

DUPLICATE ORIGINAL

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
AECOM TECHNICAL SERVICES, INC.
FOR
PREPARATION OF GROUNDWATER MANAGEMENT PLAN -
SAN DIEGO FORMATION

CONTRACT NUMBER: H156306

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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 - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND AECOM TECHNICAL SERVICES, INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and AECOM Technical Services, Inc. [Consultant] for the Consultant to provide Services to the City for civil engineering.

RECITALS

The City wants to retain the services of a civil engineering firm to provide civil engineering services [the Services].

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

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

**ARTICLE I
CONSULTANT SERVICES**

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

1.1 Scope of Services. The Consultant shall perform the Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or May 31, 2020, 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 \$949,974.00. The compensation for the Scope of Services shall not exceed \$855,227.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$94,747.00.

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 Approved Surplus Lines Insurers (LASLI 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 Additional 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 Additional 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.

4.15 Prevailing Wage Rates: Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.15.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.15.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.15.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the

predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.15.2. Penalties for Violations. Consultant and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

4.15.3. Payroll Records. Consultant and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require its subconsultants to also comply with section 1776. Consultant and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.15.3.1. For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.15.4. Apprentices. Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.15.5. Working Hours. Consultant and their subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

4.15.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.15.7. Labor Code Section 1861 Certification. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

4.15.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.15.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

4.15.9.1. A Consultant’s inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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, 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 active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, 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, Attn: Greg Cross, MS906, 525 B Street, San Diego, CA 92101 and notice to the Consultant shall be addressed to: AECOM Technical Services, Inc., Attn: David Schug, 4225 Executive Square, Ste 1600, La Jolla, CA 92037.

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: David Schug, Krista Ellis, Larry Rodriguez, Doug Gillingham, & Josie Calderon-Scott [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).

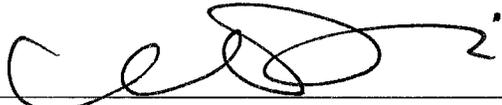
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DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R-309780, authorizing such execution, and by the Consultant pursuant to AECOM Technical Services, Inc.'s signature authority document.

Dated this 7th day of July, 2015.

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 AECOM Technical Services, Inc. and that I have read all of this Agreement, this 4th day of MARCH, 2015.

By 

Paul Ryan
Senior Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 8 day of July, 2015.

JAN I. GOLDSMITH, City Attorney

By 

Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

1.0 TASK 1: DEVELOPMENT OF A GROUNDWATER MANAGEMENT PLAN (GMP) GUIDANCE WORK PLAN

Objective: To establish a Work Plan for development of the GMP.

AECOM Technical Services, Inc. (AECOM) will create a Work Plan to guide the City, Sweet Water Authority (SWA), and other agencies through the development of the GMP. The work plan will identify the technical requirements of the document, public notifications, participant roles and responsibilities, project schedule, including technical workshops and meetings, milestones/deadlines, and task duration for each aspect of the project.

To assist work plan preparation, the City, SWA, and other agencies will provide AECOM with Basin groundwater data from the earliest available time frame to the present from DWR, USGS, and other sources at time of Notice to Proceed. AECOM will be responsible for the identification of any data gaps or missing information that may occur and shall research and acquire the necessary information, to the extent necessary to prepare the Work Plan. This scope of services does not include any sampling, monitoring, or field testing.

No field testing or numerical groundwater modeling work are included in this scope of services. However, the need for further studies will be evaluated during the development of the GMP and recommendations describing future studies in support of groundwater storage and conjunctive use will be included in the GMP.

In a preliminary way, the guidance Work Plan will provide options and identify anticipated work activities and schedule for Sustainable Groundwater Management Act additions (in accordance SB 1168 & 1739). If the City decides to pursue the additional work activities as identified in the work plan, then such additional work activities may be authorized as additional services, and are not included in the GMP preparation.

Deliverable: AECOM will submit three (3) copies of the Draft Work Plan to the City, SWA, and other agencies for review and comment. AECOM will incorporate review comments and submit six (6) copies of the Final Work Plan.

2.0 TASK 2: PREPARE A GMP

The purpose of this task is to assist the City, SWA, and other agencies with the preparation, adoption, and implementation of a GMP that is consistent with the following documents:

California Water Code Sections 10750 through 10756 program guidelines, formerly known as the State of California Assembly Bill AB 3030,
Amendments to the Water Code Section 10750 et seq. in 2003 resulting from the passage of Senate Bill (SB) 1938,
California Department of Water Resources (DWR) guidelines,
The City's 2012 Long-Range Water Resources Plan (LRWRP),
SWA 2008 Water Resources Master Plan, and
SWA Interim Groundwater Management Plan.

The proposed work activities to prepare the Mandatory, Recommended and Voluntary components are outlined below.

Task 2 of this scope of services will result in a GMP that the City, SWA, and other agencies will be responsible for implementing. This scope of services does not include the actual implementation of the GMP.

2.1 MANDATORY GMP COMPONENTS

Objective: Develop and document the GMP elements required by California Water Code (CWC) 10753.7.

SB 1938 added Section 10753.7 to the California Water Code which requires the inclusion of several specific components in new GMPs. In addition, with limited exceptions, under this Section, a local agency must prepare and implement a GMP containing the required components in order to seek State funds administered by DWR for the construction of groundwater projects or groundwater quality projects. Accordingly, AECOM will prepare GMP components described in Water Code section 10753.7, as outlined below in Subtasks 2.1.1 through 2.1.7.

2.1.1 Documentation of Public Involvement

AECOM will document that a written statement is provided to the public describing the manner in which interested parties may participate in developing the GMP. The City and Sweetwater, as part of this component, will appoint a Technical Advisory Committee (Water Code Section 10753.4). AECOM will assist in the preparation of a public outreach plan as discussed in Task 3.

2.1.2 Develop Basin Management Objectives (BMOs)

AECOM will work closely with City, SWA, and other agencies staff in developing BMOs within the San Diego Formation (see project area definition) which includes the protection of the groundwater resources and its long-term sustainable use.

AECOM will provide a description of how recharge areas identified in the GMP substantially contribute to the replenishment of the Basin. CWC Section 10753.7 (a) (1)

2.1.3 Monitoring and Management

AECOM will prepare a program to monitor and manage groundwater parameters such as water elevations, groundwater quality, groundwater pumping, land surface subsidence, and changes in surface water flows and quality that directly affect groundwater levels or quality or are caused by pumping or other uses. The program will identify susceptible areas of impact or change. The program will set thresholds of parameter changes that will trigger mitigation. This will be in a form such as a matrix or other tool that identifies the parameter, its trigger and recommended mitigation measure. The City, SWA, and other agencies will provide input to the program and review it for consistency with existing studies and data.

AECOM will prepare a sustainability evaluation component in the GMP and include a discussion of conjunctive or recharge usage, including indicators of when Basin safe yield is exceeded. Subtask 2.1.8 (below) will develop a groundwater basin budget as part of the sustainability evaluation.

The subtask effort will include but not limited to downloading, compiling and summarizing pertinent USGS web page data for the Basin. The objective is to evaluate historical groundwater level trends within the Basin.

AECOM will propose and demonstrate with relative examples a data management system (DMS) for the storage and retrieval of Basin groundwater information, for future review and approval by the City, SWA, and other agencies before implementation.

AECOM will review available software applications that could be used to support the DMS and provide up to 3 examples for review. For review purposes, it is assumed the software will be non-proprietary, off-the-shelf, and would be available for preliminary demonstration and/or public use at no cost. The proposed DMS will be subject to the City's Department of Information and Technology's approval. For the selected software, AECOM will prepare the Department of Information Technology Business Case (Form ITG-2) for the City to submit. The City and Sweetwater Authority would implement and oversee the DMS and pay any costs associated with DMS software use.

2.1.4 Plans to Involve Other Entities

AECOM will assist the City, SWA, and other agencies in developing an involvement plan with other private and municipal entities and relevant parties located within the Basin. Details of this plan will be completed as part of Task 3.

2.1.5 Adoption of Monitoring Protocols

The City, SWA, and other agencies will assist AECOM in developing monitoring protocols for Basin stakeholders. AECOM will solicit written comments during development of Subtask 2.3.1.

2.1.6 Map of the Groundwater Basin

AECOM will prepare a map of the Basin showing the area of the City, SWA, and other agencies service zones subject to the GMP, other private and municipal local purveyor boundaries, and the Basin boundary. The map shall include:

The GMP shall include a map identifying the recharge areas for the Basin including the newest legislation for GMPs (passed in AB 359 – 2013) CWC Section 10753.7 (a) (4) (A).

The local agency shall submit the prepared [recharge] map (see CWC Section 10753.7 (a) (4) (A)) to the appropriate local planning agencies after adoption of the groundwater management plan. CWC Section 10753.7 (a) (4) (B).

After submitting map CWC Section 10753.7 (a) (4) (C), the boundary should be in accordance with DWR bulletin 118 update 2003 guidelines. The map should include areas surrounding the basin important to monitor and manage (as defined by B118-22003). For areas to be monitored outside the defined B118 basin, AECOM will follow the instructions below.

For local agencies that are located in areas outside the groundwater basins delineated on the latest edition (2003) of the department's groundwater basin and subbasin map shall prepare groundwater management plans incorporating the components in this subdivision, and shall use geologic and hydrologic principles appropriate to those areas. [10753.7 (a) (6)]

AECOM will review pertinent DWR guidelines and contact DWR to discuss proposed basin mapping approach. The groundwater basin map will be prepared using available information sources and may include potential regional recharge areas beyond the boundaries of the City, SWA, and other agencies service zones that would be subject to the GMP. Public well users and water agencies in the broader regional recharge basin would not be subject to the GMP.

The Tijuana River Valley Groundwater Basin will not be included in the GMP.

Deliverables: AECOM will provide a draft of the Basin map along with a short technical memorandum discussing map preparation approach. Upon review by the City/SWA, AECOM will meet with DWR to discuss the mapping and obtain review comments, as appropriate.

The map will be prepared in a PDF format.

2.1.7 Prepare GMP – Mandatory Components

AECOM will prepare a draft text of GMP Mandatory Components as outlined in Subtasks 2.1.1 through 2.1.7, above with supporting appendices.

Deliverables: Draft of appropriate section(s) within GMP addressing each mandatory component set forth in Section 10753.7, as outlined in Subtasks 2.1.1 through 2.1.7, above.

2.1.8 Groundwater Basin Assessment

Objective: Update previous estimates of storage capacity and safe yield.

Based on technical information obtained in Task 1, AECOM will conduct a general hydrogeologic assessment of the Basin including making a limited inventory of groundwater uses in the basin, updating and summarizing available information, and conducting limited hydrogeologic analyses with input from the technical and project advisory committees, as appropriate. Activities would include reviewing the USGS hydrogeologic framework model, as available. Limited desktop analyses will be performed to prepare a simplistic groundwater budget for the Basin. Data from this task will supplement various GMP tasks. The information developed will be summarized in a technical appendix with supporting illustrations.

Deliverables: Draft and Final Groundwater Basin Assessment Technical Appendix.

RECOMMENDED GMP COMPONENTS

Objective: Develop and document the GMP elements recommended by SB 1938 (Amendment to Water Code Section 10750-10756).

In addition to the required components of a GMP set forth by SB 1938, DWR recommends that the following additional components be included in a GMP. The activities outlined below will be in addition to and will expand upon the work activities outlined in Task 2.1:

2.2.1 Assist in the Establishment of an Project Advisory Committee

AECOM will assist in identifying a project advisory committee. Work activities are described in Task 3. Associated fees for a project advisory committee are not included.

2.2.2 Description of the Area to be Managed Under the GMP

AECOM will provide this description, including:

Physical structure and characteristics of the aquifer system,
Summary of historical data,
Issues of concern,
Discussion of historical and projected water demands and supplies, and

Discuss the complexity of the Basin, including but not limited to: its users, recharge knowledge, multi-jurisdictional authority, varying water quality, etc.

Technical Workshops

Two technical workshops are proposed for this subtask. The schedule for these workshops would be developed in Task 1. AECOM will prepare setup and administer up to two technical workshops attended by the technical advisory committee consisting of USGS and other local groundwater experts to properly characterize the San Diego Formation to include but not be limited to the following information:

Copies of previous groundwater studies performed by federal, state, and local governments,
Copies of historic groundwater level data,
Copies of historic groundwater quality data,
Copies of relevant groundwater investigations and modeling studies,
Known sources of groundwater contamination and status of clean-up activities, and
Current and proposed groundwater storage and conjunctive use projects.

The information sources outlined above are assumed to be provided by the City and SWA and would be made available during Task 1. AECOM will review and compile selected pertinent information to be provided to workshop attendees on CD prior to the workshops. Workshop attendees may include representatives of the project advisory committee and/or other agency/academic experts; AECOM will help the City identify these experts. Associated fees are not included. The City or SWA will provide meeting facilities. AECOM will compile workshop minutes and distribute the minutes to the attendees.

2.2.3 Beneficial Use Supply Reliability & Management Actions

For each BMO, AECOM will write:

How meeting the BMO will increase long-term beneficial use supply reliability, and
Existing or planned management actions to meet BMO's.

2.2.4 GMP Monitoring Program

AECOM will prepare a description of the proposed GMP monitoring program, including:

Map of locations of monitoring sites for groundwater levels and groundwater quality, subsidence stations, and stream gages, and
Summary of monitoring sites indicating the recommended type and frequency of monitoring.

2.2.5 Coordination with Land Use, Zoning, or Water Management Planning Agencies

AECOM will write a description of current or planned actions to coordinate with other land use, zoning, or water management planning activities.

2.2.6 *Schedule and Outline for Periodic Reports*

AECOM will prepare a schedule and outline for periodic reports that the City, SWA, and other agencies will have to prepare to summarize the groundwater basin conditions and groundwater management activities during the implementation phase of the GMP.

2.2.7 *Schedule for Periodic Re-Evaluation of the GMP*

AECOM will write a schedule for periodic re-evaluation of the entire GMP that the City, SWA, and other agencies will have to prepare during the implementation phase of the GMP.

2.2.8 *Method for Resolving Disputes*

AECOM will meet with the City and SWA to review issues and discuss methods for resolving disputes. AECOM will prepare meeting notes and a draft resolution protocol for review. AECOM will prepare a draft final resolution protocol document incorporating comments received from the City and SWA. Legal consultation/services are not included.

2.2.9 *Biannual Report to Stakeholders*

AECOM will include description of a biannual report to stakeholders on the Basin conditions (for example, groundwater trends or future Basin plans).

2.2.10 *Prepare GMP – Recommended Components*

AECOM will prepare a draft text of GMP Recommended Components as outlined in Subtasks 2.2.1 through 2.2.9, above with supporting appendices.

Deliverables: Draft text of GMP Recommended Components with supporting appendices. AECOM will provide agendas, materials and facilitate two (2) technical workshops and subsequently provide meeting notes on the workshops.

2.3 **VOLUNTARY GMP COMPONENTS**

Objective: Develop and document the GMP elements recommended by California Water Code Section (CWC) 10750-10756, Voluntary Components.

California Water Code Section 10750 et seq. includes 12 additional specific technical issues that may be addressed in GMPs to manage the Basin optimally and protect it from adverse conditions. Similar to the recommended GMP components outlined in Section 2.2.2.

AECOM will complete the following GMP components listed below and include in the final GMP. The work activities described below will be in addition to and will expand upon the work activities outlined above for Task 2.2.

2.3.1 *The control of saline water intrusion.*

AECOM will solicit and review technical advisory committee input, evaluate susceptible areas, evaluate mitigation measures, and review/revise the GMP Monitoring Plan as appropriate.

2.3.2 *Identification and management of wellhead protection areas and recharge areas.*

AECOM will review wellhead protection regulations and provide considerations for the protection of Basin recharge.

2.3.3 Document the expectations of the local entities regarding regulation of the migration of contaminated groundwater.

AECOM will contact local agencies to identify concerns/regulations concerning contaminated groundwater. An online search using GeoTracker will be performed to help document known groundwater contamination.

2.3.4 Document the expectations of the local entities regarding the administration of well abandonment and well destruction and reference appropriate regulating agency.

AECOM will contact local agencies and document well abandonment/destruction requirements and administration procedures. The presumed local agency with authority is the County of San Diego Department of Environmental Health and the reference standards are per the California Department of Water Resources.

2.3.5 Mitigation of conditions of overdraft.

AECOM will solicit and review technical advisory committee input, identify potential overdraft indicators, evaluate mitigation options, review/revise the GMP Monitoring Plan, as appropriate.

2.3.6 Replenishment of groundwater extracted by water producers.

AECOM will solicit and review technical advisory committee input, identify potential replenishment options, and evaluate the feasibility of replenishment.

2.3.7 Monitoring of groundwater levels and storage.

AECOM will review and update the Monitoring Plan based on additional information developed in Tasks 2.1.3 and 2.1.8.

2.3.8 Facilitating ASR and conjunctive use operations.

AECOM will review previous ASR studies, agency plans, and provide a general evaluation of ASR and conjunctive use feasibility.

2.3.9 Reference DWR construction standards.

AECOM will review and reference DWR standards, and provide a summary for the GMP.

2.3.10 Provide a review of anticipated relationships with state and federal regulatory entities.

AECOM will contact state and federal regulatory agencies, and provide a summary of potential beneficial relationships for the GMP.

2.3.11 Provide a review of applicable land use agency plans and coordinate with land use-planning entities to assess activities which could affect groundwater activities including but not limited to risk of contamination.

AECOM will provide a review of local agencies plans concerning groundwater use, regulation, and contamination assessment/remediation.

2.3.12 Prepare GMP – Voluntary Components

AECOM will write appropriate GMP sections addressing each voluntary component identified above as Subtasks 2.1.3 through 2.3.11.

Deliverable: Draft text of GMP Voluntary Components with supporting appendices.

For each deliverable stated under Task 2, AECOM will provide three (3) hard copies of the Draft sections and six (6) hard copies of the Final sections.

3.0 TASK 3: STAKEHOLDER INVOLVEMENT AND PUBLIC OUTREACH PLAN

3.1 IDENTIFY STAKEHOLDERS, CREATE TECHNICAL AND PROJECT ADVISORY COMMITTEES

Objective: Identify stakeholders, technical advisory committee members and project advisory committee members and their roles and responsibilities.

This task includes identifying stakeholders and their roles, strategizing and selecting a technical advisory committee, project advisory committee and establishing and agreeing upon objectives and schedule for the GMP adoption. AECOM will prepare a written “Public Involvement Statement” and “Resolution of Intent” to prepare a GMP. The City, SWA, and other agencies will be responsible for making the Statement and Resolution of Intent available to the public.

AECOM will make recommendations to the City, SWA, and other agencies for selection criteria of the project advisory committee members. The City, SWA, and other agencies will be responsible for selecting the technical advisory committee and project advisory committee members and paying any associated consulting fees.

The City will be responsible for reviewing and providing the public with the “Statement of Intent” and “Resolution of Intent” along with advertising the review period. A review period will be provided for public review of the Statement and Resolution of Intent. Following the review period, the City, SWA, and other agencies with AECOM assistance will prepare and provide public written responses to all comments received on the Statement and Resolution of Intent to address public and agency comments.

The City will be responsible for the release of the:

“Public Involvement Statement” - invitation for public hearing to notify the public that they are invited to participate in a formal AB3030 plan. The local agency must publish notice of a public hearing per Section 10753.2 (a) of the CWC.

“Resolution of Intent to prepare a GMP” – statement notifying the public a formal AB3030 plan is being undertaken. The local agency may adopt a resolution of intention to adopt a groundwater management plan per Section 10753.2 (b) and the local agency must publish the resolution of intention per Section 10753.3 of the CWC.

Deliverables: AECOM will provide a proposed list of stakeholders, create a technical advisory committee, project advisory committee, and prepare a draft public involvement Statement and Resolution of Intent to prepare a GMP.

3.2 DEVELOPMENT OF A PUBLIC OUTREACH PLAN

Objective: Prepare a strategic public outreach plan for various stakeholder groups in the Basin.

A public outreach plan will be developed in coordination with the City, SWA, and other agencies to analyze issues and concerns about the City, SWA, and other agencies policies regarding the

management of the Basin. AECOM will conduct an analysis of target audiences and tactics recommended for implementation. The public outreach plan will also describe strategies necessary to identify and address key issues resulting in stakeholder acceptance of the GMP.

The City will make its website available for public meeting and other outreach notices. AECOM will provide pertinent information that the City will post to its website.

Deliverables: AECOM will provide a Public Outreach Plan and meeting materials compiled in support of public outreach. AECOM will submit three (3) copies of the Draft Public Outreach Plan to each, the City, SWA, and other agencies for review, incorporate review comments and submit five (5) copies of the Final Public Outreach Plan to the City, SWA, and other agencies.

3.3 FACILITATING TECHNICAL AND PROJECT ADVISORY COMMITTEE MEETINGS AND OPEN-HOUSES

Objectives: Promote public involvement and acceptance of the GMP.

Technical advisory committee meetings will be the technical workshops described in Section 2.2.2. Project advisory committee meetings will be conducted from the development of the initial BMO to the approval and adoption of the GMP. Up to three (3) open-house meetings will be conducted: one (1) at the start of the project (when the BMOs are chosen), one (1) at 80% and one (1) at the completion of the final Draft GMP.

AECOM will facilitate and manage the project advisory committee process for up to six (6) committee meetings. AECOM will facilitate and manage the open-house meetings for up to three (3) open-house meetings.

The City and Sweetwater Authority will provide public meeting facilities for project advisory committee and open-house meetings at no cost.

At the time of the development of the scope of services it is unclear what level of effort will be necessary under this task to assure stakeholder/public involvement and acceptance of the GMP. Any additional meetings (other than the meetings, open houses and workshops listed in Exhibit C – Time Schedule) or effort would be performed as directed by the City as an additional service.

The City will be responsible for providing the public with draft and final GMP documents to review and will advertise the review period. A minimum 30-day review period should be provided for public review of the Draft GMP. Following the review period, AECOM will assist in the preparation of public written responses to all comments received on the GMP to address public and agency comments. The City, SWA, and other agencies will be responsible for the release of these responses to the public.

It will be the City's, SWA's, and other agencies' staff responsibility to keep the City Council, SWA Board, and other agencies' boards informed as needed to fulfill the DWR requirement that the City Council, SWA Board, and other agencies' boards formally adopts the final GMP.

Deliverables: AECOM will provide brief meeting minutes, agendas, meeting materials, facilitate and manage up to six (6) project advisory committee meetings and three (3) open-house meetings.

4.0 TASK 4: PROJECT MANAGEMENT

AECOM project management services are described below.

4.1 GENERAL PROJECT MANAGEMENT

AECOM will coordinate work efforts and provide project administration and document control. AECOM will prepare monthly update/budget reports including schedule updates to be submitted with invoices.

Deliverables: AECOM will provide bi-monthly progress reports with invoice summaries of work performed and updated schedules.

4.2 PROJECT MEETINGS

AECOM will conduct regular project meetings on an as-needed basis. The scope includes up to six (6) meetings and one (1) kickoff meeting. The date of the project meetings shall float with the Task being reported on. AECOM will coordinate, prepare agendas for, and conduct project team meetings/workshops to be attended by AECOM, City, SWA, and other agencies Staff.

Deliverables: AECOM will provide brief meeting minutes, agendas, meeting materials, presentations for up to six (6) project meetings and one (1) kickoff meeting. AECOM will take notes and distribute meeting minutes.

4.3 PRESENTATIONS

AECOM will prepare and give a total of up to four (4) presentations to the City's Environmental Committee – a City council sub-committee, City Council, SWA's Board, other agencies' board or any other City, SWA, or other agencies officials.

Deliverables: Prepare and give a total of four (4) presentations to the audience chosen by the City, SWA, and other agencies.

5.0 TASK 5: QUALITY ASSURANCE/QUALITY CONTROL

AECOM will provide Quality Assurance/Quality Control (QA/QC). This task consists of the QA/QC activities that occur throughout the project including independent review by AECOM and QA/QC certification of work plans and reports by AECOM.

Deliverables: Groundwater Management Plan QA/QC certification form signed by independent person of competence at AECOM.

6.0 TASK 6: GRANT FUNDING ASSISTANCE

Objective: Provide grant funding research assistance to the City, SWA, and other agencies.

The City, SWA, and other agencies may request time to research grant funding opportunities and requirements to help fund GMP preparation and implementation. Such services shall only be provided when authorized in writing by the City.

Deliverables: Letter report summarizing research activities, potential grant funding opportunities/requirements and recommendations.

ADDITIONAL SERVICES

The City may request additional related services. AECOM will provide a scope and fee estimate for additional services, as requested by the City.

COMPENSATION AND FEE SCHEDULE

COMPENSATION & FEE SCHEDULE

EXHIBIT B

TASK NO.	TASK DESCRIPTION	AECOM Technical Services, Inc. HOURS															GEI HOURS					JLC HOURS					TOTAL COSTS								
		Personnel Classification															GW					JLC HOURS					TOTAL COSTS								
		Hourly Billing Rate	Sen Principal Eng/Scntst	Principal Eng/Scntst	Sen Associate Eng/Scntst	Associate Eng/Scntst	Project Eng/Scntst	Senior Eng/Scntst	Eng/Scnts	Graduate Eng/Scnts	Project Admin	Word Process	Graphics	Senior GIS	GIS	Sen Consult Grade 8	Sen Prof Grade 7	Sen Prof Grade 6	Sen Prof Grade 5	Proj Prof Grade 4	Proj Prof Grade 3	Principal	Project Manager	Outreach Coordinator	Technical Support	Admin Assistant	AECOM LABOR	AECOM ODCs	GEI LABOR	GEI ODCs	GW LABOR	GW ODCs	JLC LABOR	JLC ODCs	TASK TOTAL
\$210	\$170	\$130	\$120	\$110	\$100	\$75	\$65	\$65	\$70	\$80	\$150	\$90	\$219.45	\$209.15	\$190	\$167	\$141	\$126	\$190	\$150	\$100	\$125	\$75												
1.0	Develop GMP Guidance Work Plan	72		48		32				10	6	12					88		12	112	10					\$26,910	\$240	\$21,228		\$21,280	\$340	\$1,500	\$30	\$71,528	
2.0	Prepare GMP																																		
2.1	Develop and Doc Mandatory GMP Components																																		
2.1.1	Document Public Involvement	8				8				6	4										6	4	2	2		\$3,230							\$4,960		
2.1.2	Develop Basin Management Objectives (BMOs)	28				8				4	4				11		22			132						\$7,020		\$5,975		\$25,080	\$340	\$1,700	\$30	\$38,415	
2.1.3	Monitoring and Management	68		72		32					4	8					8									\$41,340		\$1,336					\$42,676		
2.1.4	Plans to involve other Entities	10				6					2									24						\$2,900				\$4,560			\$7,460		
2.1.5	Adoption of Monitoring Protocols by Stakeholders	16								2	2															\$3,630							\$3,630		
2.1.6	Map of the Groundwater Basin	44				52							4	12	12		24									\$16,780	\$250	\$6,518					\$23,548		
2.1.7	Prepare GMP - Mandatory Components	34		72		48					4	4	4	16	48		132		16	72						\$24,420	\$320	\$34,099		\$13,680			\$72,519		
2.1.8	Basin Assessment (Technical Appendix)	56		76		116					6	12	6	20	24					24						\$38,480	\$760	\$4,560					\$43,800		
	Subtotal for Task 2.1	264		220		270				204	12	24	24	48	71		186		16	252	6	4	2	2		\$137,800	\$1,330	\$47,928		\$47,880	\$340	\$1,700	\$30	\$237,008	
2.2	Develop and Doc Recommended GMP Components																																		
2.2.1	Assist in establishment of Advisory Comm	24				48				8	2	4			18		32		2	32						\$11,300	\$460	\$9,361	\$986	\$6,080				\$28,187	
2.2.2	Description of Area to be Managed	44				36					4	4	4		8					16						\$14,160	\$460	\$1,673		\$3,040			\$19,333		
2.2.3	Beneficial Use Supply Reliability & Mgmt Actions	8		8						2		4	4	4	2		4			48						\$3,530	\$460	\$1,086		\$9,120			\$14,196		
2.2.4	GMP Monitoring Program	16		28									12													\$12,520	\$460	\$0		\$0			\$12,980		
2.2.5	Coord with Lnd Use, Zoning, or Wtr Mgmt Planning	8									2	2								24						\$1,980	\$460	\$0		\$4,560			\$7,000		
2.2.6	Schedule and Outline for Periodic Reports	8		8							4															\$3,000		\$5,351					\$8,351		
2.2.7	Schedule for Periodic Re-Eval of GMP	8									4				6		16		6							\$1,960		\$3,927					\$5,887		
2.2.8	Method for Resolving Disputes	8									4									32						\$1,960		\$0		\$6,080				\$8,040	
2.2.9	Description of Biannual Report on Basin Conditions	8		12							4				6		16									\$3,520		\$3,927					\$7,447		
2.2.10	Prepare GMP - Recommended Components	32		64		84					6	6	4	16	8		36		8	24						\$17,980	\$760	\$7,685		\$4,560			\$30,985		
	Subtotal for Task 2.2	164		120		84				64	10	34	20	4	36		54		124	176						\$71,910	\$3,060	\$33,010	\$986	\$33,440				\$142,406	
2.3	Develop and Document Voluntary GMP Components																																		
2.3.1	Control of Saline Water Intrusion	48				60					4	4	2	8													\$18,300	\$460						\$18,760	
2.3.2	ID & Mgmt of Wellhead Protection/Recharge Areas	20		16							4	4		6													\$7,100	\$460						\$7,560	
2.3.3	Doc Local Entities - Reg of Contam Gw	16		16									4	20													\$13,580	\$460						\$14,040	
2.3.4	Doc Local Entities - Admin of Well Aban/Dest	6		12							2																\$2,960	\$460						\$3,420	
2.3.5	Mitigation of Conditions of Overdraft	24		24		24					4	4	4	4													\$11,760	\$460			\$3,040			\$15,260	
2.3.6	Replenishment of Gw Extracted by Wtr Proudcers	16		16							4	4					16			48							\$6,040	\$460	\$4,345		\$9,120			\$19,505	
2.3.7	Monitoring of Gw Levels and Storage	16		16										6													\$7,680							\$7,680	
2.3.8	Facilitating ASR and Conjunctive Use Ops	16									2	4								48							\$3,820				\$9,120			\$12,940	
2.3.9	Ref DWR Construction Stds	4		12							2																\$2,540							\$2,540	
2.3.10	Rvw of Relationships with State and Fed Reg Entities	8									2																\$1,820		\$2,173					\$3,993	
2.3.11	Rvw of Land Use Agency Plans and Coord with Land Use Plng E	6		8							2																\$2,440				\$6,080			\$8,520	
2.3.12	Prepare GMP - Voluntary Componets	38		56		64				4	10	18	4	20	23		80		20	104						\$27,100	\$460	\$20,690		\$19,760	\$227		\$68,237		
	Subtotal for Task 2.3	218		176		148				104	8	42	34	10	64		35		104	20	248						\$105,140	\$2,760	\$27,208		\$47,120	\$227		\$182,455	
	Subtotal for Task 2	646		516		502				372	30	100	78	28	148		160		414	44	676	6	4	2	2		\$314,850	\$7,150	\$108,146	\$986	\$128,440	\$567	\$1,700	\$30	\$561,869
3.0	Stakeholder Involvement and Public Outreach Plan																																		
3.1	ID Stakeholders and Create a Proj Advisory Committee	8				28				2	6									36	26	10		14			\$5,310				\$6,840		\$5,950		\$18,100
3.2	Develop a Public Outreach Plan	8				48					4										9	13		18			\$7,240	\$760				\$4,000		\$12,000	
3.3	Facilitate Proj Adv Comm Migs and Oppen Houses	36				72					16				36		48			60	110	58	18	90			\$16,520		\$15,545	\$3,335	\$11,400	\$227	\$31,300	\$1,490	\$79,817
	Subtotal for Task 3	52				148				18	10				36		48			96	145	81	18	122			\$29,070	\$760	\$15,545	\$3,335	\$18,240	\$227	\$41,250	\$1,490	\$109,917
4.0	Project Management																																		
4.1	General Project Management	100				68				67																	\$32,835								\$32,835
4.2	Project Meetings	32				32				12					32		36			32							\$11,020		\$12,705	\$944	\$6,080				\$30,749
4.3	Presentations	16		20		20							6		24		40			24	12			4			\$9,620		\$11,700	\$2,082	\$4,560		\$2,100		\$30,062
	Subtotal for Task 4	148		20		120				79		4	4	6	56		76			56	12		4				\$53,475		\$24,404	\$3,026	\$10,640				

EXHIBIT B**AECOM**

Labor Classification	Project Role	Billing Rate
Senior Principal Engineer/Scientist	Project Manager Principal-in-Charge	\$210.00
Principal Engineer/Scientist	QA/QC Independent Reviewer	\$170.00
Sen Associate Engineer/Scientist	Technical Support	\$130.00
Associate Engineer/Scientist	As-Needed	\$120.00
Project Engineer/Scientist	Stakeholder/Public Outreach Lead Technical Support	\$110.00
Senior Engineer/Scientist	As-Needed	\$100.00
Engineer/Scientist	As-Needed	\$75.00
Graduate Engineer/Scientist	Technical Support	\$65.00
Project Admin	Administrative Support	\$65.00
Word Processing	Word Processing	\$70.00
Graphics	AutoCAD	\$80.00
Senior GIS	GIS Support	\$150.00
GIS	GIS Support	\$90.00

EXHIBIT B**GEI Consultants**

Labor Classification	Project Role	Billing Rate
Senior Professional Grade 9	As-Needed	\$250.80
Senior Professional Grade 8	Technical Support	\$219.45
Senior Professional Grade 7	Monitoring & Management Plan Development Lead	\$209.15
Senior Professional Grade 6	Technical Support	\$190.00
Senior Professional Grade 5	Technical Support	\$167.00
Senior Professional Grade 4	As-Needed	\$141.00
Senior Professional Grade 3	As-Needed	\$126.00
Senior Professional Grade 2	As-Needed	\$114.00
Senior Professional Grade 1	As-Needed	\$104.00

Gillingham Water

Labor Classification	Project Role	Billing Rate
Principal	Basin Management Objectives/Sustainability Lead	\$190.00

JLC Consulting Services

Labor Classification	Project Role	Billing Rate
Project Manager	Public Outreach Support	\$150.00
Outreach Coordinator	As-Needed	\$100.00
Technical Support	As-Needed	\$125.00
Administrative Assistant	As-Needed	\$75.00

EXHIBIT B

The above billing rates will be in effect for the five year contract period with no annual increases.

Other Costs:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (same as IRS rates) and mileage log is required.
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be invoiced at actual costs (receipts required).
- Lodging and Per Diem will be invoiced at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All sub-consultant costs will be invoiced as a “direct expense” at actual costs (invoice/receipts required).

TIME SCHEDULE

Task/Milestone	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25
	1.0/Draft & Final Work Plan	█	█	█																					
2.1/Mandatory Components				█	█	█	█	dS																	
2.1.8/Basin Assessment				█	█	█	█	█																	
2.2/Recommended Components										█	█	█	dS												
2.3/Voluntary Components																█	█	█	dS						
2.1.7, 2.2.10 & 2.3.12/Prepare Draft GMP																						█	█		
2.1.7, 2.2.10 & 2.3.12/Prepare Final GMP																								█	★
3.0/Stakeholder/Public Outreach				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.0/Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.0/QA/QC			█					█						█						█			█		█
6.0/Grant Funding		█																							
Additional Services																									

EXHIBIT C

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25
Formal Meetings																									
Kick-Off (1)	▲																								
Project Advisory (6)				▲				▲						▲						▲			▲		▲
Open Houses (3)								▲						▲						▲			▲		▲
Technical Advisory (2)			▲																			▲			
Presentations (4)								▲						▲						▲					▲
Project Meetings(6)			▲				▲				▲			▲					▲				▲		▲

- M** Month
- dS** Draft GMP Sections
- ★ Final GMP
-  Ongoing, Intermittent Activity
- ▲ Meeting (Preliminary)

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

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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)*.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: AECOM Technical Services, Inc.ADA/DBA: AECOMAddress (Corporate Headquarters, where applicable): 555 South flower Street, Suite 3700City: Los Angeles County: Los Angeles State: CA Zip: 90071Telephone Number: () 213 593 8000 Fax Number: () 213 593 8178Name of Company CEO: Michael Burke

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

Address: 4225 Executive Square, Suite 1600City: San Diego County: San Diego CA State: 92037 Zip:Telephone Number: () 858.812.9292 Fax Number: () 858.812.9293Type of Business: Engineering Type of License: Business License No. B2011011770The Company has appointed: Renae Coleman, Director of Human Resources, West Region

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: 717 17th Street, Suite 2600, Denver, CO 80202Telephone Number: () 303 228 3083 Fax Number: () 303 228 3001

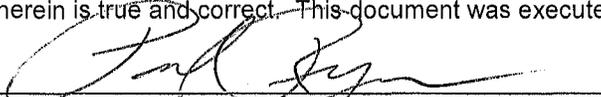
One San Diego County (or Most Local County) Work Force – Mandatory; Branch Work Force*; Managing Office Work Force

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.

Certification: Please check one of the following boxes: DBE (Disadvantaged Business Enterprise); DVBE (Disadvantaged Veteran-Owned Business Enterprise); MBE (Minority-Owned Business Enterprise); SBE (Small Business Enterprise); WBE (Woman-Owned Business Enterprise); OBE (Other Business Enterprise)

I, the undersigned representative of (Firm Name) AECOM Technical Services, Inc.

(County) San Diego CA (State) _____, hereby certify that information provided herein is true and correct. This document was executed on this 2nd day of March, 20 15.


 (Authorized Signature)

Paul Ryan, Senior Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AECOM Technical Services, Inc. DATE: 03/03/2015

OFFICE(S) or BRANCH(ES): San Diego County Offices 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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		5	2	4	4					48	22	1	1
Professional	2	1	9	11	16	13					119	80	4	6
A&E, Science, Computer														
Technical	1		10	5	7						36	13	5	1
Sales														
Administrative Support		3	1	3	1	2					4	20		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	4	25	21	28	19					207	135	10	8
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Grand Total All Employees 461

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

Disabled			1											
----------	--	--	---	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: AECOM Technical Services, Inc.

DATE: 03/03/2015

OFFICE(S) or BRANCH(ES): San Diego County Offices

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

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

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



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

SUBCONSULTANTS LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE(*/ MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
GEI Consultants, Inc. 2141 Palomar Airport Rd. Suite 300 Carlsbad, CA 92011	Monitoring & Management Plan Development, Technical Reviews, and Technical Support	20	OBE	NA
Gillingham Water	Basin Management Objectives & Sustainability	20	ELBE	City of San Diego
JLC Consultant Services	Stakeholder Involvement & Public Outreach	5	SLBE DBE	City of San Diego Caltrans

ATTACHMENT BB

* *Listed for informational purposes only.*

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

List of Abbreviations:

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

CONSULTANT 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 Diego Formation Test Well at Guymon Street (Task Order #8 City of SD, Pilot Production Wells)

TYPE OF PROJECT: Pilot Well Drilling, Sampling and Testing DOLLAR VALUE OF CONTRACT: \$225,152

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, WoSB, HUBZone, OR SDVOSB ¹	WHERE CERTIFIED ²
Name: <u>Pacific Surveys</u> Address: <u>4456 Via St. Ambrose</u> City: <u>Claremont</u> State: <u>CA</u> Zip: <u>91711</u> Phone: <u>(909) 625-6262</u>	Contractor	Geophysical Surveys	\$6,412.70 (3%)	OBE	N/A
Name: <u>Fain Drilling & Pump Co. Inc.</u> Address: <u>12029 Old Castle Rd</u> City: <u>Valley Center</u> State: <u>CA</u> Zip: <u>92082</u> Phone: <u>(760) 749-0701</u>	Contractor	Monitoring Well Installation and Aquifer Pump Testing	\$155,233 (69%)	OBE	N/A
Name: <u>Enviromatrix Analytical, Inc.</u> Address: <u>4340 Viewridge Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 560-7717</u>	Contractor	Water Quality Laboratory Testing	\$2,659 (1%)	SB	CADoGS

¹ As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE),

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

² As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

CONSULTANT 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 Diego Formation Test Well at 32nd Street (Task Order #11 City of SD, Pilot Production Wells)

TYPE OF PROJECT: Pilot Well Drilling, Sampling and Testing

DOLLAR VALUE OF CONTRACT: \$526,949

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, WoSB, HUBZone, OR SDVOSB ¹	WHERE CERTIFIED**
Name: <u>Pacific Surveys</u> Address: <u>4456 Via St. Ambrose</u> City: <u>Claremont</u> State: <u>CA</u> Zip: <u>91711</u> Phone: <u>(909) 625-6262</u>	Contractor	Geophysical Surveys	\$9,335 (2%)	OBE	N/A
Name: <u>Acme Safety & Supply</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>(619) 299-5100</u>	Supplier	Traffic Control and Safety Signage	\$1,004.00 (<1%)	OBE	N/A
Name: <u>Enviromatrix Analytical, Inc.</u> Address: <u>4340 Viewridge Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 560-7717</u>	Contractor	Water Quality Laboratory Testing	\$4,013 (<1%)	SB	CADoGs
Name: <u>Tri County Drilling Inc.</u> Address: <u>9631 Candida St</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>(858) 271-0099</u>	Contractor	Monitoring Well Installation and Aquifer Pump Testing	\$352,716 (67%)	DBE,WBE	Caltrans City
Name: <u>G Force</u> Address: <u>8788 Balboa Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(619) 583-6633</u>	Contractor	Soil Testing	\$780 (<1%)	DVBE, SDVOSB, SBE	City
Name: <u>Separation Processes, Inc.</u> Address: <u>3156 Lionshead Ave</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92010</u> Phone: <u>(760) 804-5777</u>	Contractor		\$800 (<1%)	OBE	N/A

¹ As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE),

Certified Minority Business Enterprise
 Certified Disadvantaged Business Enterprise
 Other Business Enterprise
 Certified Small Local Business Enterprise
 Woman-Owned Small Business
 Service-Disabled Veteran Owned Small Business

MBE
 DBE
 OBE
 SLBE
 WoSB
 SDVOSB

Certified Woman Business Enterprise
 Certified Disabled Veteran Business Enterprise
 Certified Emerging Local Business Enterprise
 Small Disadvantaged Business
 HUBZone Business

WBE
 DVBE
 ELBE
 SDB
 HUBZone

•• As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego
California Public Utilities Commission
State of California's Department of General Services
State of California

CITY
CPUC
CADOGS
CA

State of California Department of Transportation
San Diego Regional Minority Supplier Diversity Council
City of Los Angeles
U.S. Small Business Administration

CALTRANS
SRMSDC
LA
SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

CONSULTANT 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: Santee Basin Aquifer Study

TYPE OF PROJECT: Hydrogeology

DOLLAR VALUE OF CONTRACT: \$219,998

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	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [†]	WHERE CERTIFIED ^{**}
Name: <u>Cascade Drilling LLP</u> Address: <u>11440 N Woodside Ave</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>(619) 596-0644</u>	Contractor	Monitoring Well Installation and Aquifer Pump Testing	\$119,728 (54%)	OBE	N/A
Name: <u>Enviromatrix Analytical, Inc.</u> Address: <u>4340 Viewridge Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 560-7717</u>	Contractor	Water Quality Laboratory Testing	\$501 (<1%)	SB	CADOGS

[†] As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE),

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

^{**} As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADOGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

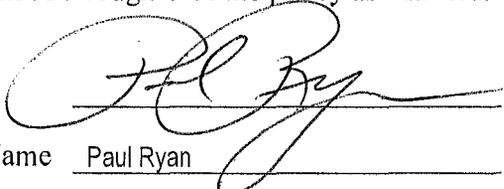
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Groundwater Management Plan - San Diego Formation (H156306)

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: AECOM Technical Services, Inc.

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

- Signed 

Printed Name Paul Ryan

Title Senior Vice President

Date 03/03/2015

CITY OF SAN DIEGO
Consultant Performance Evaluation

EXHIBIT F

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																				
1a. Project (title, location): 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 PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																						
4. Design Phase																						
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																				
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																				
4d. Type of Work (design, study, as-needed services, etc.): _____	4e. Key Design Phase Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Final Construction</td> </tr> <tr> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Completion: _____</td> </tr> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
% of Design Phase Completion	%	%	100%																			
Agreed Delivery Date:	_____	_____	_____																			
Actual Delivery Date:	_____	_____	_____																			
Acceptance of Plans/Specs.:	_____	_____	_____																			
Final Construction																						
Est. Completion: _____																						
Actual Completion: _____																						
5. Construction Support																						
5a. Contractor _____ (name and address)		Phone (____) _____																				
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 \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																					
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)																						
	Excellent	Satisfactory	Poor																			
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff	<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"/>																			
6b. Overall Rating _____																						
7. AUTHORIZING SIGNATURES																						
7a. Project Manager _____		Date _____																				
7b. Section Head _____		Date _____																				

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<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"/>	As-Built drawings	<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"/>	Quality design	<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"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<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"/>
Attitude toward Client and review bodies	<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"/>
Follows direction and chain of responsibility	<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"/>
	<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"/>
	<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"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A	Resolution of Field problems	<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"/>	Value Engineering Analysis	<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"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<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"/>		<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 _____ : _____

(*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:

Groundwater Management Plan – San Diego Formation (H156306)

B. BIDDER/CONTRACTOR INFORMATION:

AECOM Technical Services, Inc.
Legal Name DBA
4225 Executive Square
Suite 1600 San Diego CA 92037
Street Address City State Zip
Paul Ryan, Senior Vice Presiden 858.812.9292 858.812.9293
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: 9/29/1970 State of incorporation: California

List corporation's current officers:

President: Jane Chmielinski
Vice Pres: Tony Bouchard
Secretary: Robyn L. Miller
Treasurer: Jonathan Grant

Is your firm a publicly traded corporation? Yes No (Refer to Attachment A)

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

AECOM Technology Corporation

Refer to Attachment 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 (Refer to Attachment A)

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

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

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.

Paul Ryan, Senior Vice President

Print Name, Title


Signature

03/03/2015

Date

EXHIBIT G

**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.

Is your firm a publicly traded corporation?

AECOM Technology Corporation is the ultimate parent of AECOM Technical Services, Inc. (ATS). AECOM Technology Corporation is a multi-national, publicly traded corporation under the trading symbol of ACM on the NYSE. ATS is the primary contracting entity for AECOM Technology Corporation in North America.

F.2. Performance History

In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

AECOM Technical Services, Inc. ("AECOM") performs thousands of contracts each year. From time to time, occasions arise when AECOM does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where a client terminates a contract for convenience, (iii) where AECOM ceases performance for nonpayment or other breach of contract in accordance with contract terms, or (iv) for default.

Within the past five (5) years, AECOM (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded AECOM that right, and (ii) AECOM has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience with the exception of the following instances:

1) In August 2013 and December 2014, AECOM Technical Services, Inc. (ATS) entered into contracts with the City of West Hollywood, California (City) to update the Sunset Specific Plan relative to billboards and tall walls. Thereafter, in February 2014, a company outside the control of ATS, but in which ATS's ultimate parent AECOM Technology Corporation holds an interest (AECOM Sunset Olive, LLC) purchased a 50% interest in a project known as Sunset Time, which is located in the Sunset Specific plan area.

ATS has provided the City with information showing that although two entities (ATS and AECOM Sunset Olive, LLC) have partial overlapping ownership, their management structures and reporting relationships are wholly separate. Nonetheless, on June 19, 2014, ATS received notice from the City that it was terminating the contracts for cause, but would be willing to agree to a mutual termination if ATS would take certain actions, including re-paying all compensation that ATS received for the work that it performed under the contract, or in the alternative, the City would rescind the notice of termination of ATS's contracts if AECOM Sunset Olive, LCC divests its interest in the Sunset Time project. ATS disagrees with the City's assessment, but plans to negotiate with the client to reach agreement on a mutual termination.

2) In or around November 2012, AECOM received a letter from the City of Sarasota informing it that the City was terminating AECOM's contract for default. AECOM responded to the City's letter, denying the claim that AECOM was, in any way, in default of its obligations under the City but, nevertheless, acknowledging that the contract had been terminated. Unfortunately, in or around February 2013, the City filed a lawsuit against AECOM and other parties alleging breach of contract, among other claims.

AECOM has responded to the litigation and is vigorously defending the claims made against it. AECOM remains hopeful that we will be able to amicably resolve the matter with the City. However, to date the litigation remains pending, and as often the case with litigation, we are at the mercy of the judicial system and cannot provide an accurate date on which we expect the matter to be resolved. Be assured that neither this, nor any other pending litigation or claims, in the opinion of AECOM's management, is likely to materially or adversely affect AECOM's ability to perform under a contract with the City of San Diego or any other party.

Investigations:

(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).

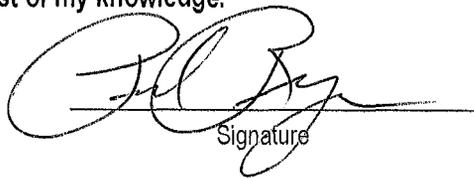
03/03/15 G

(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).

While AECOM Technical Services has not been found in violation of the laws stated in paragraph (a) by a government agency or court of competent jurisdiction, in January 2012, the U.S. Attorney's Office for the District of Hawaii ("USAO") informed us that the USAO, the Department of Justice Environmental Crimes Section, and the U.S. Environmental Protection Agency were investigating potential criminal charges in connection with services AECOM Technical Services, Inc. ("ATS") provided to the operator of the Waimanalo Gulch Sanitary Landfill in Hawaii in 2010. ATS provided the services to the operator prior to storm events that occurred at the landfill in December 2010 and January 2011. ATS has fully complied with its obligations in the investigation. In April 2014, ATS entered into a non-prosecution agreement ("NPA") with the USAO and Department of Justice. As part of the NPA, ATS agreed to pay \$1.35 million, with a portion of the amount designated as a community service payment to a nonprofit organization to be identified by USAO. The NPA was reached with the understanding that, although two former ATS employees engaged in knowing and improper conduct, for a number of important reasons, the government would not prosecute ATS for that conduct. AECOM leadership was not aware of the actions of the two employees and did not authorize or condone any such behavior. The government recognized that the circumstances indicate that the alleged wrongdoing was an isolated occurrence and, for that reason and others stated in the NPA, prosecution of ATS was not warranted.

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.

Paul Ryan, Senior Vice President
Print Name, Title


Signature

03/03/2015
Date

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Public Utilities Department
2. Name of Specific Consultant & Company: AECOM Technical Services, Inc.
3. Address, City, State, ZIP: 4225 Executive Square, Ste 1600 La Jolla, CA 92037
4. Project Title (as shown on 1472, "Request for Council Action"): Agreement with AECOM Technical Services, Inc. for the Preparation of a Groundwater Management Plan for the San Diego Formation (H156306)
5. Consultant Duties for Project: Development of a groundwater management plan for the San Diego Formation. Consultant will create & execute a work plan, facilitate meetings and draft plan components.

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.]

Four horizontal lines for listing specific economic interests.

By: Susan LaNier

[Name/Title]*

2/23/15

[Date]

Susan LaNier/Deputy Director ESQA Division

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

DEFINITION OF “CONSULTANT”

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

(A) Makes a governmental decision whether to:

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

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

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

COMPANY INFORMATION

Company Name: AECOM Technical Services, Inc.	Contact Name: Paul Ryan
Company Address: 4225 Executive Square, Suite 1600	Contact Phone: 858.812.9292
San Diego, CA 92037	Contact Email: paul.ryan@aecom.com

CONTRACT INFORMATION

Contract Title: Groundwater Management Plan – San Diego Formation	Start Date: TBD
Contract Number (if no number, state location): H156306	End Date: May 31, 2020

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.

Paul Ryan, Senior Vice President

03/03/2015

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

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

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

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

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

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

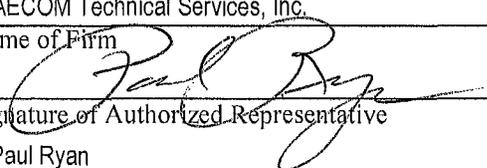
General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California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

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

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

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

AECOM Technical Services, Inc.

 Name of Firm


 Signature of Authorized Representative
 Paul Ryan

 Printed/Typed Name
 03/03/2015

 Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Groundwater Management Plan – San Diego Formation (H156306)

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;

AECOM Technical Services, Inc.

(Name under which business is conducted)

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

Signed 

Printed Name Paul Ryan

Title Senior Vice President