

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
ARCADIS U.S., INC.**

**FOR
ASBESTOS CEMENT WATER MAIN
REPLACEMENT PROGRAM MASTER PLAN**

CONTRACT NUMBER: H125808

DOCUMENT NO. **308279**
FILED **JUN 18 2013**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

**ARTICLE II
DURATION OF AGREEMENT**

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

**ARTICLE III
COMPENSATION**

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

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1	Industry Standards.....	5
4.2	Right to Audit.....	5
4.3	Insurance	6
4.4	Subcontractors	9
4.5	Contract Activity Report.....	10
4.6	Non-Discrimination Requirements	10

4.7	Drug-Free Workplace.....	11
4.8	Title 24/Americans with Disabilities Act Requirements	11
4.9	Product Endorsement.....	12
4.10	Conflict of Interest.....	12
4.11	Mandatory Assistance	13
4.12	Compensation for Mandatory Assistance.....	13
4.13	Attorney Fees related to Mandatory Assistance	13
4.14	Energy Conservation Specifications.....	13
4.15	Notification of Increased Construction Cost.....	14
4.16	Sustainable Building Policy.....	14
4.17	Design-Build Competition Eligibility	14
4.18	Storm Water Management Discharge Control.....	14
4.19	ADA Certification	15

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification	15
6.2	Design Professional Services Indemnification and Defense.....	15
6.3	Insurance... ..	15
6.4	Enforcement Costs.....	15

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	16
7.2	Mandatory Mediation Costs	16
7.3	Selection of Mediator.....	16
7.4	Conduct of Mediation Sessions.....	16

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire	17
8.2.	Rights in Data.....	17
8.3	Intellectual Property Rights Assignment.....	17
8.4	Moral Rights.....	17
8.5	Subcontracting	18

8.6	Publication Design	18
8.7	Intellectual Property Warranty and Indemnification.....	18
8.8	Enforcement Costs.....	18

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	18
9.2	Headings	19
9.3	Non-Assignment.....	19
9.4	Independent Contractors	19
9.5	Design Professional and Subcontractor Principals for Professional Services.....	19
9.6	Additional Design Professionals or Contractors.....	19
9.7	Employment of City Staff.....	19
9.8	Covenants and Conditions	20
9.9	Compliance with Controlling Law	20
9.10	Jurisdiction and Attorney Fees.....	20
9.11	Successors in Interest.....	20
9.12	Integration	20
9.13	Counterparts	20
9.14	No Waiver	20
9.15	Severability	20
9.16	Municipal Powers	20
9.17	Drafting Ambiguities	21
9.18	Conflicts Between Terms.....	21
9.19	Design Professional Evaluation	21
9.20	Exhibits Incorporated.....	21
9.21	Survival of Obligations.....	21
9.22	Vendor Registration	21
9.23	Contractor Standards.....	21
9.24	Equal Benefits Ordinance	22
9.25	Public Records.....	22

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND ARCADIS U.S., INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Arcadis U.S., Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Asbestos Cement Water Main Replacement Program Master Plan (H125808) [Project].

RECITALS

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

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services for the Project [Agreement].

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
DESIGN PROFESSIONAL SERVICES**

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

1.1 Scope of Services. The Design Professional 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 Design Professional 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 Design Professional on all matters related to the administration of this Agreement and the Design Professional'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 the 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 Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional'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 in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional 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 Design Professional 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 Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, 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 Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional 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. The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications 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 Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional 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 June 30, 2015; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if the Design Professional 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 Project, 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 Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional 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 Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional'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 Design Professional'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 Design Professional 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 Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional 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 Design Professional. 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 Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional 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 Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional 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 Design Professional, and any person claiming any rights by or through the Design Professional 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 Design Professional.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$1,998,580. The compensation for the Scope of Services shall not exceed \$1,948,580, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$50,000.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Design Professional's performance of Additional Services, the City and the Design Professional 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 Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional 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 Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional 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 Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional 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 (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional 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 professional 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 Design Professional 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 Design Professional's and any Subcontractor's premises to review and audit the Design Professional'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 Design Professional's premises, of any and all Project-related records 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 Design Professional 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.

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional'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 Design Professional'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 Design Professional 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 Design Professional 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 Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional 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 Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional 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 Design Professional 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 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional 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 Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional 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 Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the

California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

4.3.3.2 The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional’s insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional.

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 Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Design Professional identifies a need for additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Design Professional 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 Design Professional proportionate to the services performed by the Subcontractor.

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

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

4.4.1.5 The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and (Exhibit D) of this Agreement.

4.4.1.6 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

4.5 Contract Activity Report. The Design Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional 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 Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional for each subcontract or supply contract. The Design Professional 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 Design Professional 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 Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional's Notice to Employees. The Design Professional 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 Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (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 Design Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project 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. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review.

When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Design Professional 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.

4.10 Conflict of Interest. The Design Professional 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.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization 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 individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals 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 individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual 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.

4.10.2 The Design Professional 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.

4.10.3 The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

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

4.10.5 If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation.

4.11 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 Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional'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.

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional 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.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall

model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional 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).

4.16 Sustainable Building Policy. The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Unless specifically removed from the Scope of Services (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General

Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

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, 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 and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, 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. Design Professional, 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 Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, 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 Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Design Professional 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 Design Professional to produce, at Design Professional’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. Design Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

8.8 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney’s fees.

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the

City shall be addressed to: Public Utilities Department, c/o Eric Rubalcava, MS 901, 9192 Topaz Way, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: ARCADIS U.S., Inc., 1525 Faraday Ave, Suite 290 Carlsbad, CA 92008.

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

9.3 Non-Assignment. The Design Professional 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 Design Professional and any Subcontractors employed by the Design Professional 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 Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Andrew Baldwin and Richard Kennedy [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. 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 Design Professional, to require any of the Design Professional's employees or agents to be removed from the Project.

9.6 Additional Design Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional 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 Design Professional.

9.8 Covenants and Conditions. All provisions of this Agreement, expressed as either covenants or conditions on the part of the City or the Design Professional, shall be deemed to be both covenants and conditions.

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional 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.

9.10 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

9.11 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.

9.12 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.

9.13 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.

9.14 No Waiver. No failure of either the City or the Design Professional 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.

9.15 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.

9.16 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 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.

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

9.21 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.

9.22 Vendor Registration. All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

9.23 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No.

O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit J. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 308279, authorizing such execution, and by the Design Professional pursuant to Arcadis U.S., Inc signature authority document..

Dated this 17th day of July, 2013.

THE CITY OF SAN DIEGO
Mayor or Designee

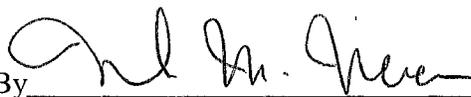
By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind Arcadis U.S., Inc. and that I have read all of this Agreement, this 14th day of May, 2013.

By: 
Steve S. Hirai, P.E
Vice President – Major Market Manager

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17th day of July, 2013.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act
- Exhibit M - American With Disabilities Act (ADA) Compliance Certification

SCOPE OF SERVICES

ASBESTOS CONCRETE WATER MAIN REPLACEMENT PROGRAM MASTER PLAN (H125808)

A) Background and Summary

The development of the AC water main replacement master plan for the City will accomplish the following objectives and provide the following benefits:

- **Determine AC Pipe Service Levels:** Establish system wide goals for AC water main risk and performance to optimize the replacement schedule to meet available funding levels.
- **Utilize Failure Forecasting Model:** Deliver the LEYP failure forecasting model (Casses software) to statistically estimate pipe Effective Useful Life (EUL) by cohort and assign a likelihood of failure to each pipe to utilize as part of the risk calculation.
- **Maximize Data Value:** Collect “smart data”, which is reliable, quick and cost effective to obtain, and will not disrupt water operations. Smart data will include laboratory methods for AC pipe and soil testing combined with non-invasive acoustical pipe testing in the field.
- **Provide GIS-Based Planning Tool:** Leverage and enhance the City’s existing GIS with additional tools and capabilities to efficiently manage replacement program data and provide flexibility to perform “what if” analyses, evaluate different replacement scenarios and budgets and centrally manage all projects.
- **Emphasize Knowledge Transfer:** Develop standard operating procedures (SOPs) and provide effective training and knowledge transfer allowing City staff to easily update and sustain this replacement program.

B) Technical Approach

To accomplish the AC Water Main Replacement Master Plan objectives and meet all requirements of the RFP, we recommend the following scope of work summarized here.

- **TASK 1: Literature Review-** Conduct an extensive review of AC pipe replacement studies utilizing AWWA research material. Results will guide the project methodology and decision making process.
- **TASK 2: System Data Evaluation and Analysis -** Review existing data including GIS water system layers, break history, AC pipe samples, scoring criteria, and related soil conditions and other risk factors. Establish service levels, consequence of failure and pipe replacement costs to facilitate risk scoring and replacement planning.
- **TASK 3: Field and Laboratory Testing Program -** Conduct non-invasive acoustical pipe testing, soil sampling and AC pipe material analysis. Results will be used to calibrate the statistical failure forecasting model and validate the selected projects.

- **TASK 4: Statistical Failure Forecasting Modeling-** Build and calibrate a failure forecasting model using the LEYP algorithm. Model will be used to predict likelihood of failure for each AC pipe.
- **TASK 5: Master Plan Development and GIS Replacement Planning Tool -** Conduct a risk analysis utilizing results from the statistical modeling, consequence of failure evaluation, and unit replacement costs. Use risk scores to identify and group projects. Implement and deliver a GIS tool to plan and track R&R projects and project future funding needs
- **TASK 6: Transition Planning -** Develop SOPs and provide effective training and knowledge transfer allowing City staff to easily update and sustain the replacement program including specific training on the LEYP model and GIS-RPT. In field training will also be provided for use of the acoustical testing equipment through Echologics.
- **TASK 7: Quality Assurance and Quality Control -** Utilize an ‘independent’ consultant team led by HDR Engineering, Inc. to review and advise project methodology, technologies and results.
- **TASK 8: Project Management –** Utilize effective project management tools for tracking budget and schedule in accordance with the City’s milestones and project controls.

C) Task Descriptions

The specific activities, workshops, and deliverables for each task are presented below:

1.0 Literature Review

The literature review will focus on recent (2010 and after) peer reviewed research on AC pipe modes of failure and EUL. In addition to published research, the experiences of approximately 5 utilities in the United States and Canada with established AC pipe replacement programs will be surveyed via phone surveys. The findings will be presented and discussed with City staff as part of the review workshops in Task 2.

Deliverables:

- **Technical Memorandum 1:** Summary will be completed documenting the findings from the Literature review related to failures, EUL’s and successful programs.

Clarifications:

- City will provide any reports and associated materials relevant to previous condition assessment projects.

Subcontractors:

- HDR

2.0 System Data Evaluation and Analysis

The AC water main distribution system data evaluation and characterization task will include the following activities:

2.1 Data Review and Validation

GIS and Break History: The GIS review will identify any gaps in physical pipe inventory data (e.g. diameter, install date, etc.). The break history review will identify any areas of excessive breakage within the distribution system along with high or low breakage for particular sizes or ages of AC mains. Gaps in pipe data, insufficient break history, excessive break history and areas of high break rate within the system will support the planning of the field data collection.

Pipe and Material Samples: The extent of pipe samples and related materials (e.g. gaskets) from previous breaks will be reviewed and characterized for laboratory testing and analysis in Task 3. The locations where the samples were obtained will be linked to the GIS and main break data to facilitate planning of the field testing and soil sampling program.

Review of Hydraulic Model: Available results from the existing hydraulic model can be incorporated into the decision process for AC water main replacement. Example results data include current or future capacity shortfalls for average demand, peak demand or fire flow. The existing model will also be evaluated to see if it can be leveraged to identify hydraulic criticality for the pipes as one of the Consequence of Failure elements.

Water Main Replacement Costs: Accurate financial projections for the AC Water Main Master Plan depend upon accurate construction costs for water main replacement within the service area. We will develop unit costs (\$/lf) for construction to be used for replacement planning from recent bid tabs and other industry references.

Review City's Phase 1 Program: Understanding institutional knowledge regarding the Phase 1 AC water main replacement program including the criteria, scoring, and assessment approach will improve efficiency in developing the replacement master plan and facilitate knowledge transfer. Discussions with staff will occur throughout the project, but formal interviews in the beginning will focus on key questions arising from the data evaluation.

2.2 Preliminary AC Pipe Analysis

The GIS and main break data will be analyzed to develop preliminary definitions of pipe 'cohorts' (AC mains with similar characteristics and behavior), which form the basis for the predictive statistical model in Task 4. An initial estimate of EUL will be developed for each pipe cohort. These preliminary cohort definitions will be reviewed with the City and used to plan the field investigation.

2.3 Water Distribution Service Levels

A target water main break rate for performance (breaks/100 miles/year) will be established during a Workshop with the City utilizing findings from the recent AWWA Benchmarking Report, literature review results and from previous water main replacement studies. Other pipe performance measures will be evaluated and applied as appropriate.

2.4 Water Main Consequence of Failure Evaluation

Water main consequence of failure (COF) scoring will be developed as a means to calculate risk and prioritize replacement of AC water pipes. The COF methodology will be developed in a workshop with City. The approach will incorporate physical criteria (e.g. pipe size), performance criteria (e.g. customers served, system disruption, etc.) and adjacency criteria (e.g. in major roadway, business district, etc.) to evaluate potential social, financial and environmental impacts. The GIS will be

utilized to assign the COF scores and will be included in the GIS planning tool described later in Task 5.

Deliverables:

- **Workshop 1:** Present overall work plan including the methodology, schedule and proposed software models. Demonstrations of all software will be provided.
- **Workshop 2:** Present the results of the literature review, data evaluation and the initial pipe cohort definitions and field condition assessment and laboratory analysis program. The approach to cost estimating for water main replacement will also be discussed.
- **Workshop 3:** Discuss the proposed break rate and other performance service levels, consequence of failure (COF) evaluation criteria, hydraulic issues, and preliminary water main replacement unit cost estimates.
- **Workshop 4:** Discuss the final results of the service level and COF evaluations. Live GIS and maps will be utilized to facilitate the discussions. Maps will be provided in advance for City review.

- **Technical Memorandum 2:** Work plan detailing methodology, technologies and schedule.
- **Technical Memorandum 3:** Summary of Service levels, COF criteria and water main replacement costs will be provided as well as specific queries to run the COF analysis in GIS.
- **Technical Memorandum 4:** Summary documenting the review of GIS and break data gaps, laboratory testing of existing pipe samples and recommendations of non-invasive water main testing will be provided.

Clarifications:

- City will provide all requested data in electronic form to the best extent possible.
- City will research to the best extent possible and add data to GIS for missing attributes that are essential including install date and diameter. If no data is available the City will confirm which information to use for the pipe for the analysis.
- City will provide break data where each pipe break has an associated pipeline sequence number enabling consultant to link pipe breaks to the GIS data.
- City will provide a location for the workshops.
- Each workshop will be conducted at the City's office and last up to 4 hours.

Subcontractors:

- HDR
- InfraPLAN
- Corrosion Probe

3.0 Field and Laboratory Testing Programs

Under this task, the Consultant team will conduct a comprehensive AC pipe condition assessment and soil sampling program to gather pipe condition and soil properties data from City's water distribution

system. This will provide the most accurate analysis of risk factors and prediction of pipe EUL and will serve as a guide for the AC Pipe Replacement Master Plan. Team member, Corrosion Probe, Inc., will provide expert corrosion and materials engineers, including their own laboratory facilities, to evaluate the in-situ condition at selected locations within the AC pipe portions of the distribution system. Team member Echologics, a Division of Mueller Valve, will provide in-situ, non-invasive acoustical wall integrity testing for a representative sample of the AC pipes within the distribution system. Team member Helenschmidt Geotechnical Inc. will provide soil sampling services as needed.

3.1 Develop Field Plan and Procedures

Our team will plan and document the acoustical pipe condition assessment, pipe sampling and soil sampling procedures. Pipes will be identified for field investigation based on the data evaluation and analysis conducted in Task 2. Field procedures, safety plans, sampling techniques, analysis methods and QA/QC procedures will be documented and deployed by the field teams. The field investigation will be conducted in two phases detailed as follows:

Phase 1 - Preliminary Pipe Condition Assessment: The Phase 1 program will fill critical data gaps such that final definitions of AC pipe cohorts and their effective useful life can be made, which are fully representative of the City's distribution system and the LEYP model can be built.

- Test available pipe break samples currently retained by the City.
- Review available information and testing results of pipe appurtenances including samples of gaskets, valves, saddles, etc.
- Conduct soil testing at locations of previous breaks plus representative soil sampling within the distribution system. Testing will consider existing soils mapping and known conditions such as: acidic (low pH) soil, high sulfate containing soils or ground water, fluctuating ground water or tidally affected ground water conditions.
- Conduct non-invasive acoustical wall integrity testing of AC pipe to support preliminary pipe analysis identified in Task 2. Risk factors such as age, historic break data, operating pressure (from hydraulic model) will determine pipe locations for testing.

Phase 2 - Pipe Condition and Soil Sampling: The Phase 2 field investigation will obtain field observations used to calibrate the LEYP statistical failure forecasting model and validate the replacement plan and include:

- Acoustical pipe testing to validate the LEYP model
- Soil testing based on results of acoustical pipe tests
- Pipe coupon laboratory analysis as required

Additional pipe and soil sampling and acoustical testing locations will be selected following review of the initial LEYP replacement model predictions with the City.

Deliverables:

- **Workshop 5:** Review the Phase I Field Results and revise the Phase II Investigation Plan as necessary once the LEYP model has been created.

- **Technical Memorandum 5:** Description of the field investigation plan for Phase I and Phase II and associated pipe assessment, soil sampling and laboratory testing procedures will be completed. The Phase II plan will be updated once the initial LEYP model has been created.

Clarifications:

- See following sections for field investigation clarifications.
- Echologics will provide the field plan and procedures for the acoustical pipe testing.

Subcontractors:

- Corrosion Probe

3.2 Conduct AC Pipe Acoustical Testing

Echologics will conduct field investigations as described in Task 3.1 using their non-invasive acoustic testing approach on up to 2% of the piping system. Prior to field work, the hydrants and valves located on the pipelines desired for testing will be located and confirmed to be appropriate to install the listening devices.

In addition, where available, the City will provide the original pipe specifications, so that the average reduction in wall thickness for each pipe segment can be calculated to within 0.15 inches for Asbestos Cement pipe. Where original pipe specifications are not available, the consultant team will review available pipe samples from previous breaks to determine the installed pipe class, which will then be mapped in GIS as a guide to use in determining the original wall thickness in a particular area. Additional information relating to determining the pipe installation year will also be referenced via GIS (e.g. year of neighborhood development or install date of other utilities) in determining the original wall thickness. The consultant team will further coordinate the field program to collect pipe samples where necessary to determine the installed pipe class. Echologics will record all areas where leaks are identified. All test results will be input into GIS for graphical viewing.

Deliverables:

- **Technical Memorandum 6:** Summary of field investigation results will be provided for Phase I.
- **Technical Memorandum 7:** Summary of field investigation results will be provided for Phase II.
- **Data:** Field investigation data and reports for Phase I and Phase II including estimated wall thickness and leak observations geo-referenced to specified pipe locations. Data provided in GIS format.

Clarifications:

- City will assist with locating any valves or hydrants that cannot be field located that are in the areas selected for testing.
- Maximum of 2% of the system will be evaluated using acoustical testing methods.

Subcontractors:

- Echologics
- PROTEUS Consulting
- Hudson Traffic
- PARC Civil Inc.

3.3 Perform AC Pipe Laboratory Analysis

The data determined in the lab for the AC pipe samples will provide the following information to use in the analysis to assist with defining specific risk factors and failures modes and refine EUL's:

- Presence of internal or external degradation.
- Presence of cracking, fracturing, or wall thickness loss.
- Extent of internal build-up of solids inside pipe.
- Softening of pipe wall from exterior, if present.
- Out-of-roundness of piping.
- Condition of gaskets at pipe joints (loss of elasticity).
- Microscopic examination of cross sections of the AC pipe to identify layering, separation, expansive deterioration or voids, etc.
- Identification of the corrosion mechanism as being acidic attack, sulfate reactions, or other.
- Testing to determine if AC pipe is Type I or Type II.

A variety of analytical methods will be used as appropriate to visually examine and physically test the A/C pipe samples starting with the most cost effective method of Phenolphthalein testing.

- Visual and physical examination of pipe to identify failure modes, i.e. longitudinal cracking, pipe wall disintegration, etc.
- Hardness testing.
- Phenolphthalein exposure testing to determine the extent of carbonation or pH reduction in pipe wall cross sections.
- Pipe crush strength tests to compare crush strengths and extent of lime leaching.
- Gasket or O-ring condition will be assessed using visual and physical examination to identify the elasticity of the gasket material and corresponding failure mode. Gasket samples will be obtained from repair/replacement projects conducted by the City resulting from leak detections identified during our field investigations. In addition, the consultant team will utilize experience from similar studies to support the assessment of joint failure mechanisms.

Deliverables:

- **Technical Memorandum 8:** Summary of visual inspection and laboratory results will be provided for Phase I.
- **Technical Memorandum 9:** Summary of visual inspection and laboratory results will be provided for Phase II. Standard operation procedure (SOP) for assessing and recording future main breaks.
- **Lab Results:** Lab analysis data geo-referenced to specified pipe locations.

Clarifications:

- City will provide available pipe break samples for testing.
- City will deploy their own staff and resources to collect both existing and new samples.
- City will provide existing information and testing results of pipe appurtenances including samples of gaskets, valves, saddles, etc.
- Maximum 10 pipe appurtenances (if available) will be analyzed for condition and failure mode.
- Maximum 40 pipe samples will be tested and analyzed for microscopy, phenolphthalein, sulfate, pH testing etc.

Subcontractors:

- Corrosion Probe

3.4 Soil Sampling and Laboratory Analysis

A trained soil testing technician will be onsite during soil sample collection for Phase I and II of the field program to evaluate the soil characteristics and obtain soil samples at each specified location. It is anticipated that up to 15 soil samples will be taken in Phase I to analyze where previous breaks have occurred and to characterize the soils within A/C pipe system. In Phase II it is anticipated that approximately 10 samples will be taken to calibrate the LEYP model and validate the replacement plan. Where soils are homogeneous, one soil sample will be collected. Where soils are stratified, two soil samples will be obtained at elevations to be determined visually in the field.

All soil samples will be analyzed for the following parameters:

- Soil Type – i.e. gravel, sand, clay, etc.
- Soil Condition – i.e. ground water presence, disturbed, undisturbed, stratified at pipe depths or uniform, etc.
- Water Content
- pH
- Sulfate Concentration
- Presence of Sulfides
- Chloride Ion Concentration
- GPS location

Soil aggressivity will be determined based on the comparison of pH and sulfate concentration values given in recent AWWA Standards (C400, C402, and C403, etc.).

Deliverables:

- **Technical Memorandum 10:** Summary of soil laboratory results will be provided for Phase I
- **Technical Memorandum 11:** Summary of the soil laboratory results will be provided for Phase II.
- **Test Results:** Soil analysis data geo-referenced to specified pipe locations and soil sampling sites.

Clarifications:

- **Sites** - The maximum number of samples will depend on the location conditions, traffic control, disposal, permitting costs and available budget.
- **Disposing** - City will be responsible for disposing of soil debris resulting from bore-hole drilling and/or excavation process.
- **Locating** - City will be responsible for locating all underground services local to soil sampling sites. Consultant team will not be responsible for damage to unmarked buried utilities or incidental damage to landscape or improvements during the field investigation.
- **Base Maps** - City will provide available base maps, profiles and waterline depths (if available) and waterline diameters for each of the study areas prior to the start of field work.
- **Borings in Groundwater** - Approximately 50 percent of the borings may encounter groundwater. These borings will be required to have permits issued by the San Diego County Department of Environmental Health (DPH). As part of the submittal package to the DPH, a site map showing each of the boring locations will be required. If upon review by the DPH proposed borings are in an area of known contamination (from DPH review), borings will be relocated to an area outside known limits of contamination. Borings that encounter groundwater will be backfilled with either bentonite chips or bentonite grout in accordance with DPH requirements. Excess soils from these sites are to be disposed of at the Miramar Landfill only if soils are “clean” (non-contaminated). Environmental assessment of soils is not included in the current scope and cost.
- **Boring Depths** - Borings will average 10 feet in depth and will be less than 20 feet in total depth. Borings less than 20 feet in depth that do not encounter groundwater do not require a boring permit from the DPH.
- **Boring Types** - Approximately one-third of the borings will require access immediately adjacent to the pipeline. These borings will be accessed with an “air knife” (vacuum) rig rather than a truck-mounted auger to avoid disturbance to the pipeline. Productivity will be somewhat slower with this method (includes three borings per day- “air knife” (vacuum) method and four borings per day- truck mounted auger method). Borings will be grouped within reasonable proximity of each other (several miles) and will be scheduled for three sites per day or 4 sites per day, depending on the drilling method for that day’s group of borings.

Subcontractors:

- Helenschmidt Geotechnical Inc.
- Hudson Traffic

4.0 Statistical Failure Forecasting Modeling

Our team will build and calibrate the LEYP advanced statistical failure model which will be used to predict the EUL for each AC pipe as well as provide the likelihood of failure to facilitate calculating a risk score for each pipe. A/C Pipe GIS attribute data including break history will be imported into

the model and form the basis for the set up and analysis. GIS results from the field investigations will support building the model and calibrating the model resulting in an accurate forecasting model.

The LEYP model was developed by a reputable French Lab, Cemagref. The model algorithm is packaged as a software application and is available at no cost. Our project team will deploy and train City staff to use the LEYP model allowing them to predict AC pipe issues following the completion of this project. The LEYP consists of 3 modules (Yule, Weibull, and Cox) and takes into account various risk factors simultaneously. The formula that illustrates the model is found above and shows the basic inputs including:

- the number of previous breaks,
- time (aging),
- failure factors such as main attributes (diameter, material, date of installation, length, etc.) or linked to the location (soil corrosivity and stability, traffic, groundwater level, proximity to stray current, density of construction; if available).

Output results are the Predicted Break Number (PBN) for each year and for each main which will be used to derive:

- **Likelihood of Failure** scores, a component of the risk score.
- **Estimated Useful Life (EUL)** for each pipe – derived by plotting PBN over time for each cohort then estimating the age at the acceptable break rate. This approach is more accurate than using an extrapolation of the past break rates that may reflect past replacements which reduces the increase of the break rate. The final calibrated model including the software and data will be provided to the City for installation on one desktop computer. A training manual will also be provided as well as one on one and formal training sessions.

Deliverables:

- **Technical Memorandum 12:** Summary of relevant statistical results and showing the EUL curves for the final pipe cohorts will be completed.
- **Workshop 6:** Present and discuss the results of LEYP forecasting analysis.
- **Data Files:** CD containing all model data files and results will be submitted to the City including the LEYP Cases software for installation on a City computer.

Clarifications:

- City will designate staff members that will be involved in running the LEYP model so that they can participate in the model set-up, calibration and training sessions.

Subcontractors:

- InfraPLAN

5.0 Master Plan Development and GIS Replacement Planning Tool

The AC Water Main Replacement Master Plan will be developed using GIS Replacement Planning Tool (GIS-RPT) to manage and track risk analysis results, EUL predictions and R&R projects. The Master Plan Document that will be completed will include a combination of all of the Technical Memorandums from each task as well as a summary of the overall project and the final replacement projects and associated funding plan.

5.1 Master Planning Analysis

Consultant will use the GIS-RPT to develop the master plan and document the findings. The GIS-RPT and associated data will be delivered to the City providing the capability of updating and tracking the replacement program. The task will include the following:

- **Assign Pipe Risk:** The probability of failure results for each water main from the effective useful life evaluation and the LEYP failure forecasting model in Task 4 will be imported to the GIS-RPT. The import routines will enable the City to update the probabilities as additional data becomes available over the course of the program implementation. The GIS-RPT will assign risk at the pipe level using the LEYP results combined with the consequence of failure results developed in Task 2.
- **Recommend AC Water Main Replacements:** The GIS-RPT will apply the service levels for breakage rate and risk thresholds developed in Task 2 with the individual water main risk scores to make recommendations on which AC mains to replace each year.
- **Perform “What-If” Scenarios:** In addition to making replacement recommendations, the GIS-RPT will also enable the City to evaluate different scenarios for annual investment levels or pipe replacement lengths. The results of the “what-if” scenarios will be reported against the system wide service levels for breakage rate and risk.
- **Develop and Track AC Water Main Replacement Projects:** Algorithms will enable the City to develop complete replacement projects by risk, cost and location. The GIS-RPT will generate reports on project metrics (length, risk, cost, etc.) and store additional project data (dates, contract numbers, status, etc.), such that all replacement activities can be tracked from a central location.

Deliverables:

- **Technical Memorandum 13:** Summary of risk analysis, replacement planning projects and recommendations from the GIS-RPT will be submitted.
- **Workshop 7:** Present and discuss the results of master planning process.
- **GIS Replacement Planning Tool:** CD containing the GIS-RPT modules, master planning database files, and help documentation will be provided.

Clarifications:

- City will identify staff that will be responsible for using and maintaining the GIS-RPT so that they can be involved in the set-up and running of the model as the project progresses.
- Funding plan developed for a 50 year period.
- Capital project plan developed for a 20 year period.

Subcontractors:

None

5.2 Draft and Final Master Plan Document

Consultant will create a master plan report that summarizes the work of the AC Pipe Replacement Planning efforts and include the contents of the technical memorandums as well as a project overview, executive summary, and a summary of the replacement projects and funding needs. The document will be provided to the City in hard copy and PDF version. Six bound copies of the Draft and Final Master Plan will be submitted to the City in addition to a PDF file. The City will be provided 10 working days to prepare formal comments on the draft document prior to the review meeting. The Final document will address all City comments and concerns.

Deliverables:

- **Draft Master Plan Report:** Report document describing the approach and results of the master planning phase including a project overview, executive summary, and summary of replacement projects and funding scenarios.
- **Final Master Plan Report:** Final report describing the approach and results of the master planning phase including a project overview, executive summary, and summary of replacement projects and funding scenarios.
- **Workshop 8:** Present and discuss the results of draft Master Plan and overall planning process.

Clarifications:

- City will identify staff that will be responsible for using and maintaining the GIS-RPT so that they can be involved in the set-up and running of the model as the project progresses.
- City will review the draft report and provide comments within 10 days after report delivery.

Subcontractors:

None

6.0 Transition Planning

This task will cover knowledge transfer and training for City staff and will take place throughout the project, through the interactive workshops we are proposing in Tasks 1, 2, 4 and 5. Specific training workshops for the LEYP failure forecasting model and the Consultant GIS RPT used during the project will also be provided to City staff so that they can successfully continue this important long term AC pipe replacement project in a systematic and efficient manner.

Four hands-on training sessions will be held that will include appropriate curriculum materials and user guides. Two workshops will be held focusing on the details on how to run the LEYP statistical model software including input file preparation, calibration, validation and results outputs and interpretation, intended for City staff that will be tasked with running the model on a regular basis. Two workshops will also be held related to the GIS-RPT tool. One will be at the detailed level for those using it on a regular basis and one will be at the summary level for casual users that may want

to view the outputs or run simple scenarios. In addition, a final user guide will be provided for the GIS-RPT application that will be customized for the City and a standard user guide will be provide for the LEYP Casses software. Additional support on LEYP can be made available through as needed web training at the City's request.

Deliverables:

- **Training Session 1:** City personnel will accompany the Echologics crews and receive 8 hours of instructional training of acoustical testing practices and technologies.
- **Training Session 2:** City personnel will accompany the Echologics crews and receive up to 4 days of observational training related to the acoustical testing practices and technologies.
- **Training Session 3:** Training session (8 hrs) for LEYP statistical modeling (Part 1).
- **Training Session 4:** Training session (8 hrs) for LEYP statistical modeling (Part 2).
- **Training Session 5:** Training session (8 hrs) for GIS-RPT statistical modeling (Part 1).
- **Training Session 6:** Training session (4 hrs) for GIS-RPT statistical modeling (Part 2).

Clarifications:

- City will provide access to their internal computer training facility to conduct the LEYP and GIS-RPT training sessions.
- City will grant access to install the LEYP and GIS-RPT software on City computers required for training. Each computer must have ESRI ArcGIS (v10.x) installed.

Subcontractors:

- Echologics
- InfraPLAN

7.0 Quality Assurance and Quality Control

HDR will be providing an independent review of Technical Memorandum deliverables as well as a review of the draft and final master plan documents. Internal reviews of all technical deliverables will also be performed by our national asset management and replacement planning technical experts and the project manager prior to HDR submittal. Formal reviews will specifically take place related to the following deliverables:

- Task 1: Literature Review Technical Memorandum
- Task 2: Technical Memorandum summarizing existing data review, data gaps, and proposed field testing plan.
- Task 2: Technical Memorandum summarizing service levels and COF results
- Task 3: Technical Memorandum summarizing findings from field testing and establishing EUL.

- Task 4: Review of LEYP failure forecasting modeling results including EUL and likelihood of failure scores.
- Task 5: Review of Draft and Final Master Plan Document

Reviews will be scheduled for completion during the Tasks so the results and recommendations will be available during the scheduled workshops with City staff for discussion.

Deliverables:

- **Technical Memorandum 14:** Summary of reviews and recommendations documented in a single technical memorandum.

Subcontractors:

- HDR

8.0 Project Management

General project management services will be performed throughout the duration of the projects and will include the core project management tasks during this project.

- Project kickoff meeting to initiate activities with the City and the project team.
- Project management duties associated with the Project (insurance, contracts, etc.). Manage and coordinate subcontractors. Promptly advise the City's Project Manager of comments/requests which are out of scope or which will affect costs.
- Periodic consultation with the City's Project Manager regarding work activities and project progress.
- Preparation of Monthly Project Progress/Status Reports of sufficient detail to support monthly billings. The monthly report shall be consistent with the billing period.
- Update the Project Schedule on a monthly basis. A Microsoft Project Schedule will be updated as task of the project are completed and compared to the original baseline schedule.
- Provide a work plan that will lay the groundwork for assuring successful implementation of the AC Pipe field and lab testing, failure forecasting, and replacement master plan preparation.
- Preparation and maintenance of a Decision Log detailing action items identified in meetings or during the execution of the project, date the issue was identified, the responsible individual, resolution, and resolution date.
- Provide internal quality control for deliverables prior to submission to the City. Intermediate submittals provided for review shall, at a minimum, bear the signature of the Project Manager.
- Participate in regularly scheduled monthly meetings with the City. Prepare and provide the City with a meeting agenda at least one week prior to the meeting. Establish sections within the summaries that clearly identify project team decisions and action items with responsible party.

Deliverables:

- **Monthly Progress Reports:** Periodic reports summarizing progress and actions.
- **Project Meetings:** Kick-off and regular project meetings with the City to discuss progress, actions, workshops and on-going technical findings.

EXHIBIT A

- **Work Plan:** Document detailing project goals, milestones, contact details, field work procedures, and deliverable schedule.
- **Project Schedule:** Initial and updated project schedules.

Subcontractors:

None

COMPENSATION AND FEE SCHEDULE

A) Fee Estimate

1.0 Hours and Cost Breakdown

Task	Description	Andy Baldwin	Greg Osthuus	Celine Hyer	Chris Heltzel	Seth Anderson	Project Engineer	Paul Wilson	Admin 1	Labor Cost	Subcontractor Costs	ODC Costs	Total Cost
		Principal Engineer/Scientist/Architect II	Principal Engineer/Scientist/Architect II	Principal Engineer/Scientist/Architect II	Principal Engineer/Scientist/Architect I	Staff Engineer/Scientist/Architect	Project Engineer/Scientist/Architect	Principal Engineer/Scientist/Architect II	Document Tech				
		\$245	\$245	\$245	\$225	\$180	\$165	\$245	\$115				
50	Task 1.0: Literature Review	0	2	0	0	0	0	0	0	\$490	\$14,950	\$0	\$15,440
200	Task 2.1: Data Review and Validation	16	8	8	20	40	0	0	0	\$19,540	\$10,180	\$0	\$29,720
300	Task 2.2: Preliminary AC Pipe Analysis/Cohorts & EUL	0	8	0	8	0	0	0	0	\$3,760	\$21,795	\$0	\$25,555
400	Task 2.3: Water Distribution Service Level Review	8	8	0	0	0	0	0	0	\$3,920	\$0	\$0	\$3,920
500	Task 2.4: Water Main Consequence of Failure GIS Data Review	112	134	150	144	164	144	8	5	\$185,350	\$0	\$14,286	\$199,636
1400	Task 3.0: Field and Laboratory Testing	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
1500	Task 3.1: Develop Field Plan and Procedures	82	40	38	0	0	112	20	4	\$63,040	\$11,615	\$3,662	\$78,317
1800	Task 3.2: Conduct AC Pipe Acoustical Testing	42	8	32	24	40	24	16	4	\$41,030	\$810,250	\$610	\$851,890
2200	Task 3.3: Perform AC Pipe Laboratory Analysis	16	32	0	0	24	64	16	4	\$31,020	\$92,920	\$610	\$124,550
2800	Task 3.4: Soil Sampling and Laboratory Analysis	32	32	8	0	24	60	16	4	\$36,240	\$149,000	\$610	\$185,850
3000	Task 4.0: Statistical Failure Forecasting Modeling	8	40	48	40	0	40	0	2	\$39,350	\$71,260	\$5,312	\$115,922
3400	Task 5.1: Master Planning Analysis - GIS RPT Configuration	24	48	48	108	208	48	0	2	\$99,290	\$0	\$5,312	\$104,602
3800	Task 5.2: Draft and Final Master Plan Document	72	34	60	40	0	124	20	24	\$77,790	\$0	\$122	\$77,912
4000	Task 6.0: Transition Planning	32	0	0	0	32	0	0	0	\$13,600	\$10,180	\$2,256	\$26,036
4400	Task 7.0: Quality Assurance and Quality Control	0	0	0	0	0	0	0	0	\$0	\$50,050	\$0	\$50,050
5200	Task 8.0: Project Management	180	0	0	0	0	0	40	30	\$57,350	\$0	\$1,830	\$59,180
5700	Task 9.0: Additional Services	0	0	0	0	0	0	0	0	\$50,000	\$0	\$0	\$50,000
TOTAL:										\$721,770	\$1,242,200	\$64,510	\$1,998,530

2.0 Subcontractor Cost Breakdown

Task	Description	Subcontractor Costs							Total	
		Corrosion	Echologics	HDR	Helensch.	Hudson	InfraPlan	Parc Civil		Proteus
50	Task 1.0: Literature Review			\$14,950						\$14,950
200	Task 2.1: Data Review and Validation						\$10,180			\$10,180
300	Task 2.2: Preliminary A/C Pipe Analysis, Corhois & EUL	\$11,615					\$10,180			\$21,795
400	Task 2.3: Water Distribution Service Level Review									\$0
500	Task 2.4: Water Main Consequence of Failure (GIS) Data Review									\$0
600	Task 3.0: Field and Laboratory Testing									\$0
600	Task 3.1: Develop Field Planning Procedures	\$11,615								\$11,615
1800	Task 3.2: Conduct A/C Pipe Acoustical Testing		\$530,250		\$81,200				\$10,300	\$601,950
2200	Task 3.3: Perform A/C Pipe Laboratory Analysis	\$92,920								\$92,920
2600	Task 3.4: Soils Sampling and Laboratory Analysis				\$125,000				\$12,000	\$149,000
3000	Task 4.0: Statistical Failure Forecasting Modeling						\$71,260			\$71,260
3400	Task 5.1: Master Planning Analysis - GIS RPT Configuration									\$0
3800	Task 5.2: Draft and Final Master Plan Document									\$0
4000	Task 6.0: Transition Planning						\$10,180			\$10,180
4400	Task 7.0: Quality Assurance and Quality Control			\$50,950						\$50,950
5200	Task 8.0: Project Management									\$0
5700	Task 9.0: Additional Services									\$0

TOTAL:	\$115,450	\$630,250	\$55,000	\$125,000	\$72,000	\$101,800	\$120,000	\$72,000	\$12,000	\$1,722,500
---------------	-----------	-----------	----------	-----------	----------	-----------	-----------	----------	----------	-------------

3.0 Rate Schedule

ARCADIS Rates

Rate Classification	Rate (\$/hr)
Engineer/ Scientist Director	271
Principal Engineer/ Scientist/ Architect II	245
Principal Engineer/ Scientist/Architect I	225
Staff Engineer/ Scientist/Architect	180
Project Engineer/ Scientist/Architect	165
Project Assistant I and II	128
Document Tech	115

Subcontractor Rates

Rate Classification	Rate (\$/hr)
HDR	
Principal Engineer (PJM32)	375
Associate Engineer (PJM13)	250
Clerical (ADM02)	80
Corrosion Probe	
Principal Consultant	185
Senior Consultant	175
ParC Civil	
Project Manager	190
Senior Tech/Designer	115
PROTEUS Consulting	
Safety Consultant	165
Permitting Consultant	170
Hudson Safe-T-Lite Traffic	
Flagging Field Technician	75
Helenschmidt Geotechnical Inc.	
Principal Engineer	180
Senior Geologist	135
Staff Engineer	105
InfraPlan	
Principal Consultant	210
Echologics	
Staff rates built into contract field tasks	

4.0 Project Schedule

Description	2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1.0: Literature Review								
Task 2.1: Data Review and Validation								
Task 2.2: Preliminary AC Pipe Analysis Corors & EUL								
Task 2.3: Water Distribution Service Level Review								
Task 2.4: Water Main Consequence of Failure (GIS Data Review)								
Task 3.1: Develop Field Plan and Procedures								
Task 3.2: Conduct AC Pipe Acoustical Testing								
Task 3.3: Perform AC Pipe Laboratory Analysis								
Task 3.4: Soil Sampling and Laboratory Analysis								
Task 4.0: Statistical Failure Forecasting Modeling								
Task 5.1: Master Planning Analysis - GIS/SPPT Configuration								
Task 5.2: Draft and Final Master Plan Document								
Task 6.0: Transition Planning								
Task 7.0: Quality Assurance and Quality Control								
Task 8.0: Project Management								
Task 9.0: Additional Services								

Note:

1. Notice-to-proceed (NTP) is to be determined
2. Field investigation conducted in 2 phases

TIME SCHEDULE

Item #	Task Description	Duration (Days)	Start Date (Days after NTP)	End Date (Days after NTP)
1	Task 1.0: Literature Review	66	0	66
2	Task 2.1: Data Review and Validation	99	0	99
3	Task 2.2: Preliminary AC Pipe Analysis/Cohorts & EUL	99	33	132
4	Task 2.3: Water Distribution Service Level Review	66	66	132
5	Task 2.4: Water Main Consequence of Failure GIS Data Review	99	66	165
6	Task 3.1: Develop Field Plan and Procedures	33	66	99
7	Task 3.2: Conduct AC Pipe Acoustical Testing	132	99	231
8	Task 3.3: Perform AC Pipe Laboratory Analysis	66	132	198
9	Task 3.4: Soil Sampling and Laboratory Analysis	66	165	231
10	Task 4.0: Statistical Failure Forecasting Modeling	165	165	330
11	Task 5.1: Master Planning Analysis - GIS RPT Configuration	99	297	396
12	Task 5.2: Draft and Final Master Plan Document	66	396	462
13	Task 6.0: Transition Planning	396	66	462
14	Task 7.0: Quality Assurance and Quality Control	429	33	462
15	Task 8.0: Project Management	462	0	462
16	Task 9.0: Additional Services	TBD	TBD	TBD
	Notes			
1	Days = "working days"			
2	66 working days per quarter			
3	Start / end dates defined as working days after NTP			

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1
II. Nondiscrimination in Contracting Ordinance.....1
III. Equal Employment Opportunity Outreach Program.....2
IV. Small and Local Business Program3
V. Demonstrated Commitment to Equal Opportunity.....3
VI. Definitions.....4
VII. Certification5
VIII. List of Attachments.....6
 AA. Work Force Report7
 BB. Subcontractors List11
 CC. Contract Activity Report.....12

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

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

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

 - C. **Contract Disclosure Requirements.** Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.
- III. **Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).
- A. **Nondiscrimination in Employment.** Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.

 - B. **Work Force Report.** If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

 - C. **Equal Employment Opportunity Plan.** If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

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

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

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

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

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

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

VI. Definitions.

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

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

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

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

EXHIBIT D

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

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

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

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

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

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

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

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

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

VIII. Certification.

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

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SMBE, SWBE

Dept. of General Services:

DVBE

EXHIBIT D

CA Public Utilities Commission:
City of Los Angeles:
SD Regional Minority Supplier Diversity Council:

MBE, WBE
DBE, WBE, MBE
MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego
ATTACHMENT AA
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1010 Second Avenue • Suite 500 • San Diego, CA 92101
 Phone: (619) 533-4464 • Fax: (619) 533-4474
WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: ARCADIS U.S., Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 630 Plaza Drive, Suite 100

City Highlands Ranch County Douglas State _____ Zip 80129

Telephone Number: (720) 344-3500 FAX Number: (720) 344-3535

Name of Company CEO: Steven B. Blake

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

City _____ County _____ State _____ Zip _____

Telephone Number: (____) _____ FAX Number: (____) _____

Type of Business: Other Professional/Scientific Type of License: B1999003117

The Company has appointed: Barbara Hicks
 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: 630 Plaza Drive Suite 100 Highlands Ranch, CO 80129
 Telephone Number: (720) 344-3500 FAX Number: (720) 344-3535

- 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 ARCADIS U.S., Inc.

(Firm Name)

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

herein is true and correct. This document was executed on this 3rd day of May, 2013.

Paula J. Harrison
 (Authorized Signature)

Paula J. Harrison
 (Print Authorized Signature)

ATTACHMENT A

STREET ADDRESS	CITY, STATE, ZIP	TELEPHONE	FAX
9950 SAN DIEGO MISSION ROAD	SAN DIEGO, CA 92108	619.282.1313	619.282.1359
1525 FARADAY AVE SUITE 290	CARLSBAD, CA 92008	760.602.3800	760.602.3838
222 SOUTH MAIN SUITE 300	AKRON, OH 44308	330-434-1995	330-374-1095
14025 RIVEREDGE DR SUITE 600	TAMPA, FL 33637	813-903-3100	813-903-9115

OFFICE(S) or BRANCH(ES): San Diego, Carlsbad, CA

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial		1										7	1		
Professional	1	1			1							28	3		
A&E, Science, Computer															
Technical												4			
Sales															
Administrative Support			1										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	1		1							39	6		
--------------------	---	---	---	--	---	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees 50

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

OFFICE(S) or BRANCH(ES): Tampa

COUNTY: Hillsborough

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	1		3									10	
Professional		1	8	1	3	1						35	24	
A&E, Science, Computer														
Technical			3									11	4	
Sales														
Administrative Support		1										1	5	
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	14	1	3	1						57	33	
--------------------	---	---	----	---	---	---	--	--	--	--	--	----	----	--

Grand Total All Employees 112

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

OFFICE(S) or BRANCH(ES): AKRON

COUNTY: SUMMIT

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												4		
Professional												34	11	
A&E, Science, Computer														
Technical												3	1	
Sales														
Administrative Support		1												
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1										41	12	
--------------------	--	---	--	--	--	--	--	--	--	--	--	----	----	--

Grand Total All Employees 54

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE/ *MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Corrosion Probe, Inc. 1804 Garnet Avenue Suite 405, San Diego, CA 92109	Perform AC pipe laboratory analysis.	5.8%	OBE	NA
Echologics, 6295 Northam Drive, Mississauga, ON L4V 1W8	Conduct AC pipe acoustical testing and transition training.	31.5%	OBE	NA
HDR Engineering, Inc. 401 B Street, Suite 2210 San Diego, CA 92101-4298 8690 Balboa Ave, Suite 200 San Diego, CA 92123-1502 9449 Balboa Ave, Suite 210 San Diego, CA 92123-4342	Conduct literature review and provide project QA/QC.	3.3%	OBE	NA
Helenschmidt Geotechnical, Inc., 5245 Avenida Encinas, Ste B, Carlsbad, CA 92008	Provide soil sampling services.	6.3%	SLBE, SBE	City of San Diego; State of California, Department of General Services
Hudson Safe-T-Lite, 777 Gable Way, El Cajon, CA 92022	Provide traffic control measure for all soil testing sites.	3.6%	WBE, SLBE, SBE, MBE	Department of Transportation, Supplier Clearing House,

ATTACHMENT BB

				California Public Utilities Commission
InfraPlan, Inc. 15 Charles Street #5A, New York, NY, 10014	Provide statistical failure forecasting modeling and transition training.	5.1%	WBE	Supplier Clearinghouse of the California Public Utilities Commission
PARC Civil, Inc., 301 Mission Avenue, Suite 202 Oceanside, CA 92054	Conduct initial site investigation and support AC pipe acoustical testing.	6.0%	SLBE, WBE, DBE	City of San Diego; Supplier Clearing House; Caltrans
PROTEUS Consulting 13738 Stony Gate Place San Diego, CA 92128	Review safety plans and procedures relevant to all field investigation work.	0.6%	WBE, DBE, SLBE, SDB, LBE, MLBE, SBE, MBE	City of San Diego; Port of Long Beach/San Diego County Water Authority

* Listed for informational purposes only.

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

List of Abbreviations:

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

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE:

Asbestos Cement Water Main Replacement Program Master Plan

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:

ARCADIS US INC

Name under which business is conducted

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

Signed Paula J. Harrison
Printed Name Paula J. Harrison
Title EEO Specialist
Date 5-3-2013

**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.

EXHIBIT F

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego Public Utilities Department
- 2. Name of Specific Consultant & Company: Arcadis U.S., Inc
- 3. Address, City, State, ZIP: 1525 Faraday Ave, Suite 290 Carlsbad, CA, 92008
- 4. Project Title (as shown on 1472, "Request for Council Action"): Asbestos Cement Water Main Replacement Program Master Plan (H125B08)
- 5. Consultant Duties for Project: Prepare a master plan for the asbestos cement water mains. Develop a risk analysis and determine remaining useful life for asbestos cement water mains.
- 6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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.]

By: [Signature] / Deputy Director 5/14/13
[Name/Title]* [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

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED “Silver” Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California’s Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.
7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City’s grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

**CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY**

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
400-11, Water Conservation Techniques
400-12, Water Reclamation/Reuse
900-02, Energy Conservation and Management
900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997
Amended by Resolution R-295074 06/19/2001
Amended by Resolution R-298000 05/20/2003

**City of San Diego
Consultant Performance Evaluation**

EXHIBIT H

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.):		2a. Name and address of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Budgeted Cost:		Phone () _____	
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):		3b. Project Manager (address & phone):	
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:	
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	100 %
Agreement		_____	_____
Delivery		_____	_____
Acceptance		_____	_____
5. Construction			
5a. Contractor _____		Phone () _____	
<i>(name and address)</i>			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____	
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____	
		Changed Scope _____ % of const. cost \$ _____	
		Changes Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
6. OVERALL RATING (Please ensure Section II is completed)			
	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

Section II

SPECIFIC RATINGS

PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

EXHIBIT I

All prospective bidders, as well as existing contractors and vendors, are required to complete this form

Vendor ID: P1M0001878552
[ID Number will be provided by City]

Firm Info:

Firm Name: ARCADIS US, Inc. (Malcolm Pirnie, the Water Division of ARCADIS)
Doing Business As:
Firm Address: 1526 Faraday Avenue, Suite 290
City: Carlsbad State: CA Zip: 92008
Phone: 760.602.3880 Fax: 760.602.3888
Taxpayer ID: Business License: B1999003117
Website: www.arcadis-us.com

Contact Info:

Contact Name: Richard H. Kennedy, PE
Title: Principal in Charge
Email: rich.kennedy@arcadis-us.com
Phone: 760.602.3806 Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address: Attn: Accounts Payable, 680 Plaza Drive, Suite 600
City: Highlands Ranch State: CO Zip: 80129

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:
City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:
License Number: License Type:
License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name: ARCADIS U.S., Inc.

Product/Services Description:

(Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS) has more than a century long history of consulting with a concentration on water and the environment. Pirnie/ARCADIS offers a comprehensive range of water and wastewater engineering and management consulting services. We employ specialists in every aspect of the water cycle from source development to wastewater treatment and reuse. As a division of ARCADIS, we also have immediate access to on staff experts in all other environmental consulting disciplines that may be relevant to particular projects. This depth and breadth of staff/resources uniquely qualifies Pirnie/ARCADIS to perform multidisciplinary environmental consulting projects efficiently and effectively using project teams composed of in-house staff.

Product/Services Information:

NIGP Codes:

91842 ENGINEERING CONSULTING
 91849 ENVIRONMENTAL CONSULTING
 91846 FEASIBILITY STUDIES (CONSULTING)
 91849 FINANCE/ECONOMICS CONSULTING
 91875 MANAGEMENT CONSULTING

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility

Ethnicity:

Ethnicity: Not Applicable

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

OBE

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: [Redacted]

Agency: [Redacted]

Certification #: [Redacted]

Agency: [Redacted]

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

A. PROJECT TITLE:

Asbestos Cement Water Main Replacement Program Master Plan (H125808)

B. BIDDER/CONTRACTOR INFORMATION:

<u>ARCADIS U.S., Inc.</u>		<u>Malcolm Pirnie, the Water Division of ARCADIS</u>	
Legal Name		DBA	
<u>1525 Faraday Ave. Suite 290</u>	<u>Carlsbad</u>	<u>California</u>	<u>92008</u>
Street Address	City	State	Zip
<u>Steve S. Hirai, PE - Vice President - Major Market Manager</u>		<u>(760) 602-3800</u>	<u>(760) 602-3838</u>
Contact Person, Title		Phone	Fax

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

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

Corporation Date incorporated: 10/09/1997 State of incorporation: Delaware

List corporation's current officers: ~~President:~~ Chief Executive Officer: Steven B. Blake, PG, PE
~~Vice Pres:~~ Chief Financial Officer/Executive Vice President: Peter G. Dyke
Secretary: Steven J. Niparko
Treasurer: Dean C. Johnson

Is your firm a publicly traded corporation? Yes No

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

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

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: / / State of formation:

List names of all firm partners:

Sole Proprietorship Date started:

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

Joint Venture Date started:

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

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

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

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

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

I. TYPE OF SUBMISSION:

This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
 Update of prior *Contractor Standards Pledge of Compliance* dated: 05/03/2013

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

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

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

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

Steve S. Hirai, PE - Vice President
- Major Market Manager

Print Name, Title



Signature

May 3, 2013

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

F.2: In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

As with any large consulting firm, Pirnie/ARCADIS has had contracts terminated prior to completion for a variety of reasons. These contract changes are the result of many factors, including but not limited to: changes in client funding; regulatory closure; changes in client subcontracting/procurement due to restructuring or consolidation of suppliers; changes within Pirnie/ARCADIS; and, on occasion, dissatisfaction with performance or perceived non-performance. For any project where Pirnie/ARCADIS is asked to terminate work, we work with the client to ensure the transition is professional and seamless, ARCADIS does not maintain a formal list of projects/contracts that have been terminated.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Steve S. Hirai, PE - Vice President
- Major Market Manager

Print Name, Title



Signature

May 3, 2013

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

G.1:

LICENSING/VIOLATIONS

OSHA Citations

CT OSHA – "Other": OSHA office in Hartford, Connecticut issued a citation to ARCADIS on April 6, 2011 (Inspection No. 314403783). In February of 2011, ARCADIS was asked by its municipal client to provide emergency assistance in managing the client's efforts to remove snow from the roofs of its buildings. An ARCADIS employee went on the roof of a building to inspect snow depth. While the OSHA inspector noted that the employee wore all of the appropriate protective equipment, the inspector alleged that the employee was too close to the sides of the building and issued a citation for inadequate fall protection. While ARCADIS did not agree with the inspector's findings, because no fines or penalties were imposed and for matters of convenience, ARCADIS accepted and did not challenge the citation which was downgraded to the category of "Other". All alleged issues identified in the citation were addressed the day of the inspection.

MIOSHA: In June 2007, ARCADIS was cited by the Michigan OSHA for failure to have an approved type of portable fuel can and for using the wrong category of personal flotation device (PFD) ("other" violation). The fuel can issue was abated the day of the inspection, and the PFD issue was resolved shortly thereafter following consultation with MIOSHA staff. The PFD in use met federal OSHA requirements. Given the nature of the violations and ARCADIS' cooperation with MIOSHA and immediate abatement, no penalties or fines were assessed and the matter is closed.

MIOSHA – "Other": In September 2010, ARCADIS was issued an "Other" citation by Michigan OSHA. The citation, regarding an aerial lift, noted: "A permit was not carried by the operator or was not available at the jobsite." The employee had the proper training, but did not have a permit on his person. The issue was resolved shortly thereafter. Given the nature of the violation and ARCADIS' cooperation with MIOSHA and abatement, no penalties or fines were assessed and the matter is closed.

NOVs

City of Atlanta NOV: On October 4, 2010, the City of Atlanta issued a Notice of Violation (NOV) to ARCADIS alleging an impermissible discharge of effluent into the City's storm sewer system from a small-scale wastewater treatment plant that ARCADIS was operating. ARCADIS subsequently met with the City officials and provided all requested information and outlined its plan to prevent any future incidents. The City deemed ARCADIS' response acceptable. The City did not issue any fines or Compliance Schedules to ARCADIS and the matter was closed.

WVDEP NOV: On July 23, 2009, ARCADIS received a Notice of Violation (NOV) from the West Virginia Department of Environmental Protection related to field sampling protocols. No waste was impacted or nor were there any environmental exposures. WVDEP has indicated that work at the site can proceed once the agencies have approved ARCADIS' sampling plans and procedures.

NYDPS NOPV: In December 2008, ARCADIS received a Notice of Probable Violation (NOPV) from the State of New York Department of Public Service alleging that ARCADIS violated state regulations relating to the protection of underground facilities. In connection with drilling soil borings, ARCADIS' drilling subcontractor hit a 16-inch natural gas line. ARCADIS filed a response disputing the NOPV, asserting that ARCADIS followed all applicable state regulations and received the proper clearances before commencing drilling operations. The resolution reached was "no conclusion."

WVDEP NOV: On July 9, 2008, ARCADIS received two Notices of Violation (NOV) from the West Virginia Department of Environmental Protection related to improper shipment of waste to a non-hazardous landfill. The material has been recovered from the landfill, and is being handled appropriately. ARCADIS has developed a Corrective Action Plan in response to the incident which has been implemented to completion.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Steve S. Hirai, PE - Vice President
- Major Market Manager

Print Name, Title



Signature

May 3, 2013

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

G.1: LICENSING/VIOLATIONS

MCAQD NOV: On May 9, 2007, ARCADIS received a Notice of Violation (NOV) from the Maricopa County Air Quality Department (MCAQD) for failure to obtain an earthmoving permit. Without admitting to the violations alleged, ARCADIS paid a monetary fine, constituting complete satisfaction to MCAQD that the violations alleged were resolved appropriately.

Consent Decrees

State of Ohio v. ARCADIS, U.S., Inc. (CV-11-752933, Cuyahoga County, OH): On April 8, 2011, the Ohio EPA filed a lawsuit against ARCADIS regarding claims arising out of two different train derailments that occurred on December 20, 2007 and December 20, 2008. ARCADIS was acting as a first responder environmental clean-up contractor for its client, CSX. The State alleged that ARCADIS' emergency remediation activities resulted in a discharge of wastes into waters of the State. ARCADIS disputed those allegations during the course of settlement discussions that have occurred with the State throughout 2010. In April 2011, ARCADIS and the State agreed in principle to a Consent Decree outlining the terms of the settlement between the parties. Under the terms of the Consent Decree, ARCADIS expressly denied and did not admit any of the allegations of the State. ARCADIS agreed to pay \$60,000 in settlement of claims, not as an admission of fault, but instead based on an internal business determination that the cost of settlement would be less expensive than the cost of defending the lawsuit.

Other Citations/NOVs

City of Las Vegas, NV Notice of Violation: On August 2, 2011, the City of Las Vegas issued a Notice of Violation against ARCADIS for failure to maintain a valid City business license. Upon receipt of the notice, ARCADIS immediately updated its business licenses and paid a \$50 reinstatement fee.

City of Cicero, IL Citations: On April 4, 2011 the City of Cicero, IL issued two citations against ARCADIS, one for failure to have the appropriate building permit (Citation No. AO 250962) and the other for failure to have a local business (Citation NO. AO 250009). ARCADIS did not believe the particular license and permits were required on the project. Upon issuance of the citation, ARCADIS immediately proceeded to obtain the appropriate licenses and permits and paid a nominal fine.

OSHP Citation: On June 4, 2008, ARCADIS received a citation from the Ohio State Highway Patrol pursuant to the Motor Carrier Enforcement program for operating commercial a motor vehicle without proper documentation.

MSP Citation: On June 10, 2008, ARCADIS received a citation from the Maryland State Police pursuant to the Maryland Motor Carrier Safety Program for operating commercial a motor vehicle without proper display of USDOT Number.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Steve S. Hirai, PE - Vice President
- Major Market Manager

Print Name, Title



Signature

May 3, 2013

Date

EQUAL BENEFITS ORDINANCE

**CERTIFICATION OF
COMPLIANCE**

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION

Company Name: ARCADIS US INC	Contact Name: Paula Harrison
Company Address: 630 Plaza Drive	Contact Phone: 419-213-1622
	Contact Email: paula.harrison@arcadis-us.com

CONTRACT INFORMATION

Contract Title: Asbestos Cement Water Main Replacement Program Master Plan	Start Date: 11/2012
Contract Number (if no number, state location): H125808	End Date: Approx 30 mths

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Paula J. Harrison

Name/Title of Signatory

Paula J. Harrison
Signature

5/3/13
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved - Reason:

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

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

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

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

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

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

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

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

ARCADIS U.S., INC

Name of Firm


Signature of Authorized Representative

Steve S. Hirai, P.E.

Printed/Typed Name

May 3, 2013

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Asbestos Cement Water Main Replacement Program Master Plan

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;

ARCADIS US 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 Paula J. Harrison
Printed Name Paula J. Harrison
Title EEO Specialist