

DUPLICATE
ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HDR ENGINEERING, INC.
FOR
RECYCLED WATER SYSTEM CONDITION ASSESSMENT AND
OPTIMIZATION PLAN
CONTRACT NUMBER: H176932**

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors 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 - Regarding Information Requested Under the California Public Records Act
- Exhibit J - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HDR ENGINEERING, INC.
FOR CONSULTANT SERVICES**

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

RECITALS

The City wants to retain the services of a civil engineering firm to provide civil engineering 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 Utilities 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 Utilities Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the 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 thirty-six (36) months, whichever is the earliest. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extension beyond sixty (60) months will require City Council approval via 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 total compensation payable by the City to the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$1,750,000. The compensation for the Scope of Services shall not exceed \$1,627,600 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$122,400. Moreover, the total compensation to be paid to the Consultant by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Service (Exhibit A) for the not to exceed values listed in the Compensation and Fee Schedule (Exhibit B) and in accordance with the Time Schedule (Exhibit C).

PHASED FUNDING SCHEDULE			
Funding Phases	Phase Description (Work to be Performed)	Phase Duration	Total Not to Exceed Amount
1	<u>Project Kickoff and Data Gathering</u>	From date of execution of Agreement	\$49,672

	Prepare Work Breakdown Structure, Schedule and Updates, Project Meetings, Kickoff Meeting, Quality Control Plan	through Completion of Agreement	
2	<u>System Demand Projections and Facility Assessments</u> Monthly Progress Report (18), Internal Coordination Meetings (6), Monthly Status Meetings (18), Data Collection and Review, Define Reuse Objectives and Identify Infill Customers, Prepare Calibration Plan and Conduct Flow Monitoring, Develop RW Customer Database, Update Hydraulic Model for Buildout Scenarios, Prepare Model Users Manual, Prepare Updated Master Plan Asset Data Review, Objectives and Evaluation Criteria, Identify Asset Types of Assess, Data Analysis, Select Inspection Technique, Asset Risk Workshop, Develop Asset Inspection Plan, Reservoirs Condition Assessment, Pump Stations Condition Assessment, Valve Analysis, SCADA Analysis	From July 1, 2018 through completion of Agreement	\$1,056,998
3	<u>Data Analysis, Optimization, and CIP Prioritization</u> Programmatic Pipeline Condition Analysis, Optimize Operational Strategy, Data Analysis and Asset Condition TM, Develop Decision Making Approach, Develop Scope of Service Documents, Develop Master CIP Schedule	From July 1, 2019 through completion of the Agreement	\$643,330
Total			\$1,750,000

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

- a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Consultant in writing when the next Phase has been funded.
- b. The City is not obligated to the Consultant for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- c. The Consultant is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Consultant's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Consultant shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$49,672	0	\$49,672
2	\$1,056,998	0	\$1,056,998
3	\$520,930	\$122,400	\$643,330
Total			\$1,750,000

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those basic services 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 above Phased Funding Schedule and 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 Phased Funding Schedule and 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 civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the 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, gender expression, gender identity, 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 J) 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 of San Diego's Purchasing & Contracting Department (Equal Opportunity Contracting Division) 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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. In addition to the requirements in 4.20.3, the Consultant and its subconsultants shall also 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 its 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 consultants 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. A Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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.

4.15.9.2. 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.15.10. Stop Order. For Consultant or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Consultant or unregistered subcontractor(s) on ALL public works until the unregistered Consultant or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.15.11 List of all Subcontractors. The City may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this Agreement at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of the City's request. Additionally, Consultant shall provide the City with a complete list of all subcontractors utilized on this Agreement (regardless of tier), within ten working days of the completion of the Agreement, along with their DIR registration numbers. The City shall withhold final payment to Consultant until at least 30 days after this information is provided to the City.

4.15.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Consultant shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.15.12.1. Registration. The Consultant will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.15.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.15.12.3. List of all Subcontractors. The Consultant shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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, attorneys' 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 electronic files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, 525 B St. 3rd Floor, San Diego, CA 92101, Attn: Hooman Partow, MS 906 and notice to the Consultant shall be addressed to: HDR Engineering Inc., Aaron Meilleur c/o Marlys Bastow, 8690 Balboa Avenue Suite 200, San Diego, CA 92123, Aaron.Meilleur@hdrinc.com.

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 member of the Consultant's organization: Jennifer Duffy [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-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.24 Equal Benefits Ordinance. Unless an exception applies, Consultant shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Consultant certifies that Consultant is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

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

9.26 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R- 311734, authorizing such execution, and by the Consultant pursuant to HDR Engineering, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind HDR Engineering, Inc. and that I have read all of this Agreement, this 29th day of January, 2018.

By [Signature]
Aaron M. Meilleur
Business Group Area Manager Water

Dated this 18th day of June, 2018.

THE CITY OF SAN DIEGO
Mayor or Designee

By [Signature]

Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 19th day of June, 2018.

MARA W. ELLIOTT, City Attorney

By [Signature]
Deputy City Attorney

RR-311734

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

RECYCLED WATER SYSTEM CONDITION ASSESSMENT AND OPTIMIZATION PLAN (H176932)

The Consultant shall research, identify, develop, evaluate, and recommend the most cost-effective options for offsetting potable water use within the City of San Diego by utilizing non-potable recycled water and recommend a 20-year Recycled Water Capital Improvements Program.

In summary, the Consultant shall perform recycled water facilities condition assessment and prepare an updated Recycled Water Master Plan to include the following:

- Identify ways in which the City's recycled water system can be optimized,
 - Perform condition assessments of the existing recycled water conveyance systems; these assessments do not include work at any of the City Reclamation Plants, and
 - Recommend capital improvement projects using business case evaluations.
- The recycled water conveyance system consists of three pump stations, two reservoirs, and 96 miles of pipeline and appurtenances.

Task 1.0 Master Plan Development

The Consultant will be responsible for developing a master plan for implementing recycled water projects in order to optimize flows treated at the recycled water treatment plants. Objectives include reduction of recycled water conveyance system peak hour/day/month/year demand to allow for further infill of customer connections. These services include the following tasks:

1.1 Task Coordination

1.1.1 Coordination. The Consultant will be responsible for general project management services to be performed throughout the project. It is assumed that the project schedule will extend approximately 18 months from the notice to proceed. These services include the following subtasks:

(1) Prepare and submit a Project Management Plan for the Master Plan that includes a Work Breakdown Structure (WBS), which includes a matrix indicating the budget amounts and man- hours for each task. The approved WBS shall form the basis for reporting the status of each task in the monthly progress report and the project invoices.

(2) Submit monthly progress reports, including work completed, upcoming work, project issues, budget, schedule status, potential changes, and other important project information. Submit monthly invoices that document the man- hours and billing rates for staff for each task in the WBS, as well as any direct costs. A summary with budget spent and remaining as well as current and previous billing period invoicing should also be included.

(3) Prepare a project schedule and updates with a detailed project cost and resource-loaded schedule capable of calculating earned value that indicates project start and finish dates, and WBS tasks.

1.1.2 Project Meetings

(1) Kickoff Meeting (1). Prepare for and conduct project one (1) 2-hour kickoff meeting.

(2) Internal Coordination Meetings (up to six (6) for a duration of up to 60 minutes). Prepare for and conduct internal coordination meetings with task leaders and subconsultants.

(3) Monthly Progress Meetings (up to 18). Prepare for and conduct monthly progress meetings with City staff. These meetings are assumed to be up to one (1) hour each.

1.2 Quality Control (QC). Develop a task-specific Quality Management Plan (QMP) that will address the processes, procedures, and personnel engaged in quality control. Establish and monitor effective implementation of the quality requirements for the task and be responsible for submitting adjudicated QC review forms to the City.

1.3 Data Collection and Review. Prepare and update a Data Request Tracking Log and provide common access among all team members. Obtain and review available and pertinent information, reports, data and mapping relevant to the Master Plan. It is assumed that the City will provide the initial round of requested information to the Consultant within 2 weeks of the Notice to Proceed. It is assumed that the GIS and Asset data for the Recycled Water System is accurate and up to date. Any edits or updates required for completion of the Master Plan or Condition Assessment tasks will be made by City staff.

1.4 Define Reuse Objectives and Identify Infill Customers. Examine existing recycled water customer database, billing records and meter data to determine conservation goals. Review past market assessment efforts and work with City staff to identify existing and potential infill customers and current potable water use data. Develop screening criteria to assemble a list of recommended customers. Prepare summary of findings and identify data gaps.

1.5 Prepare Calibration Plan and Conduct Flow Monitoring. Evaluate hydraulic model and current buildout scenarios with the assistance of the City's Recycled Water Section and Hydraulic Modeling Section. It is assumed that the City will export Synergi Model to EPANET format. Consultant will conduct conversion of EPANET model to Innovyze Info Water format and verify system geometry. Refine demand allocation based on current recycled water demands. Obtain available smart meter data for recycled water customers. Prepare and implement a Calibration Plan for the hydraulic model. Coordinate flow monitoring at up to 10 additional recycled water customers to evaluate diurnal demands. It is assumed that the City will install Smart Meters at these additional locations and provide data to the consultant. Develop system-wide diurnal demand curve and specific large customer demand patterns, if available.

1.6 Develop Recycled Water Customer Database. Prepare a data base in Microsoft Access that identifies the existing and up to 50 potential recycled water customers identified by City staff. Prepare a User's Manual for the Customer Database.

The database shall include the following for each customer entry:

- i. Site address,
- ii. Latitude and longitude,
- iii. Type of use,
- iv. Potable or recycled water account number,
- v. Potable or recycled water consumption – 2 year average,
- vi. Customer name,
- vii. Contact information,
- viii. Potential recycled water demand with consideration of recycled water conservation goals and price elasticity of demand,
- ix. Required treatment level,
- x. Customer ID (same as hydraulic model ID),
- xi. Minimum pressure, and
- xii. Time of use.

1.6 Update Hydraulic Model for Buildout Scenarios. Develop and evaluate two buildout scenarios that optimize the demands of the Pure Water Program and the existing and infill recycled water customers identified in Task 1.5.

1.7 Prepare Hydraulic Model User's Manual. User's manual shall be well structured, organized, and fully documented to ensure that City staff and consultants can readily update or modify the Hydraulic Model for future system analysis.

1.8 Prepare Updated Master Plan document. Prepare updated Master Plan documenting updated market assessment, hydraulic analysis and proposed buildout scenarios. Prepare report graphics. Prepare planning level cost estimates for proposed improvements needed to connect. Prepare a business case evaluation to assess the cost/benefit of adding infill customers to the existing recycled water system.

Task 1 Deliverables:

- Task Management Plan
- Monthly Progress Report and Invoices
- Project Meeting Agendas and Minutes
- Quality Management Plan
- Data Request Tracking Log
- Summary of Reuse Objectives, Screening Criteria and Recommended Infill Customers
- Recycled Water Model Calibration Plan
- Recycled Water Customer Database and User's Manual
- Updated Hydraulic Model and User's Manual
- Master Plan Update Report

It is assumed that all deliverables will be electronic submittals and no hard copies will be required.

Task 2.0 Condition Assessments

The Consultant will be responsible for performing Condition Assessments of the Existing Recycled Water System and recommending Capital Improvement Projects Using Business Case Evaluations, resulting in a comprehensive system-wide plan for all recycled water facilities. The plan will incorporate, but not be limited to, the following: Review and update the City's geodatabases; establish system performance criteria for recycled water system evaluation; evaluate existing recycled water distribution facilities and their ability to meet current and future demands, and in their ability to minimize life-cycle cost; incorporate current CIP projects; evaluate existing and future system operations; develop probable cost opinions for the required capital facilities; develop an implementation and prioritization plan for recommended Capital Improvement Program projects to ensure available infrastructure through ultimate build-out of the City's recycled water system. Consultant will provide a Condition Assessment User's Manual; it shall be well structured, organized, and fully documented, sharing information/knowledge such that City staff and consultants can readily update or modify future condition assessments for system analysis. These services include the following tasks:

2.1 Task Coordination

2.1.1 Coordination

The Consultant will be responsible for general project management services to be performed throughout the project. It is assumed that the project schedule will extend approximately 18 months from the notice to proceed. These services include the following sub tasks:

(1) Prepare and submit a Project Management Plan for the Condition Assessment task that includes a Work Breakdown Structure (WBS), which includes a matrix indicating the budget amounts and man- hours for each task. The approved WBS shall form the basis for reporting the status of each task in the monthly progress report and the project invoices.

(2) Submit monthly progress reports, including work completed, upcoming work, project issues, budget, schedule status, potential changes, and other important project information. Submit monthly invoices that document the man- hours and billing rates for staff for each task in the WBS, as well as any direct costs. A summary with budget spent and remaining as well as current and previous billing period invoicing should also be included.

(3) Prepare a project schedule and updates with a detailed project cost and resource-loaded schedule capable of calculating earned value that indicates project start and finish dates, and WBS tasks.

2.1.2 Project Meetings

(1) Kickoff Meeting (1). Prepare for and conduct project one (1) 2-hour kickoff meeting.

(2) Internal Coordination Meetings (up to six (6) for a duration of up to 60 minutes). Prepare for and conduct internal coordination meetings with task leaders and subconsultants.

(3) Monthly Progress Meetings (up to 18). Prepare for and conduct monthly progress meetings with City staff. These meetings are assumed to be up to one (1) hour each.

2.1.3 Quality Control (QC). Develop a task-specific Quality Management Plan (QMP) that will address the processes, procedures, and personnel engaged in quality control. Establish and monitor effective implementation of the quality requirements for the project and be responsible for submitting adjudicated QC review forms to the City.

2.2 Asset Data Review. Review information on the City's assets (project files, record drawings, maintenance records, Operation and Maintenance (O&M) personnel interviews), begin development of the condition assessment criteria, and develop protocols, and expectations. Coordinate data request tracking with Task 1.2.

2.3 Specify Objectives and Evaluation Criteria. Develop a comprehensive set of evaluation criteria, which would be suitable for all recycled water reservoirs, pump stations and force mains. This will provide an effective approach to move forward with comprehensive and consistent ratings for assets in comparison to each other. Propose the specific testing methods for the field inspection, based on asset group.

2.4 Identify Asset Types to Assess. Coordinate with City GIS, Engineering and O&M staff to review the City's database of recycled water assets and identify asset types to assess. It is assumed that the assets to be assessed are limited to those operated and maintained by the City of San Diego, and not its wholesale or retail customers.

2.5 Analyze Data. Gather and analyze available data and determine the assets to inspect.

2.6 Select Inspection/Assessment Technique. Identify the types of tools that are appropriate to the condition assessment application under consideration. Identify applicable techniques. Determine appropriate technology/test to be performed based on facility type.

2.7 Workshop. Attend and facilitate one (1) half day workshop with City Engineering and O&M staff. Prepare workshop agenda and minutes. The topics of the workshop shall include determining the criteria for establishing asset risk, including assessing the likelihood of pump station, reservoir or main failure, the consequence of failure associated with each asset, applicable weightings for each criteria, and a numbered rating system used to perform the condition assessment. Based on the criteria and asset inventory, determine and recommend the assets to inspect and inspection/assessment techniques to be employed.

2.8 Plan Asset Inspections to Minimize Cost. Conduct an initial review of City assets inventory and prepare an inspection plan and schedule for each facility. Schedule must be coordinated directly with Engineering and O&M staff prior to submittal. Conduct one (1) half day workshop with City staff to review and refine inspection plan and schedule.

2.9 Asset Inspection, Condition Assessment and Other Data Collection. Perform asset inspection, condition assessment, and other data collection. The condition assessments shall include reliability assessment, maintainability assessment, remaining useful life determination, and a feasibility assessment for continued operation.

2.9.1 Concrete and Steel Reservoir Scope of Condition Assessment

Conduct internal and external inspections and assessment of the City's two (2) recycled water reservoirs: 3 MG steel tank (AWWA D-100) and 9 MG concrete tank (AWWA D-110). Findings will be incorporated into Condition Assessment Summary Technical Memorandum in Task 2.12. The inspections and assessments will include the following:

- a) Reservoir description,
- b) Assessment approach,
- c) Site access, drainage, and security,
- d) Structural condition assessment,
- e) Structural and seismic analysis,
- f) Leakage assessment,
- g) Corrosion assessment,
- h) Mechanical and plumbing assessment,
- i) Inlet and outlet piping, wall penetrations, drain system, and altitude valves,
- j) Chlorine Injection Systems,
- k) Security system,
- l) Electrical assessment, control and communication assessment, and instrumentation/telemetry, and

m) Interior Cleaning and Inspection. Inspection of the 3.0 MG steel tank and the 9 MG concrete tank recycled water reservoirs will be conducted by a three (3) person dive team and follow Federal OSHA 1910 Commercial Diving Operations standards. The inspections will document the condition of all appurtenances, vertical walls, floor, columns, roof structure, any coatings or liners, tie wire/rebar corrosion, and significant cracks and spalling. Leak detection will be conducted in all suspect locations on the interior of the reservoir. At the conclusion of the inspection, wet clean all loose sediment/debris up to one (1) inch from the floor of the facility. If sediment levels exceed one (1) inch we will contact the City immediately and apprise the City Project Manager of any additional costs and obtain authorization before proceeding. Prepare an edited, narrated DVD and a detailed written report for each reservoir. The report and DVD will document the inspection and cleaning.

The City is responsible for all discharge water, associated permits (if needed), sediment, sediment bags, sediment bag disposal and debris removed from the interior of each facility (assumes a discharge rate is between 200 - 300gpm.) Limited coating/concrete repairs will be conducted during inspection. It is assumed that AquataPoxy A-6 Thick, which has NSF-61 approval for use in potable water, will be acceptable to the City.

Our proposal is based on having a minimum of 15 foot visibility in the facilities. If visibility is less than 15 feet it will slow the inspection process and require us to clean the facility before it can be inspected. We do not recommend doing wet inspections in facilities with less than 10 feet of visibility.

Our proposal is based on being able to discharge the effluent within 100 feet of our pump into a drain or to soil. Should dewatering bags, dewatering bins, roll-offs or other filtration methods be used, additional fees will be incurred.

City will be responsible for locking and tagging out recycled water facilities during diving operations. Consultant will jointly lock out and tag out equipment and/or have an observer available to monitor the process.

2.9.2 Pump Station Field Inspection and Condition Assessment

Conduct a uniform and thorough visual inspection and condition assessment of three (3) recycled water pump stations and gather data using a mutually agreed checklist. Coordination with City O&M staff is essential to obtain access to the pump stations. It is assumed that City O&M Staff will accompany the inspection team to each pump station. Findings will be incorporated into Condition Assessment Summary Technical Memorandum in Task 2.12. Generally the pump station field inspections will gather condition information in the following areas:

- a) Site access, drainage and building condition inspection - visually inspect the interior, exterior, and roof of the building for physical or structural problems and record defects that may impede operations or lead to unsafe conditions;
- b) Pump, motor and drive inspection - from the manufacturer's data plates and any up-to-date maintenance information, record the pump head in feet, the capacity in gallons per minute and the impeller diameter in inches for each pump; record the listed horsepower and RPM for the motors; observe the pumps and motors for vibrations, sounds, temperature and odor; review the available operation and maintenance manuals and operating logs; and the operations staff will be consulted to determine under what conditions and how long all pumps operate at the same time;
- c) Structural inspection and seismic analysis - visually inspect for concrete cracking, spalling, settlement and signs of stress to equipment bases, pipe penetrations, floors and roofs;
- d) Corrosion of ancillary equipment inspection- inspect the ventilation system ducts and fans, access hatch, interior railing, access ladder and platforms, pump control system, pump rails, and exterior surfaces of interior piping for corrosion;
- e) Mechanical piping, valves, and plumbing Inspection - while the pump station is in operation, visually inspect the piping, valves (pump control, check, isolation, recirculation/surge relief and air relief) and other fittings for corrosion, leakage, coating system condition, and proper operation;
- f) Instrumentation, telemetry, control, communication and electrical equipment inspection - assess the following elements: Motor Control Center (MCC) condition, circuit breaker condition, Programmable Logic Controller condition, lighting inside the pump station, transfer switch condition, fuel tank size and condition, spill containment for generator, flow meter, pressure switches, pressure gages, gas detection equipment, and recording devices;
- g) Emergency equipment inspection - if possible, observe the generator/pump while running under typical daily load to verify its operation, noting excessive noise,

excessive vibration, exhaust, and ease of generator/pump starting; if possible, have the operator test to ensure that the device will automatically start upon loss of power; and

h) Safety and security issues inspection - check for properly working locks, gates, fencing, vandalism deterrents, tripping hazards, cameras, accessibility, proper lighting, handrails, exposed wires, rotating parts shielded, unsupported pipes/conduits/instruments, and general overall safety and security of the facility.

In this assessment methodology, pumping station assets are evaluated in terms of physical condition. Prepare a report that includes a section for each pump station which will include a description of each pump station, an overview of the inspection process, a summary of the information collected and an assessment of the condition of the assets in each area. Pump efficiency will be evaluated using pressure gages and flow meter information. Recommendations may include additional vibration, leakage testing and emergency generator electrical and load testing.

2.9.3 Programmatic Recycled Water Pipeline System Analysis

Evaluate and assess City's recycled water pipelines. Findings will be incorporated into Condition Assessment Summary Technical Memorandum in Task 2.12. The approach to the analysis will be as follows:

a) Prepare a desktop analysis of pipeline condition based on information gathered in Task 2.5;

b) Develop a working risk model for pipelines; the model will be developed in Microsoft Excel, Microsoft Access or ESRI Model Builder; the model will apply the risk assessment approach developed in Task 2.7 to a prescribed data format and determine the risk score for each pipe in the system; the model will allow City staff to insert future data (in a prescribed format) into the model to update the risk scores; document data translations performed to manipulate data into the prescribed format; risk model output will include City designated, unique GIS identifiers to allow the results to be displayed in GIS;

c) Using the operations staff information, the GIS data and the risk model results, determine locations to perform physical field inspections;

d) Determine inspection methods (indirect and direct methods) to gather adequate data for determining condition of inspected assets as well as interpolating the condition of similar assets, develop the shut-down and inspection plan, conduct the inspections, and start-up the facilities; the extent of the pipeline inspection is assumed to be limited to what can be accomplished with the fee budgeted;

e) Where field inspections are performed, characterize the condition of the main and appurtenances and, if applicable, the nature of any deterioration and provide recommendations for further analysis; and

f) Recommend steps to integrate the risk model into the City's production environment.

2.9.4 Valve Analysis

Evaluate and prioritize assessment of critical isolation valves, air valves, blow-off valves, PRV stations, and other pipeline appurtenances. Findings will be incorporated into

Condition Assessment Summary Technical Memorandum in Task 2.12. The approach to the analysis will be as follows:

a) Conduct a uniform and visual inspection of exposed appurtenances to document the condition using a mutually agreed upon inspection form; assist City O&M staff in field testing critical valves. Inspect and evaluate operation of the City's twenty (20) pressure reducing valves, up to 40 air valves (10 per pressure zone) and 100 in-line valves on the recycled water system (50 transmission system valves, 16-48 inches, and 50 distribution system valves, <16 inches). It is assumed that City O&M staff will facilitate site visits, notify WRF operators of date and location of inspections, exercise the valves, and provide lighting and traffic control, if necessary. As many of these valves are located in traffic heavy areas, night time work is assumed for 100% of the in-line valves identified for inspection.

b) Determine the extent of pipe that must be shut down if an isolation valve fails and consequence of valve failure based on facilities served and overall reclaimed water system performance;

c) Identify critical valves and provide a map of valves by risk using type, age or readily available data for likelihood of failure, consequence of failure and existing program practices.

d) Develop a working risk model for valves; the model will be developed in Microsoft Excel, Microsoft Access or ESRI Model Builder; the model will determine the risk score for each valve in the system; the model will apply the risk assessment approach developed in Task 2.7 to a prescribed data format and allow City staff to insert future data (in a prescribed format) into the model to update the risk scores; document data translations performed to manipulate data into the prescribed format; risk model output will include City designated, unique GIS identifiers to allow the results to be displayed in GIS; and

e) Develop the approach for future valve inspection and valve rehabilitation/replacement investments based on valve risk results and existing program criteria.

2.10 Supervisory Control and Data Acquisition / Distributed Control Systems Analysis.

In March 2017 HDR completed the City's Supervisory Control and Data Acquisition/Distributed Control Systems (SCADA/DCS) Master Plan that focused on the City's raw water, potable water and recycled water systems. Recommendations assumed the potable water and recycled water SCADA/DCS systems would be maintained together and included three (3) recycled water pump stations. The recycled water sites use InTouch (Wonderware).

HDR will re-assess the current state of the SCADA/DCS hardware and software components at the various facilities including communications to remote sites by comparing the information provided in the 2017 SCADA Master Plan with new information provided by the City. This will include interviewing SCADA/DCS stakeholders in a workshop format, reviewing information provided by the City and possible site visits to locations to document changes/upgrades to the SCADA/DCS hardware and software. At the workshop (assumed to be up to four hours) where stakeholders are interviewed HDR will collaborate with the City to define the goals, objectives and short and long term system requirements.

It is our understanding that the City would currently like to incorporate the recycled water into the wastewater DCS. HDR will facilitate a discussion to determine the final decision. The assessment will also include review of existing SCADA/DCS staffing and make initial recommendations for appropriate staffing levels with corresponding skill sets to maintain these systems.

2.10.1 Prepare Summary of 2017 SCADA Master Plan recommendations. Prepare a summary of the work completed and recommendations for recycled water in the City's 2017 SCADA Master Plan.

2.10.2 Workshop. Conduct one (1) workshop with recycled water SCADA/DCS system stakeholders to identify and document changes in the SCADA/DCS systems since the 2017 Master Plan completion, the updated goals, objectives and direction for the recycled water SCADA/DCS system. SCADA/DCS staffing goals, responsibilities, job functions and skill needs will also be discussed. Conduct site visits as appropriate to understand and document the system. The workshop is anticipated to last up to four (4) hours. City stakeholders and staff are anticipated to be available and ready to work with the team, as well as provide guidance and access to the sites to be visited.

2.10.3 Evaluate SCADA systems. Inspect and evaluate the existing recycled water SCADA/DCS systems to determine technical gaps to be resolved with appropriate hardware, software, and automation enhancements, particularly with the anticipated changes in the location of the recycled water SCADA/DCS system. This is assumed to require up to 3 (three) days of onsite inspection of the North City and South Bay systems.

2.10.4 Staffing and Training Assessment. Review current staffing levels, training, maintenance activities, support responsiveness and gaps in maintenance and support with respect to the recycled water SCADA/DCS system. Make initial SCADA/DCS staffing recommendations based on industry best practices for comparable facilities with modern SCADA/DCS systems. The recommendations will address the following:

- Define job function and responsibilities for SCADA/DCS system support;
- Define SCADA/DCS skills needed for SCADA operators;
- Develop a possible staffing plan with recommended priorities based on identified needs and phased approach to integrating and training new staff; and
- Identify technical training requirements.

2.10.5 Prepare Technical Memorandum summary. Prepare a draft TM that summarizes the findings and makes recommendations based on industry standards and best practices. The TM will outline a five-year implementation plan which will include budgetary cost estimates and a prioritized list of projects. All proposed projects will be prioritized based on impact and benefits to the City. Budgetary costs will be provided for the proposed projects and a phased implementation plan will be developed in conjunction with City staff. Each of the recommended improvements or projects will be prioritized and have estimated costs identified. The recycled water system SCADA/DCS recommendations as well as interfaces with the City's Raw Water and Potable Water SCADA/DCS systems will be presented in one (1) four-hour workshop.

2.10.6 Finalize TM. Prepare responses to comments for the draft TM. It is assumed

the City will consolidate comments and provide one set comments. After the recommendations have been reviewed and accepted by the City, the final recycled water SCADA/DCS recommendations will be included in the Condition Assessment Summary™ document.

2.11 Optimize Recycled Water System Operation Strategy.

Examine, Model, and Optimize Recycled Water System Operation Strategy during winter and summer months with consideration for:

- Energy usage,
- Pressure requirement,
- Storage requirement,
- Reliability requirement,
- Recycled water quality, and
- Retention time.

2.11.1 Synergi Model Simulations (Pressure, Hydraulics Capacity, Storage, and System Reliability). The calibrated model will be utilized to evaluate hydraulic capacity, including storage, for the existing system during summer and winter months, in accordance with City design criteria. We have assumed that portion of this effort will be conducted jointly with City Hydraulic Modeling Section with the Synergi platform to communicate or calibrated model changes and transfer of knowledge between teams. Evaluate up to three system reliability scenarios assuming a major facility is out of service.

2.11.2 Replica Dynamic Simulation Model Development. Develop a dynamic simulation model of the City of San Diego Recycled Water System utilizing CH2M's Replica™ platform, currently used to model components of the Pure Water System including the North City Water Reclamation Plant (NCWRP), North City Pure Water Facility (NCPWF), and the expansion of the NCWRP Effluent Pump Station. Coordinate with the City to obtain system maps and as-built drawings of the transmission pipelines, tanks, and pump stations utilized in the City's Recycled Water conveyance and storage system. Scope of the model development will include:

- Incorporation of the NCWRP and NCPWF models,
- Incorporation of the expanded NCWRP Effluent Pump Station,
- Development of control strategies for the delivery of recycled water through the NCWRP Effluent Pump Station integrated into the control scheme component of the Replica™ model,
- Development of strategies for the delivery of blended Pure Water through the NCWRP Effluent Pump Station integrated into the control scheme component of the Replica™ model, and

- Development of the model incorporating the City's recycled water system main pipelines, pump stations, and storage tanks.

2.11.3 Replica Dynamic Simulations (Energy, Plant Reliability, Water Quality, and Retention Time). Use the updated City's annual recycled water demand curve to develop a dynamic simulation model that simulates the recycled water treatment, pumping distribution, storage retention and delivery throughout the course of an extended time period (i.e. one year period). Conduct up to 4 scenario runs, to be determined with City staff input, at an estimated 40 hours per run.

- Energy: The Replica model will be used to evaluate energy savings based on run times, in addition to review and recommendations for SDG&E Rate Schedules.

- Plant Reliability: Impacts to the recycled water system due to potential upsets or outages with the Pure Water system will be assessed.

- Water Quality: Replica model will be used to evaluate potential improvements in water quality on a seasonal basis due to increase of blended flows from the Pure Water system.

2.11.4. Operations Optimization Strategy. Develop and document an operations optimization strategy plan for implementation in conjunction with the City's Pure Water Program.

2.12 Analyze Data and Assess Asset Condition.

Prepare a Technical Memorandum (TM) summarizing the work completed and documenting the findings of Task 2.9 and incorporating the summary TM from Task 2.10. Conduct one (1) half day workshop to present findings to City engineering and O&M staff. Technical memorandum shall include the following:

- System Description,
- Grading/Rating System,
- Condition Grades,
- Performance Grades,
- Determine remaining useful life and risk of failure,
- Life cycle cost analysis, and
- Conclusions and recommendations.

2.13 Utilize Condition Assessment Information for Decision Making.

Develop an implementation and prioritization plan for recommended Capital Improvement Program projects to ensure available infrastructure through ultimate build-out of the City's recycled water system.

Prioritize recommendations for improvement and renewal. For viable options, undertake cost-benefit analysis – give due consideration to the accuracy of the tool, the level of asset risk, and the available budgets.

For each recommended project, prepare an estimated Class 3 construction cost (conforming to AACE International Recommended Practices for Cost Estimating) for the capital improvements necessary at each pump station, reservoir and along the transmission mains.

Determine if a CIP project is needed. Determine through a lifecycle cost analysis if replacement or upgrade is more suitable. Cost estimates must be provided for both options.

Determine future inspection interval based on current condition.

Provide maintenance and minor repair recommendations to prolong the service life of the facility and its appurtenances.

Prepare a Condition Assessment User's Manual; it shall be well structured, organized, and fully documented, sharing information/knowledge such that City staff and consultants can readily update or modify future condition assessments for system analysis.

Prepare for and conduct a training workshop for City staff to review Condition Assessment User's Manual and train staff in how to update information for the Recycled Water assets. It is assumed that the workshop will be a half day workshop.

2.14 Project Scope of Services Documents.

Develop a Scope of Services document for up to five projects identified in Task 2.13. The Scope of Services documents shall include a Project Summary, Project Implementation Schedule, Project Cost Estimate, and concept-level Business Case Evaluation.

2.14.1 Project Summary At a minimum, the project summary shall identify and document project facilities; operating criteria; project-specific concerns from council offices and neighborhood councils; level of environmental assessment required by CEQA; design and construction challenges (e.g. jacking, soil contamination, groundwater, etc.); required permits and approvals; constructability; and alternatives considered. Develop potential pipeline alignments supported by substructure research. In developing potential locations for storage, treatment or distribution facilities, provide preliminary desktop geotechnical analysis with recommendations.

2.14.2 Project Implementation Schedule Develop a schedule for each project that includes planning (including environmental assessment, right of way purchase and securing necessary easements), design, construction, and post-construction phases with specific start and finish dates.

2.14.3 Project Cost Estimate and Business Case Evaluation Develop a conceptual cost estimate and a cost-benefit analysis for each project. Present cost-benefit analyses will be prepared in the City's Business Case Evaluation format.

2.15 Master CIP Schedule. Develop a master schedule that includes planning (including environmental assessment, right of way purchase and securing necessary easements), design, construction, and post-construction phases. Develop and submit the criteria used in prioritizing projects in the schedule.

Task 2 Deliverables:

- Workshop Agendas and Minutes
- Pipeline and Valve Risk Models
- Tank Inspection DVD
- Condition Assessment Findings Technical Memorandum
- Optimization Operation Strategy Plan
- CIP Prioritization Plan
- Condition Assessment User's Manual
- Project Scope of Services Documents
- Master CIP Schedule

It is assumed that all deliverables will be electronic submittals and no hard copies will be required.

Task 3.0 ADDITIONAL SERVICES

The CITY may require that the CONSULTANT perform Additional Professional Services (Additional Services) beyond those described in the Scope of Services Tasks 1 and 2. Any Additional Services shall be defined and authorized by City staff prior to beginning work. Prior to the CONSULTANT's performance of Additional Services, the CITY and the CONSULTANT must agree in writing upon a scope, schedule and fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. Upon written authorization by the CITY, CONSULTANT may proceed with the authorized Additional Services. Below are anticipated tasks that may be considered Additional Services. This contract may have other Additional Services tasks assigned by the CITY that may include but not be limited to the following:

1. Recycled Water Demand Forecast Tool
2. Additional Repairs during Interior Tank Inspection
3. Debris Management for Interior Tank Inspection
4. Additional Pipeline Inspection – Direct and Indirect Condition Assessment

5. Field Exercising of Valves Using Subcontracted Services
6. Prepare preliminary SCADA/DCS design documents

END OF SCOPE OF SERVICE

COMPENSATION AND FEE SCHEDULE

HDR Classification	
Project Principal	\$263.00
Project Manager	\$252.00
Deputy Project Manager	\$245.00
Task Manager	\$240.00
Project Professional	\$215.00
Senior Engineer	\$195.00
Associate Engineer	\$175.00
Assistant Engineer	\$148.00
Staff Engineer	\$128.00
Junior Engineer	\$104.00
Senior Designer/Senior GIS Analyst	\$135.00
Technical Writer/Editor	\$129.00
Senior Contract Administrator	\$105.00
Administrator Assistant	\$85.00
Aquatic Inspections	
Dive Supervisor	\$114.00
Diver	\$188.00
Tender	\$110.00
Balboa Engineering	
Sr. Engineer	\$210.00
CH2M Hill Engineers	
Principal-In-Charge	\$261.00
Assistant Project Manager	\$227.00
Senior Engineer	\$195.00
Contracts Administrator	\$92.00
DHK Engineering, Inc.	
Sr. Engineer	\$185.00
DLM Engineering, Inc.	
Sr. Engineer	\$210.00

EXHIBIT B

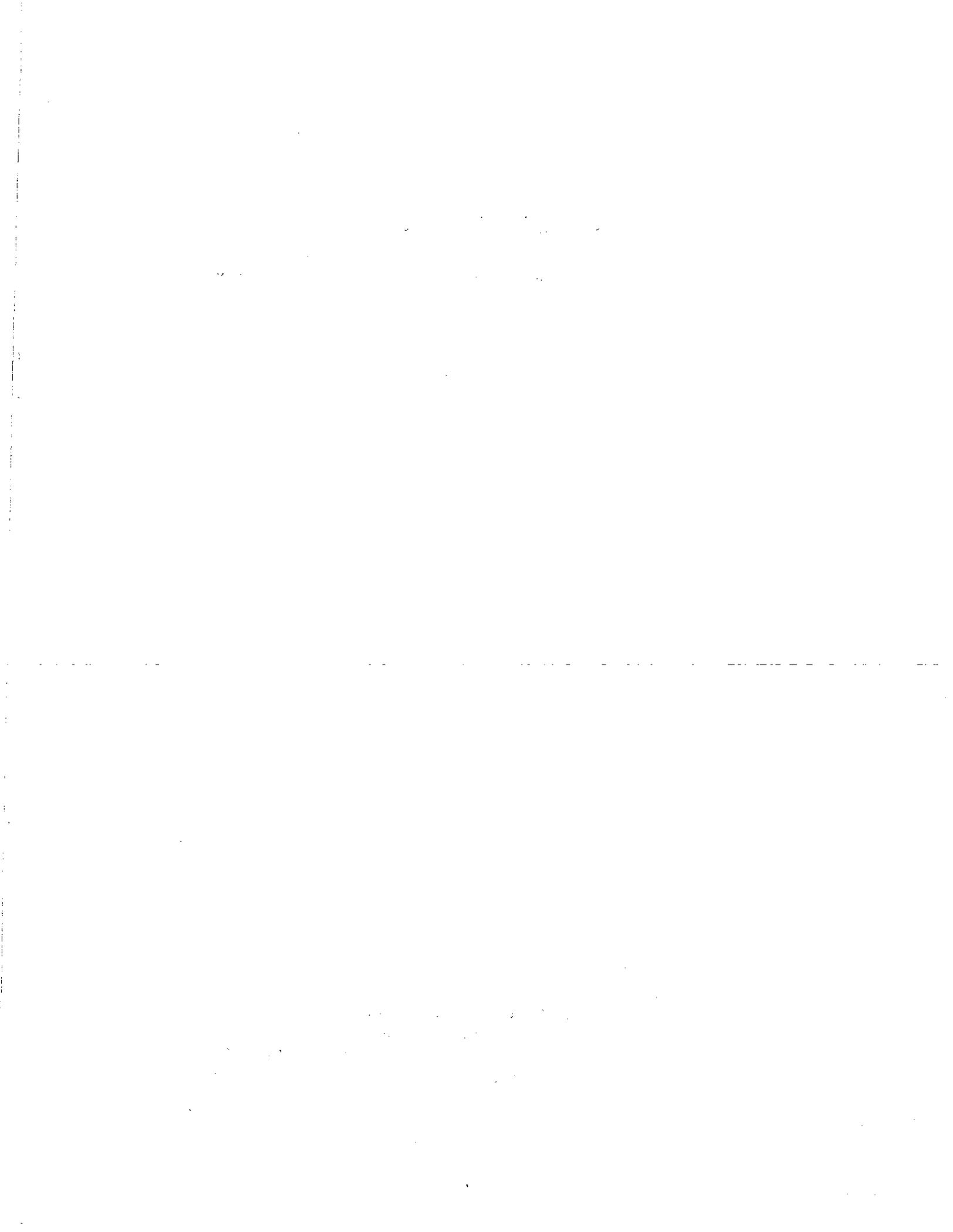
MJS Construction Management & Engineering, Inc	
Principal Engineer	\$185.00
Moraes Pham & Associates	
Principal Engineer	\$200.00
Project Engineer / Designer	\$150.00
Drafting	\$100.00
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	
Senior Engineer	\$178.00
PW Engineering	
Senior Engineer	\$210.00
Pure Technologies U.S. Inc.	
Tech Advisor	\$233.00
Senior Project Manager	\$167.00
Project Manager	\$155.00
Field Technician	\$95.00
Risk Analyst and Decision Support	\$210.00
Senior Data Specialist	\$214.00
Senior GIS Specialist	\$145.00
West Coast Civil, Inc.	
Project Manager	\$175.00
Project Engineer	\$155.00
CADD/GIS Drafter	\$115.00
Engineering Aide	\$85.00
Administrative Assistant	\$65.00

**COMPENSATION AND FEE SCHEDULE
RECYCLED WATER SYSTEM CONDITION ASSESSMENT AND OPTIMIZATION**

EXHIBIT B

Funding Phases	Phase Total	NO.	TASK DESCRIPTION	Task Total	Not to Exceed for Additional Services	Total Not to Exceed Amount
Phase 1	\$49,672		Project Kickoff and Data Gathering		\$0.00	\$49,672
		1	Prepare Work Breakdown Structure	\$9,872		
		2	Schedule and Updates	\$5,140		
		3	Project Meetings	\$1,208		
		4	Kick-Off Meeting	\$13,367		
		5	Quality Control Plan	\$20,085		
Phase 2	\$1,056,998		System Demand Projections and Facility Assessment			1,056,998
		1	Monthly Progress Report (18)	\$51,507		
		2	Internal Coordination Meetings (6)	\$24,935		
		3	Monthly Status Meetings (18)	\$35,686		
		4	Data Collection and Review	\$4,916		
		5	Define Reuse Objectives and Identify Infill Customers	\$39,332		
		6	Prepare Calibration Plan and Conduct Flow Monitoring	\$35,517		
		7	Develop RW Customer Database	\$64,625		
		8	Update Hydraulic Model for Buildout Scenarios	\$99,055		
		9	Prepare Model User Manual	\$16,168		
		10	Prepare Updated Master Plan	\$101,572		
		11	Asset Data Review	\$26,287		
		12	Objectives and Evaluation Criteria	\$22,902		
		13	Identify Asset Types to Assess	\$22,366		
		14	Data Analysis	\$38,955		
		15	Select Inspection Technique	\$16,449		
		16	Asset Risk Workshop	\$16,722		
		17	Develop Asset Inspection Plan	\$23,946		
		18	Reservoirs Condition Assessment	\$92,730		
		19	Pump Stations Condition Assessment	\$110,495		
		20	Valve Analysis	\$148,205		
21	SCADA Analysis	\$64,628				
Phase 3	\$520,930		Data Analysis, Optimization, and CIP Prioritization		\$ 122,400	\$643,330
		1	Programatic Pipeline Condition Analysis	\$105,153		
		2	Optimize Operational Strategy	\$117,849		
		3	Data Analysis and Asset Condition TM	\$77,061		
		4	Develop Decision Making Approach	\$55,688		
		5	Develop Scope of Service Documents	\$152,457		
6	Develop Master CIP Schedule	\$12,722				
	\$1,627,600		TOTAL	1,627,600	\$ 122,400	\$1,750,000

TIME SCHEDULE



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

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. Disclosure of Discrimination Complaints (Attachment AA). 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, gender expression, gender identity, 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 all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points.. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or

- b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- 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.

V. Maintaining Participation Levels.

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black-Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be

disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego 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.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

CHECK ONE BOX ONLY.

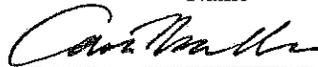
- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
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DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
1/30/2009	NC	Disability	No	Closed	EEOC investigator found no violation of law
6/8/2009	OR	Race	No	Closed	EEOC investigator found no violation of law
3/23/2010	NY	Age, Gender	No	Closed	Settled
4/22/2010	WA	Sex, Retaliation	No	Closed	Claimant granted permission to sue ahead of completion of EEOC investigation; EEOC made no formal determination about validity of case and claimant did not file suit
12/17/2010	CA	Disability	No	Closed	Dismissed with prejudice mediation
6/17/2011	AK	Age	No	Closed	EEOC investigator found no violation of law
8/26/2011	TX	Sex, Disability	No	Closed	EEOC investigator found no violation of law
10/15/2010	VA	Age	No	Closed	EEOC investigator found no violation of law

Consultant Name HDR Engineering, Inc.

Certified By Aaron M. Meilleur Title Business Group Area Manager Water

Name



Signature

Date February 23, 2018

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

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DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
7/5/2011	WA	Wrongful Termination for Race	Yes	Closed	Settled
11/17/2011	AZ	Race, Sex, Retaliation	Yes	Closed	Settled
5/23/2012	CA	Race, Harassment, Sex, Retaliation	Yes	Closed	Settled
11/13/2013	CA	Age	No	Closed	Never filed a charge
12/21/2012	HI	Disability	No	Closed	No finding
8/21/2013	CA	Disability	Yes	Closed	Settled
8/8/2013	NE	Age Discrimination, Americans with disabilities	No	Closed	No cause
1/8/2013	HI	Religion and Retaliation	No	Closed	No cause
11/21/2014	TX	Disability and Retaliation	No	Closed	Dismissed

Consultant Name HDR Engineering, Inc.

Certified By Aaron M. Meilleur

Title Business Group Area Manager Water

Name



Date February 23, 2018

Signature

DISCLOSURE OF DISCRIMINATION COMPLAINTS

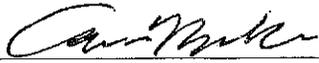
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DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
6/30/2015	MT	Wrongful Termination	Yes	Closed	Dismissed with prejudice mediation
11/30/2015	NM	National Origin, Age	No	Pending	
12/7/2015	OR	Sex, Retaliation	No	Closed	No Cause
1/13/2016	NE	Retaliation, Disability	No	Closed	No Cause
1/14/2016	ND	Disability	No	Closed	Settled
3/14/2016	NE	Age	No	Pending	
5/5/2016	MT	Sex, Retaliation	No	Pending	

Consultant Name HDR Engineering, Inc.

Certified By Aaron M. Meilleur Title Business Group Area Manager Water
 Name

 Signature
 Date February 23, 2018



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

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: HDR Engineering, Inc.

AKA/DBA: HDR Engineering, Inc.

Address (Corporate Headquarters, where applicable): 8404 Indian Hills Drive

City: Omaha County: Douglas State: Nebraska Zip: 68114-4098

Telephone Number: (402) 399.1000 FAX Number: (402) 399.1238

Name of Company CEO: George Little

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

Address: 8690 Balboa Avenue, Suite 200 / 401 B Street, Suite 1110

City: San Diego County: San Diego State: California Zip: 92123/92101

Telephone Number: (858) 712.8400 FAX Number: (858) 712.8333 Email: Dean.Gipson@hdrinc.com

Type of Business: Consulting Type of License: Business

The Company has appointed: Tina Cato

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: 3230 El Camino Real, Suite 200, Irvine CA, 92602

Telephone Number: (714) 730.2426 FAX Number: (714) 730.2301 Email: Tina.cato@hdrinc.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of HDR Engineering, Inc.

(Firm Name)

San Diego, California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 23th day of February, 20 18

(Signature)
 (Authorized Signature)

Aaron M. Meilleur, Business Group Area Manager Water
 (Print Authorized Signature)

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 04/03/2017

OFFICE(S) or BRANCH(ES): San Diego, CA COUNTY: San Diego
(Includes all HDR offices in San Diego County)

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
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial									1		14	2	1	
Professional					1						10	4		
A&E, Science, Computer			4	1	2	3					16	8		3
Technical			1		1	2					4			
Sales														
Administrative Support				2							1	6		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	-	-	5	3	4	5	-	-	1	-	45	20	1	3
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Grand Total All Employees

87

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: HDR DATE: 04/03/2017

OFFICE(S) or BRANCH(ES): Claremont, Long Beach, Los Angeles, and Pasadena, CA COUNTY: Los Angeles
(Includes all HDR offices in Los Angeles County)

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
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial			1		1	1					15	5	
Professional			1											
A&E, Science, Computer		1	9	5	18	12					30	20	3	
Technical			1		2						1			
Sales														
Administrative Support	1	1	1	2	1	4					3	6		2
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	13	7	22	17	-	-	-	-	49	31	3	2
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Grand Total All Employees

147

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Consultants must also list participation by any MBE, WBE, DBE, DVBE 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.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. 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.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Aquatic Inspection 13453 Hill Top Valley Center, CA 92082 DBA: Municipal Diving Inc	Reservoir Assessment	2.65	OBE	City of San Diego
Balboa Engineering, Inc 14204 Caminito Lazanja San Diego, CA 92127	Capital Improvement Program	1.81%	SLBE	City of San Diego
CH2M Hill Engineers, Inc. 402 W. Broadway, Ste 1450 San Diego, CA 92101	Master Plan Update	15.02%	OBE	N/A
DHK Engineering, Inc. 1851 Skyhill Place, Excondido, CA 92026	Energy Savings and Optimization	1.60%	SLBE	City of San Diego
DLM Engineering, Inc 14220 Sandhill Road Poway, CA 92064	Market Assessment	1.70%	SLBE	City of San Diego
MJS Construction Management & Engineering, Inc. 1271 Missouri Street San Diego, CA 92109	Pump Station Assessment	1.59%	SLBE	City of San Diego
Moraes Pham & Associates 2131 Palomar Airport Rd, Suite 120 Carlsbad, CA 92011	Electrical	3.86%	SLBE	City of San Diego Caltrans
Ninyo & Moore Geotechnical and Environmental Sciences Consultants 5710 Ruffin Road San Diego, CA 92123	Geotechnical	1.88%	OBE	The Supplier Clearinghouse
PW Engineering 933 Muirlands Vista Way La Jolla, CA 92037	Technical Advisor, Operations	5.50%	SLBE	City of San Diego
Pure Technologies U.S. Inc. 600 West Broadway, Suite 500 San Diego, CA 92101	Pipeline Assessment	3.07%	OBE	N/A

West Coast Civil, Inc. 10650 Treena Street, Suite 104 San Diego, CA 92131	Market Assessment	8.99%	SLBE	City of San Diego Caltrans
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List of Abbreviations:

Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE
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*

* 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) Consultant Requirements.

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

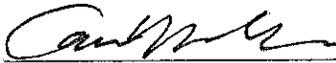
**City of San Diego Recycled Water Master Plan for the Public
Utilities Department**

PROJECT TITLE: Contract H176932

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

FIRM NAME: HDR Engineering, Inc.

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

Signed 

Printed Name Aaron M. Meilleur

Title Business Group Area Manager Area

Date February 23, 2018

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specifications accuracy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drawing reflect existing conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plans/Specs coordination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	As-Built drawings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plans/Specs properly formatted	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Quality design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Code Requirements covered	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Change orders due to design deficiencies are minimized	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to City design standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Timely responses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attitude toward Client and review bodies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Attitude toward Client and review bodies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Follows direction and chain of responsibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Follows direction and chain of responsibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Work product delivered on time	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Timeliness in notifying City of major problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	NA	Resolution of Field problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Reasonable agreement negotiation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Value Engineering Analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to fee schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Adherence to project budget	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Timely responses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness in notifying City of major issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Work product delivered on time	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item :

Item :

Item :

Item :

(*Supporting documentation attached: Yes No)

**City of San Diego
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 Contractor Standards Pledge of Compliance (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:

City of San Diego

Civil Engineering Services City of San Diego Recycled Water Master Plan for the
Public Utilities Department

Contract Number H176932

B. BIDDER PROPOSER INFORMATION

HDR Engineering Inc.

Legal Name	8690 Balboa Avenue, Suite 200, San Diego,		DBA CA	82123
Street Address	City	State	Zip	
Dean Gipson, Business Class Area Manager	858.712.8343		858.712.8333	
Contact Person, Title	Phone	Fax		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or

- directing or supervising the actions of persons engaged in the above activity.

Aaron Meilleur	Business Group Area Manager Water
Name	Title/Positi
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Deminimus	
Interest in the transaction	

Dean Gipson	Business Class Area Manager
Name	Title
San Diego, CA	
City and State of	Employer (if different than Bidder/Proposer)
Deminimus	
Interest in the transaction	

Name	Title
City and State of	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Positi
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Positi
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Positi
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Positi
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

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: 03/19/1985 State of incorporation: Nebraska

List corporation's current officers:

President:

Charles L. O'Reilly

Vice Pres.:

Brent R. Felker

Secretary:

Jody K. Debs

Treasurer:

Kathleen M.P. Heaney

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:

Limited Liability Company

Date formed: mm/dd/yyyy State of formation: _____

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

Partnership

Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

Sole Proprietorship

Date started: mm/dd/yyyy

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: mm/dd/yyyy

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 (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

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

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: Bank Of America

Point of Contact: Dianne M. Smith

Address: PO Box 219038, Kansas, City MO 64121-7270

Phone Number: 816-292-4219

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 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 of Riverside Public Utilities Department

Contact Name and Phone Number: Oscar Khoury, Principal Engineer /951.826.5793

Contact Email: OKhoury@riversideca.gov

Address: 3750 University Avenue, Third Floor, Riverside, CA 92501

Contract Date: 2011-2013

Contract Amount: \$516,000

Requirements of Contract: Recycled Water System Master Plan

Company Name: City of Scottsdale

Contact Name and Phone Number: Art Numez, Water Reclamation Services Director/480.312.8724

Contact Email: Anun@scottsdaleAZ.gov

Address: 8787 East Hualapai Drive, Scottsdale, AZ 85255

Contract Date: 2010-2012

Contract Amount: \$851,000

Requirements of Contract: Recycled Water System Condition Assessment

Company Name: City of Vista

Contact Name and Phone Number: Elmer Alex, Senior Engineer / 760.643.5416

Contact Email: ealex@ci.vista.ca.us

Address: 200 Civic Center Drive, Vista, CA 92084

Contract Date: 3/2016 - 3/2019

Contract Amount: \$800,000

Requirements of Contract: Comprehensive Sewer Management Plan

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 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 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 check here Not Applicable.

Company Name: **Balboa Engineering, Inc**

Contact Name and Phone Number: **Matt Dorman, 858.200.5044**

Contact Email: **Matt@balboaenginerring.com**

Address: **14204 Caminito Lazanja, San Diego, CA 92127**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Capital Improvement Program**

What portion of work will be assigned to this subcontractor: **1.81%**

Is the Subcontractor a certified SLBE ELBE, MBE, DBE, DVBE, or OBE? (Check One)
Yes No

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

Company Name: **CH2M Hill Engineers, Inc.**

Contact Name and Phone Number: **Mark Elliott**

Contact Email: **Mark.elliott@ch2m.com**

Address: **402 W. Broadway, Suite 1450, San Diego, CA 92101**

Contract Date: Estimated **June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Master Plan Update**

What portion of work will be assigned to this subcontractor: **15.02%**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (Check One)

Yes No

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

Company Name: **DHK Engineering, Inc.**

Contact Name and Phone Number: **Don King, 760.747.9653**

Contact Email: **dhkeng1@sbcglobal.net**

Address: **1851 Skyhill Place, Escondido, CA 92026**

Contract Date: Estimated **June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Operations/Optimization**

What portion of work will be assigned to this subcontractor: **1.60%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

Company Name: **DLM Engineering, Inc.**

Contact Name and Phone Number: **Don MacFarlane, 858.414.7801**

Contact Email: **dimengineering@yahoo.com**

Address: **14220 Sandhill Road, Poway, CA 92064**

Contract Date: Estimated **June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Market Assessment**

What portion of work will be assigned to this subcontractor: **1.70%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

Company Name: **MJS Construction Management Engineering, Inc**

Contact Name and Phone Number: **Mark Sullivan, 858.201.0027**

Contact Email: **msullivan@mis-cm.com**

Address: **1271 Missouri Street, San Diego, CA 92109**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Pump Station Assessment**

What portion of work will be assigned to this subcontractor: **1.59%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

Company Name: **Moraes Pham & Associates**

Contact Name and Phone Number: **Joe Moraes, 760.431.7177**

Contact Email: **joe@moraespham.com**

Address: **2131 Palomar Airport Road, Suite 120, Carlsbad, CA 92011 Electrical**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Electrical**

What portion of work will be assigned to this subcontractor: **3.86%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

Company Name: **Ninyo & Moore Geotechnical and Environmental Sciences Consultants**

Contact Name and Phone Number: **Gregory T. Farrand 858.576.1000**

Contact Email: **gfarrand@ninyoandmoore.com**

Address: **5710 Ruffin Road, San Diego, CA 92123**

Contract Date: Estimated **June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Geotechnical**

What portion of work will be assigned to this subcontractor: **1.88%**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (Check One)

Yes No

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

Company Name: **PW Engineering**

Contact Name and Phone Number: **Pete Wong, 858.334.5347**

Contact Email: **pwong@pwe.gmail.com**

Address: **933 Muirlands Vista Way, La Jolla, CA 92037**

Contract Date: Estimated **June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Technical Advisor, Operations**

What portion of work will be assigned to this subcontractor: **5.50%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

Company Name: **Pure Technologies U.S Inc.**

Contact Name and Phone Number: **Carl Sharkey 530.379.5633**

Contact Email: **carl.sharkey@puretechltd.com**

Address: **One America Plaza, 600 West Broadway, Suite 500, San Diego, CA 92101**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Pipeline Assessment**

What portion of work will be assigned to this subcontractor: **3.07%**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE** (Check One)

Yes No

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

Company Name: **West Coast Civil, Inc.**

Contact Name and Phone Number: **Kyle McCarty 858.869.1332**

Contact Email: **Kyle@westcoastcivil.com**

Address: **10650 Treena Street, Suite 104, San Diego, CA 92131**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Market Assessment**

What portion of work will be assigned to this subcontractor: **8.99%**

Is the Subcontractor a certified **SLBE**, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes
No

Company Name: **Aquatic Inspections/ DBA: Municipal Diving Inc.**

Contact Name and Phone Number: **Woody Morrison 619.980.7900**

Contact Email: **aquaticinspections@gmail.com**

Address: **13453 Hill Top Place, Valley Center, CA 92082**

Contract Date: **Estimated June 2018**

Contract Amount: **TBD based on scope/fee negotiations**

Requirements of Contract: **Reservoir Assessment**

What portion of work will be assigned to this subcontractor: **2.65 %**

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or **OBE**? (Check 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 using Attachment "A". 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 check here Not Applicable.

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 02/22/2018

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, full and complete 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 requires an updated response. 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.

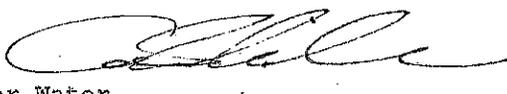
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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 agree 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.

Aaron M. Meilleur Business Group Area Manager Water		6/8/19
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.

If not using this Attachment "A", please check here Not Applicable.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Aaron M. Meilleur
Business Group Area Manager Water
Print Name, Title



Signature

6/8/18

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: Public Utilities Department
2. Name of Specific Consultant & Company: HDR Engineering, Inc.
3. Address, City, State, ZIP: 8690 Balboa Avenue, Suite 200, San Diego, California 92123
4. Project Title (as shown on 1472, "Request for Council Action"): Recycled Water System Condition Assessment and Optimization Plan
5. Consultant Duties for Project: The consultant shall research, assess, identify, develop, evaluate, and recommend the most cost effective options for the City of San Diego to maintain and optimize the recycled water system.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Four horizontal lines for listing specific economic interests.

By: Romi Green, Assistant Director [Name/Title]*

1/29/2018 [Date]

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

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

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

**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.

HDR Engineering, Inc.

Name of Firm

Signature of Authorized Representative

Aaron. M. Meilleur

Printed/Typed Name

February 23, 2018

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: City of San Diego Recycled Water Master Plan for the Public Utilities Department, Contract H176932

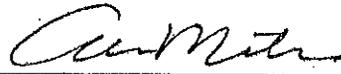
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

HDR Engineering, 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 Aaron A. Meilleur

Title Business Group Area Manager Water

RESOLUTION NUMBER R- 311734

DATE OF FINAL PASSAGE MAY 22 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO TO APPROVE A THREE YEAR AGREEMENT
WITH HDR ENGINEERING, INC. FOR THE RECYCLED
WATER SYSTEM CONDITION ASSESSMENT AND
OPTIMIZATION PLAN.

WHEREAS, HDR Engineering, Inc. was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-07; and

WHEREAS, the primary task of HDR Engineering, Inc. will be to research, assess, develop and prepare the Recycled Water System Condition Assessment and Optimization Plan;

NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized to establish funding phases and award a phase-funded contract to HDR Engineering, Inc. for preparation of the Recycled Water System Condition Assessment and Optimization Plan, in an amount not to exceed \$1,750,000 and for a duration of three (3) years.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend funds under the established contract funding phases in an amount not to exceed \$49,672 for Phase 1 (FY 2018) and \$1,700,328 for all subsequent phases from the Metro Sewer Utility Fund 700001, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates

Passed by the Council of The City of San Diego on MAY 15 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAY 22 2018

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By *Steph Murray*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311734

Passed by the Council of The City of San Diego on May 15, 2018, by the following vote:

YEAS: **BRY, ZAPF, WARD, KERSEY, CATE, ALVAREZ, GÓMEZ.**

NAYS: **NONE.**

NOT PRESENT: **COLE, SHERMAN.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Stacy D. Ready**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R-311734**, approved on **May 15, 2018**. The date of final
passage is **May 22, 2018**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: *Stacy D. Ready*, Deputy