

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
PSOMAS
FOR
DESIGN OF MID-CITY PIPELINE PHASE II
CONTRACT NUMBER: H135950**

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**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND PSOMAS
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Psomas [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of the Mid-City Pipeline Phase II (H135950) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the

Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with

San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or October 1, 2018; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such

notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$1,653,200.00. The compensation for the Scope of Services shall not exceed \$1,253,200.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$400,000.00.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit

one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A) appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines

are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

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

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of

insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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 Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design

Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Design Professional identifies a need for additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

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

4.4.1.1 Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

4.4.1.2 The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

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

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

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

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

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County,

including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Design Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Design Professional shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

4.7.1 Design Professional's Notice to Employees. The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Design Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of

Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each

device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

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

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

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time. Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

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

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this contract.

STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Consultant shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Consultant and any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work. This includes Work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work.

The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

The successful Consultant intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

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 sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

**ARTICLE VII
MEDIATION**

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

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including

required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other

intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Works Department, c/o Alice Altes, MS 908A, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Psomas, 3111 Camino Del Rio North, Suite 702.

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: Curt Edwards, Michael Pollard, Sandy Russell, and Sean Diaz [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 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

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

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

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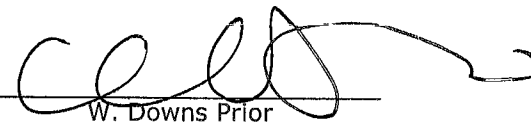
DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 308698, authorizing such execution, and by the Design Professional pursuant to Unanimous Written Consent of the Board of Directors of Psomas.

Dated this 13th day of February, 2014.

THE CITY OF SAN DIEGO
Mayor or Designee

By:



W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind Psomas and that I have read all of this Agreement, this 17th day of December, 2013.

By



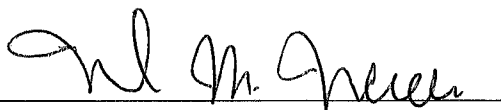
Curt Edwards
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25th day of February, 2014.

JAN I. GOLDSMITH, City Attorney

R - 308698

By



Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
 - (DD) Consultant Past Participation List
- 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 - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - American With Disabilities Act (ADA) Compliance Certification

SCOPE OF SERVICES

DESIGN OF MONTEZUMA/MID-CITY PIPELINE PHASE II (H135950)

SCOPE OF SERVICES

DESIGN OF

MONTEZUMA/MID-CITY PIPELINE PHASE II (H135950)

The Scope of Services defines the extent of design consultant services necessary to complete the required work and documents specified herein for Design (Plans, Specifications, and Estimate), assistance during the Bid, and Construction Support of the Montezuma/Mid-City Pipeline Phase II, herein referred to as the Project. Based on preliminary planning, the City has scheduled 24 months to complete the Design Phase, 6 months to complete the Advertise, Bid, Council Approval, and Award Phase, and 24 months to complete the Construction Phase.

PROJECT BACKGROUND

The Mid-City Pipeline is a two-phase project to provide a parallel and redundant pipeline for the City of San Diego's aging 54-inch Trojan Potable Water Transmission Pipeline (Trojan Pipeline). Phase 1 consisted of the downstream portion of the pipeline, with 4.5-mile stretch of 48-inch-diameter water transmission piping located predominately along El Cajon Boulevard. This project was completed in 2002. Montezuma/Mid-City Pipeline Phase II will install 6,000 feet of 66-inch steel pipeline from the Alvarado Water Treatment Plant (AWTP) to the intersection of 68th Street and El Cajon Boulevard. The north terminus of the pipeline will be connected to where the Earl Thomas Reservoir Outlet Pipeline intersects the Clear Wells Interconnect Pipeline. The south terminus will be connected to the Mid-City Pipeline Phase 1. The pipeline will extend through the City of La Mesa and will consist of a trenchless construction crossing under the Caltrans Interstate 8 freeway (I-8) and Metropolitan Transit System's (MTS) light rail lines.

This new 66-inch CMLC steel pipeline, named the Montezuma/Mid-City Pipeline Phase II, will complete the Mid-City Pipeline project. At its completion, the Mid-City Pipeline will deliver up to 43 million gallons per day (MGD) of water from the AWTP to the Mid-City area, and allow the Trojan Pipeline to be taken out of service for maintenance and repair without impacting water service.

The recommended alignment, in the 10% Engineering Design Report Prepared by Brown and Caldwell, is located primarily within heavily-traveled public road right-of-ways, with portions running through residential neighborhoods, and small portions of the alignment crossing private property. The project will require both open-trench and trenchless construction, a maintenance access road, community coordination, permits, and traffic control design as additional elements of the project. Several key elements of the Phase 2 project include:

- Caltrans I-8 freeway crossing, near 70th Street – Trenchless Construction;
- City Transit Authority Light Rail Crossing, near 70th Street – Trenchless Construction;
- High Traffic Urban Streets – Open Trench Construction; and
- Commercial and Residential Streets through the Cities of La Mesa and San Diego – Open Trench Construction.

PHASE A – DESIGN SCOPE OF SERVICES

SUMMARY OF DESIGN SCOPE OF SERVICES

This Design Scope of Services defines the extent of the Design Consultant’s engineering services needed for the Montezuma/Mid-City Pipeline Phase II project. The consultant will be required to perform all the studies, environmental review, and approvals necessary to finalize the design and prepare the specifications for construction using the current City of San Diego standard construction specifications. The consultant will be required to submit a Preliminary Design Report, as well as a package for review at 30%, 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments

within the City. Each review cycle will require the consultant to attend comment review meetings with all the reviewing parties, as well as several as-needed intermediate meetings to resolve questions and conflicts. The consultant will also be required to go through the City's plan check process at 100%.

The design consultant will be responsible to design the water main, ADA compliant curb ramps, and site restoration, coordinate the resolution of all potential utility conflicts, and secure all the environmental permits and any other permits or temporary easement access rights required to complete the design and construction of the project. The consultant will provide design services, bid and award support, construction support and as-built services.

TASK 1: PROJECT MANAGEMENT

- 1.1 Provide management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award, and Construction Phase.
- 1.2 Attend meetings as requested by the City and coordinate the preparation of supporting materials as required.
- 1.3 Establish and monitor Project scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- 1.4 Maintain the project design schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables, in accordance with the City of San Diego Guidelines and Standards.
- 1.5 Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.
- 1.6 Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may

be required. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:

- 1.6.1 Schedule Information;
- 1.6.2 Percentage of individual task completion;
- 1.6.3 Budget Information;
- 1.6.4 Problems Encountered;
- 1.6.5 Out-of-Scope Authorizations;
- 1.6.6 Design Consultant Action Items;
- 1.6.7 City Action Items; and
- 1.6.8 Resolved Items and Resolution organized by issue/problem subject matter.

1.7 Coordination

1.7.1 Provide coordination and communications between the City Project Management staff and the Design Consultant staff as necessary to keep the entire Project Team informed of the Project's progress on key issues and decisions. The Design Consultant shall inform the City of subconsultant activities and relay any feedback from City staff.

1.7.2 The Design Consultant shall prepare monthly progress reports to provide coordination and communications between its own Project Management Team and individual Task Managers of the various Project elements, activities, and tasks.

TASK 2: PROJECT DESIGN MEETINGS

2.1 The Design Consultant shall prepare meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's Project Manager. Ensure that all Project Team action items are addressed by the

appropriate task managers. Attend meetings as requested by the City and coordinate the preparation of supporting materials, as required. Provide the status on project design issues/problems. The project status log shall be organized by issue/problem subject matter. Action items shall be on one list.

2.2 Meetings

2.2.1 The City will conduct a design kick-off meeting and, the Design Consultant shall have its Project Manager and Project Engineer attend the meeting. The Design Consultant will present its Project Schedule.

2.2.2 Design Consultant will lead 24 monthly progress meetings with task managers and/or major subconsultants assisting in performing work.

2.2.3 Submittal Meetings. The Design Consultant shall attend five (5) submittal meetings to review various design issues prior to the submittal. The meetings will be held prior to the Preliminary Design Report, 30% Design, 60% Design, 100% Design, and Final Design.

2.2.4 Operations Meetings. The Design Consultant shall attend five (5) operations meetings to review various design issues after submittal. The meetings will be held after preparation of the Preliminary Design Report, 30% Design, 60% Design, 100% Design, and Final Design. The Design Consultant shall respond to Water Operations comments in a form provided by the City.

2.2.5 Traffic Control Meetings. The Design Consultant shall attend three (3) Traffic Control Meetings with the City Traffic Engineer at 60% Design, 100% Design, and Final Design. Traffic Control meetings with the City of La Mesa are included in the Jurisdictional Agency Meetings task.

2.2.6 ADA Meetings. The Design Consultant shall attend three (3) meetings with the City CIP Access Law Compliance Officer to discuss the curb ramp design at 60% Design, 100% Design, and Final Design.

2.2.7 QA/QC Meeting. The Design Consultant shall attend one (1) meeting with the City Quality Control / Quality Assurance section to discuss the plans, specifications and bid items at 100% Design.

2.2.8 Jurisdictional Agency Meetings. The Design Consultant shall attend up to 15 meetings with various agencies requiring coordination for this project. These include, but are not limited to, Caltrans, MTS, City of La Mesa, SDCWA, SDG&E, Helix WD, and various franchise utilities.

TASK 3: INVESTIGATIONS

3.1 Review City-provided surveys. Import Microstation files and check for areas needing additional surveys.

3.2 Perform as-built research and obtain all additional as-builts that have not been provided by the City.

3.3 Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets.

3.4 Conduct site verification of utilities and identify those that require potholing (10 visits total).

3.5 Coordinate subconsultants:

3.5.1 Geotechnical. Assume 18 borings, including one in I-8 near the proposed crossing. This work will include separate geotechnical reports for the open cut sections of piping and the trenchless crossing.

3.5.1.1 Open-Trench (cut-and-cover): The number and spacing of exploratory borings will be finalized during design. For the open-trench pipeline reaches, a truck-mounted, small-diameter, hollow-stem auger drill rig is proposed to advance borings to the target depths, however, an air-rotary or air-percussion drill rig may be substituted if effective refusal is encountered during auger drilling.

The purpose of the geotechnical investigation for the proposed open-trench (cut-and-cover) reaches of the Montezuma/Mid-City Pipeline Phase II project will be to evaluate the geotechnical conditions along these pipeline reaches of the project alignment and provide geotechnical recommendations relative to the design and construction of the proposed water pipeline. The scope of services include the following and will likely be modified based on additional site evaluation and project information:

- Review of geotechnical maps and literature pertaining to the site and vicinity, including the previous geotechnical report for the project and geotechnical reports for nearby structures and improvements.
- Review of historic aerial photographs and topographic maps of the area.
- Review of preliminary project plans indicating the proposed location and depths of the proposed pipeline.
- Field reconnaissance to observe the existing surficial soil conditions along the alignment and to mark out proposed exploratory boring locations.
- Communications with Underground Services Alert agency representatives to check that the proposed subsurface investigation will not affect known buried utilities.
- Traffic control plan preparation and processing for the borings in the streets of the City of La Mesa and the City of San Diego. Appropriate signage will be provided during field drilling activities.
- Preparation and processing of County of San Diego Department of Environmental Health exploratory boring permits. (Boring permits require driller, geologist/engineer, and each property owners' signatures and a minimum of two weeks processing time after submitting the application to the County.)
- Investigation of the subsurface soil conditions by drilling, logging and sampling approximately 15 exploratory borings along the proposed cut-and-cover reaches of the pipeline alignment. The borings will be attempted with a truck-mounted, small-diameter, hollow-stem auger drill rig to a maximum

depth of approximately 20 feet below existing grade (target depths are dependent on proposed depth of pipeline at boring locations). An air-rotary/air-percussion drill rig may be substituted if difficult drilling conditions result in effective refusal of auger advancement. Boring termination before target exploration depths is a possibility. Standard penetration tests and California modified split-spoon sampling will be performed in the boreholes, as practicable. Bulk samples of the soils encountered will be obtained. The depth to groundwater at the time of drilling will be noted. Subsequent to logging and sampling, the exploratory borings will be backfilled in accordance with County of San Diego Department of Environmental Health guidelines and pavement areas patched with dark gray-black concrete.

- Geotechnical laboratory testing of the soils samples obtained. Laboratory tests are anticipated to include, at a minimum, grain-size classification, expansion index, moisture/density, maximum dry density/optimum moisture content, direct shear (remolded), pH, resistivity, and soluble sulfate and chloride content tests.
- Geotechnical analysis of the data obtained.
- Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed open-trench pipeline reaches. The report will address the geotechnical factors affecting the proposed new construction and will include recommendations for design, soil-bearing pressure, 2010 CBC seismic design parameters, trench backfill and other design/construction considerations.

3.5.1.2 Trenchless Crossing of Freeway/Railway/Alvarado Creek Corridor: The actual location and depth of the proposed crossing will be finalized during design. From the project Planning Report by Brown and Caldwell, the 66-inch pipeline will likely require an 84-inch steel-cased tunnel. It is assumed that the preferred crossing will extend southerly from Arizona Avenue in La Mesa. For the trenchless pipeline

crossing, a truck mounted, large-diameter, bucket-auger or spin-auger drill rig is proposed to advance borings to the target depths at the access pit locations. A truck-mounted, small diameter, hollow-stem auger and air-rotary/air-percussion drill rig are proposed to advance a boring in the freeway median. Core drilling is not proposed.

The purpose of the geotechnical investigation will be to characterize the geotechnical conditions impacting the proposed Montezuma/Mid-City Pipeline Phase II trenchless crossing of the existing 1-8 freeway, trolley railway and Alvarado Creek channel corridor. The geotechnical investigation will also provide the information requested by Caltrans Encroachment Permits Manual Section B623.3B-5 and provide geotechnical recommendations relative to the design and construction of the proposed pipeline crossing by trenchless methods. The proposed scope of services include the following and will likely be modified based on additional site evaluation and project information:

- Review of geotechnical maps and literature pertaining to the site and vicinity, including the previous geotechnical report for this project and the nearby City of La Mesa sewer project. Additional pertinent geotechnical information will also be attempted to be retrieved from Caltrans, MTS and the City of San Diego for our review.
- Review of historic aerial photographs, as-built maps (if available) and topographic maps of the area (primarily to evaluate the presence/depth of fill under the freeway and in Alvarado Canyon).
- Review of preliminary project plans indicating the proposed location and depth of the proposed trench less crossing and associated access pits.
- Field reconnaissance to observe the existing surficial soil conditions along the alignment and to mark out proposed exploratory boring locations.
- Communications with Underground Services Alert agency representatives to check that the proposed subsurface investigation will not affect known buried utilities.

- Encroachment permit application preparation and processing with Caltrans. The drilling activities for one boring location will require activities in the 1-8 freeway median and a Caltrans Encroachment Permit. Appropriate signage will be provided during field drilling activities.
- Traffic control plan preparation and processing for our boring in Arizona Avenue in the City of La Mesa. Appropriate signage will be provided during field drilling activities.
- Preparation and processing of County of San Diego Department of Environmental Health exploratory boring permits. Exploratory borings will likely encounter groundwater and will be approximately 50 feet in targeted depth. The boring permits require driller, geologist/engineer, and each of property owners' signatures and a minimum of two weeks processing time after submitting the application to the County.
- Investigation of the subsurface soil conditions by drilling, logging and sampling three exploratory borings. Caltrans requires a boring in the median and on both sides of the freeway corridor at the proposed pipeline crossing (trenchless technology). The two borings at the north and south access pit locations will be drilled with a truck-mounted, large-diameter (approximately 30-inch) bucket-auger or spin-auger drill rig to a maximum depth of approximately 50 feet. The boring in the freeway median will be advanced with a truck-mounted, small-diameter, hollow-stem auger drill rig and air-rotary drill rig to a maximum depth of approximately 50 feet below existing grade. Boring termination before target exploration depths is a possibility. Standard penetration tests and California modified split-spoon sampling will be performed in the borehole in the median, as practicable. The depth to groundwater at the time of drilling will be noted. Subsequent to logging and sampling, the exploratory borings will be backfilled in accordance with County of San Diego Department of Environmental Health guidelines and pavement areas patched with gray-black concrete. Excess soils will be hauled off site for disposal.

- Geotechnical laboratory testing of the soils samples obtained. Laboratory tests are anticipated to include, at a minimum, grain-size classification, expansion index, Atterberg limits, moisture/density, maximum dry density/optimum moisture content, direct shear (remolded), permeability, pH, resistivity, and soluble sulfate and chloride content tests.
- Geotechnical analysis of the data obtained.
- Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed trenchless pipeline crossing and addressing the requested geotechnical items in Caltrans Section B623.3B-5. The report will address the geotechnical factors affecting the proposed new construction and will include recommendations for design, retaining wall design (for access pits), soil-bearing pressure, 2010 CBC seismic design parameters, trench backfill and other design/construction considerations

3.5.2 Tunneling Engineering: The geotechnical assessments will receive input from a tunneling expert. The I-8 crossing is assumed to be constructed using conventional steel rib and lagging system including installation of pre-excavation support within the overburden soils, if presented. The proposed scope of work includes:

3.5.2.1 Planning Report The tunneling expert will provide technical inputs for preparing a “Preliminary Design Report” for evaluating two alternative alignments crossing the I-8 freeway.

3.5.2.2 Geotechnical Assessments The tunneling expert will provide technical inputs and assistance to develop a geotechnical investigation program for the one to two alternative alignments. Review the findings from the subsurface investigation, and make recommendations for testing needs for the various construction schemes. Key issues to be addressed:

- Depth to top of bedrock and conditions

- Rock mass qualities in term of RQD and
 - Rock Materials in term of compressive strength, brazil tensile strength, hardness, abrasiveness, and mineralogy
 - Obstructions within overburden soils such as frequency and dimensions of boulders and other foreign objects in the fills
 - Fines contents within the overburden soils
 - Depth to groundwater, seepage, quantity and quality
 - Presence of contaminations
- Review reports, including the Geotechnical Data Report and design recommendations and Geotechnical Baseline Report for the tunneling.
 - Make recommendation for a preferred alignment and profile for the crossing.

3.5.2.3 Preliminary Design – 30 & 60% Design: Tunneling expert will provide engineering assistance for preparing a preliminary and final design of the tunnel construction at the crossing along one preferred alignment. The work will include the following:

- Work with other engineering disciplines to identify the final tunnel alignment, profile and shaft locations.
- Work within the project constraints to develop a workable solution.
- Identify project risks to be addressed by all stakeholders.
- Assist in preparing preliminary engineering drawings.
- Draft specifications.
- Class “O” conceptual cost estimate.
- Attend meetings and workshops on an as-needed basis.

3.5.2.4 Final Design to Bid & Award (If requested by the City):

- Review final design of shaft and tunnel shoring system performed by others.
- Address review comments by others and implement agreed changes.

- Advance the preliminary design to completion including design drawings and specifications.
- Assist in preparing and reviewing relevant contract document.
- Provide input for a final cost estimate prepared by others.
- Attend workshop to develop risk mitigation measures for the construction of the crossing.

3.5.3 Potholing. The quantity, location and depth of potholes will be determined during the design phase. The potholing sub-consultant will be immediately contracted for disposal of hazardous soils associated with the 3 borings near the I-8 crossing. The Consultant shall obtain all necessary encroachment permits for subsurface investigations.

3.5.4 Environmental. Provide MND input, initial study checklist, cultural survey, and responses to DSD form. Determine erosion control requirements. Per the City's request, no environmental services will be provided during the bid and construction phases.

- Review the Montezuma/Mid-City Pipeline Phase II 10% Engineering Design Report prepared by Brown and Caldwell and the Montezuma/Mid-City Pipeline Phase II 30% Engineering Design Report. The review will include a site visit and identifying the Area of Potential Effect (APE) where environmental impacts may occur during the construction phase of the project.
- Obtain Archaeological and Paleontological Records Searches and provide them to the City of San Diego.
- Research City of San Diego and City of La Mesa planning documents that is pertinent to the design and construction of the Montezuma/Mid-City Pipeline Phase II. The research will focus on General Plan, Zoning Ordinance, Mission Trails Regional Park Master Plan, CEQA Significance Determination Thresholds, Land Development Manual, etc.

- Review the Biological Technical Report that will be prepared under a City of San Diego contract. Identified impacts to biological resources and recommended mitigation measures will be incorporated in the draft IS.
- Review the Traffic Control Plan. Traffic control measures recommended in the Traffic Control Plan will be incorporated into the draft IS as project design features that will reduce traffic and access impacts to a less than significant level.
- Review the Geotechnical Report prepared for the 30% Engineering Design Report. Information in the Geotechnical Report will be incorporated into the draft IS, as needed.
- Coordinate with the Cultural Resources consultant to insure that their monitoring scope of work incorporates the pipeline design as presented in the 30% Engineering Design Report.
- Coordinate with the Paleontological Resources consultant to insure that their monitoring scope of work incorporates the pipeline design as presented in the 30% Engineering Design Report and the Geotechnical Report.
- Confer with City of San Diego Architectural Engineering and Parks Division and Development Services Department staff as-needed by telephone, email and meetings.
- Confer with City of La Mesa Planning and Public Works Departments as-needed by telephone, email and meetings.

The final Initial Study Checklist and Negative Declaration (ND) or Mitigated Negative Declaration (MND) to fulfill the requirements of the California Environmental Quality Act (CEQA) will be prepared by City of San Diego staff.

3.5.5 Corrosion. Determine the corrosivity of the existing soils to assist with selecting the best corrosion protection for the steel piping for the project. A coatings review will be provided to analyze different coating options. The following tasks shall be performed:

Document Review – Review of preliminary design plans and specifications for the project pipeline and associated appurtenances.

Soil Resistivity Testing and Field Investigation – Measure soil resistivity using the Wenner Four Electrode Method at the proposed piping location. Locations tested will be dependent on accessibility along the proposed alignment. Perform a visual inspection along the alignment for potential sources of stray current. These tasks will be performed during one site visit.

Soil Analysis & Letter Report – Review the soil sample report provided by the project geotechnical engineer. The report is expected to include as-received and saturated resistivities and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil. Prepare a letter report with the results of the soil resistivity testing, chemical analysis and recommendations for corrosion control.

Coatings Review – Review coatings options and provide recommendations to be incorporated into the PDR.

3.6 Document Review. Review documents prepared by others, including Caltrans geotechnical data, MTS plans, City of La Mesa plans and Atlas Maps, Helix WD plans and Atlas Maps, 10% Design Report, various City Record Drawings and design standards, and SDCWA plans.

TASK 4: PERMITTING

4.1 This task involves obtaining permits from various agencies involved with the construction of the pipeline. These include:

- 4.1.1 MTS Right of Entry and Encroachment Permits
- 4.1.2 Helix WD Encroachment Permit
- 4.1.3 City of La Mesa Encroachment Permit
- 4.1.4 City of San Diego Site Development Permit
- 4.1.5 Caltrans Encroachment Permits for the geotechnical borings, tunnel construction, and for additional survey work performed by the City of San Diego.
- 4.1.6 OSHA Tunnel Classification Permit

The Consultant shall provide all materials necessary for permit submittal packages, arrange all meetings, and coordinate all correspondence necessary for obtaining the permits listed above. The Consultant shall maintain an Agency Permit Log throughout the duration of the project. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential project delays. This log shall contain submittal dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence.

TASK 5: PRELIMINARY DESIGN REPORT (PDR)

5.1 General

A project Planning Study titled, *Mid City Pipeline Phase 2 - 10 Percent Engineering Design Report*, was prepared for the City by Brown and Caldwell dated June 1, 2011. The Planning Study contains preliminary alignments and it shall be used as guidance for the Design Consultant in developing the design and identifying all the studies needed for the design. The PDR will evaluate alternatives for the tunnel crossing, re-routing the pipeline down Mohawk Street vs. Saranac Street, evaluation of alternatives for the location and maintenance access for the pipeline immediately south of the connection at the treatment plant, alternatives for

the tunnel casing materials and tunneling methods, coating/lining alternatives, and valve types.

PDR DELIVERABLES

- Draft PDR with alternative evaluation matrix
- Preliminary Cost Opinion
- Preliminary Design Calculations
- Recommended Alternatives
- Final PDR

TASK 6: 30% DESIGN

6.1 General

All design submittals shall be in accordance with City of San Diego Public Works Engineering Documents & References located at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

They shall also be in accordance with the 2012 Greenbook, 2012 California MUTCD, San Diego Metropolitan Transit System (SDMTS) Standards (when crossing railroads), City of La Mesa Standards (as required), Helix Water District Standards, where required, and any other applicable and accepted codes used in the City of San Diego. If a standard changes prior to Final Design, the Consultant shall update the plans and specifications to the current standard, unless the City determines the change is not significant. Reference Standards are listed in Attachment 1 of this Exhibit A.

6.2 Construction Cost Estimate

The Design Consultant shall prepare construction cost estimates per the latest Master Bid List. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

6.3 Thirty Percent (30%) Design Submittal

The Design Consultant shall submit 30% level design drawings and a design technical memoranda for City review and approval. The 30% Design will, at a minimum, have fulfilled the minimum drafting requirements titled Checklist (Minimum) Drafting Design, Attachment 2 of this Exhibit A.

30% DESIGN DELIVERABLES (Approximately 37 sheets)

- 30 Percent Design Drawings: The following sheets are anticipated:
 - Title Sheet
 - Key Map
 - Notes and Legends
 - Demolition and Easement Plan (3 sheets)
 - Show location of proposed easements. Minimal demolition information
 - Plan and profile sheets (8 sheets)
 - Show existing conditions, pipeline in plan view and existing crossings in the profile. Station pipeline.
 - Plan and profile sheet
 - Blow up of maintenance access road. Show in plan view only. Street cross section
 - Tunneling sheet
 - Helix Water District Relocation (2 sheets)
 - Details (2 sheets)

- Steel pipe details (joints, collar plates, etc.)
 - Details (3 sheets)
 - Connection details
 - Valves with bypasses
 - These sheets will have minimal information for this submittal
 - Details (2 sheets)
 - Miscellaneous information
 - Details (6 sheets)
 - Pedestrian ramps
 - These sheets will be mostly blank for this submittal
 - Mitigation measures (2 sheets)
 - Blank for this submittal
 - Street resurfacing (3 sheets)
 - Blank for this submittal
 - Landscape Plans (1 sheet)
 - Will show the general concept
- (8 sets) - Full Sized Plans
 - (7 sets) - Half Sized Plans (Includes Environmental Public Projects Assessment package first submittal to DSD.)
 - PDF Design Drawings
 - Microstation files
 - Outline Specifications
 - Preliminary Construction Estimate
 - (5 sets) Environmental Public Projects Assessment package ready for submittal to DSD. The package is to be prepared per submittal requirements listed on (DS-510). Consultant shall assume 2 re-submittals

- Completed Design Technical Studies
 - Geotechnical Report
 - Soil Corrosivity and Corrosion Risk Analysis
 - Complete Biological / Survey Report (to be provided by the City)
 - Archaeological / Paleontological Record Search
 - Water Quality Study (including drainage study) or Water Quality Technical report if needed
- Private Easement Acquisition Package
 - Deeds / Title Reports
 - Legal Descriptions
 - As-builts
 - Assessor's Plats (labeled with Assessor Number, Address, and Property Owner's Name)
- California Department of Public Health review. Submit plans to CDPH for preliminary review.

TASK 7: SIXTY PERCENT (60%) DESIGN SUBMITTAL

The Design Consultant shall advance the 30% Design to 60% Design level. Design Consultant shall incorporate agreed upon City comments from the 30% Submittal review. Technical specifications at 60% level along with the 60% Design drawings shall be prepared and submitted by the Design Consultant. The City will provide comments on the 60% Design submittal to be incorporated in the next design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

60% DESIGN DELIVERABLES (Approximately 51 sheets)

- 60 Percent Design Drawings: The following sheets are anticipated:

- Title Sheet
- Key Map
- Notes and Legends
- Demolition and Easement Plan (3 sheets)
 - Proposed easements
 - Show limits of demolition along alignment. Minimal labeling.
- Plan and profile sheets (8 sheets)
 - Show the pipeline and appurtenances in plan and profile view.
 - Label crossings.
 - Show stationing in plan view. Do not station items in profile until 90% submittal.
- Plan and profile sheet
 - Blow up of maintenance access road. Show plan view with street cross section.
 - Preliminary vertical alignment
- Tunneling sheet
 - Locations of pits with pit sizes.
 - Cross section of tunnel
 - Profile of pipeline
- Helix Water District Relocation (2 sheets)
 - Location of existing and proposed relocation
 - Location of known services
 - Other information as required by Helix Water District
- Details (2 sheets)

- Steel pipe details (Joints, collar plates, etc)
 - Details (3 sheets)
 - Connection details
 - Valves with bypasses
 - These sheets will have details of each valve and connection
 - Details (2 sheets)
 - Miscellaneous information
 - Details (6 sheets)
 - Pedestrian ramps
 - Overall map showing curb ramp locations
 - Blowup details of each ramp with new ramp type and modifications as required per City's ADA staff
 - Mitigation measures (2 sheets)
 - Information as required
 - Street resurfacing (3 sheets)
 - Show limits of pavement repairs
 - Landscape Plans (3 sheets)
 - Corrosion Plans (3 sheets)
 - Traffic Control Plans (9 sheets)
- (6 sets) - Full Sized Plans Excluding Traffic Control
 - (9 sets) - Half Sized Plans Excluding Traffic Control (Includes 7 sets for the Site Development Permit package submitted to the Development Services Department.)
 - (2 sets) – Full Sized Traffic Plans
 - (4 sets) – Half Sized Traffic Plans

- PDF Design Drawings (All Plan Sheets)
- Specification boiler plate markups for submittal of first master markup in Word with track changes. (Greenbook based boiler plate to be approved by City Staff; format to be per Greenbook)
- Written responses to the City's 30% Design review comments on form provided by the City
- Preliminary Construction Estimate
- (7 sets) Site Development Permit Package. Submittal requirements are outlined in the City's Project Submittal Requirement for Public Projects. Anticipated technical studies include Geotechnical Study, Water Quality Technical Report and Drainage Study, Noise Study Report, Biology Survey and Archaeological / Paleontological Record Search. Consultant shall assume two (2) re-submittals
- Various Permit Submittal Packages
 - MTS Right of Entry and Encroachment Permits
 - Helix WD Encroachment Permit
 - City of La Mesa Encroachment Permit
 - OSHA Tunnel Classification Permit

TASK 8: ONE HUNDRED PERCENT (100%) DESIGN SUBMITTAL

Design Consultant shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes, and all aspects are considered at 100% Design. The 100% Design will also have fulfilled the minimum drafting requirements titled Checklist (Minimum) Drafting Design, Attachment 2 of this Exhibit A.. Design Consultant shall incorporate agreed upon City comments from the 60% Submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

100% DESIGN DELIVERABLES (Approximately 51 sheets)

- 100% Design Drawings
- NOTE: The same construction sheets shown in the 60% submittal will be provided with full design information necessary for a final submittal.
 - (41 sets) – Full Sized Plans Excluding Traffic Control
 - (6 sets) Half Sized Plans Excluding Traffic Control
 - (11 sets) – Full Sized Traffic Plans
 - (7 sets) – Half Sized Traffic Plans
- PDF Design Drawings (All Plan Sheets)
- Completed Specifications Master Markup #1 in Word with track changes using the City's latest boiler plate and master bid list, which shall have all applicable sections, appendix information, and updated construction estimate attached
- (14 copies) – Specification Master Markups
- (4 copies) – Engineer's Construction Cost Estimate
- Written responses to the City's 60% Design review comments
- CALTRANS Encroachment Permit Package

TASK 9: FINAL DESIGN SUBMITTAL

Design is fully complete in all aspects and considered at final design and bid-ready. Design Consultant shall incorporate City review comments from the 100% Submittal. The Design Consultant shall submit the Final Design and Specifications for cursory review. All Design Consultant's in-house review comments and all City review comments are addressed and all disagreements and open issues are resolved prior to submittal of these documents to the CIP Project Manager.

FINAL DESIGN DELIVERABLES (Approximately 51 sheets)

- NOTE: The same construction sheets shown in the 100% submittal will be provided with full design information necessary for a final submittal;
- 10 copies of the Final Design and Specifications. One (1) set of reproducible Mylar drawings and one (1) electronic media in MicroStation format in accordance with the CADD Guidelines. All the information necessary for a complete construction bid package;
- Final Specifications shall be provided on Microsoft Word files with hard copy delivered;
- A Final Construction Estimate; and
- A suggested sequence of work incorporating the acquisition of all permits, moratoriums, project coordination issues, and phasing requirements demonstrating the construction completion by allowed working days in the contract.

TASK 10: PUBLIC RELATIONS

The Montezuma/Mid-City Pipeline Phase II project will require constant coordination with the Navajo Community Planning Group, College Area Community Planning Group, Friends of Lake Murray, Mission Trails Community Advisory Committee, as well as, the City of La Mesa, private property owners, and business groups throughout the project. Other community groups may be identified during the design process that will require coordination by the Design Consultant. The Design Consultant shall have a public information officer (PIO) dedicated to the project from design commencement to the start of construction. The consultant's PIO shall centralize all information on a website that will be updated on a continuous basis to provide the community with the latest information on the progress of the project. The PIO officer will be responsible to coordinate and conduct all the necessary and requested meetings with the community, Council, and

the Mayor's office, as requested to discuss project-related issues. The Design Consultant will attend all Community presentations with the PIO and City Project Manager. The PIO will provide all meeting collateral. The PIO will work closely with the Project Manager to schedule meetings, appointments, and presentations. The PIO will coordinate all draft written responses to the community with City staff prior to sending formal responses. The PIO will be responsible for handling all project-related phone calls regarding the project and will coordinate with the City staff as needed to provide the most accurate response. The PIO shall prepare City-approved hand-outs and displays for the community presentations as needed. The PIO shall document all community coordination and correspondence and keep the Project Manager abreast of community concerns.

10.1 Outreach Development:

An outreach kick-off meeting will be held to ensure a common understanding of outreach needs and goals. The Design Consultant shall then work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.

10.2 Community Outreach Plan:

A Community Outreach Plan shall begin once the key stakeholders list has been approved by the City. The Community Outreach Plan shall include a timeline for community relations implementation, showing the following types of outreach milestones.

- Due dates for draft collateral deliverables, along with completion deadlines for City reviews and due dates for revised / final collateral deliverables.
- Dates public notices must be distributed and signage posted.
- Timing of web page updates and any other online and print press releases.
- Timing of public meetings and associated preparation activities, including provision for Preliminary / 30% and 100% design meetings with community planning groups, boards, committees and other key project stakeholders.

The Community Outreach Plan shall clearly identify roles and responsibilities for outreach implementation, as well as, points of contact and lines of communication. The Community Outreach Plan shall focus on outreach to planning groups, the community, businesses, and other key stakeholders along the project alignment. The key stakeholders list with contact information shall be included as an appendix to the Community Outreach Plan.

10.3 Preliminary / 30% and 100% Design Presentation Letter:

The City anticipates two (2) rounds of community meetings at either Preliminary Design or 30% Design and again at 100% Design. The PIO will mail a letter describing the project scope, schedule, budget, benefits, and a summary of the anticipated impact. The letter will ask the community planning groups, boards, committees and other key project stakeholders asking them if they would like a project presentation.

10.4 Preliminary Design / 30% Design Presentation (assume 5 meetings):

Public Presentations shall be made to introduce the project to the public. Feedback from public presentations shall be incorporated into the final conceptual layout. The public presentations shall be an opportunity for the project team to learn and understand the public's issues concerning the project. Based on the input from the stakeholders received at the presentations and comments from the community, the team shall develop the final preliminary design to be included in the Preliminary Design Report. The Design Consultant will be responsible for all presentation collateral including fact sheets and displays.

10.5 Follow-up Letter:

The PIO will mail a follow-up letter to the community planning groups, boards, committees, and other project stakeholders asking them if they would like an addition presentation at 100% Design.

10.6 Letter to the Community:

During design a minimum of one letter, describing the project scope, schedule, budget, benefits, and a summary of the anticipated impacts, is to be mailed to all property owners / and residents within 300 feet of the project. The stage of design and number of mailings will be determined in the Community Outreach Plan.

10.8 100% Design Presentation (assume 5 meetings):

Public Presentations shall be made to close the loop with the stakeholders and show how their concerns were incorporated into the final design. The public presentations shall also be a final opportunity for the public to voice any issues or concerns. The PIO will be responsible for all presentation collateral including fact sheets and displays.

10.9 Outreach Documentation:

The PIO shall document all community coordination and correspondence. The PIO shall keep a log of community meeting stakeholders, dates and times, community questions, and answers that were provided. The PIO shall document when a stakeholder declines a meeting or presentation. The PIO shall also keep a log of all correspondence including letters, e-mails and phone correspondences. The PIO shall track the correspondence by stakeholder and keep record of mailings that are returned. The log shall be provided to the Project Manager monthly, or as needed.

PHASE B – BID AND AWARD – TASK 11

The Design Consultant shall provide technical support to the City during the bidding and award phase of the construction packages identified in Phase A - Design, Scope of Services for the design, bid, and construction of Montezuma/Mid-City Pipeline Phase II project.

The Design Consultant shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Questions (assume 10) and responses shall be routed through the City's Contracts Division.

Refer any questions directly from plan holders to the City's Public Works Contracting Group. Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda (assume 4).

If the City elects to create the addenda, the Design Consultant shall assist in preparing the necessary technical addenda to the contract documents. The Design Consultant shall prepare or revise all the drawings required for the addenda.

The bid and award phase is estimated to last approximately six (6) months.

PHASE C – CONSTRUCTION – TASK 12

The Design Consultant shall provide technical support to the Construction Manager (City) during the construction phase of the Project, as described in tasks herein.

12.1 CONSTRUCTION MEETINGS

1.1 Pre-Pre-Construction Meeting

The Design Consultant shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.

1.2 Pre-Construction Meeting

The Design Consultant's Project Manager shall attend and participate in the pre-construction conference including a project site visit.

1.3 Construction Progress Meetings

The Design Consultant shall attend all Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 36 meetings over a 24 month construction period).

12.2 CONTRACTOR SUBMITTALS REVIEW

The Design Consultant shall review the Contractor's submittals (assume 20) for conformance to the Contract Documents. The Design Consultant shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Consultant will review all submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff.

The Design Consultant shall review and evaluate Requests for Substitution, including or equal submissions on shop drawings. The Design Consultant shall provide a written approval or disapproval for a substitution request.

12.3 REQUESTS FOR INFORMATION /CLARIFICATION

The Consultant shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor (assume 15 RFI/RFCs).

12.4 CHANGE ORDER PREPARATION ASSISTANCE

The Design Consultant may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders (assume 5).

12.5 AS-BUILT DRAWINGS

The Design Consultant shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. The Design Consultant shall follow City standards for As-built Mylar Drawings.

12.6 CONSTRUCTION TIME

The construction phase is estimated to last 24 months.

TASKS 13-16: REMAINDER OF SUBCONSULTANTS

The remainder of subconsultants providing services are as follows:

Traffic Subconsultant. Provide traffic control plans and striping plans for the entire pipeline alignment and geotechnical boring in Caltrans right of way. Tasks include:

- Assemble existing traffic volume data for the pipeline routes.
- Meet with the City of San Diego to discuss Traffic Control requirements.
- Meet with the City or La Mesa and Caltrans to discuss the project and Traffic Control requirements for the project.
- Prepare Traffic Control Plans for boring within Interstate 8. The plan will be prepared to permit closure of the Number 1 travel lane on Interstate 8 adjacent to the center median. The plan will be prepared to conform to Caltrans requirements.
- Prepare Traffic Control Plans for Lake Murray Boulevard from approximately 1,100 feet north of Wisconsin Avenue to Wisconsin Avenue, Wisconsin Avenue west or Lake Murray Boulevard, crossing under Interstate 8, Alvarado Road, 70th Street, Mohawk Street, 69th Street and Euclid Avenue. A total of twenty-five (25) Traffic Control Plan Sheets are proposed including title sheet, detail sheet and notes.
- Prepare Striping Plans to restripe the following roadways:
 - Lake Murray Blvd. from 1,100 feet north of Wisconsin Avenue;
 - Wisconsin Avenue west of Lake Murray Blvd.;
 - Alvarado Road;
 - 70th Street from Alvarado Road to Mohawk Street;
 - Mohawk Street at 68th Street and 69th Street; and
 - El Cajon Blvd. at 69th Street.

A total of three (3) Striping Plan sheets with two (2) strips per sheet are proposed.

- Prepare Cost Estimates and Special Provisions for Traffic Control and Traffic Improvements.

Tunneling Subconsultant. Analysis of soil conditions and trenchless methods will be selected to help determine a final alignment and tunneling method. Plans and specifications will be provided for the trenchless crossing. Construction period services will be provided; however, due to the unknown scope of work the trenchless consultant will give a scope and fee upon completion of design and funding will be provided from the “Additional Services” task.

Corrosion Subconsultant. Design a cathodic protection system for the piping and associated appurtenances. Review 30% submittal and submit Cathodic Protection specification and drawings page numbers and titles. Prepare 60% cathodic protection drawings and technical specifications. Drawings will be prepared in Microstation format. Incorporate client / owner comments and provide a draft 100% submittal followed by the final 100% drawings and specifications submittal. Prepare an opinion of probable cost for the construction of the cathodic protection system.

Landscape Subconsultant: Planting, irrigation and re-vegetation plans will be prepared for the portion of pipeline in open space. No other areas will receive landscaping. Landscape design will be in accordance with the tasks below:

Landscape Architecture Scope of Work: Prepare planting, irrigation, and re-vegetation Contract Documents for the open space near the water treatment plant and will include re-vegetation of the pipeline construction and maintenance road installation. Re-vegetation shall be with Diegan Coastal Sage Shrub

Contract Documents:

- o Irrigation plans, notes, details and cost estimate (4 sheets at 20’ scale)

- Planting plans, notes, details, re-vegetation and cost estimate (4 sheets at 20' scale)
- Specifications (at 60% level)

Construction Support Services: Five (5) site visits

The following subconsultants are providing services through the design phase only:

- Potholing subconsultant
- Traffic subconsultant
- Environmental subconsultant
- Geotechnical subconsultant

The following subconsultants are providing services through the start of construction:

- Public Information Officer:

The following subconsultants are providing services through completion of construction.

- Tunneling subconsultant (Construction period services scope and fee to be determined at a later date)
- Landscape subconsultant
- Corrosion subconsultant

TASK 17: ADDITIONAL SERVICES

An allowance for unforeseen conditions will be provided with this project as described below:

Potholing. Ground Penetrating Radar (GPR) will be provided along the alignment. This information, along with a review of record information, will be used to help us identify locations for potholes. Assume 20 potholes along the alignment. The Consultant shall obtain all necessary encroachment permits for subsurface investigations.

Tunneling: Construction period services will be determined upon completion of design and a scope and fee will be provided at that time.

Psomas' participation in an estimated additional 4 community group meetings with foam boards, graphics and other supporting materials.

Bid Phase:

- Estimated additional 10 RFI's and 4 addendums

Construction Phase:

- Estimated 15 additional RFI's
 - Estimated 20 shop drawings and substitution requests.
 - Estimated 5 change order requests.
 - Estimated 12 meetings during construction

END OF SCOPE OF SERVICES

REFERENCE STANDARDS

Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

1. Americans with Disabilities Act (ADA) / Americans with Disabilities Act Accessibility Guidelines (ADAAG)
2. American Water Works Association (AWWA)
3. California Building Code (California Code of Regulations, Title 24)*
4. City of San Diego, Water Department Guidelines and Standards Books 1 through 7, <http://www.sandiego.gov/water/cip/guidelines.shtml>
6. City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
7. City of San Diego E&CP Right-of-Way Design Division CADD Guidelines (2012 Edition Appendix 'A')*
8. City of San Diego Landscape Technical Manual
9. City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans
10. City of San Diego Street Design Manual*
11. City of San Diego Technical Guidelines for Geotechnical Reports
12. County of San Diego Code of Regulations
13. National Electric Code (NEC) as adopted by the City of San Diego
14. State of California Health and Safety Code
15. Uniform Fire Code (UFC) as adopted by the City of San Diego
16. Uniform Mechanical Code (UMC) as adopted by the City of San Diego
17. Uniform Plumbing Code (UPC) as adopted by the City of San Diego
18. Construction Planning & Scheduling Manual by AGC of America
19. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
20. City of San Diego Municipal Code; <http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
21. State Historic Preservation Act
22. City of La Mesa Standards <http://www.cityoflamesa.com/index.aspx?NID=363>
23. City of La Mesa Municipal Code; <http://library.municode.com/index.aspx?clientId=16430>
24. San Diego Metropolitan Transit System (SDMTS) Standards
25. Any and all codes, regulations, and permits (including any amendments) issued by City's Planning and Development Review Department.

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
*NOTE: Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

CHECK LIST (MINIMUM) DRAFTING DESIGN

30% Submittal	60% Submittal	100% Submittal
<p>TITLE BLOCK: Drawing Number Title WBS Number</p> <p>GENERAL North Arrow Scale</p> <p>EXISTING PLAN: Ownership Lines Water w/service & appurt. Sewer w/laterals & appurt. Gas Line, Valves & Service Storm Drains & Inlets Electric Line, Boxes & Services Telco Line, Boxes & Services Cable TV, Boxes & Services Street Center Line Fire services Lot Lines R/W Lines Street Names Stationing Trolley Tracks</p> <p>EXISTING PROFILE: Ex Water Main Horiz./Vert Scale Elevation Scales Ex. Grade / Ex. Pavement Ex. Util Crossings W/Elevations Street Names</p>	<p>TITLE BLOCK: Street Names & Limits</p> <p>GENERAL: Cover Sheet - Limit of Work</p> <p>PROPOSED PLAN: Dimensioning Addresses Stationing Plugs & Dead Ends Pipe Size and Length Valves, FH, Tees Service Blow Off, Air Valves W/Manholes</p> <p>PROPOSED PROFILE: Stationing Pipe Size and Length Grade Breaks w/Inverts Blow Off, Air Valves</p> <p>ADDITIONAL SHEETS: Curb Ramp Resurfacing Highlining, Cut & Plug, Connection Work Abandonment Sheet Alignment Sheet BMPs, Storm Drain Inlet Protection Plan Misc. Details</p>	<p>TITLE BLOCK: Lambert Coordinate Designer's/Drafter's Name Number of Street</p> <p>GENERAL: Street Names (RT Margin) Proposed Pipe Data Table Proposed Coordinate Table Construction Notes Details Reference Data Retirement Data</p> <p>PROPOSED PLAN: Special Plan Notes Subdivision Name Subdivision Map Number Block Numbers Street Closures Caution Call-outs Split-Property</p> <p>PROPOSED PROFILE: Special Profile Notes Traffic Control Plans</p> <p>=====</p> <p>ADDITIONAL SHEETS: (Completed) Curb Ramp Resurfacing Highlining, Cut & Plug, Connection Work Abandonment Sheet Alignment Sheet BMPs, Storm Drain Inlet Protection Plan Misc. Details</p>

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

I. Professional Services Fee.

- A. City and Consultant agree that the Professional Services Fee to be paid to Consultant shall not exceed the Contract Amount shown in the schedule below.

II. Schedule.

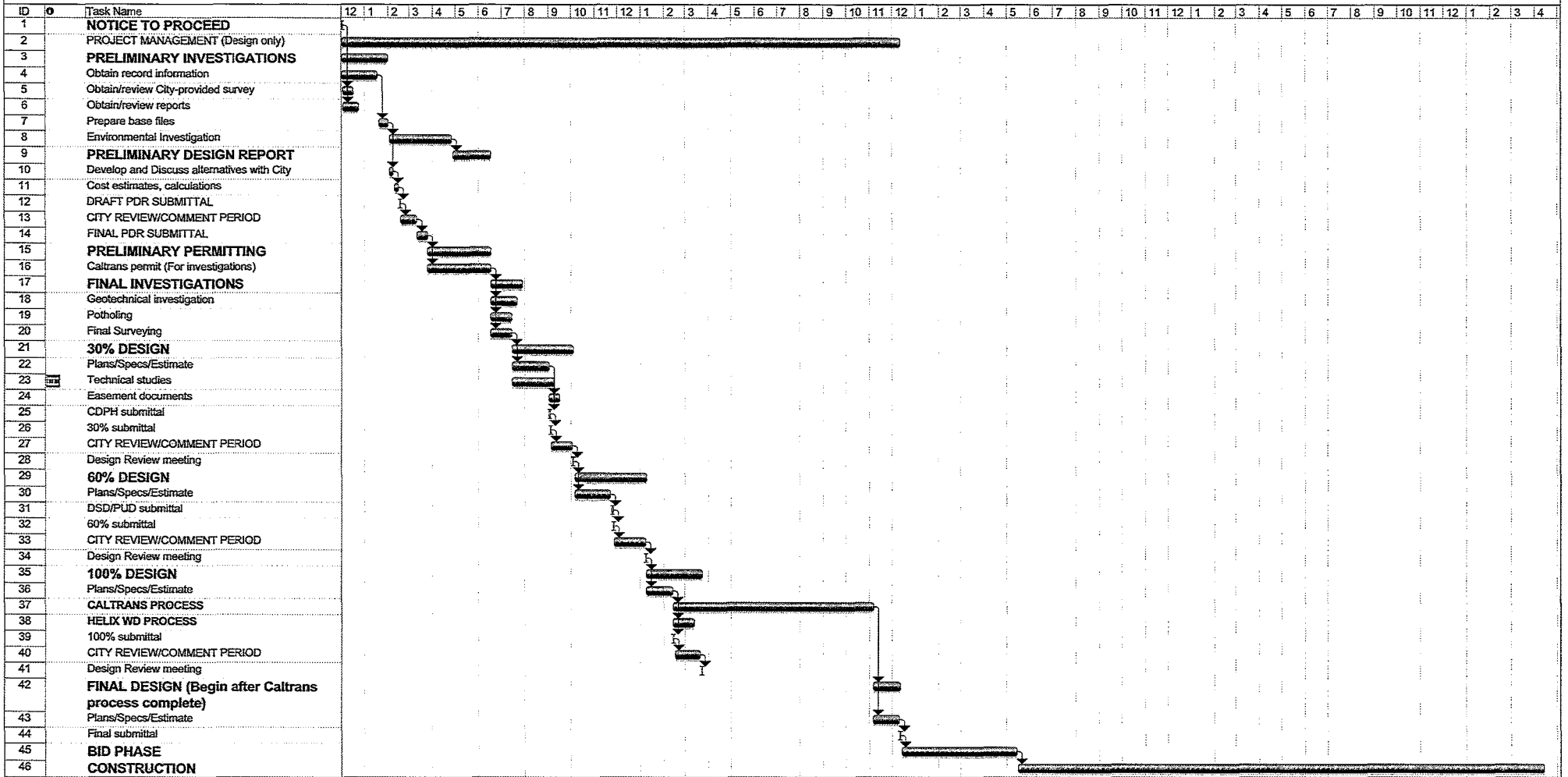
- A. The Contract Amount for this Agreement is \$1,653,200

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Psomas	\$896,417
AirX	\$12,750
Darnell and Associates	\$73,500
FPA Underground	\$70,591
Hinshaw & Associates	\$18,040
Southland Geotechnical	\$92,980
Teshima Design	\$21,650
V&A	\$37,272
Vic Salazar Communications	\$30,000
SUBTOTAL	\$1,253,200
Additional Services	\$400,000
TOTAL	\$1,653,200

TIME SCHEDULE

TIME SCHEDULE

EXHIBIT C



Project: MSPProj11
Date: Thu 10/3/13

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

II. Nondiscrimination in Contracting Ordinance. All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

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

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

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

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

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

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
 - b. 25% participation – 10 points
 - c. SLBE or ELBE as prime contractor – 12 points
2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- C. Commitment Letters. Consultant shall also submit Subcontractor Commitment Letters on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, Contract Activity Reports (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.
- V. **Demonstrated Commitment to Equal Opportunity**. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.
- A. Consultants are required to submit the following information with their proposals:
1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.

4. **Community Activities.** Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certification.

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

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

- AA. Work Force Report**
- BB. Subcontractors List**
- CC. Contract Activity Report**
- DD. Consultant Past Participation List**



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT**ADMINISTRATIVE**

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

CONTRACTOR IDENTIFICATION

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

Name of Company: PSOMAS

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 555 South Flower Street, Suite 4400

City Los Angeles County Los Angeles State CA Zip: 90071

Telephone Number: (213) 223-1400 FAX Number: (213) 223-1444

Name of Company CEO: Blake Murillo, Principal

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

Address: 3111 Camino Del Rio North, Suite 702

City San Diego County San Diego State CA Zip 92108

Telephone Number: (619) 961-2800 FAX Number: (619) 961-2392

Type of Business: Consulting Type of License: Business

The Company has appointed: Caroline Yontez
 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: 555 South Flower Street, Los Angeles, CA 90071
 Telephone Number: 213-223-1400 FAX Number: 213-223-1588

- 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 PSOMAS
 _____ (Firm Name)
San Diego, CA hereby certify that information provided
 _____ (County) _____ (State)
 herein is true and correct. This document was executed on this 1st day of April, 2013

[Signature] _____
 (Authorized Signature) Curt Edwards, PE, Vice President
 (Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: PSOMAS DATE: 4-1-13

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	2	0	0	0	0	0	5	2	0	0
Professional	0	0	1	1	0	0	0	0	0	0	3	1	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	2	0	1	0	1	0	0	0	0	1	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	2	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	0	0	3	1	3	0	1	0	0	0	8	6	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 22

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/WBE/DBE/DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors 2534 E. El Norte Parkway, Suite C Escondido, CA 92027	Subsurface Utility Location and Potholing	0.8%	SLBE/ELBE/WBE/SBE	City of San Diego DGS/Bidsync Supplier Clearing House
FPA Underground, Inc. 201 W Garvey Ave, Suite 102 Monterey Park, CA 91754 Attn: Francis Fong	Tunneling Consultant	4.3%	MBE/DBE/SBE	City of LA/ LA County Metropolitan Transportation Authority
Southland Geotechnical 1465 E. Lexington Avenue, Unit 7A El Cajon, California 92019	Geotechnical Engineering	5.6%	ELBE/SBE/WBE/DBE	City of San Diego Caltrans
V&A Consulting Engineers, Inc. 11011 Via Frontera, Suite C San Diego, CA 92127	Corrosion Engineering	2.3%	SBE/MBE	SCMBDC; CUCP; Coalition of So. CA
Teshima Design Group 9903 Businesspark Ave., Ste. 100, San Diego, CA 92131	Landscape Architecture	1.3%	ELBE/DBE/MBE	City of San Diego
Orion Structural Engineering, Inc., 12257 Old Pomerado Rd., Ste. A, Poway, CA 92064	Structural Engineering	0%	SLBE/ELBE/SBE	City of San Diego
Darnell & Associates, Inc. 2870 Fourth Ave., Ste. A, San Diego, CA. 92103	Traffic Engineering	4.5%	ELBE	City of San Diego
A.D. Hinshaw Associates PO Box 13200 El Cajon, CA 92022-3200	Environmental Engineering	1.1%	ELBE/DVBE	City of San Diego California Dept. of General Services
Vic Salazar Communications 2514 Jamacha Road #502-21 El Cajon, CA. 92019	Public Relations and Outreach	1.8%	SLBE/ELBE/DBE/MBE/SBE	City of San Diego Caltrans/CPUC State of CA

List of Abbreviations:

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

* Listed for informational purposes only.

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

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 SLBE, ELBE, 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: _____

CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Canyonside Recycled Water Booster Pump Station

TYPE OF PROJECT: Civil Engineering Design and Surveying

ESTIMATED \$ VALUE OF CONTRACT: \$350,000

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^{o**}	WHERE CERTIFIED ^o
Name: <u>KOA Corporation</u> Address: <u>5095 Murphy Canyon Road #330</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619.683.2933</u>	Subconsultant Designer	Traffic Engineering	\$7,500	MBE at time of design	State of California
Name: <u>Corrpro</u> Address: <u>6445 Marindustry Drive</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858.824.1992</u>	Subconsultant Designer	Corrosion Engineering and Cathodic Protection	\$22,500	OBE	n/a
Name: <u>Teshima</u> Address: <u>9903 Businesspark Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858.693.8824</u>	Subconsultant Designer	Landscape Architecture	\$10,000	ELBE/DBE/MBE	City of San Diego State of California Caltrans
Name: <u>Moraes Pham</u> Address: <u>2131 Palomar Airport Road</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92011</u> Phone: <u>760.431.7177</u>	Subconsultant Designer	Instrumentation, Electrical and Controls	\$37,500	SLBE/DBE/SMBE MBE	City of San Diego State of California Caltrans
Name: <u>R2H Engineering</u> Address: <u>17150 Via Del Campo # 306</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>858.673.8416</u>	Subconsultant Designer	Structural Engineering	\$25,000	MBE/DBE	State of California Caltrans
Name: <u>Terra Costa</u> Address: <u>3890 Murphy Canyon Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858.573.6900</u>	Subconsultant Designer	Geotechnical Engineering	\$12,500	SBE	State of California

Certifications valid at time of project

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

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

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

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

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

CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Los Penasquitos Reclaimed Water Pipeline

TYPE OF PROJECT: Civil Engineering Design & Surveying ESTIMATED \$ VALUE OF CONTRACT: \$500,000

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^{o**}	WHERE CERTIFIED ^o
Name: <u>AirX</u> Address: <u>2534 East El Norte Parkway</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>760.480.2347</u>	Subconsultant Contractor	Potholing and utility location	\$8,300	SLBE/SBE/WBE	City of San Diego State of California The Network Supplier Clearing House
Name: <u>GForce</u> Address: <u>8878 Balboa Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-583-6633</u>	Subconsultant Designer	Geotechnical Engineering	\$16,000	SLBE/DVBE	City of San Diego State of California
Name: <u>Teshima Lanscape Architecture</u> Address: <u>9903 Businesspark Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858.693.8824</u>	Subconsultant Designer	Landscape Architecture	\$8,000	ELBE/DBE/MBE	City of San Diego State of California Caltrans
Name: <u>KOA Corporation</u> Address: <u>5095 Murphy Canyon Road #330</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619.683.2933</u>	Subconsultant Designer	Traffic Engineering	\$13,500	OBE	n/a
Name: <u>Corrpro</u> Address: <u>6445 Marindustry Drive</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858.824.1992</u>	Subconsultant Designer	Corrosion Engineering	\$19,325	OBE	n/a

****Certifications valid at time of project**

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

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

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

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

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

CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Seismic Retrofit Water Transmission Lines

TYPE OF PROJECT: Civil Engineering Design and Surveying ESTIMATED \$ VALUE OF CONTRACT: \$380,000

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^{o**}	WHERE CERTIFIED ^o
Name: <u>KOA Corporation</u> Address: <u>5095 Murphy Canyon Road #330</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619.683.2933</u>	Subconsultant Designer	Traffic Engineering	\$21,000	OBE	n/a
Name: <u>Ninyo & Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858.576.1000</u>	Subconsultant Designer	Geotechnical Engineering	\$29,000	MBE	City of Los Angeles
Name: <u>V&A Consulting</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>858.576.0226</u>	Subconsultant Designer	Corrosion Engineering	\$14,500	DBE/SBE/MBE	State of California Caltrans Net Connect National Minority Supplier
Name: <u>ABSG Consulting</u> Address: <u>P.O. Box 915094</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75391</u> Phone: <u>510-817-3100</u>	Subconsultant Designer	Operations and Maintenance Plan	\$75,000	OBE	n/a

****Certifications valid at time of project**

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

Certified Minority Business Enterprise

Certified Disadvantaged Business Enterprise

Other Business Enterprise

MBE

DBE

ORE

Certified Woman Business Enterprise

Certified Disabled Veteran Business Enterprise

Certified Emerging Local Business Enterprise

WBE

DVBE

FI RF

Certified Small Local Business Enterprise
Woman-Owned Small Business
Service-Disabled Veteran Owned Small Business

SLBE
WoSB
SDVOSB

Small Disadvantaged Business
HUBZone Business

SDB
HUBZone

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

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

CITY
CPUC
CADoGS
CA

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

CALTRANS
SRMSDC
LA
SBA

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

Attachment CC

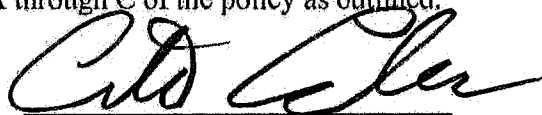
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Design of Mid-City Pipeline Phase 2 (Contract Number: H135950)

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

FIRM NAME: Psomas

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 Curt Edwards, PE

Title Vice President

Date April 1, 2013

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: City of San Diego / Public Works – Engineering & Capital Projects - AEP

2. Name of Specific Consultant & Company: Psomas

3. Address, City, State, ZIP: 3111 Camino Del Rio North, Suite 702 San Diego, CA 92108

4. Project Title (as shown on 1472, "Request for Council Action"): Montezuma/Mid-City Pipeline Phase 2

5. Consultant Duties for Project: Defined in the Consultant's Scope of Work which is limited to Capital Improvements for the installation of the Montezuma/ Mid-City Pipeline Phase 2.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: 
Mark Nassar, Deputy Director

12/13/13
[Date]

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

DEFINITION OF “CONSULTANT”

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

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

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

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

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

**CITY OF SAN DIEGO
Consultant Performance Evaluation**

EXHIBIT H

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																													
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: Phone: (____) _____																														
3. CITY DEPARTMENT RESPONSIBILITY																															
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: (____) _____																														
4. & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)																															
4. Design																															
4a. Agreement Date: _____ Resolution #: R- _____ \$ _____ 4b. Amendment(s): \$ _____ / # _____ (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 style="width: 20%;"></td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 10%; text-align: center;">100 %</td> </tr> <tr> <td>Agreement</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Delivery</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>				_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
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Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction																															
5a. Contractor _____ Phone (____) _____ <i>(name and address)</i>																															
5b. Superintendent _____																															
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																														
6. OVERALL RATING (Please ensure Section III is completed)																															
6a. Plans/Specification Accuracy Consistency with Budget Responsiveness to City Staff	Excellent <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Poor <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																												
6b. Overall Rating _____																															
7. AUTHORIZING SIGNATURES																															
7a. Project Manager _____ Date _____																															
7b. Deputy Director _____ Date _____																															

(4/91)

TURN OVER

Section II SPECIFIC RATING									
PLAN/SPECIFICATION NUMBER AND	REVISED	DATE/NO. OF REV.	PAGE	NO.	ISSUE/CONCERN TO CITY STANDARD	CITY STANDARD			
						EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely Responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adhered to City Standard Drawings/Specs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drawings reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As-Built Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Quality Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III SUPPLEMENTAL INFORMATION
 (Please ensure to attach additional documentation as needed.)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

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

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

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

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

A. PROJECT TITLE:

Design of Mid-City Pipeline Phase 2

(Contract Number: H135950)

B. BIDDER/CONTRACTOR INFORMATION:

Psomas

Legal Name	3111 Camino Del Rio North, Suite 702, San Diego, CA 92108		
	City	State	Zip
Street Address	619-961-2800	619-961-2392	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

- Yes • **No**

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

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

- **Yes** • No

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

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

- **Corporation** Date Incorporated: 02 / 01 / 74 State of Incorporation: California

List corporation's current officers: President: Jacob Lipa
Vice Pres: Curt Edwards
Secretary: Debra Lambeck
Treasurer: Loren Sokolow

Is your firm a publicly traded corporation? • Yes • No

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

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

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

- **Partnership** Date formed: / / State of formation:

List names of all firm partners:

- **Sole Proprietorship** Date started: / /

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

- **Joint Venture** Date formed: / /

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

• Yes • No

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

2. In the past five (5) years, has your firm been denied bonding?

• Yes • No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

• Yes • No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

• Yes • No

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

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

• Yes • No

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

G. COMPLIANCE:

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

• Yes • No

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

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

• Yes • No

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

H. BUSINESS INTEGRITY:

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

- Yes
- **No**

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

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

- Yes
- **No**

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*.
- Update of prior *Contractor Standards Pledge of Compliance* dated 11 / 28 / 12.

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

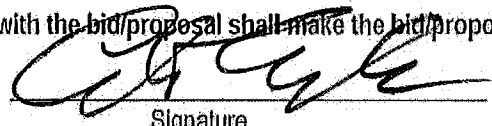
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief.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

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

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

Curt Edwards, PE, Vice President

Print Name, Title



Signature

4/1/13

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

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

Item C - Question #2

David Evans and Associates, Inc. 4200 Concourse, #200, Ontario
CA 91764. Mr. Cliff Simental.

Stantec, 19 Technology Drive, Irvine, CA 92618. Mr. Bruce Kirby

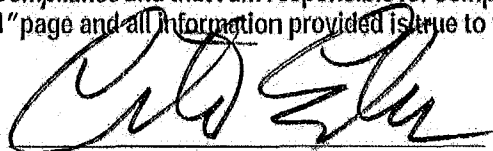
Item G - Question #1

In the spirit of the question and in an effort to be totally up front, we offer this explanation of a potential violation with the policies of the OFCCP in February of 2011, although it did not result in any conviction. We had a housekeeping violation in our applicant record keeping. As a result we entered into a conciliation agreement with the OFCCP. This meant that we provided them with workforce data for the next year to show them that we remedied our record keeping process.

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

Curt Edwards, PE, Vice President

Print Name, Title



Signature

4/1/13

Date

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

COMPANY INFORMATION

Company Name: Psomas	Contact Name: Curt Edwards, PE
Company Address: 3131 Camino Del Rio North, Suite 702	Contact Phone: 619-931-2800
San Diego, CA 92018	Contact Email: cedwards@psomas.com

CONTRACT INFORMATION

Contract Title: Design of Mid-City Pipeline Phase 2	Start Date: TBD
Contract Number (if no number, state location): H135950	End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Curt Edwards, PE, Officer In Charge & Vice President
 Name/Title of Signatory

Signature

4-1-13
 Date

FOR OFFICIAL CITY USE ONLY

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

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Psomas

Name of Firm

Signature of Authorized Representative

Curt Edwards, PE, Officer In Charge & Vice President

Printed/Typed Name

April 1, 2013

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Design of Mid-City Pipeline Phase 2 Contract #H135950

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

Psomas

(Name under which business is conducted)

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

Signed



Printed Name Curt Edwards, PE

Title Officer In Charge & Vice President