaime Jacinto, Supervising Management Analyst
Tim Stebbins, Senior Marine Biologist
Angela Laurita, Associate Management Analyst

APPROVED BY:



Director of Public Utilities

Public Works Director

2/28/14

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
UNIVERSITY OF CALIFORNIA, SAN DIEGO
FOR THE
POINT LOMA OCEAN OUTFALL DISCHARGE STUDY**

CONTRACT NUMBER: H146206

Document No. **C-16387**
Filed JUL 11 2014
Office of the City Clerk
San Diego, California

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UNIVERSITY AGREEMENT EXHIBITS

- Exhibit A - Scope of Research
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Reserved
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- Exhibit F - Consultant Evaluation Form
- Exhibit G - Reserved
- Exhibit H - Determination Form
- Exhibit I - Reserved
- 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
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UNIVERSITY
OF CALIFORNIA, SAN DIEGO
FOR UNIVERSITY RESEARCH**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and The Regents of the University of California, University of California, San Diego [University or Consultant].

RECITALS

The City wants to retain the services of University to provide scientific and analytical services [the Research] to evaluate the ultimate discharge to the ocean from the Point Loma Wastewater Treatment Plant (PLWTP) that would result from the build-out of the proposed water reclamation facilities.

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

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
UNIVERSITY RESEARCH**

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

1.1 Scope of Research. The University shall perform the Research as set forth in the written Scope of Research [Exhibit A] at the direction of the City

1.2 Contract Administrator. The Public Utilities Department [Department] is the contract administrator for this Agreement. The University shall provide the Research as agreed with the designated representative of the Department. The City's designated representative will communicate with the University on all matters related to the administration of this Agreement and the University's performance of the Research 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 Research. The City may, without invalidating this Agreement, order changes in the Scope of Research by altering, adding to or deducting from the Professional Research 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 University's cost of, or the time required for, the performance of any of the Research, the University shall immediately notify the City. The Parties will agree to an equitable adjustment to the University'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 Research, the University shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the University shall immediately advise the City in writing of any anticipated change in the Scope of Research [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 University from its duty to render all Research in accordance with applicable laws and accepted academic standards.

1.5 Reserved.

1.6 Reserved.

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 Research or June 30, 2016 whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The University shall immediately notify the City in writing if the University experiences or anticipates experiencing a delay in performing the Research 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.

2.4 Delay. If delays in the performance of the Research are caused by unforeseen events beyond the control of the Parties, such delay may entitle the University to a reasonable extension of time, but such delay shall not entitle the University 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 University's work; inability to obtain materials, equipment, or labor; required additional Research; or other specific reasons agreed to between the City and the University; provided, however, that: (a) this provision shall not apply to, and the University shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the University; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall

not entitle the University to an extension of time unless the University furnishes the City, in a timely manner, documentary proof satisfactory to City of the University'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 University's performance of the Research, 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 University 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 University for all allowable costs incurred for all work performed through the effective suspension date, and for all outstanding obligations which cannot be canceled. Thereafter, the City may rescind such suspension by giving written notice of rescission to the University. The City may then require the University to resume performance of the Research in compliance with the terms and conditions of this Agreement; provided, however, that the University 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 Either Party's Right to Terminate for Convenience. Either party may, at its sole option and for its convenience, terminate all or any portion of the Research agreed to pursuant to this Agreement by giving 60 days written notice of such termination to the other party. Such notice shall be delivered by certified mail with return receipt for delivery to the sender. Upon the giving of notice of termination by City, as of the effective termination date the University shall exert its best efforts to limit or terminate any outstanding commitments. City shall reimburse University for all allowable costs reasonably incurred by it for all work performed through the effective termination date, and for all outstanding obligations which cannot be canceled. Such obligations may include salary and fringe benefits (including vacation accrual) of personnel engaged on the project during their severance period; purchase orders and other agreements with outside vendors which cannot be canceled; inventory storage and disposition costs for items produced under this Agreement; and indirect costs associated with these obligations. In addition, University shall also be reimbursed for those allowable additional costs which may be incurred as a result of termination, including any extraordinary clerical and accounting costs. University shall furnish, within ninety (90) days of the effective date of termination, a final invoice for settlement of all costs to be reimbursed. Upon the giving of notice of termination by University, as of the effective termination date City shall have no additional liability for any costs or obligations. In addition, University shall furnish, within sixty (60) days of the effective date of termination, a final summary of all funds expended and shall reimburse City for any funds paid by City to University in excess of total funds expended by University.

2.7 Reserved.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the University for performance of all Research rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$234,885.00. The compensation for the Scope of

Research shall not exceed \$234,885.00, and the compensation for Additional Research (described in Section 3.2), if any, shall not exceed \$0.00.

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

3.3 Manner of Payment. The City shall pay the University in accordance with the projected costs in the Compensation and Fee Schedule (Exhibit B) subject to actual costs, but in no case to exceed the total contract amount in Section 3.1. The University shall submit one cost reimbursement invoice per calendar quarter in accordance with the projected costs in the Compensation and Fee Schedule. The University shall include with each invoice a report of expenditures by major cost categories. The City will pay invoices within thirty calendar days of receipt.

3.4 Reserved

3.5 Eighty Percent Notification. The University 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 Research appears that it may be greater than the maximum compensation for this Agreement.

3.6 Title to Equipment. The City shall retain title to equipment purchased under this Agreement. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

3.7 Annual University Fiscal Closing. University shall forward notice to the City by April 30 of each project year of the anticipated expenses for the balance of the project year through June 30 so that City may reserve funds to pay for expenses from the current project year, refer to Section 9.1 for notice address. University anticipates submitting invoice for June by the end of July.

3.8 Carry Forward of Unexpended Funds. With the City's prior approval, the University may carry forward unexpended funds from one project year to the next in support of uncompleted tasks.

ARTICLE IV

UNIVERSITY'S OBLIGATIONS

4.1 Academic Standards. The University agrees that the Research conducted under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional educational institution using the degree of care and skill ordinarily exercised by reputable academics practicing in the same field of research 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 University of responsibility for complying with all applicable laws and codes.

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 University's and any Subcontractor's premises to review and audit the University'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 University's premises, of any and all records related to the Research 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 University 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 Research, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices pertaining to the Research 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 University and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The University and Subcontractors shall make available to the City for review and audit, all Research related accounting records and documents, and any other financial data. Upon the City's request, the University and Subcontractors shall submit exact duplicates of originals of all requested records to the City; the City shall reimburse the University and Subcontractor for copying costs.

4.2.3 City's Right Binding on Subcontractors. The University shall include the City's Right as described in Section 4.2, in any and all of their Research subcontracts, if applicable, 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 University'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 University shall maintain its self-insurance program for the duration of this Agreement and maintain coverage equivalent to the types of coverage specified in Section 4.3.1. Maintenance of specified insurance coverage is a material element of this Agreement and University's failure to maintain coverage or to provide evidence of coverage during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the University 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 University shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance 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.

4.3.1.2 Commercial Automobile Liability. For all of the University's automobiles including owned, hired and non-owned automobiles, the University shall keep in full force and effect, automobile insurance providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence.

4.3.1.3 Workers' Compensation. For all of the University's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the University shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage.

4.3.2 Reserved

4.3.3 Reserved

4.3.4 Reserved

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the University's insurance coverage, limits, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the University 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 University 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 University's hiring or retaining of any third parties [Subcontractors] to perform Research [Subcontractor Research] is subject to prior approval by the City. If at any time after this Agreement is entered into the University identifies a need for

additional Subcontractor Research, the University shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Research. The University's notice shall include a justification, a description of the Scope of Research, and an estimate of all costs for the Subcontractor Research. The University 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 University and any Subcontractor shall contain the information as described in Section 4.7, and shall also provide as follows:

4.4.1.1 The University 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 University proportionate to the research performed by the Subcontractor.

4.4.1.2 The University is obligated to pay the Subcontractor, for University and City-approved invoice amounts, out of amounts paid by the City to the University, not later than fourteen working days from the University's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the University 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 Research, the University 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 University shall pay the Subcontractor the amount withheld within fourteen working days of the University's receipt of the City's next payment.

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

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 Reserved.

4.6 Reserved.

4.7 Drug-Free Workplace. The University 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 University 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 University's Notice to Employees. The University 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 University 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 University shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The University further certifies that each contract for Subcontractor Research 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. University and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Product Endorsement. The University 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.

The City acknowledges and agrees to comply with the provisions of California Education Code 920000 which states The name "University of California" is the property of the state. No person shall, without the permission of the Regents of the University of California, use this name, or any abbreviation of it or any name of which these words are a part, in any of the following ways:

(1) To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity, or enterprise.

(2) To imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by the University of California.

(3) To display, advertise, or announce this name publicly at, or in connection with, any meeting, assembly, or demonstration, or any propaganda, advertising, or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition, or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity, or program.

4.9 Conflict of Interest. The University 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 Research set forth in this Agreement, the University 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 University shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the University's relevant financial interests. The determination as to whether any individual members of the University'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 University shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the University is subject to a conflict of interest code. The University 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 University was subject to a conflict of interest code.

4.9.1.2 If the City requires the University to file a statement of economic interests as a result of the Research performed, the University 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 University 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 University's personnel employed for the Research shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The University shall not recommend or specify any product, supplier, or contractor with whom the University 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 University 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 University 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, the Research provided under this Agreement, upon the City's request, the University, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The University'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 University for fees incurred for providing Mandatory Assistance as Additional Research under Section 3.3.

4.12 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the University or its agents, officers, and employees may incur expenses and/or costs. The University agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

4.13 Reserved.

4.14 ADA Certification. The University hereby certifies (Exhibit K) that it agrees to comply with the American with Disabilities Act and the California Fair Employment and Housing Act (FEHA) which are incorporated into this Agreement by this reference.

4.15 Reserved.

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. City agrees to defend, indemnify and hold University harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

University agrees to defend, indemnify and hold City harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result

from the negligent or intentional acts or omissions of University, its officers, agents, 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 American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Reserved.

7.3 Reserved.

7.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner. 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."

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Publication and Data Rights. University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed under this Agreement to the extent such results do not contain Confidential Information of City. City shall have the right to disclose, publish and use the technical reports, data and information delivered hereunder to City by University.

8.2 Patent Rights. Inventorship of inventions, developments or discoveries arising from research conducted under this Agreement shall be determined in accordance with United States Patent Law, Title 35 United States Code. All rights to inventions or discoveries, including software, made solely by either the City or the University shall belong to the City or the University, respectively, and shall be disposed of in accordance with the applicable City or University policy. All rights to inventions or discoveries, including software, made jointly by University and City shall be jointly-owned. To the extent that the University has the legal right to do so, the University shall offer to the City, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate a commercial, royalty-bearing license, to make,

use, and sell any University or Joint Invention conceived and first actually reduced to practice in the performance of research under this Research Agreement, for the term of any patent thereon. The University shall promptly disclose to the City any inventions arising under this Research Agreement. The City shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the University. The City shall advise the University in writing within sixty (60) days of disclosure to the City whether or not it wishes to secure a commercial license. If the City elects to secure a license, the City shall reimburse University all costs associated with patent filing for such inventions, whether or not a patent issues. Said license shall contain reasonable terms and shall require diligent performance by the City for the timely commercial development and early marketing of such inventions, and include the City's continuing obligation to share patent costs. If City elects not to secure such license(s), rights to the Invention(s) disclosed hereunder shall be disposed of in accordance with University policies, with no further obligation to City.

8.3 Reserved.

8.4 Reserved.

8.5 Reserved.

8.6 Reserved.

8.7 Reserved.

8.8 Reserved.

8.9 Reserved.

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, 2392 Kincaid Road, San Diego, CA 92101, Attn: Jaime Jacinto, MS45A and notice to the University shall be addressed to: Clarice Lin Park, University of California, San Diego, 9500 Gilman Drive, La Jolla 92093-0934.

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

9.3 **Non-Assignment.** Neither party shall 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 other party's prior written approval. Any assignment in violation of this paragraph shall constitute grounds for termination for convenience under section 2.6 of this

Agreement.. In no event shall any putative assignment create a contractual relationship between the either party and any putative assignee.

9.4 Independent Contractors. The University and any Subcontractors employed by the University shall be independent contractors and not agents of the City.

9.5 University and Subcontractor Principals for University Research. It is understood that this Agreement is for unique Research. Retention of the University's Research is based on the particular professional expertise of the following member of the University's organization: Eugene Pawlak ["Principal Investigator"]. Accordingly, performance of Research on the Project may not be delegated to other members of the University's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the Principal Investigator is the principal person responsible for delivery of all Research and may not be removed from the Project without the City's prior written approval. Removal of any of the Principal Investigators without notice and approval by the City may be considered cause for termination for convenience of this Agreement by the City. In the event any of the Principal Investigators 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 University, to require any of the Principal Investigators 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 University, shall be deemed to be both covenants and conditions.

9.7 Compliance with Controlling Law. The University shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction. 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.

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 University 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 similar Research.

9.15 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the University employs an individual at the Mechanical and Aerospace Engineering Department (MAE) or Scripps Institution of Oceanography (SIO) 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 University.

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 University's performance of Research 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 Research and termination or completion of the Agreement.

9.23 Reserved.

9.24 Reserved.


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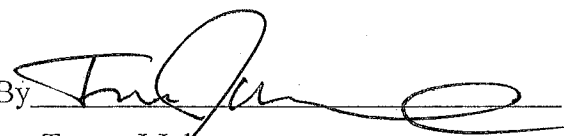
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the University.

Dated this 10th day of July, 2014.

THE CITY OF SAN DIEGO
Mayor or Designee

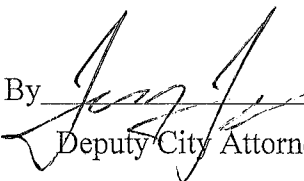
By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind The Regents of the University of California, San Diego and that I have read all of this Agreement, this 24 day of June, 2014.

By: 
Trevor J Johnson
Senior Contract Officer, Office of Contract and Grant Administration, UCSD

I HEREBY APPROVE the form and legality of the foregoing Agreement this 11 day of July, 2014.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

UNIVERSITY AGREEMENT EXHIBITS

- Exhibit A - Scope of Research
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Reserved
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Reserved
- Exhibit H - Determination Form
- Exhibit I - Reserved
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - American With Disabilities Act (ADA) Compliance Certification

SCOPE OF RESEARCH

Point Loma Ocean Outfall Discharge Study

Introduction

The City of San Diego's Point Loma Wastewater Treatment Plant (PLWTP) operates with a modified National Pollutant Discharge Elimination System (NPDES) permit that obviates the need for very expensive secondary treatment (waiver). This permit must be renewed every five years that includes a very extensive review of the effects of its discharge on the local marine environment. Another renewal application is due to the regulatory agencies in January 2015. The Public Utilities Department of the City of San Diego is embarking on a comprehensive facilities planning effort that could result in the implementation of water reclamation and other treatment facilities that would reduce the flows to the Pt. Loma facility. In addition to the generation of much needed water, this facilities plan would significantly reduce the discharge from Pt. Loma to the ocean over what would have occurred without the upstream improvements. The amount of Total Suspended Solids (TSS) being discharged could be capped at a level of approximately what it would discharge if it were at its ultimate capacity and at secondary treatment. In such a scenario Pt Loma could be found equivalent to secondary treatment negating the further need of waiver renewal applications.

The purpose of this study is to evaluate the ultimate discharge to the ocean from the PLWTP that would result at build-out of the proposed water reclamation facilities. This review will focus on the resultant lower flows, and limits (cap) on the suspended solids discharge in relation to achieving secondary equivalency status.

Tasks

1. Provide a panel of scientists with the appropriate experience and/or expertise necessary for the study.
2. Provide staff support to the panel.
3. Consult with City staff and frame the appropriate questions and concerns to be answered within the context of the project (limited to lower discharge flows and a cap on TSS loading in relation to the definition of secondary equivalency).
4. Use best professional judgment, applicable studies and review of pertinent city monitoring and other data (such as: Pt Loma ocean monitoring, special studies, outfall design criteria, initial dilution calculations, oxygen depletion calculations, fate of suspended solids studies, outfall plume studies and regional surveys etc) to answer appropriate questions.
5. Produce a final report of findings by a date agreed upon with the city.

COMPENSATION AND FEE SCHEDULE

UCSD PROPOSAL BUDGET FORM

University of California San Diego (MAE)

Budget Period: From 03/01/14 Through 02/28/15 Year 1 of 1

Direct Costs: MAE

List Personnel Salary and Fringe Benefits

UCSD# 2014-3202

Name	Payroll Title	Monthly Salary	# of Months	% Effort	Person Months	Requested Salary	* Fringe Benefits		Total
							%	Amount	
Pawlak, Eugene	Associate Professor	12,669	2	100.00	2.0	25,338	12.2	3,091	28,429
McIntyre, Kimberly	Admin Analyst, Sr	7,200	3	100.00	3.0	21,600	10.9	2,354	23,954

Check box for additional personnel. List "Additional Personnel" on next page.

List Graduate Student Researchers (GSRs) Salary and Fringe Benefits

# of	Name	Payroll Title	Monthly Salary	# of Months	% Effort	Person Months	Requested Salary	* Fringe Benefits %	* Fringe Benefits Amount	Total
1	TBN (Academic Year)	GSR IV	3,665	3	49.99	1.5	5,496	0.6	33	5,529
1	TBN (Summer)	GSR IV	3,775	3	49.99	1.5	5,661	2.5	142	5,803

Fringe Benefit Rate % and Tuition Remission Calculation: \$ 58,096 \$ 5,620 \$ 63,716

* Enter the appropriate Fringe Benefit Rate %. For example: 17.0% enter 17 in the box.

The budget form will calculate the Fringe Benefit Amount and the Total automatically.

The "Totals" above also include Salary and Fringe Benefit amounts from the next page.

Tuition Remission: # of GSR's: <u>1</u> x # of Months: <u>3</u> x Tuition Remission Rate: <u>2,660</u> = <u>7,980</u>	\$ 7,980
Tuition Remission: # of GSR's: <u> </u> x # of Months: <u> </u> x Tuition Remission Rate: <u> </u> = <u> </u>	
Tuition Remission: # of GSR's: <u> </u> x # of Months: <u> </u> x Tuition Remission Rate: <u> </u> = <u> </u>	
Tuition Remission: # of GSR's: <u> </u> x # of Months: <u> </u> x Tuition Remission Rate: <u> </u> = <u> </u>	

Consultant(s)									\$
Equipment									\$
Supplies and Materials	Project specific supplies and materials		300						\$ 1,800
	Computer and software		1,500						
Travel									\$
Subaward(s)									\$
Other Expenses	MAE NGN Communication Fee		440						\$ 440

Total Direct Costs \$ 73,936

Indirect Costs:

On Campus Federally-Negotiated Rate(s)	<u>55.0</u> %	x	MTDC Base: <u>65,956</u> = <u>36,276</u> =	36,276
		x	MTDC Base: <u> </u> = <u> </u>	
Off Campus Federally-Negotiated Rate		x	MTDC Base: <u> </u> = <u> </u>	
Other Rate		x	Base: <u> </u> = <u> </u>	

Total Indirect Costs \$ 36,276

Total Costs Requested \$ 110,212

UCSD PROPOSAL BUDGET FORM

University of California San Diego (SIO)

Budget Period: From 03/01/14 Through 02/28/15 Year 1 of 1

Direct Costs: SIO

List Personnel Salary and Fringe Benefits

UCSD# 2014-3202

Name	Payroll Title	Monthly Salary	# of Months	% Effort	Person Months	Requested Salary	* Fringe Benefits		Total
							%	Amount	
Dayton, Paul K.	Research Biologist	15,963	1	100.00	1.0	15,963			15,963
Parnell, P. Edward	Assoc Research Oceanographer	11,423	2	100.00	2.0	22,846			22,846
Hamdoun, Amro	Asst Professor	13,032	1	100.00	1.0	13,032			13,032
Bartlett, Douglas	Professor	20,876	1	100.00	1.0	20,876			20,876

Check box for additional personnel. List "Additional Personnel" on next page.

List Graduate Student Researchers (GSRs) Salary and Fringe Benefits

# of	Name	Payroll Title	Monthly Salary	# of Months	% Effort	Person Months	Requested Salary	* Fringe Benefits %	* Fringe Benefits Amount	Total
1	TBN (Summer)	GSR	4,868	3	45.45	1.4	6,638			6,638

Fringe Benefit Rate % and Tuition Remission Calculation:

\$ **79,355** \$ \$ **79,355**

* Enter the appropriate Fringe Benefit Rate %. For example: 17.0% enter 17 in the box.

The budget form will calculate the Fringe Benefit Amount and the Total automatically.

The "Totals" above also include Salary and Fringe Benefit amounts from the next page.

Tuition Remission: # of GSR's: _____ x # of Months _____	x Tuition Remission Rate: _____ = _____	\$
Tuition Remission: # of GSR's: _____ x # of Months _____	x Tuition Remission Rate: _____ = _____	
Tuition Remission: # of GSR's: _____ x # of Months _____	x Tuition Remission Rate: _____ = _____	
Tuition Remission: # of GSR's: _____ x # of Months _____	x Tuition Remission Rate: _____ = _____	

Consultant(s)									\$
Equipment									\$
Supplies and Materials	Laboratory supplies		640						\$ 640
Travel	Domestic travel								\$
Subaward(s)									\$
Other Expenses	SIO NGN Communication Fee		440						\$ 440

Total Direct Costs \$ **80,435**

Indirect Costs:

On Campus Federally-Negotiated Rate(s)	<u>55.0</u> %	x	MTDC Base:	<u>80,435</u> =	<u>44,239</u> =	44,239
	_____ %	x	MTDC Base:	_____ =	_____ =	
Off Campus Federally-Negotiated Rate	_____ %	x	MTDC Base:	_____ =	_____ =	
Other Rate	_____ %	x	Base:	_____ =	_____ =	

Total Indirect Costs \$ **44,239**

Total Costs Requested \$ **124,674**

University of California - San Diego
Cumulative Budget

Cumulative Budget Period: From 03/01/14 Through 02/28/15

UCSD# 2014-3202

	Year 1-MAE	Year 1-SIO	Year 3	Year 4	Year 5	Cumulative
Salaries	58,096	79,355				137,450
Fringe Benefits	5,620	-				5,620
Tuition Remission	7,980	-				7,980
Consultant(s)	-	-				-
Equipment	-	-				-
Supplies and Materials	1,800	640				2,440
Travel	-	-				-
Subaward(s)	-	-				-
Other Expenses	440	440				880
Total Direct Costs	\$ 73,936	\$ 80,435	\$ -	\$ -	\$ -	\$ 154,370
MTDC:						146,390
Total Indirect Costs	\$ 36,276	\$ 44,239	\$ -			\$ 80,515
Total Costs Requested	\$ 110,212	\$ 124,674	\$ -	\$ -	\$ -	\$ 234,885

BUDGET JUSTIFICATION

1. Salaries (\$137,450 total)

Salaries for all UCSD personnel are based upon current University of California academic and staff salary scales.

Mechanical and Aerospace Engineering (\$58,096)

Summer salary support for Professor Gene Pawlak is included for two months. As the panel chairman, Pawlak will oversee and review the overall scientific review effort and will direct analysis of the physical oceanographic data. He will also serve as the technical point of contact for the overall project. Three months of salary support are included for Kim McIntyre who will serve as project coordinator. She will organize the panel efforts, coordinate panel meetings, assemble and edit the final panel report and will serve as the administrative point of contact for the panel. A graduate research assistant in Mechanical and Aerospace Engineering will be supported for 6 months, who will directly carry out statistical analysis of oceanographic data under Pawlak's supervision.

Scripps Institution of Oceanography (\$79,355)

Salary support is included for SIO researchers who will participate in the scientific review including Professor Paul Dayton (1 month: benthic ecology), Researcher Ed Parnell (2 months, benthic ecology, physical oceanography), Professor Amro Hamdoun (1 month, microbiology) and Professor Douglas Bartlett (1 month, microbiology, human pathogens). The budget also includes 3 months of summer salary support for a graduate research assistant who will work with Professor Hamdoun to analyze marine microbiology data.

2. Fringe Benefits (\$13,600 total)

Fringe benefits are calculated at rates currently in effect for the University of California. Tuition remission costs for one quarter are included for the MAE student under 'Fringe Benefits' as outlined below.

3. Supplies and Material (\$2,440 total)

Funds budgeted under "Materials and Supplies" costs for one computers for the MAE graduate assistant, associated computer software and general project materials and supplies. Laboratory supplies are budgeted at \$640.

4. Other Expenses (\$880 total)

Standard NGN Communication fees are included to support wireless and ground line communication costs which are directly associated with individuals working on the research project at UCSD.

5. Indirect Cost (\$80,515 total)

Indirect costs are calculated from Modified Total Direct Costs, which excludes equipment costs (greater than \$5,000) and tuition remission. The standard, negotiated indirect cost rate for UCSD is 55% effective 7/1/2012 and thereafter.

TIME SCHEDULE

Pt. Loma Outfall Discharge Study

1. UCSD will initiate work immediately upon issuance of "Notice To Proceed" (NTP) by the City.
2. Within 30 days of NTP:
 - a. Complete the development of questions to be addressed in consultation with city staff.
 - b. Organize the Scientific Panel and Develop internal schedules and procedures for the Panel to use to complete the work.
3. For the balance of the contract period:
 - a. Proceed with work tasks according to a schedule determined by the Panel that allows the completion of the Scope of Services and production of deliverables within the time required by the City.
 - b. Provide a comprehensive final report by the date required by the city (no later than September 30, 2014).
 - c. Support the City relative to the final report by providing technical explanations, addressing questions and attending informational meetings (thru contract expiration of June 30, 2016).

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

RESERVED


UNIVERSITY CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Point Loma Ocean Outfall Discharge Study

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:

The Regents of the University of California; University of California, San Diego
Name under which business is conducted

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

Signed 
Printed Name Trevor Johnson
Title Contract and Grant Officer
Date 6/24/14

CITY OF SAN DIEGO

EXHIBIT F

University Performance Evaluation

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

Section I

1. PROJECT DATA		2. UNIVERSITY DATA																																	
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of University: 2b. University'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) \$ _____ / # _____ (University) 4c. Total Agreement (4a. & 4b.): \$ _____																																			
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">100 %</td> </tr> <tr> <td>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> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>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> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>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> <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) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																																		
6. OVERALL RATING (Please ensure Section II 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 _____																																	

(4/91)

TURN OVER

Section II		SPECIFIC RATING							
PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO CITY STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
	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"/>
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	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

RESERVED

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego - Public Utilities
2. Name of Specific Consultant & Company: Nancy Wilson - UCSD
3. Address, City, State, ZIP: University of California, San Diego, 9500 Gilman Drive, La Jolla, CA 92093-0210
4. Project Title (as shown on 1472, "Request for Council Action"): Pt. Loma Ocean Outfall Discharge Study (H146206)
5. Consultant Duties for Project: To convene a panel of scientific experts in the area of oceanography and environmental impact in order to develop recommendations to be included in the NPDES permit renewal for the Pt. Loma Wastewater Treatment Plant.

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: [Signature], Assistant Director
[Name/Title]*

5/20/11
[Date]

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

DEFINITION OF “UNIVERSITY”

California Code of Regulations defines a “University” as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm1/28/2006

EQUAL BENEFITS ORDINANCE

CERTIFICATION OF COMPLIANCE

RESERVED

**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 Research 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.

The Regents of the University of California; University of California, San Diego

Name of Firm



Signature of Authorized Representative

Trevor Johnson

Printed/Typed Name

UNIVERSITY CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Point Loma Ocean Outfall Discharge Study

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;

The Regents of the University of California; University of California, San Diego

(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 Trevor Johnson

Title Contract and Grant Officer