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THE CITY OF SAN DIEGO

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**OFFICE OF THE INDEPENDENT BUDGET ANALYST REPORT**

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**Date Issued:** November 26, 2008

**IBA Report Number:** 08-121

**City Council Docket Date:** December 1, 2008

**Item Number:** 204

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## **Agreement for As-Needed Storm Water Engineering and Consulting Services**

Item 204 on the City Council Docket for December 1<sup>st</sup>, 2008 is a proposed agreement with URS Corporation Americas and Tetra Tech, Inc. for as-needed Storm Water engineering and consulting services. The proposed agreement would authorize a total not-to-exceed amount of \$12.5 million over five years for each of the contractors, resulting in an aggregate not-to-exceed total of \$25 million. Under these agreements, contractors would provide as-needed services on a task-order basis in support of the City's storm water pollution prevention program, as required by the Municipal Storm Water Permit.

At the October 15<sup>th</sup>, 2008 Natural Resources & Culture (NR&C) Committee meeting, the IBA cautioned against committing General Fund resources in light of the current year \$43 million budget gap announced earlier that day, until further information was available on the nature of the budget reductions that would be needed. The Committee forwarded the item to the full council without recommendation, and requested additional information on the need for these contract services with respect to compliance with the Municipal Permit. In response, the Storm Water Department issued a memo dated October 27<sup>th</sup> that provided detailed information on the specific task orders that were anticipated under these agreements for FY 2009, the estimated cost of each task, and the corresponding regulatory requirement that each task would address.

Pursuant to the budget reduction plans requested by the Mayor to address the FY 2009 shortfall, the Storm Water Department reduced 10.00 FTE positions and approximately \$3.3 million in non-personnel expense. While these reductions are anticipated to impact the Department's efforts with respect to education and outreach, industrial facility inspections, and proactive planning and project implementation, it is expected that the

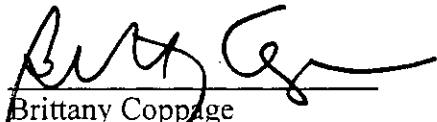


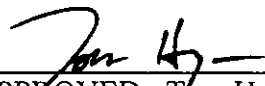
**Office of Independent Budget Analyst**

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City will remain in compliance with the Municipal Permit. In contrast, the services to be provided under the proposed agreements are deemed to be critical in ensuring that the City maintains compliance, particularly in light of the current-year budget reductions.

As such, the IBA supports approval of the proposed agreements for engineering and consulting services. However, given the length of the proposed agreements and the as-needed task order basis, we recommend that the Storm Water Department provide an annual report to the NR&C Committee that details the tasks that have been performed to-date, total contract expenditures, and additional tasks that are anticipated for future years.

  
Brittany Coppage  
Research Analyst

  
APPROVED: Tom Haynes  
Fiscal & Policy Analyst

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COUNCIL DOCKET OF Dec 1, 2008

Supplemental     Adoption     Consent     Unanimous Consent    Rules Committee Consultant Review

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As-Needed Storm Water Engineering and Consulting Services Contracts with URS Corporation Americas and Tetra Tech, Inc.

Reviewed     Initiated    By NR&C    On 10/15/08    Item No. 14

RECOMMENDATION TO:

Forward this item to the full City Council without a recommendation, with a request that staff return with information with regard to what portion of this contract needs to be done legally to make the City compliant with its National Pollution Discharge Elimination System permit.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO. 08-142

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Storm Water Department's October 15, 2008, PowerPoint

COUNCIL COMMITTEE CONSULTANT 

000167



NR&C OCT 15 2008 #1A

THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: October 8, 2008 REPORT NO: 08-142  
ATTENTION: Natural Resources and Culture Committee  
Agenda of October 15, 2008  
SUBJECT: As-Needed Storm Water Engineering and Consulting Services Contracts  
with URS Corporation Americas and Tetra Tech, Inc.  
REFERENCE: N/A

REQUESTED ACTIONS: The Storm Water Department requests that Council authorize the Mayor, or his designee, to approve and execute: (a) an agreement with URS Corporation Americas for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years; and (b) an agreement with Tetra Tech, Inc., for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years.

The Storm Water Department also requests that Council authorize the expenditure of up to \$25 million over five (5) years from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects to fund task orders issued under the agreements to support storm water-related work only, provided that the City Auditor and Comptroller furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury.

The Storm Water Department also requests that Council state for the record that this activity is not a "project" and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(3) and 15378(b)(4).

STAFF RECOMMENDATION: Staff recommends: authorization of the Mayor, or his designee, to approve and execute the agreements; authorization to expend up to \$25 million over five (5) years to fund task orders issued under the agreements; and issuance of a statement saying that this activity is not subject to CEQA.

SUMMARY:

*Background*

The City manages a municipal separate storm sewer system (MS4). This system includes storm drain pipes, channels, curbs, gutters, and other ancillary structures. The primary purpose of this system has been to protect citizens and property from flooding. However, research and studies

have concluded that the MS4 is also a primary conveyor of urban runoff pollution. Pollutants, such as pesticides, pet waste, oil and grease, and copper, that are released into the environment travel through the system and discharge into the region's water bodies. Urban runoff from rain and human activities, such as over-irrigation and automobile washing, facilitates the conveyance of pollutants through the system. Multiple federal, state, and local requirements mandate the City to address urban runoff pollution and the resulting environmental degradation issues (such as sediment contamination). Comprehensive management of the MS4 today involves both flooding concerns and urban runoff pollution considerations.

As the City manages and upgrades its MS4, urban runoff pollution issues must be carefully considered. In addition, the City must continue to take steps to reduce the sources and production of pollutants and, in some cases, institute ways to treat pollutant-laden runoff before discharge into the region's water bodies. Such steps include, for example, conducting education programs to inform citizens of polluting behaviors, enforcing laws and ordinances against violators, establishing development standards that require low-impact design features, and implementing structural and non-structural projects to reduce and treat runoff. The City takes these steps in consultation with external stakeholders.

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing its MS4 and complying with multiple urban runoff pollution regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from and caused by urban runoff in the most efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City maintains its MS4 and strives to comply with the regulations in the near and long term.

#### *Request for Proposals and Selection*

In June 2008, the Storm Water Department issued a Request for Proposals (RFP) for storm water engineering and consulting services with the guidance of the Purchasing & Contracting Department. Nine (9) proposals were received, and a selection panel, in compliance with City Council Policy No. 300-7, was convened. The selection panel consisted of City staff, including a representative from the Equal Opportunity Contracting Program (EOCP). Due to the relatively small number of proposals submitted, no short listing was conducted, and all nine (9) proposers were interviewed in September 2008. The selection process was based on ratings in five (5) established categories: (a) Specialized Experience and Technical Competence; (b) Proposed Method to Accomplish Work; (c) Knowledge and Understanding of Local Environment and Local Presence; (d) Strength of Key Personnel and Commitment to Project; and (e) Commitment

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to Equal Opportunity. Based on the rating criteria applied to each of the five (5) categories, the selection panel determined URS Corporation Americas and Tetra Tech, Inc., to be the two highest qualified firms.

#### *Agreements*

Two agreements will be executed, one (1) with each firm, to ensure the City sufficient support over the next five (5) years to accomplish its anticipated workload. The proposed agreements with URS Corporation Americas and Tetra Tech, Inc., will have a duration of five (5) years effective from the date of Council approval. Each agreement will have a not-to-exceed amount of \$12.5 million for an aggregate total of not-to-exceed \$25 million over a 5-year period. They will provide support on an as-needed basis in the following general areas, thus reducing the need for other future agreements: (a) Task Management and Administration; (b) Best Management Practice Development and Engineering; (c) Storm Water Infrastructure Asset Management; (d) Environmental Assessment and Permitting; (e) Monitoring and Investigations; (f) Strategic Planning; and (g) Program Assessment. The Scope of Services in the agreements is provided as Attachment 1 and contains more information regarding the above mentioned general areas of work.

City departments other than the Storm Water Department may also access the services to be available under the agreements, in particular to perform engineering design and environmental assessment work associated with storm water projects. Departments may also potentially use the agreements to support their efforts to fulfill responsibilities under the Municipal Storm Water Permit as outlined in the City's Jurisdictional Urban Runoff Management Plan. Examples of such responsibilities include, but are not limited to, the preparation of Storm Water Pollution Prevention Plans and municipal inspections.

Work will be assigned between the two firms using standard operating procedures developed by the Storm Water Department to ensure equitable distribution of task orders as well as logical work continuity and efficiency.

#### *MBE/WBE/DBE/DVBE/OBE Utilization*

In support of their Equal Opportunity Program, both URS Corporation Americas and Tetra Tech, Inc., implement outreach programs to recruit employees and identify future teaming partners from underutilized categories. In keeping with the City's policy to voluntarily provide subcontracting opportunities to all interested parties and qualified firms, including historically disadvantaged businesses, URS Corporation Americas and Tetra Tech, Inc., have retained the following subconsultants (Table 1 and Table 2) as members of their respective consultant team in connection with these agreements:

**Table 1. List of Subconsultants Under URS Corporation Americas.**

	Certified Subconsultants	Other Subconsultants
URS Corporation	Pat-Chem Laboratories (DBE)	MWH, Inc.
	Nautilus Environmental, LLC (DBE)	Wallace Laboratories
	Laboratory Data Consultants, Inc. (DBE/MBE)	CRG Marine Laboratories, Inc.
	Katherine Hon Consulting, Inc. (DBE)	Natures Images, Inc.
	Estrada Land Planning (SWBE/DBE/MBE)	EnviroMatrix Analytical, Inc.
	Lindtvedt McColl & Associates (DBE)	TB Pennick & Sons, Inc.
	Tri-County Drilling (WBE/DBE)	The Primacy Group
		Resource Planning Associates
	Bob Pitt, Consulting Environmental Engineer	

**Table 2. List of Subconsultants Under Tetra Tech, Inc.**

	Certified Subconsultants	Other Subconsultants
Tetra Tech, Inc.	Allied Geotechnical Engineers, Inc. (MBE/DBE)	Black & Veatch Corporation
	Berggren Land Survey & Mapping Inc. (DBE)	CRG Marine Laboratories, Inc.
	Chambers Group, Inc. (DVBE)	Geosyntech Consultants (OBE)
	CIC Research, Inc. (DBE)	KOA Corporation
	Garbini & Garbini Landscape Architecture, Inc. (WBE/DBE)	LNSB, LLLP Stormwater Services
	Katz & Associates, Inc. (WBE)	MACTEC Engineering and Consulting, Inc.
	Nautilus Environmental, LLC (WBE/DBE)	Nolte Associates, Inc.
	Safework, Inc. (WBE/DBE)	RECON Environmental, Inc.

*Equal Opportunity Contracting*

Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: URS Corporation:  
 \$1,250,000 Certified Firms (10%)  
 \$6,000,000 Other Firms (48%)

Tetra Tech, Inc.:  
 \$1,000,000 Certified Firms (8%)  
 \$7,625,000 Other Firms (61%)

Other: Work Force Reports Submitted. Equal Opportunity Plans required. Staff will monitor plans and adherence to Nondiscrimination Ordinance.

**FISCAL CONSIDERATIONS:** The total not-to-exceed value of the two (2) agreements will be \$25 million (\$12.5 million for each agreement) over a period of five (5) years. Work under these agreements will be funded in increments via the annual fiscal year budget. The City's total obligation on these agreements will be subject to Council approval during the budget approval process for each fiscal year during the 5-year period. Funding for the task orders issued under the agreements will come from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects as identified in the City's annual budget in order to support storm water-related work only. For each task order,

the City Auditor and Comptroller will be requested to furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury.

*Estimated Fiscal Year 2009 Task Order Dollar Amounts*

In Fiscal Year 2009, the Storm Water Department anticipates issuing task orders in the following general areas of work for the indicated estimated dollar amounts (Table 3):

**Table 3. Estimated Dollar Amounts for Fiscal Year 2009 Task Orders Per General Area of Work.**

General Area of Work*	Estimated Dollar Amount
Task Management and Administration	\$75,000
Best Management Practice Development and Engineering	\$2,500,000
Storm Water Infrastructure Asset Management	\$350,000
Environmental Assessment and Permitting	\$100,000
Monitoring and Investigations	\$500,000
Strategic Planning	\$200,000
Program Assessment	\$150,000
<b>Total</b>	<b>\$3,875,000</b>


\*See Attachment 1 for more information regarding each general area of work.


Funds for task orders issued in Fiscal Year 2009 are anticipated to come primarily from the Storm Water Department's Fiscal Year 2009 operating budget and from the Watershed Capital Projects Annual Allocation.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The RFP was advertised in several newspapers, including those serving minority communities, to encourage broad and diverse participation in the competition. Notice of the RFP was also placed on the City's official website.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders include URS Corporation Americas and Tetra Tech, Inc. Establishment of the agreements will facilitate the Storm Water Department's efforts to protect the quality of the City's and region's water bodies and comply with federal and state water quality regulations that will benefit residents and businesses, the region's tourist industry, and the local environment.

  
 Tony Heinrichs  
 Storm Water Department Director

  
 David Jarrell  
 Deputy Chief/Public Works

- Attachments:
1. Scope of Services
  2. Draft Agreement between City of San Diego and URS Corporation Americas (Contract No. H084440)
  2. Draft Agreement between City of San Diego and Tetra Tech, Inc. (Contract No. H084445)



# SCOPE OF SERVICES

## STORM WATER ENGINEERING AND CONSULTING SERVICES

### 1.0 BACKGROUND

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from urban runoff in the most cost efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to, the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City strives to comply with the regulations in the near and long term.

### 2.0 SCOPE OF SERVICES

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. Therefore, identification of specific tasks for the Consultant to perform will be ongoing. As specific regulations and compliance efforts are determined, the Consultant will be authorized in writing by the City to perform said efforts via Task Orders. Anticipated general areas of work are delineated below.

### 3.0 ANTICIPATED GENERAL AREAS OF WORK

At a minimum, the Consultant must be able to perform work in the anticipated general areas delineated below. These areas are not exclusive or exhaustive, and additional areas may/will be identified in the future.

### **3.1 TASK MANAGEMENT & ADMINISTRATION**

As Task Orders are developed and authorized, the Consultant is to play an active role in maintaining schedules and budgets. This will involve conducting regularly scheduled coordination and status meetings with City staff, including associated preparation and follow-ups, maintaining a decision log, providing oral and written reports, and ensuring quality control on all work. The Consultant shall prepare and provide the following items:

- 3.1.1 Meeting schedules
- 3.1.2 Meeting agendas
- 3.1.3 Meeting facilitation
- 3.1.4 Meeting minutes
- 3.1.5 Oral and written (both hard-copy and electronic) evaluation of comments and suggestions and appropriate recommendations
- 3.1.6 Oral and written (both hard-copy and electronic) reports
- 3.1.7 Graphics and visual aides
- 3.1.8 Presentation support and materials
- 3.1.9 Additional items, as required by City staff

### **3.2 BEST MANAGEMENT PRACTICE DEVELOPMENT AND ENGINEERING SERVICES**

Tasks in this area generally involve supporting the City's engineering-related projects and programs. They include, but are not limited to, the following:

- 3.2.1 Preparing conceptual plans for Low Impact Development (LID) projects
- 3.2.2 Designing LID projects and preparing plans, specifications, and estimates
- 3.2.3 Identifying and evaluating the feasibility of sites throughout the City for LID implementation
- 3.2.4 Determining percolation and other geotechnical parameters at proposed LID sites
- 3.2.5 Determining general and site-specific subsurface drainage behaviors resulting from proposed storm water infiltration best management practices (BMPs)
- 3.2.6 Sizing BMPs by using hydrologic analyses appropriate for concept-level design
- 3.2.7 Estimating the pollutant removal performance of proposed BMPs, including peak flow reduction
- 3.2.8 Assisting with the implementation of LID projects, including small construction (e.g., rain barrel installation)
- 3.2.9 Assisting with the maintenance of LID projects
- 3.2.10 Monitoring and assessing LID projects as to load reduction and water quality improvement achievements and the

challenges/issues associated with all project phases (i.e., “lessons learned”)

- 3.2.11 Supporting City staff with storm water-related project plan checks
- 3.2.12 Assisting with the formulation of development regulations
- 3.2.13 Preparing oral and written assessment reports and making appropriate recommendations therein

### **3.3 STORM WATER INFRASTRUCTURE ASSET MANAGEMENT SERVICES**

Tasks in this area generally involve supporting the City’s efforts to efficiently manage its storm water infrastructure assets in a way beneficial to water quality. They include, but are not limited to, the following:

- 3.3.1 Supporting the City’s decisions on future infrastructure investments through data collection and inventorying, modeling, and analyses
- 3.3.2 Conducting infrastructure master planning
- 3.3.3 Modeling and optimizing system performance
- 3.3.4 Conducting conditions assessments
- 3.3.5 Identifying utilities and coordinating with the responsible parties
- 3.3.6 Performing short-range and long-range project planning
- 3.3.7 Performing value engineering
- 3.3.8 Compiling a GIS inventory of natural drainage features and surface drainage features
- 3.3.9 Preparing oral and written reports and making appropriate recommendations therein

### **3.4 ENVIRONMENTAL ASSESSMENT AND PERMITTING SERVICES**

Tasks in this area generally involve supporting the City in complying with the environmental regulations and permitting requirements associated with the implementation of its storm water projects and programs. They include the following:

- 3.4.1 Conducting technical and environmental studies, investigations, and reports to support BMP development efforts in the following disciplines:
  - 3.4.1.1 Geology/Geotechnical Hazards
  - 3.4.1.2 Hydrology/Water Quality
  - 3.4.1.3 Biology
  - 3.4.1.4 Native American/Archeology/Cultural Resources
  - 3.4.1.5 Paleontology
  - 3.4.1.6 Land Use
  - 3.4.1.7 Public Health and Safety

- 3.4.1.8 Noise
- 3.4.1.9 Traffic/Transportation/Circulation
- 3.4.1.10 Air Quality/Odors
- 3.4.1.11 Aesthetics/Landform Alteration
- 3.4.1.12 Socioeconomics
- 3.4.1.13 Recreation and Public Facilities/Utilities
- 3.4.1.14 Surveying potential permitting and environmental issues associated with BMP development efforts
- 3.4.2 Supporting the City in complying with applicable environmental and permitting regulations associated with, but not limited to, the following:
  - 3.4.2.1 California Environmental Quality Act (CEQA)
  - 3.4.2.2 National Environmental Policy Act (NEPA)
  - 3.4.2.3 City of San Diego Land Development Code (LDC)
  - 3.4.2.4 City of San Diego Environmentally Sensitive Land (ESL) regulations
- 3.4.3 Evaluating potential sites throughout the City for BMP implementation feasibility, preparing reports, and making appropriate recommendations
- 3.4.4 Conducting peer review of technical and environmental studies and investigations performed by other consultants

### **3.5 MONITORING AND INVESTIGATIONS**

Tasks in this area generally involve supporting the City's monitoring, investigation, and special study efforts associated with multiple regulations. They include, but are not limited to, the following:

- 3.5.1 Conducting special monitoring studies and investigations associated with, but not limited to, the following:
  - 3.5.1.1 Municipal Storm Water Permit
  - 3.5.1.2 TMDLs
  - 3.5.1.3 ASBS
  - 3.5.1.4 CAOs
- 3.5.2 Conducting computer modeling
- 3.5.3 Performing field work to collect data from various media (water, sediment, soil, and air)
- 3.5.4 Conducting literature reviews related to past studies
- 3.5.5 Preparing reports assessing data and making appropriate recommendations to the City

### **3.6 STRATEGIC PLANNING**

Tasks in this area generally involve supporting the City in planning its efforts to meet regulatory requirements in a proactive and efficient manner. They include, but are not limited to, the following:

- 3.6.1 Updating the City's *Strategic Plan for Watershed Activity Implementation*
- 3.6.2 Preparing BMP master plans for specific drainage areas in the City to bring those areas into complete compliance with current and anticipated water quality regulatory requirements
- 3.6.3 Developing BMP implementation plans in response to adopted TMDL regulations
- 3.6.4 Reviewing and evaluating documents issued by regulatory agencies with regards to potential impacts to the City and preparing reports with appropriate recommendations
- 3.6.5 Conducting computer modeling of pollutant loading in support of the City's review and evaluation of proposed TMDL regulations
- 3.6.6 Conducting cost estimation studies associated with implementation of master plans and projects
- 3.6.7 Researching potential BMPs (both structural and non-structural) for implementation, reporting findings, and making appropriate recommendations; this task may include, but are not limited to, the following:
  - 3.6.7.1 Conducting a commercial BMP industry-wide survey
  - 3.6.7.2 Meeting with industry representatives to evaluate commercial BMPs
- 3.6.8 Performing research and analysis regarding the feasibility of a storm water utility fee
- 3.6.9 Preparing grant applications and assisting with grant implementation

### 3.7 PROGRAM ASSESSMENT SERVICES

Tasks in this area generally involve supporting the City in assessing the effectiveness and efficiency of its storm water projects and programs and preparing reports for submittal to regulatory agencies. They include, but are not limited to, the following:

- 3.7.1 Preparing various written reports to regulatory agencies on the City's storm water efforts
- 3.7.2 Assisting with the refinement of the City's program-wide assessment framework and processes
- 3.7.3 Assisting with the development of project-specific assessment work plans that fit into the City's program-wide assessment framework
- 3.7.4 Assessing programs and projects and preparing oral and written (both hard-copy and electronic) reports
- 3.7.5 Assisting with the evaluation of database needs and making appropriate recommendations to facilitate assessment and reporting; this task may include coordination with efforts to establish a more integrated City-wide database and network

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
URS CORPORATION AMERICAS  
FOR  
AS-NEEDED STORM WATER ENGINEERING  
AND CONSULTING SERVICES**

**CONTRACT NUMBER: H084440**

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
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**EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee 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

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND URS CORPORATION AMERICAS  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and URS Corporation dba URS Corporation Americas to provide Professional Services to the City for storm water engineering and consulting services on an as-needed basis.

**RECITALS**

The City wants to retain the services of a professional storm water engineering firm to provide the Professional Services on an as-needed, hourly fee basis.

The City is concerned that one Design Professional may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Design Professional to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Design Professional.

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

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 on an as-needed, hourly fee basis [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and 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 scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Design Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Design Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

**1.1.2 Non-Exclusivity.** The Design Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Design Professionals to perform substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Task Administrator.** The Storm Water Department is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Storm Water 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. Further, 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 designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in any Task 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 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 Tasks, 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 changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, 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 Task.

## 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, this Agreement shall be effective for issuing "new" Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration for issuance of "new" Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. "Active" Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.

**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 any Task shall be set forth in the Task Order.

**2.3 Notification of Delay.** The Design Professional shall immediately notify the City in writing if Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, 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 the 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 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 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 the Design Professional's Professional Services on all Task(s). 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 perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task

Order. 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 all reasonably related expenses, in an amount not to exceed twelve million, five hundred thousand dollars (\$12,500,000). The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

**3.2 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. 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 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.

**3.3 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.

**3.4 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 for any Task; or (2) where the total cost for performance of the Scope of Services

appears that it may be greater or less than the maximum compensation for this Agreement or for any Task.

## 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 storm water 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 one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). 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 two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) 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 automobile 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 work, 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** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

**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 Design Professional 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 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through

resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the 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 Work (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 Consultant hereby certifies 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 Contractor, 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 Contractor, 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 of the 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 Design Long Form As-Needed

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: Storm Water Department, 9370 Chesapeake Drive, Suite 100, MS 1900, San Diego, CA 92123 and notice to the Design Professional shall be addressed to: URS Corporation Americas, 1615 Murray Canyon Road, Suite 1000, San Diego, CA 92108.

**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: Ed Othmer, Steve Brinigar, Bryn Evans, Leo Handfelt, Tom Sweet, Michael Parenti, and Angela Leiba [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 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. This form must be received by the City prior to competing for or being awarded any contracts.

*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 Resolution No. R-\_\_\_\_\_, authorizing such execution, and by the Design Professional pursuant to the Certificate of the Secretary of URS Corporation dba URS Corporation Americas dated October 3, 2008.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind URS Corporation Americas and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_

Edward F. Othmer  
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_,

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_

Frederick M. Ortlieb  
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee 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

# SCOPE OF SERVICES

## STORM WATER ENGINEERING AND CONSULTING SERVICES

### 1.0 BACKGROUND

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from urban runoff in the most cost efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to, the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City strives to comply with the regulations in the near and long term.

### 2.0 SCOPE OF SERVICES

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. Therefore, identification of specific tasks for the Consultant to perform will be ongoing. As specific regulations and compliance efforts are determined, the Consultant will be authorized in writing by the City to perform said efforts via Task Orders. Anticipated general areas of work are delineated below.

### 3.0 ANTICIPATED GENERAL AREAS OF WORK

At a minimum, the Consultant must be able to perform work in the anticipated general areas delineated below. These areas are not exclusive or exhaustive, and additional areas may/will be identified in the future.

### **3.1 TASK MANAGEMENT & ADMINISTRATION**

As Task Orders are developed and authorized, the Consultant is to play an active role in maintaining schedules and budgets. This will involve conducting regularly scheduled coordination and status meetings with City staff, including associated preparation and follow-ups, maintaining a decision log, providing oral and written reports, and ensuring quality control on all work. The Consultant shall prepare and provide the following items:

- 3.1.1 Meeting schedules
- 3.1.2 Meeting agendas
- 3.1.3 Meeting facilitation
- 3.1.4 Meeting minutes
- 3.1.5 Oral and written (both hard-copy and electronic) evaluation of comments and suggestions and appropriate recommendations
- 3.1.6 Oral and written (both hard-copy and electronic) reports
- 3.1.7 Graphics and visual aides
- 3.1.8 Presentation support and materials
- 3.1.9 Additional items, as required by City staff

### **3.2 BEST MANAGEMENT PRACTICE DEVELOPMENT AND ENGINEERING SERVICES**

Tasks in this area generally involve supporting the City's engineering-related projects and programs. They include, but are not limited to, the following:

- 3.2.1 Preparing conceptual plans for Low Impact Development (LID) projects
- 3.2.2 Designing LID projects and preparing plans, specifications, and estimates
- 3.2.3 Identifying and evaluating the feasibility of sites throughout the City for LID implementation
- 3.2.4 Determining percolation and other geotechnical parameters at proposed LID sites
- 3.2.5 Determining general and site-specific subsurface drainage behaviors resulting from proposed storm water infiltration best management practices (BMPs)
- 3.2.6 Sizing BMPs by using hydrologic analyses appropriate for concept-level design
- 3.2.7 Estimating the pollutant removal performance of proposed BMPs, including peak flow reduction
- 3.2.8 Assisting with the implementation of LID projects, including small construction (e.g., rain barrel installation)
- 3.2.9 Assisting with the maintenance of LID projects
- 3.2.10 Monitoring and assessing LID projects as to load reduction and water quality improvement achievements and the

challenges/issues associated with all project phases (i.e., “lessons learned”)

- 3.2.11 Supporting City staff with storm water-related project plan checks
- 3.2.12 Assisting with the formulation of development regulations
- 3.2.13 Preparing oral and written assessment reports and making appropriate recommendations therein

### **3.3 STORM WATER INFRASTRUCTURE ASSET MANAGEMENT SERVICES**

Tasks in this area generally involve supporting the City’s efforts to efficiently manage its storm water infrastructure assets in a way beneficial to water quality. They include, but are not limited to, the following:

- 3.3.1 Supporting the City’s decisions on future infrastructure investments through data collection and inventorying, modeling, and analyses
- 3.3.2 Conducting infrastructure master planning
- 3.3.3 Modeling and optimizing system performance
- 3.3.4 Conducting conditions assessments
- 3.3.5 Identifying utilities and coordinating with the responsible parties
- 3.3.6 Performing short-range and long-range project planning
- 3.3.7 Performing value engineering
- 3.3.8 Compiling a GIS inventory of natural drainage features and surface drainage features
- 3.3.9 Preparing oral and written reports and making appropriate recommendations therein

### **3.4 ENVIRONMENTAL ASSESSMENT AND PERMITTING SERVICES**

Tasks in this area generally involve supporting the City in complying with the environmental regulations and permitting requirements associated with the implementation of its storm water projects and programs. They include the following:

- 3.4.1 *Conducting technical and environmental studies, investigations, and reports to support BMP development efforts in the following disciplines:*
  - 3.4.1.1 Geology/Geotechnical Hazards
  - 3.4.1.2 Hydrology/Water Quality
  - 3.4.1.3 Biology
  - 3.4.1.4 Native American/Archeology/Cultural Resources
  - 3.4.1.5 Paleontology
  - 3.4.1.6 Land Use
  - 3.4.1.7 Public Health and Safety

- 3.4.1.8 Noise
- 3.4.1.9 Traffic/Transportation/Circulation
- 3.4.1.10 Air Quality/Odors
- 3.4.1.11 Aesthetics/Landform Alteration
- 3.4.1.12 Socioeconomics
- 3.4.1.13 Recreation and Public Facilities/Utilities
- 3.4.1.14 Surveying potential permitting and environmental issues associated with BMP development efforts
- 3.4.2 Supporting the City in complying with applicable environmental and permitting regulations associated with, but not limited to, the following:
  - 3.4.2.1 California Environmental Quality Act (CEQA)
  - 3.4.2.2 National Environmental Policy Act (NEPA)
  - 3.4.2.3 City of San Diego Land Development Code (LDC)
  - 3.4.2.4 City of San Diego Environmentally Sensitive Land (ESL) regulations
- 3.4.3 Evaluating potential sites throughout the City for BMP implementation feasibility, preparing reports, and making appropriate recommendations
- 3.4.4 Conducting peer review of technical and environmental studies and investigations performed by other consultants

### **3.5 MONITORING AND INVESTIGATIONS**

Tasks in this area generally involve supporting the City's monitoring, investigation, and special study efforts associated with multiple regulations. They include, but are not limited to, the following:

- 3.5.1 Conducting special monitoring studies and investigations associated with, but not limited to, the following:
  - 3.5.1.1 Municipal Storm Water Permit
  - 3.5.1.2 TMDLs
  - 3.5.1.3 ASBS
  - 3.5.1.4 CAOs
- 3.5.2 Conducting computer modeling
- 3.5.3 Performing field work to collect data from various media (water, sediment, soil, and air)
- 3.5.4 Conducting literature reviews related to past studies
- 3.5.5 Preparing reports assessing data and making appropriate recommendations to the City

### **3.6 STRATEGIC PLANNING**

Tasks in this area generally involve supporting the City in planning its efforts to meet regulatory requirements in a proactive and efficient manner. They include, but are not limited to, the following:

- 3.6.1 Updating the City's *Strategic Plan for Watershed Activity Implementation*
- 3.6.2 Preparing BMP master plans for specific drainage areas in the City to bring those areas into complete compliance with current and anticipated water quality regulatory requirements
- 3.6.3 Developing BMP implementation plans in response to adopted TMDL regulations
- 3.6.4 Reviewing and evaluating documents issued by regulatory agencies with regards to potential impacts to the City and preparing reports with appropriate recommendations
- 3.6.5 Conducting computer modeling of pollutant loading in support of the City's review and evaluation of proposed TMDL regulations
- 3.6.6 Conducting cost estimation studies associated with implementation of master plans and projects
- 3.6.7 Researching potential BMPs (both structural and non-structural) for implementation, reporting findings, and making appropriate recommendations; this task may include, but are not limited to, the following:
  - 3.6.7.1 Conducting a commercial BMP industry-wide survey
  - 3.6.7.2 Meeting with industry representatives to evaluate commercial BMPs
- 3.6.8 *Performing research and analysis regarding the feasibility of a storm water utility fee*
- 3.6.9 Preparing grant applications and assisting with grant implementation

### 3.7 PROGRAM ASSESSMENT SERVICES

Tasks in this area generally involve supporting the City in assessing the effectiveness and efficiency of its storm water projects and programs and preparing reports for submittal to regulatory agencies. They include, but are not limited to, the following:

- 3.7.1 *Preparing various written reports to regulatory agencies on the City's storm water efforts*
- 3.7.2 Assisting with the refinement of the City's program-wide assessment framework and processes
- 3.7.3 Assisting with the development of project-specific assessment work plans that fit into the City's program-wide assessment framework
- 3.7.4 Assessing programs and projects and preparing oral and written (both hard-copy and electronic) reports
- 3.7.5 Assisting with the evaluation of database needs and making appropriate recommendations to facilitate assessment and reporting; this task may include coordination with efforts to establish a more integrated City-wide database and network

**TASK ORDER AUTHORIZATION FOR  
PROFESSIONAL SERVICES [TASK ORDER]**

<b>Consultant:</b>	
<b>Agreement:</b>	
<b>Task Order No.:</b>	<b>Date:</b>
Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.	
<b>Part A</b>	<b>Scope of Services</b>
1.1	Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.
<b>Part B</b>	<b>Task Order Compensation .</b>
City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.	
The not to exceed cost for the Scope of Services for this Task Order is \$ _____ .	
<b>Part C</b>	<b>Personnel Commitment</b>
The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.	
<b>Part D</b>	<b>Time Sequence</b>
All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.	
<b>City of San Diego</b>	<b>Consultant</b>
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name:	
(Type)	
Title:	
Date:	



## COMPENSATION AND FEE SCHEDULE

Labor Category	Hourly Billing Rates
Principal-in-Charge	\$ 276.53
Project Manager	\$ 183.80
Principal Engineer/Scientist	\$ 178.76
Senior Project Engineer/Scientist	\$ 118.65
Project Engineer/Scientist	\$ 92.95
Engineer/Scientist	\$ 71.56
Technician	\$ 77.48
Drafter/Illustrator	\$ 68.93
Word Processor/Clerical	\$ 70.28

**Overtime**

Nonexempt employees shall be compensated overtime at a rate of:

- One and one-half (1.5) times the employee's regular rate or pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a work week; and
- Two (2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a work week.

**Annual Rate Adjustment**

Annual rate adjustment requests must be submitted in writing for the City's review/approval thirty (30) days before the anniversary of the Agreement effective date, or expiration of the "in force" approved rate, whichever is applicable. Said proposed adjustments shall not exceed five percent (5%).

**Subcontractors and Equipment Rental**

The cost of services subcontracted by URS Corporation Americas to others and other costs incurred by URS Corporation Americas will be charged at cost plus seven percent (7%) (invoices/receipts required).

**Computers**

The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, Geographic Information Systems (GIS) modeling applications, and similar technical computing is \$35.00 per hour.

**Plots**

The following charges will apply for color paper plots generated by the CADD and GIS systems: \$1.00 for 8½×11, \$1.25 for 11×17, \$24.00 for 24×36, and \$36.00 for 36×48. There will be a charge of \$5.00 for each non-color paper plot and \$15.00 for each mylar plot.

**Reproduction**

In-house reproduction will be charged at \$0.10 per page for black and white and \$1.00 per page for color.

**Vehicles and Mileage**

Field vehicles (pickups, vans, trucks, etc.) used on project assignments will be charged based on mileage. Mileage reimbursement rate will be at the maximum current approved City of San Diego mileage rate.

**Travel Expenses**

Rental vehicle, airfare, train, and/or lodging will be reimbursed at actual costs (receipts required).

**Per Diem**

Per diem will be reimbursed at actual costs (receipts required) up to a maximum of \$50/day.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONTRACTOR REQUIREMENTS**

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**I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

**II. Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, 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, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, 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 subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting 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. Compliance Investigations. 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 Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. **Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. *The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;*
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants 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. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subconsultant 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, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer'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. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.

3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

- A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.
  1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. 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(ies). 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(ies). 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(ies).

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



**VIII. Certification.**

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

**IX. List of Attachments.**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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.

CONTRACTOR IDENTIFICATION

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

Name of Company: URS Corporation

AKA/DBA: URS Corporation Americas

Address (Corporate Headquarters, where applicable): 600 Montgomery Street

City San Francisco County San Francisco State CA Zip 94111

Telephone Number: (415) 774-2700 FAX Number: (415) 398-1905

Name of Company CEO: Martin Koffel

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

Address: 1615 Murray Canyon Road, Suite 1000

City San Diego County San Diego State CA Zip 92108

Telephone Number: (619) 294-9400 FAX Number: (619) 293-7920

Type of Business: Engineering Type of License: Business / Engineering

The Company has appointed: Julie Hines

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: 2020 E. First Street, Suite 400, Santa Ana, CA 92705

Telephone Number: (714) 648-2715 FAX Number: (714) 973-4054

- [x] 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 URS Corporation Americas

(Firm Name)

San Diego

California

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25 day of June, 2008

Stephen Brinigar

Stephen Brinigar

(Authorized Signature)

(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: URS Corporation Americas DATE: June 25, 2008

OFFICE(S) or BRANCH(ES): San Diego 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	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											8	2		
Professional	1		1	1	8	5					40	25	1	1
A&E, Science, Computer	1		1	2	3	1					14	11		
Technical			2		1						10	7		
Sales														
Administrative Support	1	2		5								7		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	2	4	8	12	6					72	52	1	1
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Grand Total All Employees 161

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.<sup>1</sup> 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.<sup>2</sup> 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.<sup>1,2</sup> 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.<sup>2</sup>

**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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

**TYPES OF WORK FORCE REPORTS:**

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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

**INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:**

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	MBE/ WBE/DBE/ DWBE/OBE	WHERE CERTIFIED
MWH	Asset Management, Strategic Planning, Program Assessment	35%	\$4,375,000	N/A	N/A
Pat-Chem Laboratories	Environmental Testing	5%	\$625,000	DBE	Caltrans
Wallace Laboratories	Lab Soils Fertility	1%	\$125,000	N/A	Caltrans
Nautilus Environmental	Lab Toxicity	.5%	\$62,500	DBE	Caltrans
CRG Marine Laboratories	Lab-Water Chemistry	2.5%	\$312,500	SBE	N/A
Laboratory Data Consultants, Inc.	Data Validation	2%	\$250,000	DBE, MBE	Caltrans
Natures Image, Inc.	BMP OM&M	2%	\$250,000	N/A	Caltrans
EnviroMatrix Analytical, Inc.	Analytical Laboratory	.5%	\$62,500	SBE	City
Katherine Hon Consulting, Inc.	NEPA/CEQA	1%	\$125,000	DBE	City
Estrada Land Planning	Landscape Architecture	2%	\$250,000	SWBE, DBE, MBE	Caltrans
TB Penick & Sons, Inc.	Porous Pavement	2.5%	\$312,500	N/A	N/A
Linvectr McColl & Associates	Surveyor	1%	\$125,000	DBE	Caltrans
Tri-County Drilling	Driller	1%	\$125,000	WBE, DBE	Caltrans
The Primacy Group	Political Consultant	.5%	\$62,500	N/A	N/A
Resource Planning Associates	Technical Advisor	1%	\$125,000	N/A	N/A
Bob Pitt, Consulting Environmental Engineer	Technical Advisor	.5%	\$62,500	N/A	N/A

\* *For information only.* As appropriate, Proposer shall identify Subconsultants as:

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

\*\* *For information only.* As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

## CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: \_\_\_\_\_ PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ INVOICE PERIOD: \_\_\_\_\_ DATE: \_\_\_\_\_

Include Additional Services Not-To-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by \_\_\_\_\_



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EXHIBIT E

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** \_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
Name under which business is conducted

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

Signed \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## DETERMINATION FORM

INSTRUCTION SHEET  
(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&rid=/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 all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
5. 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](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name:
2. Name of Specific Consultant & Company:
3. Address, City, State, ZIP
4. Project Title (as shown on 1472, "Request for Council Action")
5. Consultant Duties for Project:

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.]

Blank lines for listing specific economic interests.

By: [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.

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EXHIBIT G

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).

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:

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.



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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.
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**

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

**Section I**

<b>1. PROJECT DATA</b>		<b>2. CONSULTANT DATA</b>	
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 (    ) _____	
<b>3. CITY DEPARTMENT RESPONSIBLE</b>			
3a. Department (include division):		3b. Project Manager (address & phone):	
<b>4. CONTRACT DATA (DESIGN AND CONSTRUCTION)</b>			
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	_____
<b>5. Construction</b>			
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 \$ _____	
<b>6. OVERALL RATING (Please ensure Section II is completed)</b>			
	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			
<b>7. AUTHORIZING SIGNATURES</b>			
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				
Adherence 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 \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



The City of San Diego  
Purchasing and Contracting Department  
Contractor / Vendor Registration

Vendor ID: [Redacted]  
(To be provided by City)

Firm Information

Firm Name: [Redacted]  
Firm Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]  
Phone: [Redacted] Fax: [Redacted]  
Taxpayer ID: [Redacted] Business License: [Redacted]  
Website: [Redacted]

Contact Information

Name: [Redacted]  
Title: [Redacted]  
Email: [Redacted]  
Phone: [Redacted] Cell: [Redacted]

Address to Which Bids or Contracting Opportunities Should Be Sent  
(If different from above)

Check here if same from above

Mailing Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]

Construction Licenses (If applicable)

License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]

Form continues on reverse side

**Product/Services Description:**

[Redacted area]

**Product/Services Information:**

NAICS Codes: [Redacted area]

\*select from a list of available NAICS Codes either from the website <http://www.census.gov/cped/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

**Ownership Classification**

Classification: [Redacted area]

(\* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #: [Redacted area]

Agency: [Redacted area]

Certification #: [Redacted area]

Agency: [Redacted area]

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

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.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
TETRA TECH, INC.  
FOR  
AS-NEEDED STORM WATER ENGINEERING  
AND CONSULTING SERVICES**

**CONTRACT NUMBER: H084445**

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
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- Exhibit G - City Council Green Building Policy 900-14
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- Exhibit I - Vendor Registration Form

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND TETRA TECH, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Tetra Tech, Inc. to provide Professional Services to the City for storm water engineering and consulting services on an as-needed basis.

**RECITALS**

The City wants to retain the services of a professional storm water engineering firm to provide the Professional Services on an as-needed, hourly fee basis.

The City is concerned that one Design Professional may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Design Professional to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Design Professional.

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

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 on an as-needed, hourly fee basis [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and 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 scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Design Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Design Professional shall complete and execute the Task Order which must be approved in

writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

**1.1.2 Non-Exclusivity.** The Design Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Design Professionals to perform substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Task Administrator.** The Storm Water Department is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Storm Water 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. Further, 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 designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in any Task 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 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 Tasks, 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 changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, 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 Task.

## 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, this Agreement shall be effective for issuing "new" Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration for issuance of "new" Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. "Active" Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.

**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 any Task shall be set forth in the Task Order.

**2.3 Notification of Delay.** The Design Professional shall immediately notify the City in writing if Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, 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 the 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 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 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 the Design Professional's Professional Services on all Task(s). 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 perform or adequately perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. 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 all reasonably related expenses, in an amount not to exceed twelve million, five hundred thousand dollars (\$12,500,000). The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

**3.2 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. 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 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.

**3.3 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.

**3.4 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 for any Task; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement or for any Task.

## 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 storm water 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 one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). 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 two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) 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 automobile 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 work, 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** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

**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 Design Professional 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 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through

resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the 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 Work (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 Consultant hereby certifies 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 Contractor, 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 Contractor, 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 of the 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 Design Long Form As-Needed

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: Storm Water Department, 9370 Chesapeake Drive, Suite 100, MS 1900, San Diego, CA 92123; and notice to the Design Professional shall be addressed to: Tetra Tech, Inc., 1230 Columbia Street, Suite 1000, San Diego, CA 92101.

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

**9.3 Non-Assignment.** The 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: Stephen Carter, Howard Arnold, Leslie Shoemaker, John Craig, Esther Peters, Scott Struck, Jonathan Butcher, Tham Saravanapavan, Yen-Hsu Chen, and Steve Ellis [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 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. This form must be received by the City prior to competing for or being awarded any contracts.

*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 Resolution No. R-\_\_\_\_\_, authorizing such execution, and by the Design Professional pursuant to the Certificate of the Secretary of Tetra Tech, Inc., dated October 1, 2008.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind Tetra Tech, Inc. and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_

John Craig  
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_,

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_

Frederick M. Ortlieb  
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - *Compensation and Fee 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

# SCOPE OF SERVICES

## STORM WATER ENGINEERING AND CONSULTING SERVICES

### 1.0 BACKGROUND

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from urban runoff in the most cost efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to, the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City strives to comply with the regulations in the near and long term.

### 2.0 SCOPE OF SERVICES

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. Therefore, identification of specific tasks for the Consultant to perform will be ongoing. As specific regulations and compliance efforts are determined, the Consultant will be authorized in writing by the City to perform said efforts via Task Orders. Anticipated general areas of work are delineated below.

### 3.0 ANTICIPATED GENERAL AREAS OF WORK

At a minimum, the Consultant must be able to perform work in the anticipated general areas delineated below. These areas are not exclusive or exhaustive, and additional areas may/will be identified in the future.

### 3.1 TASK MANAGEMENT & ADMINISTRATION

As Task Orders are developed and authorized, the Consultant is to play an active role in maintaining schedules and budgets. This will involve conducting regularly scheduled coordination and status meetings with City staff, including associated preparation and follow-ups, maintaining a decision log, providing oral and written reports, and ensuring quality control on all work. The Consultant shall prepare and provide the following items:

- 3.1.1 Meeting schedules
- 3.1.2 Meeting agendas
- 3.1.3 Meeting facilitation
- 3.1.4 Meeting minutes
- 3.1.5 Oral and written (both hard-copy and electronic) evaluation of comments and suggestions and appropriate recommendations
- 3.1.6 Oral and written (both hard-copy and electronic) reports
- 3.1.7 Graphics and visual aides
- 3.1.8 Presentation support and materials
- 3.1.9 Additional items, as required by City staff

### 3.2 BEST MANAGEMENT PRACTICE DEVELOPMENT AND ENGINEERING SERVICES

Tasks in this area generally involve supporting the City's engineering-related projects and programs. They include, but are not limited to, the following:

- 3.2.1 Preparing conceptual plans for Low Impact Development (LID) projects
- 3.2.2 Designing LID projects and preparing plans, specifications, and estimates
- 3.2.3 Identifying and evaluating the feasibility of sites throughout the City for LID implementation
- 3.2.4 Determining percolation and other geotechnical parameters at proposed LID sites
- 3.2.5 Determining general and site-specific subsurface drainage behaviors resulting from proposed storm water infiltration best management practices (BMPs)
- 3.2.6 Sizing BMPs by using hydrologic analyses appropriate for concept-level design
- 3.2.7 Estimating the pollutant removal performance of proposed BMPs, including peak flow reduction
- 3.2.8 Assisting with the implementation of LID projects, including small construction (e.g., rain barrel installation)
- 3.2.9 Assisting with the maintenance of LID projects
- 3.2.10 Monitoring and assessing LID projects as to load reduction and water quality improvement achievements and the

challenges/issues associated with all project phases (i.e., "lessons learned")

- 3.2.11 Supporting City staff with storm water-related project plan checks
- 3.2.12 Assisting with the formulation of development regulations
- 3.2.13 Preparing oral and written assessment reports and making appropriate recommendations therein

### **3.3 STORM WATER INFRASTRUCTURE ASSET MANAGEMENT SERVICES**

Tasks in this area generally involve supporting the City's efforts to efficiently manage its storm water infrastructure assets in a way beneficial to water quality. They include, but are not limited to, the following:

- 3.3.1 Supporting the City's decisions on future infrastructure investments through data collection and inventorying, modeling, and analyses
- 3.3.2 Conducting infrastructure master planning
- 3.3.3 Modeling and optimizing system performance
- 3.3.4 Conducting conditions assessments
- 3.3.5 Identifying utilities and coordinating with the responsible parties
- 3.3.6 *Performing short-range and long-range project planning*
- 3.3.7 Performing value engineering
- 3.3.8 Compiling a GIS inventory of natural drainage features and surface drainage features
- 3.3.9 Preparing oral and written reports and making appropriate recommendations therein

### **3.4 ENVIRONMENTAL ASSESSMENT AND PERMITTING SERVICES**

Tasks in this area generally involve supporting the City in complying with the environmental regulations and permitting requirements associated with the implementation of its storm water projects and programs. They include the following:

- 3.4.1 Conducting technical and environmental studies, investigations, and reports to support BMP development efforts in the following disciplines:
  - 3.4.1.1 Geology/Geotechnical Hazards
  - 3.4.1.2 Hydrology/Water Quality
  - 3.4.1.3 Biology
  - 3.4.1.4 Native American/Archeology/Cultural Resources
  - 3.4.1.5 Paleontology
  - 3.4.1.6 Land Use
  - 3.4.1.7 Public Health and Safety

- 3.4.1.8 Noise
- 3.4.1.9 Traffic/Transportation/Circulation
- 3.4.1.10 Air Quality/Odors
- 3.4.1.11 Aesthetics/Landform Alteration
- 3.4.1.12 Socioeconomics
- 3.4.1.13 Recreation and Public Facilities/Utilities
- 3.4.1.14 Surveying potential permitting and environmental issues associated with BMP development efforts
- 3.4.2 Supporting the City in complying with applicable environmental and permitting regulations associated with, but not limited to, the following:
  - 3.4.2.1 California Environmental Quality Act (CEQA)
  - 3.4.2.2 National Environmental Policy Act (NEPA)
  - 3.4.2.3 City of San Diego Land Development Code (LDC)
  - 3.4.2.4 City of San Diego Environmentally Sensitive Land (ESL) regulations
- 3.4.3 Evaluating potential sites throughout the City for BMP implementation feasibility, preparing reports, and making appropriate recommendations
- 3.4.4 Conducting peer review of technical and environmental studies and investigations performed by other consultants

### 3.5 MONITORING AND INVESTIGATIONS

Tasks in this area generally involve supporting the City's monitoring, investigation, and special study efforts associated with multiple regulations. They include, but are not limited to, the following:

- 3.5.1 Conducting special monitoring studies and investigations associated with, but not limited to, the following:
  - 3.5.1.1 Municipal Storm Water Permit
  - 3.5.1.2 TMDLs
  - 3.5.1.3 ASBS
  - 3.5.1.4 CAOs
- 3.5.2 Conducting computer modeling
- 3.5.3 Performing field work to collect data from various media (water, sediment, soil, and air)
- 3.5.4 Conducting literature reviews related to past studies
- 3.5.5 Preparing reports assessing data and making appropriate recommendations to the City

### 3.6 STRATEGIC PLANNING

Tasks in this area generally involve supporting the City in planning its efforts to meet regulatory requirements in a proactive and efficient manner. They include, but are not limited to, the following:

- 3.6.1 Updating the City's *Strategic Plan for Watershed Activity Implementation*
- 3.6.2 Preparing BMP master plans for specific drainage areas in the City to bring those areas into complete compliance with current and anticipated water quality regulatory requirements
- 3.6.3 Developing BMP implementation plans in response to adopted TMDL regulations
- 3.6.4 Reviewing and evaluating documents issued by regulatory agencies with regards to potential impacts to the City and preparing reports with appropriate recommendations
- 3.6.5 Conducting computer modeling of pollutant loading in support of the City's review and evaluation of proposed TMDL regulations
- 3.6.6 Conducting cost estimation studies associated with implementation of master plans and projects
- 3.6.7 Researching potential BMPs (both structural and non-structural) for implementation, reporting findings, and making appropriate recommendations; this task may include, but are not limited to, the following:
  - 3.6.7.1 Conducting a commercial BMP industry-wide survey
  - 3.6.7.2 Meeting with industry representatives to evaluate commercial BMPs
- 3.6.8 Performing research and analysis regarding the feasibility of a storm water utility fee
- 3.6.9 Preparing grant applications and assisting with grant implementation

### 3.7 PROGRAM ASSESSMENT SERVICES

Tasks in this area generally involve supporting the City in assessing the effectiveness and efficiency of its storm water projects and programs and preparing reports for submittal to regulatory agencies. They include, but are not limited to, the following:

- 3.7.1 Preparing various written reports to regulatory agencies on the City's storm water efforts
- 3.7.2 Assisting with the refinement of the City's program-wide assessment framework and processes
- 3.7.3 Assisting with the development of project-specific assessment work plans that fit into the City's program-wide assessment framework
- 3.7.4 Assessing programs and projects and preparing oral and written (both hard-copy and electronic) reports
- 3.7.5 Assisting with the evaluation of database needs and making appropriate recommendations to facilitate assessment and reporting; this task may include coordination with efforts to establish a more integrated City-wide database and network

**TASK ORDER AUTHORIZATION FOR  
PROFESSIONAL SERVICES [TASK ORDER]**

<b>Consultant:</b>	
<b>Agreement:</b>	
<b>Task Order No.:</b>	<b>Date:</b>
Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.	
<b>Part A</b>	<b>Scope of Services</b>
1.1	Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.
<b>Part B</b>	<b>Task Order Compensation</b>
City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.	
The not to exceed cost for the Scope of Services for this Task Order is \$ _____.	
<b>Part C</b>	<b>Personnel Commitment</b>
The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.	
<b>Part D</b>	<b>Time Sequence</b>
All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.	
<b>City of San Diego</b>	<b>Consultant</b>
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name:	
(Type)	
Title:	
Date:	



## COMPENSATION AND FEE SCHEDULE

Job Category	Fully Burdened Hourly Rate
Principal	\$ 198.98
Project Manager	\$ 170.56
Senior Civil Engineer	\$ 153.50
Associate Civil Engineer	\$ 119.39
Junior Civil Engineer	\$ 85.28
Senior Water Resources Specialist	\$ 139.29
Associate Water Resources Specialist	\$ 105.18
Junior Water Resources Specialist	\$ 76.75
Senior Planner	\$ 139.29
Associate Planner	\$ 105.18
Senior Environmental Scientist	\$ 130.76
Associate Environmental Scientist	\$ 102.33
Junior Environmental Scientist	\$ 65.38
Senior Hydrologist	\$ 142.13
Staff Hydrologist	\$ 113.70
Senior Hydrogeologist	\$ 127.92
Staff Hydrogeologist	\$ 105.18
Surveyor	\$ 99.49
Assistant Surveyor	\$ 56.85
Drafting Technician	\$ 71.06
Contract Administrator	\$ 85.28
Administrative/Clerical	\$ 51.17

- Reproduction costs will be reimbursed at \$0.10 per black-and-white copy and \$1.00 per color copy.
- Mileage reimbursement rate will be a maximum of the current approved City of San Diego mileage rate (mileage log required).
- Travel expenses for rental vehicle, airfare, train, and/or lodging will be reimbursed at actual costs (receipts required).
- Per diem will be reimbursed at actual costs (receipts required) up to a maximum of \$50/day.
- All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoices/receipts required).
- Annual rate adjustment requests must be submitted in writing for the City's review/approval thirty (30) days before the anniversary of the Agreement effective date or expiration of the "in force" approved rate, whichever is applicable. Said proposed adjustments shall not exceed five percent (5%).

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONTRACTOR REQUIREMENTS

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I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

II. **Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, 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, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, 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 subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting 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. Compliance Investigations. 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 Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

**A. Subconsultant Participation Level**

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants 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. *Proposers are required to submit the following information with their proposals:*

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subconsultant 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, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer'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. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.

3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

- A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.
  1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. 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(ies). 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(ies). 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(ies).

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

**VIII. Certification.**

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

**IX. List of Attachments.**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*





City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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.

CONTRACTOR IDENTIFICATION

Type of Contractor: [ ] Construction [ ] Vendor/Supplier [ ] Financial Institution [ ] Lessee/Lessor
[XX] Consultant [ ] Grant Recipient [ ] Insurance Company [ ] Other
Name of Company: Tetra Tech, Inc.
AKA/DBA: N/A
Address (Corporate Headquarters, where applicable): 3745 East Foothill Boulevard
City Pasadena County Los Angeles County State CA Zip 91107
Telephone Number: (626) 351-4664 FAX Number: (626) 351-5291
Name of Company CEO: Dan L. Batrack
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 1230 Columbia Street
City San Diego County San Diego County State CA Zip 92101
Telephone Number: (619) 525-7188 FAX Number: (619) 525-7186
Type of Business: OTH Professional/Scientific/Technical Type of License: Business License # B1976024214
The Company has appointed: Richard Lemmon
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: 3745 East Foothill Boulevard, Pasadena, CA 91107
Telephone Number: (626) 351-4664 FAX Number: (626) 351-5291

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory
[ ] Branch Work Force \*
XXX 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 Tetra Tech, Inc. (Firm Name)

Los Angeles, California hereby certify that information provided

(County) (State) 25th day of July, 2008

herein is true and correct. This document was executed on this
[Signature]
(Authorized Signature)

John Craig
(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: Tetra Tech, Inc. DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): Corporate Wide (DIV) COUNTY: N/A

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	2	2	4	0	7	0	1	0	0	0	100	29	0	0
Professional	9	9	12	5	35	27	1	2	0	0	254	173	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	2	2	4	0	3	1	0	1	0	0	31	10	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	2	5	1	4	1	5	0	0	0	0	3	45	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	3	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	1	0	0	0

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

Totals Each Column	15	18	21	9	46	33	2	3	0	0	392	257	0	0
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Grand Total All Employees 796

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

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
[XX] Consultant [ ] Grant Recipient [ ] Insurance Company [ ] Other

Name of Company: Tetra Tech, Inc.

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 3745 East Foothill Boulevard

City Pasadena County Los Angeles County State CA Zip 91107

Telephone Number: (626) 351-4664 FAX Number: (626) 351-5291

Name of Company CEO: Dan L. Batrack

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

Address: 1230 Columbia Street

City San Diego County San Diego County State CA Zip 92101

Telephone Number: (619) 525-7188 FAX Number: (619) 525-7186

Type of Business: OTH Professional/Scientific/Technical Type of License: Business License # B1976024214

The Company has appointed: Richard Lemmon

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: 3745 East Foothill Boulevard, Pasadena, CA 91107

Telephone Number: (626) 351-4664 FAX Number: (626) 351-5291

XXX 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 Tetra Tech, Inc.

(Firm Name)

Los Angeles, California hereby certify that information provided

(County)

herein is true and correct. This document was executed on this 25th day of July, 2008

[Signature] (Authorized Signature)

John Craig (Print) Authorized Signature

WORK FORCE REPORT - NAME OF FIRM: Tetra Tech, Inc. DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): San Diego 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	0	0	0	0	1	0	0	0	0	0	9	3	0	0
Professional	2	0	1	2	4	1	0	0	0	0	52	24	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	1	0	0	0	0	0	3	2	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	1	0	7	0	2	0	0	0	0	0	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	2	1	1	9	6	3	0	0	0	0	64	30	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees 116

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.<sup>1</sup> 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.<sup>2</sup> 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.<sup>1,2</sup> 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.<sup>2</sup>

### 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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

### Regarding Subconsultants Participation:

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca St Suite 102 Santee, CA 92071-2685	▪ Geotechnical engineering	1	\$125,000	SBE/MBE/DBE  SBE	California Unified Certification Program (CUCP)  California Department of General Services
Berggren Land Survey & Mapping, Inc. 6046 Cornerstone Court West Suite 116 San Diego, CA 92121	▪ Surveying	3	\$375,000	DBE	CALTRANS/CUCP
Black & Veatch Corporation 9820 Willow Creek Rd Suite 310 San Diego, CA 9213	▪ Infrastructure asset management ▪ Facilities and treatment BMP designs	15	\$1,875,000		
Chambers Group, Inc. 8787 Complex Dr, Suite 110 San Diego, CA 92123	▪ Paleontology	1	\$125,000	DVBE	California Department of General Services
CIC Research, Inc. 8361 Vickers St. San Diego, CA 92111	▪ Socioeconomics	1	\$125,000	DBE	CALTRANS
CRG Marine Laboratories, Inc. 2020 Del Amo Blvd, Suite 200 Torrance, CA 90501-1206	▪ Environmental laboratory	2	\$250,000		
Garbini & Garbini Landscape Architecture, Inc. 715 J St. Suite 307 San Diego, CA 92101	▪ Landscape architect	3	\$375,000	WBE DBE SBE	CALTRANS CUCP California Department of General Services
Geosyntec Consultants 3990 Old Town Ave, Ste. B-101 San Diego, CA 92110	▪ Natural systems BMP and LID design ▪ TMDLs and BMP implementation plans ▪ Program assessment and strategic plan updates ▪ Geotechnical engineering ▪ Hydrogeology ▪ Geology/ geotechnical hazards ▪ Construction management	15	\$1,875,000	OBE	

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Katz & Associates, Inc. 4250 Executive Sq., Suite 670 San Diego, CA 92037	▪ Public outreach	5	\$625,000	WBE SBE	CALTRANS California Department of General Services
KOA Corporation 5095 Murphy Canyon Rd, Suite 330 San Diego, CA 92123	▪ Traffic/ transportation/ circulation	1	\$125,000	N/A	N/A
LNSB, LLLP Stormwater Services 8097 Windward Key Dr Chesapeake Beach, MD 20732	▪ LID assessment and guidance	1	\$125,000	N/A	N/A
MACTEC Engineering and Consulting, Inc. 9177 Sky Park Ct San Diego, CA 92123	▪ Water quality and LID/BMP monitoring ▪ ASBS	10	\$1,250,000	N/A	N/A
Nautilus Environmental, LLC 5550 Morehouse Dr San Diego, CA 92121	▪ Monitoring	2	\$250,000	WBE DBE SBE	CALTRANS CALTRANS/CUJCP California Department of General Services
Nolte Associates, Inc. 15070 Avenue of Science Suite 100 San Diego, CA 92128	▪ Storm drain design ▪ Construction management	3	\$375,000	N/A	N/A
RECON Environmental, Inc. 1927 Fifth Ave San Diego, CA 92101	▪ Environmental assessment and permitting ▪ Biology ▪ Native American/ archeology/ cultural resources ▪ Land use, noise, air quality/odors, aesthetics/landform alteration ▪ Recreation and public facilities/utilities	5	\$625,000	N/A	N/A
Safework, Inc. 21550 Oxnard St Suite 570 Woodlands Hills, CA 91367	▪ Public health & safety	1	\$125,000	WBE/DBE	CALTRANS

Assuming full contract amount of \$12,500,000, as listed in Section 3.4 of the RFP

\*For information only. As appropriate, Proposer shall identify Subconsultants as:

- |  |      |
|--|------|
| 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  |

\*\*For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

- |  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |



**CONTRACT ACTIVITY REPORT**

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: \_\_\_\_\_ PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ INVOICE PERIOD: \_\_\_\_\_ DATE: \_\_\_\_\_

Include Additional Services Not-To-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by \_\_\_\_\_

000295

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: \_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
Name under which business is conducted

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DETERMINATION FORM****INSTRUCTION SHEET  
(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&rid=/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 all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
5. 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](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

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

**DISCLOSURE DETERMINATION FOR CONSULTANT**

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

1. Department / Board / Commission / Agency  
Name: \_\_\_\_\_

2. Name of Specific Consultant & Company: \_\_\_\_\_

3. Address, City, State, ZIP \_\_\_\_\_

4. Project Title (as shown on 1472, "Request for  
Council Action") \_\_\_\_\_

5. Consultant Duties for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
[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.

000299

EXHIBIT G

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.

000301

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).

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:

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.
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**

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.):  1b. Brief Description:  1c. Budgeted Cost:	2a. Name and address of Consultant:  2b. Consultant's Project Manager:  Phone (    ) _____																														
3. CITY DEPARTMENT RESPONSIBLE																															
3a. Department (include division):	3b. Project Manager (address & phone):																														
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: <table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">_____ %</td> <td align="center">100 %</td> </tr> <tr> <td>Agreement</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td>Delivery</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> <tr> <td>Acceptance</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> <td align="center">_____</td> </tr> </table>				_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																									
Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction																															
5a. Contractor _____ <p align="center"><i>(name and address)</i></p> 5b. Superintendent _____		Phone (    ) _____																													
5c. Notice to Proceed _____ (date)  5d. Working days _____ (number)  5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																														
6. OVERALL RATING (Please ensure Section II is completed)																															
	Excellent	Satisfactory	Poor																												
6a. Plans/specification accuracy..... 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				
Adherence 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 \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



The City of San Diego  
Purchasing and Contracting Department  
Contractor / Vendor Registration

Vendor ID: [Redacted]

(To be provided by City)

Firm Information

Firm Name: [Redacted]  
Firm Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]  
Phone: [Redacted] Fax: [Redacted]  
Taxpayer ID: [Redacted] Business License: [Redacted]  
Website: [Redacted]

Contact Information

Name: [Redacted]  
Title: [Redacted]  
Email: [Redacted]  
Phone: [Redacted] Cell: [Redacted]

Address to Which Bids or Contracting Opportunities Should Be Sent  
(If different from above)

Check here if same from above

Mailing Address: [Redacted]  
City: [Redacted] State: [Redacted] Zip: [Redacted]

Construction Licenses (If applicable)

License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]  
License Number: [Redacted] License Type: [Redacted]

Form continues on reverse side

000307

**Product/Services Description:**

**Product/Services Information:**

NAICS Codes:

\*

\*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

**Ownership Classification**

Classification:

\*

(\* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)


**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.**

000309

**As-Needed Storm Water Engineering and Consulting Services Agreements**

Natural Resources & Culture Committee

Storm Water Department  
October 15, 2008



THE CITY OF SAN DIEGO

[Redacted]

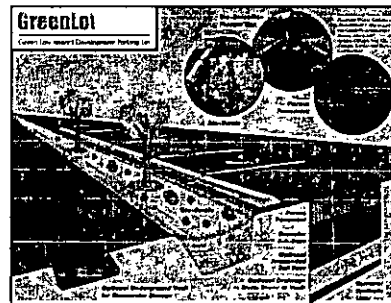
**Actions Requested**

[Redacted]

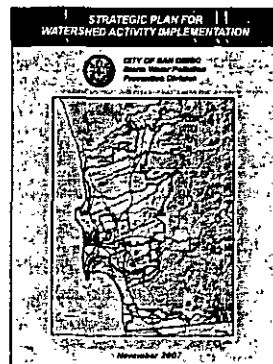
- Recommend that City Council authorize Mayor, or designee, to approve and execute two 5-year as-needed professional services agreements for \$12.5 million each
  - URS Corporation Americas
  - Tetra Tech, Inc.
- Recommend that City Council Authorize expenditure of up to \$25 million over 5 years

## Background and Purpose

- Protect & improve water quality
- Continue *Strategic Plan* implementation
- Meet multiple regulatory requirements
- Provide continuity in planning efforts
- Streamline contracting



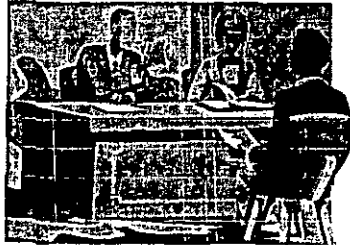
## Strategic Plan / Approach



- Approach:
  - Assess efficiencies via pilot projects
  - Emphasize cost-effective efforts, minimal impacts to residents
  - Supplement with structural improvements
- Ramp up CIP concept plans from 13 in FY08, to 24 in FY12
- Task Order estimates:
  - \$3.8M in FY09
  - \$5M in future agreement years



## RFP and Selection



- RFP issued June 2008
- 9 proposals received
- Selection Panel:
  - Storm Water
  - Equal Opportunity Contracting
  - Engineering & Capital Projects
  - Moderated by Purchasing & Contracting
- Interviews September 2008
- 2 highest qualified firms:
  - URS Corporation Americas
  - Tetra Tech, Inc.

## Agreement Terms

- Two agreements, each:
  - 5-year duration from Council approval
  - Not-to-exceed value of \$12.5 million each
- Storm water services:
  - Strategic Planning
  - Program Assessment
  - Best Management Practice Development and Engineering
  - Storm Drain Infrastructure Asset Management
  - Environmental Assessment and Permitting
  - Monitoring and Investigations

## Fiscal Considerations

- Up to an aggregate of \$25 million over 5 years
- Funding approved by Council as part of annual budget process

## Summary

- Recommend that City Council authorize Mayor, or designee, to approve and execute two 5-year as-needed professional services agreements for \$12.5 million each
  - URS Corporation Americas
  - Tetra Tech, Inc.
- Recommend that City Council authorize expenditure of up to \$25 million over 5 years



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: November 26, 2008 REPORT NO: 08-181  
ATTENTION: Council President and City Council  
Agenda of December 1, 2008  
SUBJECT: As-Needed Storm Water Engineering and Consulting Services  
Agreements with URS Corporation Americas and Tetra Tech, Inc.  
REFERENCE: N/A

**REQUESTED ACTIONS:** The Storm Water Department requests that Council authorize the Mayor, or his designee, to approve and execute: (a) an agreement with URS Corporation Americas for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years; and (b) an agreement with Tetra Tech, Inc., for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years.

The Storm Water Department also requests that Council authorize the expenditure of up to \$25 million over five (5) years from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects to fund task orders issued under the agreements to support storm water-related work only, provided that the City Auditor and Comptroller furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury.

The Storm Water Department also requests that Council state for the record that this activity is not a "project" and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(3) and 15378(b)(4).

**STAFF RECOMMENDATION:** Staff recommends: authorization of the Mayor, or his designee, to approve and execute the agreements; authorization to expend up to \$25 million over five (5) years to fund task orders issued under the agreements; and issuance of a statement saying that this activity is not subject to CEQA.

**SUMMARY:**

*Background*

The City manages a municipal separate storm sewer system (MS4). This system includes storm drain pipes, channels, curbs, gutters, and other ancillary structures. The primary purpose of this system has been to protect citizens and property from flooding. However, research and studies

have concluded that the MS4 is also a primary conveyor of urban runoff pollution. Pollutants, such as pesticides, pet waste, oil and grease, and copper, that are released into the environment travel through the system and discharge into the region's water bodies. Urban runoff from rain and human activities, such as over-irrigation and automobile washing, facilitates the conveyance of pollutants through the system. Multiple federal, state, and local requirements mandate the City to address urban runoff pollution and the resulting environmental degradation issues (such as sediment contamination). Comprehensive management of the MS4 today involves both flooding concerns and urban runoff pollution considerations.

As the City manages and upgrades its MS4, urban runoff pollution issues must be carefully considered. In addition, the City must continue to take steps to reduce the sources and production of pollutants and, in some cases, institute ways to treat pollutant-laden runoff before discharge into the region's water bodies. Such steps include, for example, conducting education programs to inform citizens of polluting behaviors, enforcing laws and ordinances against violators, establishing development standards that require low-impact design features, and implementing structural and non-structural projects to reduce and treat runoff. The City takes these steps in consultation with external stakeholders.

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing its MS4 and complying with multiple urban runoff pollution regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from and caused by urban runoff in the most efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City maintains its MS4 and strives to comply with the regulations in the near and long term.

#### *Request for Proposals and Selection*

In June 2008, the Storm Water Department issued a Request for Proposals (RFP) for storm water engineering and consulting services with the guidance of the Purchasing & Contracting Department. Nine (9) proposals were received, and a selection panel, in compliance with City Council Policy No. 300-7, was convened. The selection panel consisted of City staff, including a representative from the Equal Opportunity Contracting Program (EOCP). Due to the relatively small number of proposals submitted, no short listing was conducted, and all nine (9) proposers were interviewed in September 2008. The selection process was based on ratings in five (5) established categories: (a) Specialized Experience and Technical Competence; (b) Proposed Method to Accomplish Work; (c) Knowledge and Understanding of Local Environment and Local Presence; (d) Strength of Key Personnel and Commitment to Project; and (e) Commitment

to Equal Opportunity. Based on the rating criteria applied to each of the five (5) categories, the selection panel determined URS Corporation Americas and Tetra Tech, Inc., to be the two highest qualified firms.

#### *Agreements*

Two agreements will be executed, one (1) with each firm, to ensure the City sufficient support over the next five (5) years to accomplish its anticipated workload. The proposed agreements with URS Corporation Americas and Tetra Tech, Inc., will have a duration of five (5) years effective from the date of Council approval. Each agreement will have a not-to-exceed amount of \$12.5 million for an aggregate total of not-to-exceed \$25 million over a 5-year period. They will provide support on an as-needed basis in the following general areas, thus reducing the need for other future agreements: (a) Task Management and Administration; (b) Best Management Practice Development and Engineering; (c) Storm Water Infrastructure Asset Management; (d) Environmental Assessment and Permitting; (e) Monitoring and Investigations; (f) Strategic Planning; and (g) Program Assessment. The Scope of Services in the agreements is provided as Attachment 1 and contains more information regarding the above mentioned general areas of work.

City departments other than the Storm Water Department may also access the services to be available under the agreements, in particular to perform engineering design and environmental assessment work associated with storm water projects. Departments may also potentially use the agreements to support their efforts to fulfill responsibilities under the Municipal Storm Water Permit as outlined in the City's Jurisdictional Urban Runoff Management Plan. Examples of such responsibilities include, but are not limited to, the preparation of Storm Water Pollution Prevention Plans and municipal inspections.

Work will be assigned between the two firms using standard operating procedures developed by the Storm Water Department to ensure equitable distribution of task orders as well as logical work continuity and efficiency.

#### *MBE/WBE/DBE/DVBE/OBE Utilization*

In support of their Equal Opportunity Program, both URS Corporation Americas and Tetra Tech, Inc., implement outreach programs to recruit employees and identify future teaming partners from underutilized categories. In keeping with the City's policy to voluntarily provide subcontracting opportunities to all interested parties and qualified firms, including historically disadvantaged businesses, URS Corporation Americas and Tetra Tech, Inc., have retained the following subconsultants (Table 1 and Table 2) as members of their respective consultant team in connection with these agreements:

**Table 1. List of Subconsultants Under URS Corporation Americas.**

	<b>Certified Subconsultants</b>	<b>Other Subconsultants</b>
<b>URS Corporation Americas</b>	Pat-Chem Laboratories (DBE)	MWH, Inc.
	Nautilus Environmental, LLC (DBE)	Wallace Laboratories
	Laboratory Data Consultants, Inc. (DBE/MBE)	CRG Marine Laboratories, Inc.
	Katherine Hon Consulting, Inc. (DBE)	Natures Images, Inc.
	Estrada Land Planning (SWBE/DBE/MBE)	EnviroMatrix Analytical, Inc.
	Lindtvedt McColl & Associates (DBE)	TB Pennick & Sons, Inc.
	Tri-County Drilling (WBE/DBE)	The Primacy Group
		Resource Planning Associates
	Bob Pitt, Consulting Environmental Engineer	

**Table 2. List of Subconsultants Under Tetra Tech, Inc.**

	<b>Certified Subconsultants</b>	<b>Other Subconsultants</b>
<b>Tetra Tech, Inc.</b>	Allied Geotechnical Engineers, Inc. (MBE/DBE)	Black & Veatch Corporation
	Berggren Land Survey & Mapping Inc. (DBE)	CRG Marine Laboratories, Inc.
	Chambers Group, Inc. (DVBE)	Geosyntech Consultants
	CIC Research, Inc. (DBE)	KOA Corporation
	Garbini & Garbini Landscape Architecture, Inc. (WBE/DBE)	LNSB, LLLP Stormwater Services
	Katz & Associates, Inc. (WBE)	MACTEC Engineering and Consulting, Inc.
	Nautilus Environmental, LLC (WBE/DBE)	Nolte Associates, Inc.
	Safework, Inc. (WBE/DBE)	RECON Environmental, Inc.

*Equal Opportunity Contracting*

Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: URS Corporation:  
 \$1,250,000 Certified Firms (10%)  
 \$6,000,000 Other Firms (48%)

Tetra Tech, Inc.:  
 \$1,000,000 Certified Firms (8%)  
 \$7,625,000 Other Firms (61%)

Other: Work Force Reports submitted. Equal Opportunity Plans required. Staff will monitor plans and adherence to Nondiscrimination Ordinance.

**FISCAL CONSIDERATIONS:** The total not-to-exceed value of the two (2) agreements will be \$25 million (\$12.5 million for each agreement) over a period of five (5) years. Work under these agreements will be funded in increments via the annual fiscal year budget. The City's total obligation on these agreements will be subject to Council approval during the budget approval process for each fiscal year during the 5-year period. Funding for the task orders issued under the agreements will come from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects as identified in the City's annual budget in order to support storm water-related work only. For each task order,

the City Auditor and Comptroller will be requested to furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury.

*Estimated Fiscal Year 2009 Task Order Dollar Amounts*

In Fiscal Year 2009, the Storm Water Department anticipates issuing task orders in the following general areas of work for the indicated estimated dollar amounts (Table 3):

**Table 3. Estimated Dollar Amounts for Fiscal Year 2009 Task Orders per General Area of Work.**

<b>General Area of Work*</b>	<b>Estimated Dollar Amount</b>
Best Management Practice Development and Engineering	\$425,000
Storm Water Infrastructure Asset Management	\$310,000
Environmental Assessment and Permitting	\$100,000
Monitoring and Investigations	\$1,430,000
Strategic Planning	\$50,000
Program Assessment	\$425,000
<b>Total</b>	<b>\$2,740,000</b>


\*See Attachment 1 for more information regarding each general area of work.

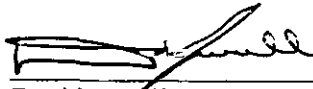
Funds for task orders issued in Fiscal Year 2009 are anticipated to come primarily from the Storm Water Department's Fiscal Year 2009 operating budget and from the Watershed Capital Projects Annual Allocation.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: On October 15, 2008, the Natural Resources and Culture Committee voted 4-0 to forward the agreements to the full City Council without a recommendation and with a request that staff provide information regarding the task orders to be issued in Fiscal Year 2009 to comply with regulations (see Attachment 2)

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The RFP was advertised in several newspapers, including those serving minority communities, to encourage broad and diverse participation in the competition. Notice of the RFP was also placed on the City's official website.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders include URS Corporation Americas and Tetra Tech, Inc. Establishment of the agreements will facilitate the Storm Water Department's efforts to protect the quality of the City's and region's water bodies and comply with federal and state water quality regulations that will benefit residents and businesses, the region's tourist industry, and the local environment.

  
 Tony Heinrichs  
 Storm Water Department Director

  
 David Jarrell  
 Deputy Chief/Public Works

- Attachments: 1. Scope of Services in As-Needed Storm Water Engineering and Consulting Services Agreements with URS Corporation Americas and Tetra Tech, Inc.  
 2. Memorandum to Council Dated October 27, 2008, Regarding Anticipated Task Orders to Be Issued in Fiscal Year 2009 and Beyond

# SCOPE OF SERVICES

## STORM WATER ENGINEERING AND CONSULTING SERVICES

### 1.0 BACKGROUND

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from urban runoff in the most cost efficient manner. They will also support the City in addressing multiple regulations, which include, but are not limited to, the following: the Municipal Storm Water Permit (Order No. R9-2007-0001), Total Maximum Daily Loads (TMDLs), Area of Special Biological Significance (ASBS) protection, and Cleanup and Abatement Orders (CAOs). The purpose of these regulations is to reduce and prevent urban runoff pollution that impairs the region's water bodies and to mitigate the legacy effects of urban runoff pollution on the environment. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. To address these multiple regulations, the City has adopted an integrated and efficiency-driven approach, which includes strategic planning, project and program implementation, and holistic storm water infrastructure asset management. Refinement of this approach, as well as of the individual projects and programs pursuant thereto, will be ongoing as the City strives to comply with the regulations in the near and long term.

### 2.0 SCOPE OF SERVICES

The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing a municipal storm water conveyance system and complying with multiple storm water regulations. Some of these regulations are still in development or are regularly revised, and their final form will impact the City's compliance efforts. Therefore, identification of specific tasks for the Consultant to perform will be ongoing. As specific regulations and compliance efforts are determined, the Consultant will be authorized in writing by the City to perform said efforts via Task Orders. Anticipated general areas of work are delineated below.

### 3.0 ANTICIPATED GENERAL AREAS OF WORK

At a minimum, the Consultant must be able to perform work in the anticipated general areas delineated below. These areas are not exclusive or exhaustive, and additional areas may/will be identified in the future.



### **3.1 TASK MANAGEMENT & ADMINISTRATION**

As Task Orders are developed and authorized, the Consultant is to play an active role in maintaining schedules and budgets. This will involve conducting regularly scheduled coordination and status meetings with City staff, including associated preparation and follow-ups, maintaining a decision log, providing oral and written reports, and ensuring quality control on all work. The Consultant shall prepare and provide the following items:

- 3.1.1 Meeting schedules
- 3.1.2 Meeting agendas
- 3.1.3 Meeting facilitation
- 3.1.4 Meeting minutes
- 3.1.5 Oral and written (both hard-copy and electronic) evaluation of comments and suggestions and appropriate recommendations
- 3.1.6 Oral and written (both hard-copy and electronic) reports
- 3.1.7 Graphics and visual aides
- 3.1.8 Presentation support and materials
- 3.1.9 Additional items, as required by City staff

### **3.2 BEST MANAGEMENT PRACTICE DEVELOPMENT AND ENGINEERING SERVICES**

Tasks in this area generally involve supporting the City's engineering-related projects and programs. They include, but are not limited to, the following:

- 3.2.1 Preparing conceptual plans for Low Impact Development (LID) projects
- 3.2.2 Designing LID projects and preparing plans, specifications, and estimates
- 3.2.3 Identifying and evaluating the feasibility of sites throughout the City for LID implementation
- 3.2.4 Determining percolation and other geotechnical parameters at proposed LID sites
- 3.2.5 Determining general and site-specific subsurface drainage behaviors resulting from proposed storm water infiltration best management practices (BMPs)
- 3.2.6 Sizing BMPs by using hydrologic analyses appropriate for concept-level design
- 3.2.7 Estimating the pollutant removal performance of proposed BMPs, including peak flow reduction
- 3.2.8 Assisting with the implementation of LID projects, including small construction (e.g., rain barrel installation)
- 3.2.9 Assisting with the maintenance of LID projects
- 3.2.10 Monitoring and assessing LID projects as to load reduction and water quality improvement achievements and the

challenges/issues associated with all project phases (i.e., “lessons learned”)

- 3.2.11 Supporting City staff with storm water–related project plan checks
- 3.2.12 Assisting with the formulation of development regulations
- 3.2.13 Preparing oral and written assessment reports and making appropriate recommendations therein

### **3.3 STORM WATER INFRASTRUCTURE ASSET MANAGEMENT SERVICES**

Tasks in this area generally involve supporting the City’s efforts to efficiently manage its storm water infrastructure assets in a way beneficial to water quality. They include, but are not limited to, the following:

- 3.3.1 Supporting the City’s decisions on future infrastructure investments through data collection and inventorying, modeling, and analyses
- 3.3.2 Conducting infrastructure master planning
- 3.3.3 Modeling and optimizing system performance
- 3.3.4 Conducting conditions assessments
- 3.3.5 Identifying utilities and coordinating with the responsible parties
- 3.3.6 Performing short-range and long-range project planning
- 3.3.7 Performing value engineering
- 3.3.8 Compiling a GIS inventory of natural drainage features and surface drainage features
- 3.3.9 Preparing oral and written reports and making appropriate recommendations therein

### **3.4 ENVIRONMENTAL ASSESSMENT AND PERMITTING SERVICES**

Tasks in this area generally involve supporting the City in complying with the environmental regulations and permitting requirements associated with the implementation of its storm water projects and programs. They include the following:

- 3.4.1 Conducting technical and environmental studies, investigations, and reports to support BMP development efforts in the following disciplines:
  - 3.4.1.1 Geology/Geotechnical Hazards
  - 3.4.1.2 Hydrology/Water Quality
  - 3.4.1.3 Biology
  - 3.4.1.4 Native American/Archeology/Cultural Resources
  - 3.4.1.5 Paleontology
  - 3.4.1.6 Land Use
  - 3.4.1.7 Public Health and Safety

- 3.4.1.8 Noise
- 3.4.1.9 Traffic/Transportation/Circulation
- 3.4.1.10 Air Quality/Odors
- 3.4.1.11 Aesthetics/Landform Alteration
- 3.4.1.12 Socioeconomics
- 3.4.1.13 Recreation and Public Facilities/Utilities
- 3.4.1.14 Surveying potential permitting and environmental issues associated with BMP development efforts
- 3.4.2 Supporting the City in complying with applicable environmental and permitting regulations associated with, but not limited to, the following:
  - 3.4.2.1 California Environmental Quality Act (CEQA)
  - 3.4.2.2 National Environmental Policy Act (NEPA)
  - 3.4.2.3 City of San Diego Land Development Code (LDC)
  - 3.4.2.4 City of San Diego Environmentally Sensitive Land (ESL) regulations
- 3.4.3 Evaluating potential sites throughout the City for BMP implementation feasibility, preparing reports, and making appropriate recommendations
- 3.4.4 Conducting peer review of technical and environmental studies and investigations performed by other consultants

### **3.5 MONITORING AND INVESTIGATIONS**

Tasks in this area generally involve supporting the City's monitoring, investigation, and special study efforts associated with multiple regulations. They include, but are not limited to, the following:

- 3.5.1 Conducting special monitoring studies and investigations associated with, but not limited to, the following:
  - 3.5.1.1 Municipal Storm Water Permit
  - 3.5.1.2 TMDLs
  - 3.5.1.3 ASBS
  - 3.5.1.4 CAOs
- 3.5.2 Conducting computer modeling
- 3.5.3 Performing field work to collect data from various media (water, sediment, soil, and air)
- 3.5.4 Conducting literature reviews related to past studies
- 3.5.5 Preparing reports assessing data and making appropriate recommendations to the City

### **3.6 STRATEGIC PLANNING**

Tasks in this area generally involve supporting the City in planning its efforts to meet regulatory requirements in a proactive and efficient manner. They include, but are not limited to, the following:

- 3.6.1 Updating the City's *Strategic Plan for Watershed Activity Implementation*
- 3.6.2 Preparing BMP master plans for specific drainage areas in the City to bring those areas into complete compliance with current and anticipated water quality regulatory requirements
- 3.6.3 Developing BMP implementation plans in response to adopted TMDL regulations
- 3.6.4 Reviewing and evaluating documents issued by regulatory agencies with regards to potential impacts to the City and preparing reports with appropriate recommendations
- 3.6.5 Conducting computer modeling of pollutant loading in support of the City's review and evaluation of proposed TMDL regulations
- 3.6.6 Conducting cost estimation studies associated with implementation of master plans and projects
- 3.6.7 Researching potential BMPs (both structural and non-structural) for implementation, reporting findings, and making appropriate recommendations; this task may include, but are not limited to, the following:
  - 3.6.7.1 Conducting a commercial BMP industry-wide survey
  - 3.6.7.2 Meeting with industry representatives to evaluate commercial BMPs
- 3.6.8 Performing research and analysis regarding the feasibility of a storm water utility fee
- 3.6.9 Preparing grant applications and assisting with grant implementation

### 3.7 PROGRAM ASSESSMENT SERVICES

Tasks in this area generally involve supporting the City in assessing the effectiveness and efficiency of its storm water projects and programs and preparing reports for submittal to regulatory agencies. They include, but are not limited to, the following:

- 3.7.1 Preparing various written reports to regulatory agencies on the City's storm water efforts
- 3.7.2 Assisting with the refinement of the City's program-wide assessment framework and processes
- 3.7.3 Assisting with the development of project-specific assessment work plans that fit into the City's program-wide assessment framework
- 3.7.4 Assessing programs and projects and preparing oral and written (both hard-copy and electronic) reports
- 3.7.5 Assisting with the evaluation of database needs and making appropriate recommendations to facilitate assessment and reporting; this task may include coordination with efforts to establish a more integrated City-wide database and network



THE CITY OF SAN DIEGO

## M E M O R A N D U M

DATE: October 27, 2008

TO: Members of the City Council

FROM: Tony Heinrichs, Director, Storm Water Department

SUBJECT: As-Needed Storm Water Engineering and Consulting Services Agreements

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On October 15, 2008, the Natural Resources and Culture Committee (NR&C) voted 4-0 to forward to the Council the Storm Water Department's request that Council authorize the Mayor, or his designee, to approve and execute agreements with URS Corporation Americas and Tetra Tech, Inc., for as-needed storm water engineering and consulting services. Each as-needed task order agreement would be for an amount not-to-exceed \$12.5 million over five (5) years, resulting in an aggregate not to exceed total expenditure of \$25 million for the two agreements. Funding for these task orders would come from annual City budgets approved by the Council.

Per the request of the NR&C, attached are tables showing the anticipated task orders to be issued under the agreements as well as the regulation(s) associated with each task order. Table 1 shows the anticipated task orders to be funded by the Storm Water Department's Fiscal Year 2009 operating budget, which are estimated to total \$2,740,000. Table 2 shows some of the anticipated task orders to be issued in future fiscal years.

Establishing these agreements would facilitate the City's ability to efficiently and effectively address regulatory requirements. Approval of this item would also allow the Storm Water Department to consolidate a significant number of individual contract actions resulting in additional cost savings.

Please contact me at (858) 541-4306 or email me at [theinrichs@saniego.gov](mailto:theinrichs@saniego.gov) if you have any questions or need additional information.

  
Tony Heinrichs

000326

Page 2  
Members of the City Council  
October 27, 2008

TH/up

- Attachments:
1. Table 1: Anticipated Fiscal Year 2009 Task Orders under As-Needed Storm Water Engineering and Consulting Services Agreements
  2. Table 2: Examples of Task Orders to Be Issued beyond FY 2009 (Years 2 through 5) (Not an All-Inclusive List).

cc: Alejandra Gavaldón, Policy Analyst, Mayor's Office, MS 11A  
David Jarrell, Deputy Chief Operating Officer, Public Works, MS 9  
Tom Haynes, Fiscal and Policy Analyst, Office of the Independent Budget Analyst, MS 3A  
Kris McFadden, Deputy Director, Storm Water Department, MS 1900  
Andrew Kleis, Storm Water Specialist, Storm Water Department, MS 1900

**Table 1. Anticipated FY 2009 Task Orders under As-Needed Storm Water Engineering and Consulting Services Agreements.**

Work Area Code	Task Name	Estimated Budget	Brief Description	Regulatory Driver(s)
1	FY10 Low Impact Development (LID) Project Concept Plans	\$250,000	Watershed activity planning required to initiate in FY09 in order to complete and transfer to Engineering & Capital Projects Department (ECP) in FY10. Assumes approximately two LID projects per watershed.	Municipal Permit, Section E; California Ocean Plan's Areas of Special Biological Significance (ASBS) regulations
1	Non-Structural Watershed Project: Convert Free Swept Routes to Posted Sweeping Routes	\$75,000	FY10 watershed activity. Project planning must start in FY09 to implement in FY10. Develop project scope/management questions, monitoring, and assessment. May include some project development/planning assistance.	Municipal Permit, Section E
1	Best Management Practice (BMP) Development and Design Guide	\$100,000	Assess City's revised Storm Water Standards and land development environment to establish detailed BMP design guidelines to facilitate compliance for broad range of land development project types.	Municipal Permit, Section D.1.d
2	Storm Drain Mapping Recommendations	\$10,000	Recommend assets that should be mapped to enable asset management/BMP master planning, recommend initial corrective actions to storm drain map and processes in preparation for proactive storm drain asset management.	Municipal Permit, Sections D.3.a.(3), D.4.b
2	Storm Drain Mapping	\$100,000	Assist with database entry as a result of field verification to update/correct errors in the storm drain map.	Municipal Permit, Sections D.3.a.(3), D.4.b
2	Asset Management Policy Development	\$100,000	Recommend internal policies for asset management practices. The base information will be the recommendations from MWH's "Quick Start" study and current knowledge of staff. The consultant will perform additional research and conduct workshops to facilitate discussions amongst management staff on key asset management policy decisions such as methods of assigning risk scores to facilities. Preliminary assessments of funding needs to achieve different levels of service will be established and provided in a format for educating the public and decision-makers.	Municipal Permit, Section D.3.a.(3)
2	Storm Drain Canyon Outfall Conditions Assessment (San Diego Bay Watershed)	\$100,000	Desktop and field survey of storm drain outfalls in canyons within the San Diego Bay Watershed for the purposes of identifying and cataloging infrastructure, assessing outfall conditions for maintenance, and prioritizing inventory for future maintenance planning.	Municipal Permit, Section D.3.a.(3)
3	Storm-Related As-Needed Environmental Services	\$100,000	Environmental services and project monitoring for emergency storm drain channel maintenance program.	Needed to eliminate the liability associated with flooding
4	Tecolote Creek Metals Water Quality Assessment (source identification)	\$150,000	Attend meetings with City staff; develop monitoring plan with quality assurance and quality control measures that will be used to conduct monitoring for metals; analyze samples; and prepare reports and presentations regarding study findings.	40 Code of Federal Regulations (CFR) Part 130, § 130.10 (d)(5)(II) associated with Clean Water Act

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Work Area Code	Task Name	Estimated Budget	Brief Description	Regulatory Driver(s)
4	Shipyards Tentative Cleanup and Abatement Order (CAO) Source Identification and Sediment Loading Study	\$550,000	Attend meetings with City staff; develop monitoring plans with quality assurance and quality control measures that will be used to conduct monitoring for metals, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), pesticides, total suspended solids (TSS), and other pertinent constituents; analyze samples; and prepare reports and presentations regarding study findings to assist the City in determining the pollutant contribution levels.	CAO No. R9-2005-0126
4	G Street Mole and B Street Piers Total Maximum Daily Load (TMDL)	\$300,000	Attend meetings with City staff; develop monitoring plan with quality assurance and quality control measures that will be used to conduct sediment monitoring for TMDL listed pollutants; analyze samples; and prepare reports and presentations regarding study findings.	40 CFR Part 130, § 130.10 (d)(v) associated with Clean Water Act
4	San Diego Bay Marinas Copper TMDL (five marinas within City of San Diego)	\$150,000	Attend meetings with City staff; develop monitoring plan with quality assurance and quality control measures that will be used to conduct monitoring for copper that drain into marina basins within San Diego Bay; analyze samples; and prepare reports and presentations regarding study findings.	40 CFR Part 130, § 130.10 (d)(5)(ii) associated with Clean Water Act
4	TMDL at Mouths of Chollas, Paleta, and Switzer Creeks	\$280,000	Attend meetings with City staff; develop monitoring plan with quality assurance and quality control measures that will be used to conduct monitoring to determine municipal separate storm sewer system (MS4) contribution load for TMDL listed pollutants; analyze samples; and prepare reports and presentations regarding study findings.	40 CFR Part 130, § 130.10 (d)(5)(ii) associated with Clean Water Act
5	ASBS Storm Water Management Plan	\$50,000	Plan must be completed within six months of State adoption of regulations, which may occur in FY09. Development of draft and final Storm Water Management Plan for the ASBS (in La Jolla Shores area) per waste discharge exception conditions. Includes a strategy for BMPs, map of surface drainage and sheet runoff, and strategy for meeting all conditions.	California Ocean Plan's ASBS regulations
6	FY09 Jurisdictional Urban Runoff Management Program (URMP) Annual Report	\$150,000	Required annually. Includes data entry into SAP, and enhanced assessment required by Municipal Permit.	Municipal Permit, Section J
6	FY09 Watershed URMP Annual Reports	\$50,000	Required annually. Includes data entry into SAP, and enhanced assessment required by Municipal Permit.	Municipal Permit, Section J
6	FY09 Regional URMP Annual Report	\$25,000	Required annually. Includes data entry into SAP, and enhanced assessment required by Municipal Permit.	Municipal Permit, Section J
6	Baseline BMP Effectiveness Assessment (for FY08 LID projects)	\$200,000	Required annually. Monitoring for FY08 LID projects.	Municipal Permit Section I
<b>Total FY09 Estimate:</b>		<b>\$2,740,000.00</b>		

000328



**Work Area Codes per Scope of Services in Agreements:**

1. Engineering and BMP Development
2. Storm Water Infrastructure Asset Management
3. Environmental Assessment and Permitting
4. Monitoring and Investigations
5. Strategic Planning
6. Program Assessment
7. Task Management and Administration

000329

**Table 2. Examples of Task Orders to Be Issued beyond FY 2009 (Years 2 through 5) (Not an All-Inclusive List).**

Work Area Code	Task Name	Estimated Budget	Brief Description	Regulatory Driver(s)
1	FY11 Low Impact Development (LID) Project Concept Plans	\$250,000	Watershed activity planning required to initiate in FY10 in order to complete and transfer to Engineering & Capital Projects Department (ECP) in FY11. Assumes approximately two LID projects per watershed.	Municipal Permit, Section E; California Ocean Plan's Areas of Special Biological Significance (ASBS) regulations; Chollas Creek Metals Total Maximum Daily Load (TMDL); Bacteria 1 TMDL
1	FY12 LID Project Concept Plans	\$300,000	Watershed activity planning required to initiate in FY11 in order to complete and transfer to ECP in FY12. Assumes approximately two LID projects per watershed.	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL
1	FY 13 LID Project Concept Plans	\$350,000	Watershed activity planning required to initiate in FY12 in order to complete and transfer to ECP in FY13. Assumes approximately two LID projects per watershed.	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL
1	FY 14 LID Project Concept Plans	\$400,000	Watershed activity planning required to initiate in FY13 in order to complete and transfer to ECP in FY14. Assumes approximately two LID projects per watershed.	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL
1	Final Design for Watershed Capital Projects in the Right-of-Way	\$905,800	Final design and preparation of plans, specifications, and construction bid documents for projects according to conceptual design. Includes coordination with impacted operations and maintenance (O&M) divisions. Bannock Avenue Neighborhood (\$719,149), Park Ridge Boulevard (\$140,651), Osler Street. (\$23,000), and Marindustry Drive (\$23,000).	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL
1	Final Design for Watershed Capital Projects on City Facilities	\$1,037,442	Final design and preparation of plans, specifications, and construction bid documents for projects according to conceptual design. Includes coordination with impacted O&M divisions. Southcrest Park (\$455,140), San Diego Police Department Western Division (\$348,195), and Cabrillo Heights Park (\$143,244).	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL
2	Asset Management Initial Implementation	\$100,000	Initiate first steps in implementing comprehensive asset management process based on MWH's "Quick Start" recommendations and current knowledge of staff. This work will be performed parallel to the Asset Management Policy Development, and information from the draft policy development will feed into these early implementation steps. Some preliminary planning of short-range and long-range replacements and renewals will be part of this task, with built-in flexibility to change these decisions as policy formation progresses.	Municipal Permit, Section D.3.a.(3)
3	Storm-Related As-Needed Environmental Services	\$100,000	Environmental services and project monitoring for emergency storm drain channel maintenance program.	Needed to eliminate the liability associated with flooding

000330

Work Area Code	Task Name	Estimated Budget	Brief Description	Regulatory Driver(s)
4	La Jolla Dry Weather Flow and Pollution Control Program (monitoring and assessment)	\$50,000	One month of pre- and post- construction monitoring of three dry weather flow diversion locations including flow metering.	California Ocean Plan's ASBS regulations
5	Bacteria 1 TMDL Implementation Plan	\$150,000	Anticipated start date: September 2009. Development of a draft and final Implementation Plan in accordance with Bacteria 1 TMDL for San Diego region. Includes stakeholder facilitation, development of implementation methodology for all affected parties, and identification of specific activities and programs for City.	Bacteria 1 TMDL requires development of the Implementation Plan within 12 months of TMDL adoption
7	Strategic Approach Presentations and Meeting Support	\$25,000	Support needed with completion of Chollas Creek TMDL implementation Plan in early FY10. May include glossy handouts, PPTs, etc.	Municipal Permit, Section E; California Ocean Plan's ASBS regulations; Chollas Creek Metals TMDL; Bacteria 1 TMDL

**Work Area Codes per Scope of Services in Agreements:**

1. Engineering and BMP Development
2. Storm Water Infrastructure Asset Management
3. Environmental Assessment and Permitting
4. Monitoring and Investigations
5. Strategic Planning
6. Program Assessment
7. Task Management and Administration

000331




THE CITY OF SAN DIEGO

## M E M O R A N D U M

DATE: November 19, 2008

TO: Honorable Council President Scott Peters and Members of the City Council

FROM: Jose Luis Romo, Contract Compliance Officer, Equal Opportunity Contracting  
via Beryl Rayford, Program Manager, Equal Opportunity Contracting 

SUBJECT: As Needed Storm Water Engineering and Consulting Services Agreements  
URS Corporation Americas

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Equal Opportunity Contracting reviewed and signed the Request for Council Action (1472) for the above mentioned project. As part of the supporting documentation, Equal Opportunity Contracting expressed a concern about the under representations in the contractor's workforce, and an Equal Opportunity Plan was requested.

URS Corporation Americas submitted an Equal Opportunity Plan, which has been reviewed and approved by Equal Opportunity Contracting staff. Equal Opportunity Contracting will continue to monitor the firm's adherence and efforts to implement their plans via periodic reviews of work force reports.



Jose Luis Romo  
Contract Compliance Officer

JLR

CC: Ed Plank, Council Liaison  
Tony Heinrichs, Storm Water Department Director  
Beryl Rayford, Equal Opportunity Contracting, Program Manager



THE CITY OF SAN DIEGO

## M E M O R A N D U M

DATE: November 19, 2008

TO: Honorable Council President Scott Peters and Members of the City Council

FROM: Jose Luis Romo, Contract Compliance Officer, Equal Opportunity Contracting  
via Beryl Rayford, Program Manager, Equal Opportunity Contracting *BR*

SUBJECT: As Needed Storm Water Engineering and Consulting Services Agreements  
Tetra Tech, Inc.

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Equal Opportunity Contracting reviewed and signed the Request for Council Action (1472) for the above mentioned project. As part of the supporting documentation, Equal Opportunity Contracting expressed a concern about the under representations in the contractor's workforce, and an Equal Opportunity Plan was requested.

Tetra Tech, Inc. submitted an Equal Opportunity Plan, which has been reviewed and approved by Equal Opportunity Contracting staff. Equal Opportunity Contracting will continue to monitor the firm's adherence and efforts to implement their plans via periodic reviews of work force reports.

A handwritten signature in black ink, appearing to be "JLR", written over the printed name.

Jose Luis Romo  
Contract Compliance Officer

JLR

CC: Ed Plank, Council Liaison  
Tony Heinrichs, Storm Water Department Director  
Beryl Rayford, Equal Opportunity Contracting, Program Manager

**000337**DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:

October 14, 2008

SUBJECT: As Needed Storm Water Engineering and Consulting Services Agreements

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: URS Corporation  
 Amount of this Action: \$12,500,000.00  
 Funding Source: City

**SUBCONSULTANT PARTICIPATION**

MWH (Other)	\$4,375,000.00	35.00%
Pat-Chem Laboratories (DBE/Caucasian Female)	\$ 625,000.00	5.00%
Wallace Laboratories (Other)	\$ 125,000.00	1.00%
Nautilus Environmental (DBE/Caucasian Female)	\$ 62,500.00	0.50%
CRG Marine Laboratories (Other)	\$ 312,500.00	2.50%
Laboratory Data Consultants (DBE/Asian Pacific Male)	\$ 250,000.00	2.00%
Natures Image, Inc. (Other)	\$ 250,000.00	2.00%
EnviroMatrix Analytical, Inc. (Other)	\$ 62,500.00	0.50%
Katherine Hon Consulting, Inc. (Other)	\$ 125,000.00	1.00%
Estrada Land Planning (DBE/Hispanic Female)	\$ 250,000.00	2.00%
TB Penick & Sons (Other)	\$ 312,500.00	2.50%
Lintvedt McColl & Associates (DBE/Caucasian Female)	\$ 125,000.00	1.00%
Tri-Color Drilling (Other)	\$ 125,000.00	1.00%
The Pharmacy Group (Other)	\$ 62,500.00	0.50%
Resource Planning Associates (Other)	\$ 125,000.00	1.00%
Bob Pitt, Consulting (Other)	\$ 62,500.00	0.50%
<b>Total Certified Subcontractor Participation</b>	<b>\$1,312,500.00</b>	<b>10.50%</b>
<b>Total Other Participation</b>	<b>\$5,937,500.00</b>	<b>47.50%</b>
<b>Total Subcontractor Participation</b>	<b>\$7,250,000.00</b>	<b>58.00%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

URS Corporation submitted a Work Force Report for their San Diego County employees dated June 25, 2008, with a total of 161 employees. The firm's Work Force Analysis reflects under representations in the following categories:

- Blacks in Professional and Technical
- Hispanics in Mgmt & Financial and Professional
- Asians in A&E, Science, Computer; Technical and Administrative Support
- Filipinos in Professional; A&E, Science, Computer; Technical and Administrative Support
- Females in Mgmt & Financial; Professional and Technical

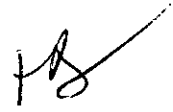
000338

EOC staff is concerned about the under representations in the firm's work force report and therefore, has requested an Equal Opportunity Employment Plan and will continue to monitor the firm's effort to implement their plans.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

**ADDITIONAL COMMENTS**

The Work Force Analysis is attached.



JLR

File: Admin WOFO 2000

Date WOFO Submitted: 8/1/2008  
 Input by: van

Goals reflect statistical labor force availability for the following: 2000 CLFA  
 San Diego, CA

City of San Diego/Equal Opportunity Contracting

**WORK FORCE ANALYSIS REPORT**

FOR

Company: URS Corporation Americas

I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White		Other	
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	8	2	0	0
Professional	4.0%	1	0	12.6%	1	1	6.5%	8	5	0.5%	0	0	6.5%	0	0	40	25	1	1
A&E, Science, Computer	2.8%	1	0	7.3%	1	2	16.2%	3	1	0.3%	0	0	16.2%	0	0	14	11	0	0
Technical	6.6%	0	0	14.8%	2	0	17.2%	1	0	0.4%	0	0	17.2%	0	0	10	7	0	0
Sales	3.9%	0	0	19.5%	0	0	8.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0
Administrative Support	7.0%	1	2	20.8%	0	5	8.8%	0	0	0.6%	0	0	8.8%	0	0	0	7	0	0
Services	5.5%	0	0	38.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0
<b>TOTAL</b>		<b>3</b>	<b>2</b>		<b>4</b>	<b>8</b>		<b>12</b>	<b>6</b>		<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>72</b>	<b>52</b>	<b>1</b>	<b>1</b>

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
 Professional  
 A&E, Science, Computer  
 Technical  
 Sales  
 Administrative Support  
 Services  
 Crafts  
 Operative Workers  
 Transportation  
 Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
10	8	2	39.8%
83	51	32	59.5%
33	19	14	22.3%
20	13	7	49.0%
0	0	0	49.4%
15	1	14	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

TOTAL

161	92	69
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	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.33	0	N/A	1.19	0	(1.19)	0.62	0	N/A	0.04	0	N/A	0.62	0	N/A	3.98	2	(1.98)
Professional	3.32	1	(2.32)	10.46	2	(8.48)	5.40	13	7.61	0.42	0	N/A	5.40	0	(5.40)	49.39	32	(17.39)
A&E, Science, Computer	0.92	1	N/A	2.41	3	N/A	5.35	4	(1.35)	0.10	0	N/A	5.35	0	(5.35)	7.38	14	6.64
Technical	1.32	0	(1.32)	2.96	2	N/A	3.44	1	(2.44)	0.08	0	N/A	3.44	0	(3.44)	9.80	7	(2.80)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	1.05	3	1.95	3.12	5	1.88	1.32	0	(1.32)	0.09	0	N/A	1.32	0	(1.32)	10.98	14	3.02
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.



000341

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:

October 14, 2008

SUBJECT: As Needed Storm Water Engineering and Consulting Services Agreements

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Tetra Tech Inc.  
Amount of this Action: \$12,500,000.00  
Funding Source: City

**SUBCONSULTANT PARTICIPATION**

Allied Geotechnical (DBE/Asian Pacific Male)	\$ 125,000.00	1.00%
Berggren Land Survey & Mapping, Inc. (DBE/Hispanic Male)	\$ 375,000.00	3.00%
Black & Veatch Corporation (Other)	\$1,875,000.00	15.00%
Chambers Group (DVBE)	\$ 125,000.00	1.00%
CIC Research, Inc. (DBE/Asian Pacific Male)	\$ 125,000.00	1.00%
CRG Marine Laboratories, Inc. (Other)	\$ 250,000.00	2.00%
Garbini & Garbini Landscape (DBE/Caucasian Female)	\$ 375,000.00	3.00%
Geosyntec Consultants (Other)	\$1,875,000.00	15.00%
Katz & Associates (Other)	\$ 625,000.00	5.00%
KOA Corporation (Other)	\$ 125,000.00	1.00%
LNSB, LLLP Stormwater Services (Other)	\$ 125,000.00	1.00%
MACTEC Engineering and Consulting, Inc. (Other)	\$1,250,000.00	10.00%
Nautilus Environmental, LLC (DBE/Caucasian Female)	\$ 250,000.00	2.00%
Nolte Associates, Inc. (Other)	\$ 375,000.00	3.00%
RECON Environmental (Other)	\$ 625,000.00	5.00%
Safework, Inc. (DBE/Caucasian Female)	\$ 125,000.00	1.00%
<b>Total Certified Subcontractor Participation</b>	<b>\$1,500,000.00</b>	<b>12.00%</b>
<b>Total Other Participation</b>	<b>\$7,125,000.00</b>	<b>57.00%</b>
<b>Total Subcontractor Participation</b>	<b>\$8,625,000.00</b>	<b>69.00%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Tetra Tech Inc. submitted a Work Force Report for their San Diego County employees dated July 25, 2008, with a total of 116 employees. The firm's Work Force Analysis reflects under representations in the following categories:

Blacks in Professional  
Hispanics in Mgmt & Financial and Professional  
Filipinos in Professional and Technical  
Females in Mgmt & Financial and Professional

000342

EOC staff is concerned about the under representations in the firm's work force report and therefore, has requested an Equal Opportunity Employment Plan and will continue to monitor the firm's effort to implement their plans.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

**ADDITIONAL COMMENTS**

The Work Force Analysis is attached.



JLR

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR  
Company: Tetra Tech Inc.

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other		
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	1	0	0.4%	0	0	6.2%	0	0
Professional	4.0%	2	0	12.6%	1	2	6.5%	4	1	0.5%	0	0	6.5%	0	0
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0
Technical	6.6%	0	0	14.8%	0	0	17.2%	1	0	0.4%	0	0	17.2%	0	0
Sales	3.9%	0	0	19.5%	0	0	8.8%	0	0	0.6%	0	0	6.8%	0	0
Administrative Support	7.0%	0	1	20.8%	0	7	8.8%	0	2	0.6%	0	0	8.8%	0	1
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.8%	0	0	9.7%	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0
<b>TOTAL</b>		<b>2</b>	<b>1</b>		<b>1</b>	<b>9</b>		<b>6</b>	<b>3</b>		<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

- Mgmt & Financial
- Professional
- A&E, Science, Computer
- Technical
- Sales
- Administrative Support
- Services
- Crafts
- Operative Workers
- Transportation
- Laborers

TOTAL EMPLOYEES		
ALL	M	F
13	10	3
86	59	27
0	0	0
6	4	2
0	0	0
11	0	11
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
<b>TOTAL</b>	<b>118</b>	<b>43</b>

Female Goals  
39.8%  
59.5%  
22.3%  
49.0%  
49.4%  
73.2%  
62.3%  
8.6%  
38.7%  
15.2%  
11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.43	0	N/A	1.55	0	(1.55)	0.81	1	N/A	0.05	0	N/A	0.81	0	N/A	5.17	3	(2.17)
Professional	3.44	2	(1.44)	10.84	3	(7.84)	5.59	5	N/A	0.43	0	N/A	5.59	0	(5.59)	51.17	27	(24.17)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.40	0	N/A	0.89	0	N/A	1.03	1	N/A	0.02	0	N/A	1.03	0	(1.03)	2.94	2	N/A
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.77	1	N/A	2.29	7	4.71	0.97	2	1.03	0.07	0	N/A	0.87	0	N/A	8.05	11	2.95
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000345

**REQUEST FOR COUNCIL ACTION**  
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER  
(FOR AUDITOR'S USE ONLY)  
2900350 & 2900351

TO: CITY ATTORNEY	2. FROM (ORIGINATING DEPARTMENT): STORM WATER DEPARTMENT	3. DATE: 09/30/08
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4. SUBJECT:  
As-Needed Storm Water Engineering and Consulting Services Agreements

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Ulysses Panganiban, 858-541-4326, MS 1900	6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) AveMaria Perkins, 858-541-4306, MS 1900	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input checked="" type="checkbox"/>
---	---	---

**8. COMPLETE FOR ACCOUNTING PURPOSES**

FUND	100 ✓	10508 <i>SV</i>	630221 <i>QR</i>	9. ADDITIONAL INFORMATION / ESTIMATED COST: <ul style="list-style-type: none"> <li>Two (2) agreements; \$12.5 million each</li> <li>Total not-to-exceed amount: \$25 million over five (5) years</li> <li>Exact accounting lines to be determined upon each task order issuance</li> <li>Under agreements, City would agree to issue at least one or more task orders to each firm with a minimum aggregate value of \$1,000; accounting line provided to cover \$2,000 (\$1,000 for each firm)</li> </ul>
DEPT.	533 ✓			
ORGANIZATION	4100 ✓			
OBJECT ACCOUNT	4151 ✓	4151	4151	
JOB ORDER	007858 ✓			
C.I.P. NUMBER	N/A		12-159.0	
AMOUNT	2000 ✓			

**10. ROUTING AND APPROVALS**

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	STORM WATER DEPARTMENT	<i>Tony Henriquez</i>	10/7/08	8	DEPUTY CHIEF	<i>[Signature]</i>	10/28/08
2	E.O.C.	<i>[Signature]</i>	10/15/08	9	COO	<i>[Signature]</i>	11/1/08
3	E.A.S.	<i>[Signature]</i>	10/17/08	10	CITY ATTORNEY	<i>[Signature]</i>	11-3-08
4	LIAISON OFFICE	<i>[Signature]</i>	10/22/08	11	STORM WATER DEPARTMENT	<i>Tony Henriquez</i>	11-3-08
5	F.M.	<i>[Signature]</i>	10/23/08	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: <i>[Signature]</i>			11/9/08
6	AUDITOR	<i>[Signature]</i>	10/29/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input checked="" type="checkbox"/>			
7	PURCHASING & CONTRACTING	<i>[Signature]</i>	11/1/08	REFER TO: <i>1-3</i> COUNCIL DATE: 12/1/08			

11. PREPARATION OF:  RESOLUTION(S)  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. Authorizing the Mayor, or his designee, to approve and execute an agreement with URS Corporation Americas for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years.
2. Authorizing the Mayor, or his designee, to approve and execute an agreement with Tetra Tech, Inc., for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years.

Continued on Back

11A. STAFF RECOMMENDATIONS:  
Adopt resolutions

12. SPECIAL CONDITIONS:

**COUNCIL DISTRICTS:** Citywide

**COMMUNITY AREAS:** Citywide

**ENVIRONMENTAL IMPACT:** This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines sections 15060(c)(3) and 15378(b)(4).

**HOUSING IMPACT:** None

**OTHER ISSUES:** None

**ATTACHMENTS:** Four (4) sets: Agreement between City of San Diego and URS Corporation Americas (Contract No. H084440)  
Four (4) sets: Agreement between City of San Diego and Tetra Tech, Inc. (Contract No. H084445)

**CITY CLERK INSTRUCTIONS:** Forward four (4) sets of agreements and resolutions to Ulysses Panganiban, MS 1900, for execution

## SECTION 11 – PREPARATION OF: RESOLUTIONS, ORDINANCES, ETC. (CONTINUED):

3. Subject to the issuance of task orders, authorizing the expenditure of up to \$25 million over five (5) years from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects to fund task orders issued under the agreements to support storm water-related work only, provided that the City Auditor and Comptroller furnish one or more certificates demonstrating that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.
4. Stating for the record that this activity is not a “project” and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(3) and 15378(b)(4).

**EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE ISSUED:  
 ATTENTION: Council President and City Council  
 ORIGINATING DEPARTMENT: Storm Water Department  
 SUBJECT: As-Needed Storm Water Engineering and Consulting Services  
 Agreements  
 COUNCIL DISTRICTS: Citywide  
 CONTACT/PHONE NUMBER: Ulysses Panganiban, 858-541-4326

**REQUESTED ACTION:** The Storm Water Department requests that Council authorize the Mayor, or his designee, to approve and execute: (a) an agreement with URS Corporation Americas for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years; and (b) an agreement with Tetra Tech, Inc., for as-needed storm water engineering and consulting services for an amount not to exceed \$12.5 million over five (5) years.

The Storm Water Department also requests that Council authorize the expenditure of up to \$25 million over five (5) years from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects to fund task orders issued under the agreements to support storm water-related work only, provided that the City Auditor and Comptroller furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury.

The Storm Water Department also requests that Council state for the record that this activity is not a "project" and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(3) and 15378(b)(4).

**STAFF RECOMMENDATION:** Adopt the resolutions.

**EXECUTIVE SUMMARY:** The City has a need for professional storm water engineering and consulting services on an as-needed basis to support its efforts in managing its storm drain system and complying with multiple urban runoff pollution regulations. These services will support program-level decisions that are needed to address both aging infrastructure and mitigation of pollutants from and caused by urban runoff in the most efficient manner.

In June 2008, the Storm Water Department issued a Request for Proposals (RFP) for storm water engineering and consulting services with the guidance of the Purchasing & Contracting Department. Nine (9) proposals were received, and a selection panel, in compliance with City Council Policy No. 300-7, was convened. The selection panel consisted of City staff, including a representative from the Equal Opportunity Contracting Program (EOCP). Due to the relatively small number of proposals received, no short listing was conducted, and all nine (9) proposers were interviewed in September 2008. The selection process was based on ratings in five (5) established categories. Based on the rating criteria applied to each of the five (5) categories, the selection panel determined URS Corporation Americas and Tetra Tech, Inc., to be the two highest qualified firms.

Two agreements will be executed, one (1) with each firm, to ensure the City sufficient support over the next five (5) years to accomplish its anticipated workload. The proposed agreements with URS Corporation Americas and Tetra Tech, Inc., will have a duration of five (5) years effective from the date of Council approval. Each agreement will have a not-to-exceed amount of \$12.5 million for an aggregate total of not-to-exceed \$25 million over a 5-year period. They will provide support on an as-needed basis in the following general areas, thus reducing the need for other future agreements: (a) Task Management and Administration; (b) Best Management Practice Development and Engineering; (c) Storm Water Infrastructure Asset Management; (d) Environmental Assessment and Permitting; (e) Monitoring and Investigations; (f) Strategic Planning; and (g) Program Assessment.

City departments other than the Storm Water Department may access the services to be available under the agreements, in particular to perform design and environmental assessment work associated with storm water projects and to fulfill Municipal Storm Water Permit responsibilities as outlined in the City's Jurisdictional Urban Runoff Management Plan.

*Equal Opportunity Contracting*


Funding Agency:	City of San Diego
Goals:	15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
Subconsultant Participation:	URS Corporation: \$1,250,000 Certified Firms (10%) \$6,000,000 Other Firms (48%)  Tetra Tech, Inc.: \$1,000,000 Certified Firms (8%) \$7,625,000 Other Firms (61%)
Other:	Work Force Reports Submitted. Equal Opportunity Plans required. Staff will monitor plans and adherence to Nondiscrimination Ordinance.

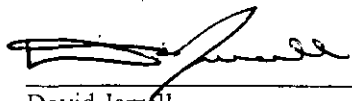
**FISCAL CONSIDERATIONS:** The total not-to-exceed value of the two (2) agreements will be \$25 million (\$12.5 million for each agreement) over a period of five (5) years. Work under these agreements will be funded in increments via the annual fiscal year budget. The City's total obligation on these agreements will be subject to Council approval during the budget approval process for each fiscal year during the 5-year period. Funding for the task orders issued under the agreements will come from Fund #100/Department #533 (General Fund/Storm Water Department), Fund #10508 (Storm Drain Fund), Fund #630221/CIP #12-159.0 (Watershed Capital Projects Annual Allocation), and other funds and individual CIP projects as identified in the City's annual budget in order to support storm water-related work only. For each task order, the City Auditor and Comptroller will be requested to furnish one or more certificates demonstrating that the funds necessary for the expenditure are, or will be, on deposit in the City Treasury. In Fiscal Year 2009, the Storm Water Department anticipates issuing task orders with an estimated total value of \$2,740,000.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:** The Natural Resources and Culture Committee voted 4-0 on October 15, 2008, to forward the agreements to the full City Council without a recommendation.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** The RFP was advertised in several newspapers, including those serving minority communities, to encourage broad and diverse participation in the competition. Notice of the RFP was also placed on the City's official website.

**KEY STAKEHOLDERS AND PROJECT IMPACTS:** Key stakeholders include URS Corporation Americas and Tetra Tech, Inc. Establishment of the agreements will facilitate the Storm Water Department's efforts to protect the quality of the City's and region's water bodies and comply with federal and state water quality regulations that will benefit residents and businesses, the region's tourist industry, and the local environment.

  
 \_\_\_\_\_  
 Tony Heinrichs  
 Storm Water Department Director

  
 \_\_\_\_\_  
 David Jarrell  
 Deputy Chief of Public Works

000349

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTRROLLER

CERTIFICATE OF UNALLOTTED BALANCE  
ORIGINATING

AC 2900351  
DEPT. NO.: 533

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT											

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$12,500,000.00

Vendor: Tetra Tech, Inc.

Purpose: Approve and execute an agreement with Tetra Tech, Inc. for as-needed storm water engineering and consulting services for an amount not to exceed \$12,500,00.00 ove five years with a minimum aggregate value of \$1,000.

Date: October 28, 2008 By: Jessica Olson *Jessica Olson*

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
001	0	100	533	4100	4151	007858					\$1,000.00
TOTAL											\$1,000.00

FUND OVERRIDE



000351

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE  
ORIGINATING

AC 2900350  
DEPT. NO.: 533

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$12,500,000.00

Vendor: URS Corporation Americas

Purpose: Approve and execute an agreement with URS Corporation Americas for as-needed storm water engineering and consulting services for an amount not to exceed \$12,500,00.00 ove five years with a minimum aggregate value of \$1,000.

Date: October 28, 2008 By: Jessica Olson *Jessica Olson*

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	100	533	4100	4151	007858				\$1,000.00
TOTAL										\$1,000.00

AC-361 (REV 2-92)

FUND OVERRIDE

AC 2900350

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH URS CORPORATION AMERICAS FOR AS-NEEDED STORM WATER SERVICES; AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR SUCH AGREEMENT.

WHEREAS, to comply with federal and state storm water regulations, the City must continue to address urban runoff pollution into the Municipal Separate Storm Sewer System via a programmatic approach; and

WHEREAS, the City requires the expertise and personnel of engineering consultants for the development and implementation of its storm water compliance program on an as-needed basis; and

WHEREAS, due to the scale of the storm water compliance program, it is most advantageous to the City to have two as-needed consulting firms assisting with the program; and

WHEREAS, URS Corporation has been selected and recommended by the Mayor as one of two consulting firms best capable of assisting the City in developing and implementing storm water compliance measures; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with URS Corporation Americas, for as-needed storm water engineering and consulting services, under the terms and conditions set forth in the Agreement for Professional Services, on file in the office of the City Clerk as Document No. RR-\_\_\_\_\_.
2. That subject to the issuance of Task Orders under terms of the Agreement, the expenditure of an amount not to exceed \$12,500,000 from Fund No. 100, Department #533, and

Storm Drain Fund No. 10508, and Fund No. 630221, CIP 12-159.0, Watershed Capital Projects Annual Allocation, or from other funds and CIP projects identified by the City Comptroller, is authorized, solely and exclusively to provide funds for the Agreement, provided further that the City Comptroller furnishes one or more certificates demonstrating that the funds necessary for expenditure for each Task Order are, or will be, on deposit in the City Treasury.

3. That the expenditure of the minimum consideration of \$1,000 under the Agreement is hereby approved.

4. That the above activity is not a project and therefore is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines sections 15060(c)(3) and 15378(b)(4).

APPROVED: MICHAEL J. AGUIRRE, City Attorney.

By Frederick M. Ortlieb  
Frederick M. Ortlieb  
Deputy City Attorney

FMO:mb  
11/03/08  
Aud.Cert:2900350  
Or.Dept:StormWater  
R-2009-529

I hereby certify that the foregoing Resolution was passed by the Council of the City of Diego, at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH TETRA TECH, INC. FOR AS-NEEDED STORM WATER SERVICES; AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR SUCH AGREEMENT.

WHEREAS, to comply with federal and state storm water regulations, the City must continue to address urban runoff pollution into the Municipal Separate Storm Sewer System via a programmatic approach; and

WHEREAS, the City requires the expertise and personnel of engineering consultants for the development and implementation of its storm water compliance program on an as-needed basis; and

WHEREAS, due to the scale of the storm water compliance program, it is most advantageous to the City to have two as-needed consulting firms assisting with the program; and

WHEREAS, Tetra Tech has been selected and recommended by the Mayor as one of two consulting firms best capable of assisting the City in developing and implementing storm water compliance measures; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with Tetra Tech, Inc., for as-needed storm water engineering and consulting services, under the terms and conditions set forth in the Agreement for Professional Services, on file in the office of the City Clerk as Document No. RR-\_\_\_\_\_.

2. That subject to the issuance of Task Orders under terms of the Agreement, the expenditure of an amount not to exceed \$12,500,000 from Fund No. 100, Department #533, and

Storm Drain Fund No. 10508, and Fund No. 630221, CIP 12-159.0, Watershed Capital Projects Annual Allocation, or from other funds and CIP projects identified by the City Comptroller, is authorized, solely and exclusively to provide funds for the Agreement, provided further that the City Comptroller furnishes one or more certificates demonstrating that the funds necessary for expenditure for each Task Order are, or will be, on deposit in the City Treasury.

3. That the expenditure of the minimum consideration of \$1,000 under the Agreement is hereby approved.

4. That the above activity is not a project and therefore is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines sections 15060(c)(3) and 15378(b)(4).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Frederick M. Ortlieb  
Frederick M. Ortlieb  
Deputy City Attorney

FMO:mb  
11/03/08  
Aud.Cert:2900351  
Or.Dept:StormWater  
R-2009-530

I hereby certify that the foregoing Resolution was passed by the Council of the City of Diego, at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor