

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
AECOM TECHNICAL SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR MBC
CHEMICAL SYSTEM IMPROVEMENTS PHASE II (B-10178) AND
MBC ODOR CONTROL FACILITIES UPGRADES (S-00323)**

CONTRACT NUMBER: H156446

R- 310048

TABLE OF CONTENTS

**ARTICLE I
CONSULTANT SERVICES**

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

**ARTICLE II
DURATION OF AGREEMENT**

2.1	Term of Agreement.....	2
2.2	Time of Essence	3
2.3	Notification of Delay	3
2.4	Delay.....	3
2.5	City's Right to Suspend for Convenience	3
2.6	City's Right to Terminate for Convenience.....	3
2.7	City's Right to Terminate for Default.....	4

**ARTICLE III
COMPENSATION**

3.1	Amount of Compensation.....	4
3.2	Additional Services	4
3.3	Manner of Payment	4
3.4	Additional Costs	5
3.5	Eighty Percent Notification	5

**ARTICLE IV
CONSULTANT'S OBLIGATIONS**

4.1	Industry Standards	5
4.2	Right to Audit.....	5
4.3	Insurance	6
4.4	Subcontractors	9

4.5	Contract Records and Reports	10
4.6	Non-Discrimination Requirements.....	10
4.7	Drug-Free Workplace.....	11
4.8	Product Endorsement.....	12
4.9	Conflict of Interest	12
4.10	Mandatory Assistance	13
4.11	Compensation for Mandatory Assistance.....	13
4.12	Attorney Fees related to Mandatory Assistance	13
4.13	Notification of Increased Construction Cost	13
4.14	ADA Certification	13
4.15	Prevailing Wage Rates.....	14

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification and Hold Harmless Agreement	16
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**ARTICLE VII
MEDIATION**

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

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire.....	18
8.2.	Rights in Data.....	18
8.3	Intellectual Property Rights Assignment	18
8.4	Moral Rights.....	18
8.5	Subcontracting	19
8.6	Publication	19
8.7	Intellectual Property Warranty and Indemnification	19
8.8	Enforcement Costs	19
8.9	Ownership of Documents	19

**ARTICLE IX
MISCELLANEOUS**

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

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) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (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 Professional Services to the City for construction management services.

RECITALS

The City wants to retain the services of a construction management firm to provide construction management services [Professional Services].

The Consultant has the expertise, experience and personnel necessary to provide the Professional 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 Professional 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 Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

1.2 Contract Administrator. The Public Works Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Works 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 Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. 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 Professional 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 Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional 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 January 1, 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 Professional 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 Professional 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 Professional 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 Professional 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 Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the 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 Professional 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 Professional 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 Professional 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 Professional 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 Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional 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 Professional 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, a total contract amount not exceeding \$799,233. The compensation for the Scope of Services shall not exceed \$761,174, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$38,059.

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 Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent construction management 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 Professional 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 Professional 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 Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services 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 Agreement 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 related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List (Exhibit D, Attachment CC) 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 addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). 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 Records and Reports.

4.5.1 The Consultant shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Consultant shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Consultant must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Consultant and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Consultant and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit:
<http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. 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.

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 Professional 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 Professional 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 Professional 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 Professional 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 subconsultants 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 subconsultants 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 Deliverable Materials 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 Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable Materials/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 Materials, 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 elected officials, 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, Deliverable Materials, 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 Works Department, Construction Management and Field Services, Attn: Milan Karas, 9485 Aero Drive, MS18, San Diego, CA 92123 and notice to the Consultant shall be addressed to: AECOM Technical Services, Attn: Alberto Vela, Inc., 401 West A Street, Suite 1200, San Diego, CA 92101.

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

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

9.4 Independent Contractors. The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional 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: Alberto Vela, Gregg Degen and Ray Stevens [Project Team]. Accordingly, performance of Professional Services under this Agreement 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 Team 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 performance of the Scope of Services.

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. 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 without regard to the conflicts or choice of law provisions thereof.

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 Professional 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 Professional 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 30 adopted by Ordinance No. O-20148. 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, Consultant must certify it 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)]. Consultant 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.

Consultant also must give the City access to documents and records sufficient for the City to verify the Consultant is 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 Resolution No. R 310048, authorizing such execution, and by the Consultant pursuant to AECOM Technical Services, Inc.'s signature authority document.

Dated this 28th day of December, 2015.

THE CITY OF SAN DIEGO
Mayor or Designee

By: Frank A. Romero
Frank A. Romero
Senior Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind AECOM Technical Services, Inc. and that I have read all of this Agreement, this 28th day of SEPTEMBER, 2015.

By: Alberto Vela
Alberto Vela
Principal-In-Charge

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of December, 2015.

JAN I. GOLDSMITH, City Attorney

By: Christie Leone
Deputy City Attorney

R 310048

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

BACKGROUND

The City of San Diego's Public Works Department (PW) Field Engineering Division (FE) is responsible for providing construction management support, inspection, material testing and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards. The City of San Diego will procure two (2) Design Bid Build projects which are the Metropolitan Biosolids Center (MBC) – Odor Control Facilities Upgrades and Metropolitan Biosolids Center (MBC) – Chemical System Improvement Phase II projects. It is the intent of FE to hire a single person consultant to provide Construction Management (CM) services for both projects.

PROJECT INFORMATION

It is expected that the MBC Odor Control Facilities Upgrades and MBC – Chemical System Improvement Phase II projects will be in construction concurrently. The Consultant will be responsible for providing a Construction Manager/Resident Engineer (CM/RE) - level individual who has experience in providing Treatment Plant contract administration and inspection. This includes knowledge in mechanical systems, instrumentation & controls and start up services including equipment checkout, pre-commissioning and start up of systems. In addition periodic or as needed electrical and instrumentation and controls inspections will be needed as the projects progress.

MBC Odor Control Facilities Contract

Project Background:

The primary Odor Control System (OCS) is in the Chemical Building (Area 60) treats the foul air from the pre- and post-digestion processes. Post-digestion was designed to extract 16,000 cfm of foul air from the Dewatered Biosolids Storage Building (Area 86), the Centrifuge Building (Area 76), and the Digester Complex (Area 80). Pre-digestion was designed to extract 36,000 cfm from the Grit Removal Facility (Area 76), the Centrifuge Building (Area 76), and the Receiving Tank Complex (Area 73). The Odor Control Facility (Area 60) consists of three (3) three-stage odor control scrubber trains. Foul air from the post-digestion processes is sent to the first-stage ammonia scrubbers, after which it is combined with incoming foul air from the pre-digestion processes. The combined foul air stream is then sent to the second-stage hypochlorite scrubbers and finally to the third-stage activated carbon scrubbers before being released to the atmosphere.

The second OCS was designed to extract 9,000 cfm of foul air from the wet wells in the Wastewater Pump Station (Area 94). Similarly to the Area 60 OCS, the foul air is treated in a three-stage odor control system before being discharged to the atmosphere.

EXHIBIT A

The odor control and ventilation systems for the various MBC processing areas were constructed under different contract packages, hampering the ability of these systems to be balanced as a whole. Because of this, neither post-digestion nor pre-digestion systems in Area 60 are able to operate at their designed air flow capacities. This results in inadequate foul air collections and prevents the development of negative air pressure in the process units and buildings. Ineffective capture of foul air at Truck Loading Area (Area 86) has also resulted in fugitive emissions from process vessels, occasionally making some work areas unpleasant and causing odors to linger in some outdoor locations at the MBC site.

Access Platforms to major components in elevated areas of the OCS of Area 60 and 94 were never provided making it Operation and Maintenance (O&M) access unsafe.

Construction Description:

The Project requires the following construction support services in Areas 60, 73, 76, 86, 80, and 94: Provide O&M access platforms/catwalks to the overhead equipment and control instruments in Areas 60 and 94. Readjust fan speeds, upsize motors, and modify existing ductwork as required to comply with the required airflow capacities. In Area 76, separate the Grit/Screenings Removal facility into a general ventilation area and foul air collection area. Revise the system to comply with each of the areas ventilation requirements. In Area 86, design foul air collection "fume hood" at each of the two truck load out areas/lanes (including emergency load out areas), increase airflow capacities, and modify ductwork accordingly. Balance the OCS airflows. Modify the Distributed Control System (DCS) control strategy to ensure that sufficient foul air is being collected from the odor sources and treated.

MBC Chemical System Improvement Phase II Contract:

Project Background:

The MBC Facility uses various chemicals in liquid form for its solids processes and the odor control systems. All chemical bulk storage tanks, storage transfer pumps, chemical mixing tanks and mixed chemical tank transfer pumps are centrally located in the Chemical Building (Area 60). From the chemical building the chemicals are fed to local day tanks in areas where the chemicals are used. Chemical metering pumps feed the chemicals to various points of application in the process.

The problems with the MBC Chemical systems are as follows: piping, valves, and motorized actuators are installed on the floors of the spill containment cells in the chemical pump areas. Isolation valves on the bulk chemical storage tanks are only accessible from within the secondary spill containment cells. Three (3) emergency eyewash showers in the cells also need to be relocated to more suitable locations.

A leak in the chemical piping downstream of the transfer pumps of each chemical system can drain the entire contents of the dual bulk storage tanks into the pipe gallery. Dual outlet pipes on each of the two bulk storage tanks combine into a single pipe which connects to one side of the suction pipe header of the transfer and metering pumps of a chemical system. Repair of a leak

EXHIBIT A

from any single valve or pipeline joint requires isolation of all bulk storage tanks in that system and shuts down that entire chemical system. At the bulk storage tanks, electrical outlets and conduits are located below the spill containment level at the bulk tanks. Conduits also penetrate the floor of the chemical containment cells in the bulk tanks area. These issues increase the risk of damage to electrical wiring and conduits if the spill containment cell is flooded. Floor penetrations can also compromise the integrity of the secondary containment and could allow migration of chemicals outside of the containment area (applies to all chemical areas).

Flooding of the bulk storage tanks' spill containment cells occurs during a heavy rain due to the perforated roof over the chemical bulk storage tanks tripping false alarms.

The removable steel roof panels (each approximately 30 feet long by 10 feet wide) revealed corrosion at some of the "ear" support tabs (4 inch square each, 4 per panel).

Unshielded single-walled chemical pipes of steel materials (Ferric and Ferrous Chloride piping) are routed overhead and out of pipe trenches in the digester complex pipe gallery and at the digesters (Area 80). Original ferrous and ferric chloride metering pumps require frequent repairs/maintenance. Models have been discontinued, thus there are no available spare parts. Tight layout of pumps and piping in Area 80 provide difficult/unsafe access for O&M work. Existing 480-volt, 3-phase valve actuators installed in the ferrous system are oversized. These large valve actuators apply excessive torque and can break/rupture the small-diameter valve bodies and cause a chemical leak or spill.

The use of a Mannich-type polymer for dewatering and emulsion-type for thickening created handling and piping difficulties so that MBC decided to use only one for both processes. As use of emulsion type for thickening was very small, its feed system was disconnected and has remained idle.

Construction Description:

The Project requires the following: Remove floor-mounted piping, valves, actuators and conduits. Relocate/Reroute to the side walls of the spill containment cells at elevations that are above the spill cells grating level. Eliminate unnecessary motorized actuators. Relocate valve actuators above the spill containment cell s level. Install platforms to access the valve actuators.

Relocate three (3) emergency eyewash showers in the cells to more suitable locations. Install on each chemical system a high point on the discharge piping of the transfer pumps before the pipe is routed down into the gallery to prevent accidental draining or siphoning of chemical into the gallery.

Feed the pump suction header from both ends of the header to improve redundancy by modifying the bulk storage tank piping configuration so that only one discharge pipe from each of tanks combine into one pipe that connects to one side of the transfer and metering pump suction header. The second discharge pipe from each of the tanks will combine into a second separate pipe that will be connected to the opposite end of the transfer and metering pump suction header.

EXHIBIT A

Conduct a further study to identify, evaluate, and present to the City options to relocate and reroute the all electrical wiring and conduits out of the thirteen spill containment cells which is a complex and costly process.

Provide additional support tabs on each perforated roof panels. Install multi-level flood sensors in the spill containment cells to provide low level alarms initially, with “shut-off” alarms at a high level due to the perforated roof during a 2-inch rain event. Install secondary containment piping on overhead and out-of-trench piping in Area 80 digesters and pipe gallery. Install or upgrade leak indication and monitoring system to use level sensors that do not foul as easily.

Provide Ferric/Ferrous Chloride Feed Pumps & Piping Upgrades including replacing the pumps, oversized actuators, and reconfigure the pumps and piping layout. Remove the idle emulsion polymer feed equipment and tie the existing Mannich-polymer feed pumps together for feed flexibility and more standby capacity.

Provide all necessary electrical and instrumentation and control materials, labor and work necessary or associated with the above chemical systems improvements.

The City’s Material and Testing Laboratory will provide field compaction, asphalt and concrete testing and pipe plant inspections. The CM/RE will be responsible for coordinating these testing services. The CM/RE may be responsible for providing additional material and testing, as necessary and as required by the project.

Factors beyond the control of the Consultant that extend the construction period, such as severe weather, strikes, scope changes or Design-Builder failure to perform may require additional effort and cost. The Consultant shall identify these additional efforts and costs prior to expenditures of the effort and so notify the City in accordance with the Agreement.

The responsibilities of City staff will include: overall management of the Consultant, approval of Construction payments, review and approval of changes to the construction contracts, authorization of extra work by the Contractor as needed to avoid or minimize delays due to unforeseen conditions and coordination within the City or outside agencies.

SCOPE OF SERVICES

The Consultant shall perform the services identified in Tasks 1 through 5 (below) that include pre-construction activities, construction management, field engineering and administration, inspection and additional services for the MBC Odor Control Facilities Upgrades and MBC – Chemical System Improvement Phase II Projects.

Pre-Construction Activities (Task 1)

The CM/RE shall be an experienced person, qualified to perform Construction Manager/Resident Engineer (CM/RE), services under this task:

Kickoff and Team Coordination:

EXHIBIT A

Participate in a kickoff meeting with City staff, and other project team members. CM/RE is expected to familiarize himself with the roles and responsibilities of all team members prior to the meeting, and be prepared to discuss the schedule and sequence of events leading up to the construction phase.

Pre-Construction Conferences:

Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation and safety requirements, and review coordination procedures.

Construction Management Plan:

The Consultant shall submit their Construction Management Plan. The construction management plan shall include, at a minimum, all project related items contained in the items bulleted at the end of this paragraph. This plan shall be used as the CM/RE's plan for how they will be handling the day to day business of managing the construction for this project. A draft construction management plan shall be prepared and distributed 30 days after award of the Construction Management Services contract. The City shall have an opportunity to make comments on the draft construction management plan. The Consultant shall incorporate those comments, make necessary revisions to the construction management plan and re-distribute the draft construction management plan 30 days after the City's review time, for the City's acceptance. In addition, the City shall review and approve all procedures developed subsequent to the accepted construction management plan. The construction management plan shall include: Project description, Milestone schedule, QA/QC plan including project specific checklists arranged in CSI format, Organization, Staffing Plan with roles and responsibilities, Consultant's Standard Operating Procedures (SOP's) Management information system, Communication protocols, Guidelines and procedures for processing project paperwork, Construction inspection plan, guidelines, and procedures to include at least: Explanation of responsibilities, authorities, limitations and relationships of onsite staff, Series of general inspection guidelines arranged in Construction Specifications Institute (CSI) Uniform Construction Index format, Standard tests and details specific to the project.

Provide project specific forms such as: daily reports, contract modifications, cost reimbursable sheets, etc., Use of photographs and how they will be documented and stored for ease of retrieval (photographs shall include but not be limited to: pre-construction activities, progress records of bid items and installations; completed underground structures prior to backfill; material and equipment delivery and conditions; material stockpiles showing condition, location, and method of storage; defective or rejected work; 'typical items' frequently referred to in daily reports; change order activities; typical construction tools and special tools.

Construction Management (Task 2)

The CM/RE shall be an experienced person, qualified to perform Construction Manager/Resident Engineer (CM/RE) duties, who has specific experience in managing similar projects, to perform services under this task:

Coordination and Correspondence:

EXHIBIT A

Serve as the focal point for coordination among the PM Designer, Contractor, Owner, and other parties. Receive Contractors' correspondence and prepare and transmit responses to the PM team and others.

Change Order Management:

Apply The CM's/RE's skill and experience to minimize change orders during construction.

Claims Mitigation:

The CM/RE shall perform normal claims mitigation work that shall include but not be limited to: Minimizing claims resulting from construction by maintaining positive working relationship with Contractor; Assisting in identifying and resolving Contractor requests for additional compensation and/or time extensions early and equitably; and applying procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, extra work, Analyzing Contractor requests for additional compensation and/or additional contract time submitted during construction; preparation of responses to Contractor request for additional compensation and/or additional contract time; Administration of Contractor claims to include coordination and monitoring of requests, request resolution negotiations, logging, tracking and informing City on the status of all such requests and formal claims.

Schedule Management:

Review Contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity duration, sequence, and cost loading. Review schedule issues with City. Review work progress as compared to the Contractor's monthly schedule updates, and appraise City of any schedule deviations and recovery plans. Analyze the schedule to determine impact of change orders, weather delays on overall project schedule. Negotiate time extensions due to changes, weather, and other delays.

Progress Meetings:

The CM/RE will conduct weekly progress meetings with Contractor and subcontractor representatives to discuss status of the work and short term work activities planned by the Contractor. The CM/RE will schedule and conduct MOPO meetings for planning, sequencing, and organizing the required plant shut downs. The CM/RE will provide notice to and coordination with Water Operations and Maintenance personnel on all aspects of any plant shut down. The CM/RE will request the Contractor and the City of San Diego to submit agenda items for the weekly progress meetings. Using the proposed agenda items, the CM/RE will prepare the meeting agendas and minutes and distribute to meeting attendees. The CM/RE will ask for concurrence of the previous week's minutes or ask for suggested corrections. Minutes will then be filed as approved or amended.

Each meeting will cover site safety, construction progress, job problems, and actions requiring clarification of design intent, ambiguities in contract documents, scheduled testing, and other key issues. At each meeting the CM/RE will present the current status of the construction schedule and any delays or changes to that schedule, explanations for those delays or changes, and will cover appropriate corrective action recommendations. Action monitoring will be implemented for compliance and timely response by all parties. Minutes will be prepared and distributed to the City, and Contractor. Minutes will include photos of significant construction events and photos

EXHIBIT A

of construction progress. The CM/RE shall request the Contractor progress report data so that he has it at least one (1) day prior to the progress meeting. The CM/RE shall review the progress report data prior to the progress meeting for discussion at the meeting.

Progress Reports:

Prepare and submit a status report describing key issues, cost status, schedule status, and project progress for compilation into the program report prepared by the CIP Program Manager. One progress report, issued monthly will cover all the on-going construction activities and provide a look ahead to upcoming issues.

Payment Recommendations:

The CM/RE shall review the Contractor's initial CPM schedule and cost breakdown for reasonableness and ease of monitoring. The CM/RE shall review and recommend for City's approval the Contractor's Schedule of Values. The CM/RE shall review Contractor's monthly schedule updates, payment requests, and prepare and process payment recommendations to City. The CM/RE shall perform an independent assessment of progress including (at a minimum) quantities of material placed, equipment delivered and installed, etc. as the basis for his monthly negotiation of payment.

Safety:

The CM/RE will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

The CM/RE will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the Contract for Construction. The CM/RE will coordinate with the Contractor responsible parties to correct safety conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations. The CM/RE will notify affected personnel of any site conditions posing an imminent danger to them which the CM/RE or any of the Consultant's staff or subcontractors observes.

Storm Water Pollution Prevention:

The CM/RE will insure the Storm water Pollution Prevention Plan is enforced and the report is file in the City SD Share drive. The CM/RE will coordinate with the Contractor and set up inspections as required to insure that all Best Management Practices (BMP's) meet City, State and Federal requirements and regulations.

Environmental Coordination:

The CM/RE shall indentify, plan and coordinate of all environmental work activities including the Odor system with the MBC Plant Operations and APCD agency to minimize the impact of mitigation measures during construction.

Field Engineering and Administration (Task 3)

The CM/RE shall provide experienced staff, led by the Construction Manager /Resident Engineer (CM/RE), to perform services under this task:

Document Control System:

EXHIBIT A

Set up and maintain a hardcopy and electronic project file system for all project documents. The CM/RE shall use an approved electronic Document Control System for the purpose of recording, distributing, and (when applicable) tracking the status of all information to be received, assembled, developed, or otherwise processed as a consequence of the Work to be performed by the CM/RE under this Agreement. The document controls system shall be in accordance with City guidelines.

Submittal Management:

Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to Contractor. Review administrative submittals, such as the construction schedule, and provide to the City recommendations based on the CM/RE's skill and experience. Track all submittals and report out on all delinquent submittals.

Request for Information (RFI) Management:

Receive, process, and monitor RFI's from the Contractor. The CM/RE will review all RFI's for completeness and verify the RFI is reasonable and understandable and perform a technical review to determine if the RFI is addressed adequately in the contract documents. The CM/RE will return the RFI if the question is unclear or, in the opinion of Consultant staff, the answer is contained in the contract documents. The CM/RE will prepare responses to RFI's that are related to construction issues and transmit design-related RFI's to Design Engineer and track responses and progress. The CM/RE will track and follow up on delinquent responses with all parties to help assist with the quickest possible resolution of any and all outstanding issues. The CM/RE will estimate, and provide to the City's Construction Manager, the timeline required for a resolution of those items which have the potential to extend the duration of construction. The CM/RE will conduct discussions and/or meetings with the Contractor, Design Consultant, City PM team, MBC Ops. and other parties together or separately as needed to resolve RFI's which become either delinquent or critical to the construction schedule.

Change Order and Field Order Management:

The CM/RE will apply its skill and experience to minimize the impact of Change Orders and Field Orders during construction through: Timely processing of construction documents; Minimizing changes arising from construction acceleration; Working with the Contractor to minimize the impact of field conditions that could result in added work; developing a screening process for change requests initiated by the City or the Contractor. The CM/RE will review all proposed change and field orders for constructability and notify the City's Construction Manager of any resulting concerns with City. The CM/RE will develop a process for initiation, negotiation, approval, payment, and documentation of change orders, and perform change order administration, including: Issuing proposed change orders to Contractor, maintaining logs of proposed and approved change orders, Receiving Change Order and Field Order quotations from Contractor, Negotiating Change Order and Field Order costs and time extensions, Processing final negotiated Change Orders and Field Orders, and Incorporating approved Change Orders and Field Orders into progress payment schedule of values.

This procedure will be reviewed and approved by the City. In addition, the CM/RE will perform quantity and cost analysis as required for negotiation of Change Orders and Field Orders, evaluate all schedule impacts of changes, and will coordinate with the City as required for

EXHIBIT A

processing for Change Orders and Field Orders. The CM/RE shall lead the negotiations with the Contractor. All contract modifications must be issued through the City's Construction Manager. Approvals and/or denials will be returned through the Consultant to the Contractor. The CM/RE will have no authority to make changes or make modifications to the contract documents other than provided by the contract documents. Any Contractor requested changes will be reviewed by the CM/RE, Design Engineer and City to determine if the requested change is acceptable. A favorable decision will trigger the Change Order or Field Order process for additional costs or credits. All time and materials (T&M) Change Orders and Field Orders will be monitored and verified with daily reports. All T&M sheets will be signed within three days of the actual work being performed

Coordination of Equipment and Services:

Develop lists and monitor status of manufacturer's certificates, services, spare parts and manuals. Receive log and turn over spare parts to City. Receive, log, and distribute manufacturer's O&M manuals for review and acceptance. Coordinate manufacturer's training services with City operations and maintenance staff.

Electrical and Instrumentation Control Inspections:

The CM/RE shall coordinate and perform routine electrical and Instrumentation and Control (I&C) inspections such as wiring loop diagrams routing, wire termination and participate, coordinate and witness the field Loop Diagrams inspections. The CM/RE will coordinate with the City I&C ComNet group and MBC Ops, record and sign off all Electrical, Field Loops and I&C field testing.

Coordination of Testing and Start-up:

CM/RE to monitor facility construction so as to ensure that all testing and start-up efforts are being anticipated by the CM/RE and carried out by the Contractor are in accordance with the contract requirements. CM/RE to coordinate with all parties (Contractor, Manufacturer, Design Consultant, and City Personnel) as required to ensure that the CM/RE's expectations and understandings as to schedule, party participation, and progress and of all required testing and start-up procedures are consistent between all parties, and act immediately to notify the parties of, and help resolve, any reported or observed disparities. CM/RE Startup activity shall include Pre-commissioning activities DCS inputs and outputs (I/O) coordination including Plant scheduled Shutdown Maintenance of Plant Operations (MOPO) and Notice of Plant Access (NOPA) during installation process and also Startup activities. CM/RE shall develop a 7 day Operational Acceptance Testing.

Contract Closeout:

Coordinate warranty services with Contractor and City through final completion and acceptance of the project. Complete documentation and coordination required for final acceptance and closeout of the Construction Contract.

Field Offices:

Manage the City provided office and office furnishings and equipment for the Consultant's use. City to provide the office related direct operations and maintenance expenses for the CM's office at 9485 Aero Drive, SD, CA 92123.

Minor Variations in the Work:

Authorize and notify the City's Construction Manager of minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of Construct Contract documents.

Inspection Services (Task 4)

The CM/RE shall be experienced in performing construction inspections of similar type projects and have specialty sub-consultants and inspectors as required to perform services under this task. Inspection: Provide civil, structural, mechanical, electrical inspectors as necessary for on-the-job observation of the work in progress. The inspectors shall be qualified to ensure that the work is proceeding in accordance with Construction Contract specifications. The purpose for these inspections is to: Identify visible defects and deficiencies in the work of the Contractor. Determine if the provisions of the contract documents are being fulfilled. Coordinate and conduct final inspection. Perform periodic, short duration factory inspections as required. The Consultant shall ensure that during periods when certain inspection trades are not needed, the inspectors related to those trades will not be billing the project. The Consultant will provide a workload breakdown quarterly to evaluate staffing levels and ensure so that they are being maximized.

Documentation:

Prepare daily inspection reports documenting observed construction activities and job site conditions including: Weather conditions, Design-Builders' manpower and equipment, Work performed, Materials used, Site visitors, Measure pay quantities, Coordinate, witness, and record leakage tests for piping and water bearing structures, Take progress photographs and bind and label them, Mark up a field blue line set of drawings based on field observations, compare blue lined set with Contractor red lined set periodically to ensure agreement as to the execution of work and the quick discovery and for resolution of discrepancies. and provide Contractor with information to incorporate this information on the Contractor record drawing markups; Prepare punch lists. Coordinate with and review marked up sets as needed with the designer to help ensure the integrity of both the design and the as-built drawings. All documentation shall be made available to City through the Document Control System. CM/RE is not the guarantor of Designer's work or any obligation under Designer's Contract with City regardless of any review or inspection obligation outlined in this section or later assumed or agreed to. Designer will remain solely responsible for the design work provided under this contract, regardless of any comments or review provided by CM/RE.

Construction Coordination:

Coordinate the activities of materials testing firms, building department inspections, and other services as required. Assist with equipment testing and start-up and other matters relating to construction of the project.

Materials Testing:

The CM/RE shall coordinate material testing via The City of San Diego's Material Testing Laboratory for: Concrete strength, Trial batching, Soils compaction, Aggregate gradation analysis, Non-destructive weld testing, and Any other construction related tests.

EXHIBIT A

The City of San Diego's Material Testing Laboratory will generally perform soils compaction and concrete compressive strength testing as well as pipe plant inspection. The CM/RE may be required to augment these services on an as-needed basis under additional services.

Special Inspection:

The Contractor is responsible for all special inspections. It may be necessary for the CM/RE to provide special inspections as required by the project on an as-needed basis under additional services.

Additional Services (Task 5):

As required for the project and approved by the City.

-End of Exhibit A - Scope of Services-

COMPENSATION AND FEE SCHEDULE

**CM Services for the City of San Diego's Metropolitan Biosolid
Center Projects
Date: 7-15-15**

Chemical Systems Improvements Phase II (WBS B-10178)

Labor (Prime)	
AECOM	\$ 265,040
 Labor (Subconsultant)	
C'Valdo	\$ 20,580
O'Day	\$ 53,550
G-Force	\$ 34,913
	<hr/>
Sub Total Consultant	\$ 109,043
Grand Total Labor	\$ 374,083
Other Direct Cost	\$ 7,130
Additional Services 5%	\$ 19,061
Sub Fee	\$ 400,274

MBC Odor Control Upgrades (WBS S-00323)

Labor (Prime)	
AECOM	\$ 242,944
 Labor (Subconsultant)	
C'Valdo	\$ 18,522
O'Day	\$ 49,980
G-Force	\$ 61,845
	<hr/>
Sub Total Consultant	\$ 130,347
Grand Total Labor	\$ 373,291
Other Direct Cost	\$ 6,670
Additional Services 5%	\$ 18,998
Sub Fee	\$ 398,959

Total Fee **\$799,233**

Notes

1. Additional Services requires authorization by the City of San Diego prior to use.
2. Overtime will be paid as straight time at the listed Billing Rates.
3. Prevailing Wages apply.
4. All rate adjustments require prior approval by the City of San Diego.

Exhibit B - Compensation and Fee Schedule

Metropolitan Biosolid Center (MBC) Chemical Systems Improvements Phase II (WBS B-10178)

		Project Time Line																																				
		Contract NTP			Month after NTP																																	
		Ramp up																		Bill Construction	Close Out																	
No.	Name	Position	Firm	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Sub-Total																		
1	Alberto Vela	Principal	AE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16																	
2	Gregg Dejen	Project Manager	AE	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	116																	
3	Ray Stevens	ISE	AE	40	40	40	80	80	80	80	80	80	80	80	80	80	80	80	80	80	1,140																	
4	Jason Caprio	QA Manager	AE	24	12	8															68																	
5	Ed Quinlan	Prop Cts	AE	24	16	8	8	8	8	8	8	8	8	8	8	8	8	4	4	4	140																	
6	TBD	Contract	AE	20	4	4															44																	
7	TBD	Estimator	AE				4	4	4	4	4	4	4	4	4	4	4	4	4	4	52																	
8	TBD	Electrical Insp.	AE										20	40	40	40	40	20			200																	
9	Joshua Bayona	OE	CV			10	20	20	20	20	20	20	20	20	20	20	10				200																	
10	Linda Beers	Doc Control	OD	20	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	20	600																	
11	TBD	Welding Insp.	GF					20	20	40	40	40	40	20	10						230																	
12	TBD	Mechanical Insp.	GF																		-																	
13	TBD	Dual Pipe Insp.	GF																		-																	
14	TBD	Coating Insp.	GF						20	40	40	20									120																	
15	TBD	Special Insp.	GF																		-																	
SUB TOTAL - AECOM				117	81	69	101	101	113	121	141	149	145	141	129	105	93	93	77		1,776																	
SUB TOTAL - Chavako				0	0	10	20	20	20	20	20	20	20	20	20	10	0	0	0	0	0	200																
SUB TOTAL - O'Day				20	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	20	0	600																
SUB TOTAL - G-Force				0	0	0	0	20	20	40	60	80	80	40	10	0	0	0	0	0	0	350																
Laber Subtotal																																						
ODCs				460	460	460	460	480	460	460	460	460	460	460	460	460	460	460	460	230																		
Additional Services 5%																																						
GRAND TOTAL				137	121	119	161	181	193	221	261	289	285	241	199	155	133	133	97		2,926																	
Equiv. FTE				0.9	0.8	0.7	1.0	1.1	1.2	1.4	1.6	1.8	1.8	1.5	1.2	1.0	0.8	0.8	0.6																			

Raw Rate	Location	Multiplier	Bill Rate	Total Dollars
\$ 129.80	Field	2.32	\$ 301.14	\$ 4,818
\$ 95.56	Field	2.32	\$ 221.24	\$ 25,663
\$ 65.36	Field	2.32	\$ 151.64	\$ 172,884
\$ 47.47	Office	2.78	\$ 131.97	\$ 8,974
\$ 51.40	Field	2.32	\$ 119.26	\$ 16,696
\$ 32.00	Field	2.32	\$ 74.24	\$ 3,267
\$ 60.00	Field	2.32	\$ 139.20	\$ 7,238
\$ 55.00	Field	2.32	\$ 127.60	\$ 25,520
\$ 98.00	Office	1.05	\$ 102.90	\$ 20,580
\$ 85.00	Office	1.05	\$ 89.25	\$ 53,550
\$ 95.00	Office	1.05	\$ 99.75	\$ 22,943
\$ 95.00	Office	0.00	\$ -	\$ -
\$ 95.00	Office	0.00	\$ -	\$ -
\$ 95.00	Office	1.05	\$ 99.75	\$ 11,970
\$ 95.00	Office	0.00	\$ -	\$ -
\$ -			\$ -	\$ -

GRAND TOTAL	
\$	265,040
\$	20,580
\$	53,550
\$	34,913
\$	374,083
\$	7,130
\$	19,061
\$	400,274

Exhibit B - Compensation and Fee Schedule

MBC Odor Control Facilities Upgrades (WBS S-00323)

Project Time Line																										
				Month after NTP																						
Contract NTP																										
No.	Name	Position	Firm	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	0	Sub-Total	Raw Rate	Location	Multiplier	Bill Rate	Total Dollars	
1	Alberto Vela	Principal	AE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	14	\$ 129.80	Field	2.32	\$ 301.14	\$ 4,216	
2	Gregg Deegen	Project Manager	AE	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	4	116	\$ 95.36	Field	2.32	\$ 221.24	\$ 25,663	
3	Roy Stevens	RE	AE	40	40	40	80	80	80	80	80	80	80	80	80	80	80	80	40	1,040	\$ 65.36	Field	2.32	\$ 151.64	\$ 157,701	
4	Jason Caprio	QA Manager	AE		8														40	40	\$ 47.47	Office	2.78	\$ 131.97	\$ 5,279	
5	Ed Quiñe/Anita	Proj Cts	AE	32	16	8	8	8	8	8	8	8	8	8	8	4	4	4	4	140	\$ 51.40	Field	2.32	\$ 119.26	\$ 16,696	
6	TBD	Contracts	AE		4														16	16	\$ 32.00	Field	2.32	\$ 74.24	\$ 1,188	
7	TBD	Estimator	AE			4	4	4	4	4	4	4	4	4	4	4	4	4	48	48	\$ 60.00	Field	2.32	\$ 139.20	\$ 6,682	
8	TBD	Electrical Insp.	AE			20	40	40	40	40	40	40	40	40	40	40	40	40	200	200	\$ 55.00	Field	2.32	\$ 127.60	\$ 25,520	
9	Joshua Bayona	OE	CV		10	20	20	20	20	20	20	20	20	10	10	10			180	180	\$ 98.00	Office	1.05	\$ 102.90	\$ 18,522	
10	Linda Beers	Doc Controls	OD	40	40	40	40	40	40	40	40	40	40	40	40	40	20	20	560	560	\$ 85.00	Office	1.05	\$ 89.25	\$ 49,980	
11	TBD	Welding Insp.	GF		40	40	80	80	80	80	80	80	80	80					440	440	\$ 95.00	Office	1.05	\$ 99.75	\$ 43,890	
12	TBD	Mechanical Insp.	GF																-	-	\$ 95.00	Office	0.00	\$ -	\$ -	
13	TBD	Dual Pipe Insp.	GF																-	-	\$ 95.00	Office	0.00	\$ -	\$ -	
14	TBD	Coating Insp.	GF																-	-	\$ 95.00	Office	0.00	\$ -	\$ -	
15	TBD	Special Insp.	GF		20	40	40	40	40	40	40	40	40	40	40	40	20	20	180	180	\$ 95.00	Office	1.05	\$ 99.75	\$ 17,955	
0																			-	-						
SUB TOTAL - AECOM				81	77	81	141	149	145	141	129	105	101	109	105	97	105	48	1,614	1,614						
SUB TOTAL Clavakko				0	10	20	20	20	20	20	20	20	10	10	10	0	0	0	0	180	180					
SUB TOTAL - O'Day				40	40	40	40	40	40	40	40	40	40	40	40	40	40	20	20	560	560					
SUB TOTAL - G-Force				0	60	80	120	120	120	40	40	40	40	0	0	0	0	0	0	620	620					
Labor Subtotal																										
ODCs				460	460	460	460	460	460	460	460	460	460	460	460	460	460	230								
Additional Services 5%																										
GRAND TOTAL				121	187	221	321	329	325	241	229	205	151	159	155	137	125	68	2,974	2,974						
Equiv. FTE				0.8	1.2	1.4	2.0	2.1	2.0	1.5	1.4	1.3	0.9	1.0	1.0	0.9	0.8	0.4								

GRAND TOTAL	
\$	242,944
\$	18,522
\$	49,980
\$	61,845
\$	373,291
\$	6,670
\$	18,998
\$	398,959

TIME SCHEDULE

Exhibit C - Time Schedule

MBC Odor Control Facilities Upgrades (WBS S-00323)

Contract NTP		Project Time Line																
		Ramp Up			Month after NTP												Close Out	
		Full Construction																
No.	Name	Position	Firm	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	SUB TOTAL - AECOM			81	77	81	141	149	145	141	129	105	101	109	105	97	105	48
	SUB TOTAL Clavaldo			0	10	20	20	20	20	20	20	20	10	10	10	0	0	0
	SUB TOTAL - O'Day			40	40	40	40	40	40	40	40	40	40	40	40	40	20	20
	SUB TOTAL - G-Force			0	60	80	120	120	120	40	40	40	0	0	0	0	0	0
	Labor Subtotal																	
	ODCs			460	460	460	460	460	460	460	460	460	460	460	460	460	460	230
	GRAND TOTAL			121	187	221	321	329	325	241	229	205	151	159	155	137	125	68
	Equiv. FTE			0.8	1.2	1.4	2.0	2.1	2.0	1.5	1.4	1.3	0.9	1.0	1.0	0.9	0.8	0.4

Exhibit C - Time Schedule

Metropolitan Biosolid Center (MBC) Chemical Systems Improvements Phase II (WBS B-10178)

Ramp up Full Construction Close Out

Contract NTP	Project Time Line
	Month after NTP

No.	Name	Position	Firm	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	SUB TOTAL - AECOM			117	81	69	101	101	113	121	141	149	145	141	129	105	93	93	77
	SUB TOTAL - Clavado			0	0	10	20	20	20	20	20	20	20	20	20	10	0	0	0
	SUB TOTAL - O'Day			20	40	40	40	40	40	40	40	40	40	40	40	40	40	40	20
	SUB TOTAL - G-Force			0	0	0	0	20	20	40	60	80	80	40	10	0	0	0	0
	Labor Subtotal																		
	ODCs			460	460	460	460	460	460	460	460	460	460	460	460	460	460	460	230
	GRAND TOTAL			137	121	119	161	181	193	221	261	289	285	241	199	155	133	133	97
	Equiv. FTE			0.9	0.8	0.7	1.0	1.1	1.2	1.4	1.6	1.8	1.8	1.5	1.2	1.0	0.8	0.8	0.6

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment 1

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

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

IV. Small and Local Business Program 2

V. Demonstrated Commitment to Equal Opportunity 3

VI. Definitions 4

VII. Certification 5

VIII. List of Attachments 5

 AA. Disclosure of Discrimination Complaints..... 6

 BB. Work Force Report 10

 CC. Subcontractors List 11

 DD. Consultant Past Participation List..... 12

- I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*
- II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

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

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

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

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment BB) 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 CC) 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.
- 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. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. Consultant Past Participation List**

EQUAL OPPORTUNITY REQUIREMENTS

All required EOCP documentation is provided on the following pages.

1.1 Disclosure of Discrimination Complaints

Although AECOM Technical Services, Inc. (ATS) has had discrimination complaints filed against it in the past, the frequency and volume is consistent with industry norms. AECOM does not disclose non-public information related to legal or administrative proceedings. These claims are subject to attorney-client privilege, with the need to protect attorney-client communications and work product related to such claims.

The information provided herein is provided to the City of San Diego for the sole purpose of evaluating the qualifications of AECOM in connection with the City's Request for Proposal for CM Services for MBC Chemical Systems Improvement Phase II & MBC Odor Control Upgrades – D1502002. AECOM has no reason to believe that any past, pending or threatened claims could reasonably be expected to materially impact AECOM's financial condition or to materially impact the ability of AECOM to perform the services under the proposed contract (Contract H156445).

The information in Table 1-1 below represents a list of all instances within the past 10 years where a complaint was filed or is pending against ATS in a legal or administrative proceeding that alleges ATS discriminated against its employees, subcontractors, vendors, or suppliers. A request for more specific information may be submitted to Sarah Sabunas, AECOM West Region Senior Legal Counsel, Telephone 562.213.4159.

Table 1-1 – Disclosure of Discrimination Complaints

Date of Claim	Location	Description of Claim	Litigation	Status	Remedial Action Taken
Jan-1	Texas	Gretchen McDonnell, USERRA	No	Not reinstated to a Sr. PM position upon return from military deployment	N/A
Dec-14	Honolulu, HI	Keith Kaupu-Hanks; Unlawful Discharge	Yes	Claims he was discharged due to work injury.	N/A
Jul-14	San Antonio, TX	Jeremy Lovelace Discrimination; Whistleblower Claim; Wrongful Termination	No	Hotline investigation. Litigation on hold. DOD investigation into Whistleblower claim.	N/A
Jun-14	New York	Jairo Ortega Age, National Origin, Race, Sex, Sexual Orientation Discrimination; Retaliation	No	Filed a discrimination charge; did no work for AECOM. Response filed with EEOC.	N/A
Apr-14	California	Merrill Norrdin Discrimination;	Yes	Beginning discovery to complaint 7/18/14.	N/A

Proposal for
**CM Services for MBC Chemical Systems Improvement Phase II &
MBC Odor Control Upgrades**
(Contract H156446)



Date of Claim	Location	Description of Claim	Litigation	Status	Remedial Action Taken
		Pregnancy; Wrongful Termination			
Apr-14	New York	Patricia Lorenz Sex Discrimination; retaliation Hostile Work Environment	No	Sent response to EEOC claim 7/18/14.	N/A
Feb-14	Illinois	Michael W. Blaszak Age Discrimination	Yes	EEOC received 2/14. USDC complaint received 4/23/14. Answer filed 5/14/14.	N/A
Dec-13	Sacramento, CA	John Barnes Age and Disability Discrimination	No	DFEH complaint filed. Responses filed 2/21/14. Claimant signed a settlement and release agreement. Claimant is currently employed as a VPT.	N/A
Apr-13	Wakefield, MA	Richard (Dick) Jubenville Age Discrimination and Wrongful Termination	Yes	Attorney demand letter. MCAD hearing found no probable cause, closed its file, and issued a right to sue letter. Settle 3/14/14.	N/A
Oct-13	Honolulu, HI	Keith Kaupu-Hanks Disability Discrimination	No	On-the-job injury. EEOC charge filed. Response filed 12/17/13. Claimant signed a settlement and release agreement. Active.	N/A
Jan-13	Massachusetts	Karen Breslawski Age Discrimination	No	Attorney demand letter. Settlement agreement executed 7/13/13.	N/A
Mar-13	Washington, DC	Stephen Whitfield Age Discrimination	No	JV was named as a responsible party in addition to employer. AECOM is a partner in the JV. Settled with JV 6/6/14.	N/A
Sep-12	Wisconsin	Mark Musial Age and Disability Discrimination	Yes	Lost appeal of the dismissal of claim by the state agency 7/21/14. Claimant has 30 days to file this Circuit Court.	N/A

Proposal for
**CM Services for MBC Chemical Systems Improvement Phase II &
MBC Odor Control Upgrades**
(Contract H156446)



CITY OF SAN DIEGO

Date of Claim	Location	Description of Claim	Litigation	Status	Remedial Action Taken
Aug-12	Pittsburg, PA	Donald Stephanik Sex and Age Discrimination	No	EEOC issued a dismissal and Notice of Rights 7/13/13.	N/A
Aug-12	Florida	Lakisha Powell Race Discrimination	No	EEOC administratively closed and issued right to sue on 2/11/13.	N/A
Aug-12	Philadelphia, PA	Shavawn Stidham Discrimination, Sexual Harassment	No	Temporary employee. Complaint issued 8/10/12. Response filed 2/15/13.	N/A
Jul-12	California	Denise Hintzen Sexual Harassment	Yes	Settled in mediation 3/5/13.	N/A
Jun-12	California	Walter Maclean II Age Discrimination	No	Attorney demand letter. Complaint filed with Labor Commissioner 2/20/12. Filed DFEH 4/26/13. Settled 7/18/13.	N/A
Jun-12	Washington, DC	Ruby Dargan Retaliation, Disability and Age Discrimination	No	City of Alexandria (VA) DHR closed 9/27/13.	N/A
Jun-12	Concord, CA	Mary Monahan Burgess Sex Discrimination	No	Attorney demand letter. Settled 3/29/13.	N/A
May-12	New England	Rafael Trinidad Age Discrimination	No	EEOC dismissed the claim.	N/A
Apr-12	California	Cezar M. Garcia Age, Ethnicity and Disability Discrimination	Yes	Lawsuit. Settled 6/7/13.	N/A
Apr-12	California	Karen Law Wrongful Termination, Sexual Harassment, Retaliation"	Yes	Lawsuit. Settled 7/18/14.	N/A
Mar-12	Pittsburg, PA	Dan Fix Age Discrimination	No	EEOC closed file 9/17/12.	N/A
Feb-12	Honolulu, HI	John E. Herzog v. Earth Tech/AECOM Discrimination	Yes	Arbitration claim. Settled 6/6/14.	N/A

Proposal for
**CM Services for MBC Chemical Systems Improvement Phase II &
MBC Odor Control Upgrades**
(Contract H156446)



CITY OF SAN DIEGO

Date of Claim	Location	Description of Claim	Litigation	Status	Remedial Action Taken
Oct-11	Kansas City, MO	Shawna Leslie-Allison Age Discrimination	No	EEOC MCHR claim. Settled 9/12/13.	N/A
Dec-10	Phoenix, AZ	Laila Doroudian Discrimination Sex/Retaliation	No	Responded and waiting to receive a response from EEOC. Since January 2013, no activity.	N/A
Nov-10	California	Frank Chiappella Age and Disability Discrimination	No	Attorney demand letter. Settled.	N/A
Sept-10	California	Christine Tovey Disability Discrimination, Retaliation	No	DFEH claim. Right to Sue issued 1/19/11.	N/A
Jul-10	Honolulu, HI	Christina Kale Disability Discrimination	No	Dismissed by EEOC. Right to Sue Received 7/21/11.	N/A
May-10	Texas	Charles McLendon v. AECOM Technical Services, Inc. Wrongful Termination & Retaliation	No	Summary judgement granted in favour of AECOM Technical Services, Inc. dismissing complaint as a nuisance suit.	N/A
Feb-10	South Carolina	Jeannette Bennett Administrative Action, Race & Age Discrimination	Yes	Notice of discrimination charge received from EEOC. Position statement filed by AECOM. Settled 3/7/13.	N/A
Oct-09	California	Beverly Sheaffer Sex Discrimination, Retaliation	No	Dismissed by EEOC 6/29/12.	N/A
Oct-09	Florida	Brooksie Barton Sex Discrimination, Retaliation	No	Administratively closed by EEOC.	N/A
Aug-08	Connecticut	Alan Zilinski v. Earth Tech, Inc. Age Discrimination, AWDA, Rehabilitation Act, Title V11, and Equal Pay Act	Yes	Motion for Summary Judgement granted. All federal claims were dismissed without prejudice.	N/A

Proposal for
 CM Services for MBC Chemical Systems Improvement Phase II &
 MBC Odor Control Upgrades
 (Contract H156446)



Date of Claim	Location	Description of Claim	Litigation	Status	Remedial Action Taken
Dec-05	Michigan	Rogelio Hernandez v. Earth Tech, Inc. and Tim Simka Employment Discrimination	Yes	Summary Judgement granted to Earth Tech, Inc. (k/n/a AECOM Technical Services, Inc.).	N/A



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

ATTACHMENT BB

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: AECOM

Address (Corporate Headquarters, where applicable): 555 South Flower Street, Suite 3700

City: Los Angeles County: Los Angeles State: CA Zip: 90017

Telephone Number: () 213 593 8000 Fax Number: () 213 593 8178

Name 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: 401 W. A Street, Suite 1200

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

Telephone Number: () 619 233 1454 Fax Number: () 619 233 0952

Type of Business: Engineering Type of License: Business License No. B2011011770

The 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 80202

Telephone 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 12th day of December, 20 14

(Authorized Signature)

Alberto Vela, Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AECOM Technical Services, Inc. DATE: 12/12/2014

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	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		2	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
--------------------	---	---	----	----	----	----	--	--	--	--	-----	-----	----	---

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														



ATTACHMENT CC

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
G Force 4035 Pacific Highway San Diego, CA 92110	Special Inspection and Construction Materials Testing	15%	SLBE	City of San Diego
Cvaldo Corporation 4901 Morena Blvd, Suite 1110 San Diego, CA 92117	Office Engineering	8%	SLBE DBE, SMBE SBE	City of San Diego State of CA DOT State of CA
O’Day Consultants, Inc 2710 Loker Avenue, Suite 100 Carlsbad, CA 92021	Office Engineering and Document Control	4%	SLBE DVBE, SBE	City of San Diego State of CA DGS

* Listed for informational purposes only.

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

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

SUBCONSULTANT SUMMARY DATA TABLES

Subconsultant's legal name and address	Gee Ray Gee, Inc dba G-Force 4035 Pacific Highway San Diego, CA 92110
Address of offices located in SD County	4035 Pacific Highway San Diego, CA 92110
Number of years has maintained offices in SD County	23 years
Number of employees in SD County	15
City of San Diego Business License Number	B1991007508
Name, title, address and telephone number of contact person	Joseph Bouknight, Principal Engineer 4035 Pacific Highway San Diego, CA 92110 619.583.6633 jbouknight@gforceca.com
Approximate percent participation of overall project cost	15%

Subconsultant's legal name and address	Cvaldo Corporation 4901 Morena Boulevard Suite 1110 San Diego, CA 92117
Address of offices located in SD County	4901 Morena Boulevard Suite 1110 San Diego, CA 92117
Number of years has maintained offices in SD County	10
Number of employees in SD County	10
City of San Diego Business License Number	B2004010749
Name, title, address and telephone number of contact person	Mike Cairns, Principal 4901 Morena Boulevard Suite 1110 San Diego, CA 92117 858 866 0128 mikec@cvaldo.com
Approximate percent participation of overall project cost	8%

Subconsultant's legal name and address	O'Day Consultants, Inc. 2710 Loker Avenue, Suite 100 Carlsbad, CA 92010
Address of offices located in SD County	2710 Loker Avenue, Suite 100 Carlsbad, CA 92010
Number of years has maintained offices in SD County	34
Number of employees in SD County	25
City of San Diego Business License Number	B2009008335
Name, title, address and telephone number of contact person	Brian Faraci, PE, PLS, QSD, QSP Project Manager O'Day Consultants, Inc. 2710 Loker Avenue, Suite 100 Carlsbad, CA 92010 (760) 931-7700 ext. 105 brianf@odayconsultants.com
Approximate percent participation of overall project cost	4%

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: As-Needed Civil Engineering Services

TYPE OF PROJECT: As Needed Civil Engineering Services DOLLAR VALUE OF CONTRACT: \$ 2 million

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 SDVOSE [®]	WHERE CERTIFIED [®]
Name: <u>Aguirre and Associates</u> Address: <u>8265 Commercial Street, Ste. 1</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>619.464.6978</u>	Subcontractor	Survey	102,840	SLBE DBE	City of San Diego
Name: <u>Allied Geotechnical Engineers</u> Address: <u>9500 Cuyamaca Street, Ste.:102</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>920701</u> Phone: <u>619.449.5900</u>	Subcontractor	Geotechnical Engineering	144,300	SLBE DBE	City of San Diego
Name: <u>CValdo Corporation</u> Address: <u>4901 Moreno Blvd, Ste. 1110</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92117</u> Phone: <u>858.866.0128</u>	Subcontractor	Drainage Design	35,000	SLBE	City of San Diego
Name: <u>Marum Partnership Landscape Arch.</u> Address: <u>4010 Goldfinch Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>619.992.9533</u>	Subcontractor	Landscape	35,000	SLBE	City of San Diego
Name: <u>O'Day Engineering</u> Address: <u>2710 Loker Avenue West</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92010</u> Phone: <u>760.931.7700</u>	Subcontractor	Drainage Design	28,792	SLBE	City of San Diego
Name: <u>Wunderlich Malec</u> Address: <u>4505 Las Virgenes, Suite 121</u> City: <u>Calabasas</u> State: <u>CA</u> Zip: <u>91302</u> Phone: <u>818.880.8038</u>	Subcontractor	Engineering	145,600	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

MBE
DBE

Certified Woman Business Enterprise
Certified Disabled Veteran Business Enterprise

WBE
DVBE

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: City of San Diego As-Needed Stormwater Engineering and Consulting Service

TYPE OF PROJECT: As-Needed Contract

DOLLAR VALUE OF CONTRACT: \$12M

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
ACME 1616 West Avenue National City, CA 919510 619.299.5100	Contractor	Traffic Control	\$1,800	DBE, SLBE	CITY, CALTRANS
Affordable Drain Service Inc. DBA Affordable Pipeline Services 8340 Juniper Creek Land San Diego, CA 92126 858.689.4000	Contractor	CCTV	\$400,000	SLBE	CITY
Bob Pitt, Consulting Environmental Engineer 2137 Farley Road Seattle, WA 98109 206.828.1681	Contractor	Technical Advisor	\$12,500	N/A	N/A
Cal Copy 405 N. Twin Oaks Valley Road, Suite 113 San Marcos, CA 92069 760.744.9949	Vendor	Repro	\$1,800	SB, SLBE	CA, CITY
CRG Marine Laboratories 2020 Del Amo Boulevard, #200 Torrance, CA 90501 610.320.3211	Contractor	Lab-Water Chemistry	\$312,500	N/A	N/A
CValdo Corporation 4901 Morena Boulevard, #1110 San Diego, CA 92117 858.866.0128	Contractor	Civil Engineering	\$90,000	DBE, SLBE	CALTRANS, CITY
Dudek 605 3 rd Street Encinitas, CA 92024 760.942.5147	Contractor	Environmental Permitting	\$800,000	N/A	N/A

ATTACHMENT DD

EnviroMatrix Analytical, Inc. 4340 Viewridge Avenue, Suite A San Diego, CA 92123 858.560.7717	Contractor	Analytical Laboratory	\$12,500	SBE	CAD
Estrada Land Planning, Inc. 755 Broadway Circle San Diego, CA 92101 619.236.0143	Contractor	Landscape Architecture	\$250,000	SWBE, DBE, MBE	Caltrans
GHD 3750 Convoy Street, Suite 220 San Diego, CA 92111 858.244.0440	Contractor	Strategic Planning	\$500,000	N/A	N/A
HDR Engineering, Inc. 8690 Balboa Avenue, Suite 200 San Diego, CA 92123 858.712.8400	Contractor	Strategic Planning	\$500,000	N/A	N/A
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104 619.294.8990	Contractor	NEPA/CEQA	\$125,000	DBE	CALTRANS
John Konecny	Contractor	Biologist	\$5,000	N/A	N/A
Laboratory Data Consultants, Inc. 2701 Loker Avenue West, Suite 220 Carlsbad, CA 92010 760.827.1100	Contractor	Data Validation	\$250,000	SBE	CA
Lintvedt McColl & Associates 2810 Camino Del Rio S San Diego, CA 92108 619.294.4440	Contractor	Surveyor	\$125,000	DBE, WBE, SBE	CALTRANS, CA
MWH 9444 Farnham Street, Suite 300 San Diego, CA 92123 858.751.1200	Contractor	Asset Management, Strategic Planning, Program Assessment	\$1,875,000	N/A	N/A
Natures Image, Inc. 20361 Hermana Circle Lake Forest, CA 92630 949.680.4417	Contractor	BMP OM&M	\$250,000	WBE, SBE	CA, CAD
Nautilus Environmental 4340 Vandever Avenue San Diego, CA 92101 858.587.7333	Contractor	Lab Toxicity	\$12,500	WBE, SBE, SLBE	CALTRANS, CITY
Open Oceans Global	Contractor	Strategic Planning	\$35,000	N/A	N/A

ATTACHMENT DD

Pat-Chem Laboratories 11990 Discovery Court Moorpark, CA 93021 858.505.0835	Contractor	Environmental Testing	\$625,000	DBE, SBE, WBE	CALTRANS
The Primacy Group 3609 4 th Avenue San Diego, CA 92103 619.295.6923	Contractor	Political Consultant	\$12,500	N/A	N/A
Red Tail Monitoring & Research, Inc. 25 Epie Hall Road Santa Ysabel, CA 92070 760.803.5694	Contractor	Native American Monitoring	\$8,000	N/A	N/A
Resource Planning Associates 201 3 rd Street NW, #1750 Albuquerque, NM 87102 505.346.0988	Contractor	Technical Advisor	\$25,000	N/A	N/A
Right of Way Engineering 618 Tremont Street Oceanside, CA 92054 760.637.2700	Contractor	Surveyor	\$5,000	SLBE	CITY
SDSU Foundation 5250 Campanile Drive San Diego, CA 92182 619.594.1900	Contractor	Scientific Testing	\$40,000	N/A	N/A
Schmidt Design Group 2655 Fourth Avenue San Diego, CA 92103 619.236.1462	Contractor	Landscape Architect	\$9,000	SLBE	CITY
TB Penick & Sons, Inc. 15435 Innovation Drive, Suite 100 San Diego, CA 92128 858.558.1800	Contractor	Porous Pavement	\$312,500	N/A	N/A
Tri-County Drilling 9631 Candida Street San Diego, CA 92126 858.271.0099	Contractor	Driller	\$125,000	WBE	CA
Wallace Laboratories 365 Coral Circle El Segundo, CA 90245 310.615.0116	Contractor	Lab Soils Fertility	\$125,000	N/A	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	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: County of San Diego As-Needed Landscape Architectural Consulting Services

TYPE OF PROJECT: As Needed Contract DOLLAR VALUE OF CONTRACT: \$5M

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 ^o	WHERE CERTIFIED ^o
Name: <u>San Dieguito Engineering, Inc.</u> Address: <u>4407 Manchester Avenue, Suite 105</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>760.753.5525</u>	Contractor	Aerial and Topographic Surveys	\$2,200	DBE, WBE, SBE, SLBE	CALTRANS, CA, CITY
Name: <u>Hellas Construction</u> Address: <u>380 State Place</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760.745.5500</u>	Contractor	Artificial Turf Sports Field Expert	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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.

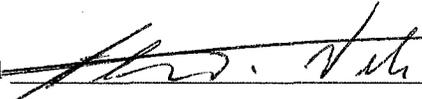
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: MBC CM Services for Odor Control Facilities
& Chemical Feed System Upgrades (H156446)

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:

AECOM Technical Services, Inc.
Name under which business is conducted

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

Signed 
Printed Name Alberto Vela
Title Vice President
Date 07-15-15

CITY OF SAN DIEGO

EXHIBIT F

Consultant Performance Evaluation

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____																		
4. & 5. CONTRACT DATA (DESIGN 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.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
5. Construction Support																			
5a. Contractor _____ <i>(name and address)</i>		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-Builts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____	Date _____																		
7b. Section Head _____	Date _____																		

Section II SPECIFIC RATING									
DESIGN EVALUATION					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	N/A		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					Resolution of Field problems				
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 _____ :	_____

(*Supporting documentation attached: Yes No)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE: CM Services for MBC Chemical Systems Improvements Phase II

& Odor Facilities Upgrades (H156446)

B. BIDDER/PROPOSER INFORMATION:

AECOM Technical Services, Inc.

Legal Name	401 West A Street, Suite 1200, San Diego CA, 92101		DBA
Street Address	City	State	Zip
Alberto Vela, Vice President	619.610.7739	619.610.7601	
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 Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was 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 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. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 09 / 29 / 1970 State of incorporation: California

List corporation's current officers: President: Thomas Bishop
 Vice Pres: Louis Armstrong
 Secretary: Vacant
 Treasurer: William T. Rudd

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

AECOM Technical Services, Inc. is a privately held company with 100% of its shares owned by the Earth Technology Corporation (USA). The Earth Technology Corporation (USA) is wholly-owned by AECOM which is publicly traded on the New York Stock Exchange under trading symbol ACM. AECOM Technical Services, Inc. is the primary contracting entity for AECOM in North America.

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

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

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? **NO**

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo Bank

Point of Contact: Nancy Peck-Medina

Address: 333 South Grand Avenue, Ste. 1200, Los Angeles, CA 90071

Phone Number: Phn: (213) 253-7335; Fax: (866) 359-8130

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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 Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes **No**

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes **No**

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City and County of Honolulu (Wahiawa WWTP)

Contact Name and Phone Number: Stuart Ujimori 808.768.8772

Contact Email: sujimori@honolulu.gov

Address: 6505 King St., 11th Floor, Honolulu, HI 96813

Contract Date: 12/2007 - 12/2013

Contract Amount: \$1.7M

Requirements of Contract: Design, Construction Management & Start-up

Company Name: City of Redlands (Chemical Feed & Odor Control Modifications)

Contact Name and Phone Number: Chris Diggs (909)798-7658

Contact Email: cdiggs@cityofredlands.org

Address: City of Redlands, 35 Cajon Street, Suite 15A, Redlands, CA. 92373

Contract Date: 04/2012 - 04/2013

Contract Amount: \$8.6M

Requirements of Contract: Construction Management & Start-up

Company Name: Kern County Water Agency

Contact Name and Phone Number: Martin Varga, PE - 661.634.1448

Contact Email: mvarga@kcwa.com

Address: Manager – Engrg Mgr, 3200 Rio Mirada Dr., Bakersfield, Ca 93308

Contract Date: 09/2008 - 02/2010

Contract Amount: \$5.2M

Requirements of Contract: Construction Management

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager 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, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the 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 determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the 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 public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific 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.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

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. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: C'Valdo Corporation

Contact Name and Phone Number: Mike Cairns, Principal (p) 858-866-0128 (f) 858-866-0131

Contact Email: mikec@cvaldo.com

Address: 4901 Morena Boulevard, Suite 1110, San Diego, CA 92117

Contract Date TBD

Sub-Contract Dollar Amount: \$37,240

Requirements of Contract: Flow down of City of San Diego Contract

What portion of work will be assigned to this subcontractor: Office Engineer support.

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: O'Day Consultants, Inc

Contact Name and Phone Number: Brian Faraci, PE, PLS, QSD, QSP, Office 760-931-7700 ext.105

Contact Email: Brian Faraci (Brianf@odayconsultants.com)

Address: 2710 Loker Avenue, Suite 100, Carlsbad, CA 92021

Contract Date TBD

Sub-Contract Dollar Amount: \$98,600

Requirements of Contract: Flow down of City of San Diego Contract

What portion of work will be assigned to this subcontractor: Document Control

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: Not applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. 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.

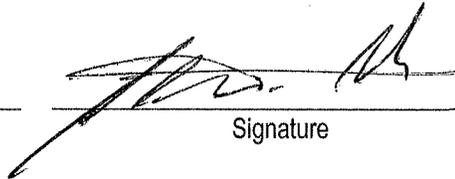
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will 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) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar 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).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

Alberto Vela, Vice President



07-15-15

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

F.2. Performance History

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

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS 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 ATS nonpayment or other breach of contract in accordance with contract terms, or (iv) for default. Within the past five (5) years, ATS (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded ATS that right, and (ii) ATS 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 instance:

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

F.4. Performance History

Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud? Yes

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

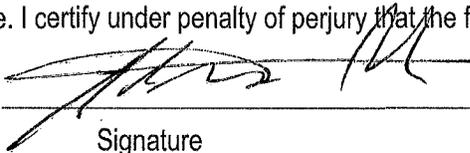
F.6. Performance History

In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency? Yes

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Alberto Vela, Vice President



07-15-15

Print Name, Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

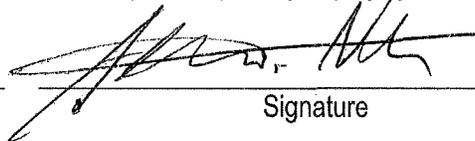
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

J. STATEMENT OF SUBCONTRACTORS (Continued):
Company Name: G-Force
Contact Name and Phone Number: 619.583.6633
Contact Email: Joe Bouknight <jbouknight@gforceca.com>
Address: 4035 Pacific Highway, San Diego, CA 92110
Contract Date: TBD
Sub-Contract Dollar Amount: \$92,150.
Requirements of Contract: Flow down of City of San Diego Contract
What portion of work will be assigned to this subcontractor: Special Inspection
Is the Subcontractor a certified (SLBE), ELBE, MBE, DBE, DVBE, or OBE? (Circle One) (YES) NO If YES,
Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Alberto Vela, Vice President

Print Name, Title



Signature

07-15-15

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/regs/18701.htm

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego – Public Works Department
2. Name of Specific Consultant & Company: AECOM Technical Services, Inc.
3. Address, City, State, ZIP: 401 West A Street, Suite 1200, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action"): MBC Chemical System Improvements Phase II & MBC Odor Control Facilities Upgrades
5. Consultant Duties for Project: AECOM Technical Services, Inc. will provide construction management and inspection services.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

[X] 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.]

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

- or -

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

By: [Signature] [Myrna Dayton / Deputy Director – Construction Management and Field Services Division]*

[Date] 11/3/15

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/reggs/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: Alberto Vela
Company Address: 401 West A Street, Suite 1200, San Diego, CA 92101	Contact Phone: 619.610.7739
	Contact Email: alberto.vela@aecom.com

CONTRACT INFORMATION

Contract Title: MBC Chemical Systems Improvements Phase II (WBS B-10178)	Start Date: July 2016
Contract Number (if no number, state location): H156446	End Date: January 2016

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.

Alberto Vela, Vice President		07-15-15
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.

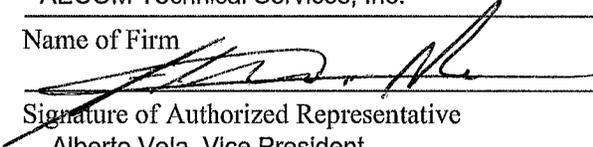
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of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

Alberto Vela, Vice President

Printed/Typed Name

07-15-15

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

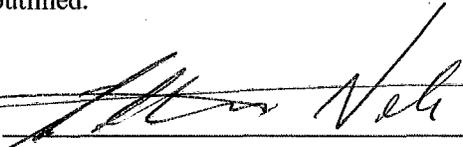
PROJECT TITLE: MBC CM Services Chemical & Odor Control Upgrades (H156446)

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans 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 Alberto Vela,

Title Vice President