

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
GHD INC**

**FOR  
DESIGN OF ROSE CANYON TRUNK SEWER  
JOINT REPAIR**

**CONTRACT NUMBER: H146118**

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**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND GHD, INC  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and GHD, Inc [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Rose Canyon Trunk Sewer Joint Repair (H146118) [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 April 25, 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 \$597,745. The compensation for the Scope of Services shall not exceed \$572,745, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$25,000

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

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



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

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

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

#### **ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS**

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

#### **4.2 Right to Audit.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **4.3.3 Acceptability of Insurers.**

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

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of 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](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 Laila Nasrawi, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: GHD, Inc, 3750 Convoy Street.

**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: Tim Monroe, Christine Waters, Kristie Casarez [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](http://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/](http://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).

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to GHD, Inc's signature authority document.

Dated this 18<sup>th</sup> day of September, 2014

THE CITY OF SAN DIEGO  
Mayor or Designee

By [Signature]

W. Downs Prior  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind GHD, Inc and that I have read all of this Agreement, this 21 day of August, 2014.

State of California, County of SAN DIEGO  
Subscribed and sworn to (or affirmed) before me on this  
21<sup>st</sup> day of AUGUST, 2014 by  
KRISTIE CASAREZ  
proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me.  
Signature [Signature] (seal)

By [Signature]

Kristie Casarez  
Regional Office Manager  
GHD Inc.



I HEREBY APPROVE the form and legality of the foregoing Agreement this 24<sup>th</sup> day of September, 14.

JAN I. GOLDSMITH, City Attorney

By [Signature]

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

## PROJECT UNDERSTANDING

GHD Inc. has been retained to provide predesign, design engineering and environmental document consulting services for the Rose Canyon Joint Repair Project (**Project**). The trunk sewer is owned and operated by the City of San Diego. The project is located primarily within the Rose Canyon area, and is 4.7 miles long and will assess and repair failing joints within that segment of the trunk sewer. . .

The Project includes, pump by pass of sewage, environmental documentation, joint repairs of a 4.7 mile section of the Rose Canyon trunk Sewer, manned entry pipe inspections, permits and encroachment agreements.

## SCOPE OF SERVICES

### *Project Management*

#### **Task 1.1 Management and Administration**

The project manager will track and maintain schedules and budget to ensure conformance with the City's expectation of an on time and on budget design project. The project manager will coordinate with City staff to provide status and inform the city of issues related to the project. The project manager shall develop and maintain a project issues and decisions log to assist with communicating status. This log will be provided to the City at each of the progress meetings.

#### **Task 1.2 Progress and Review Meetings**

The project manager will meet with City staff to provide a status of progress, schedule and budget. The meeting time will include pre-meeting preparation, travel, meeting attendance, and meeting minutes. GHD, Inc estimates that there will be a total of 10 meetings: 1 kickoff meeting, 3 comment review and 6 progress meetings. The project engineer will be responsible for preparing meeting minutes, agenda, and preparing documents in advance of each meeting.

#### **Task 1.3 Internal Inspection Coordination Meetings**

The Project Manager will meet up to four (4) times to coordinate with City Operations and Environmental staff to plan the execution of the internal inspections. GHD Inc's Project Manager will coordinate with City staff and prior to all inspections.

## ***Task 2 Preliminary Alignment, Environmental, Condition Assessment, and Community Outreach***

The efforts in Task 2 will identify the key parameters and data necessary for permitting, environmental documentation and identify the extent of repairs required; as well initial outreach to the community and stakeholders for project buy-in.

### **Task 2.1 Utility Research**

GHD Inc will conduct document research to locate as-built drawings of the utilities in the area. Underground Service Alert will be coordinated with the identified franchise utilities within the area. Utility mapping of franchise utilities will be requested by GHD Inc.

### **Task 2.2 Bypass Design and Preliminary Alignment**

GHD Inc will develop a bypass pumping plan and preliminary force main alignment. The bypass plan will include two pumping locations and will include two alternative alignments. The alternative alignment will identify the best route for the rail crossing on the east end of the alignment and will join the single option alignment after crossing the rail Right of Way. The pump locations will be the Canyon near Nobel Drive and at the cul-de-sac at the north end of Santa Fe Drive

*Deliverable: Alignment graphics, to be included in the Technical Memorandum (TM) No. 1 Report (11 x 17, not to scale)*

### **Task 2.3 Inspection and Condition Assessment of Trunk Sewer**

The GHD Inc Team will review as-built data to identify appropriate locations for confined space entry inspections of the trunk sewer. The Team will coordinate and conduct 3 manhole confined space entries for condition assessment, and will provide the field truck and any equipment necessary to perform the assessments. The assessments will document the condition of the T-Lock liner joint sections and will include:

- Digital photographs for documentation of the pipe joints, upstream and downstream of the pipe entry location
- Opinion of the possible mode of failure and the extent of the observed joint failures
- Collection of concrete samples for pH testing at locations where liner is detached and concrete has been compromised

The data will be analyzed, summarized, and included in TM No. 1.

Inspection entry points will be located to avoid environmental impacts. GHD Inc will follow City of San Diego Bulletin 511 for each inspection site. GHD Inc will prepare a site plan for the inspection sites, complete application form DS-3032 and provide the appropriate insurance certificates to perform this work in Rose Canyon. Environmental Monitoring during condition assessment are not anticipated or included in this Scope of Services.

GHD Inc will coordinate with operations staff who will assist the inspection team in reducing sewage flows in the Rose Canyon Trunk Sewer by placing stop logs in the junction structure near the upper end of the project.

*Deliverable: Inspection and Condition Assessment Data, included with TM No. 1; Bulletin 511 permit*

**Task 2.4 Identify permit requirements**

GHD Inc anticipates that the following permits will require evaluation and assessment by various agencies:

- Army Corps of Engineers – 404 permit
- California Fish & Game – Streambed Alteration Agreement
- Regional Water Quality Control Board 401 Waiver
- City of San Diego - Site Development Permit
- City of San Diego - Traffic Control Permit
- City of San Diego – Bulletin 511 Permit

GHD Inc will meet with staff of each regulating agency to identify permit requirements and validate the deliverables included in this Scope of Services. Field meetings will be required in most cases to properly assess permit requirements. Permit requirements including scheduling restrictions will be included in the Technical Memorandum No. 1 (in a tabular format). Application fees are not included in the scope of services.

*Deliverable: Tabulated Requirements for Each Permit, TM No. 1*

**Task 2.5 Identify encroachment requirements**

The following encroachment permits/agreements are anticipated for the project:

- Caltrans Encroachment Agreement
- NCTD Encroachment Agreement
- City of San Diego Bikeway

GHD, Inc will meet with these agencies and identify project specific requirements for obtaining temporary encroachment agreements.

**Task 2.6 Preliminary Community Input**

GHD, Inc will identify the appropriate community groups to coordinate project impacts and benefits. Community buy-in is essential to project success and for the approval of the Site Development Permit. GHD Inc will meet with community representatives (two times) in the Technical Memorandum Phase to obtain input related to impacts and demonstrate our desire to team with the community on this project.

*Deliverable: Community input will be documented in TM No. 1*

**Task 2.7 Risk Management Plan**

GHD Inc will develop a risk management matrix identifying areas of potential risk and potential failures. The matrix will identify each risk, the probability of occurrence, the impact of the occurrence, and the trigger points where various mitigation measures would be required to eliminate or reduce impacts. This tool will help guide the team in making decisions related to the Final Design . GHD Inc will conduct a “brainstorming” session to identify the potential risks, and City staff are welcome to be a part of that session.

*Deliverable: Risk Management Evaluation section in TM No. 1*

**Task 2.8 Support for Environmental Documentation**

The GHD Inc team will prepare the environmental studies for the project. A mitigated negative declaration is anticipated to be completed by City staff. We understand that the City of San Diego will



act as lead agency for the California Environmental Quality Act (CEQA) process.

**Task 2.8.1 *Research and Investigations/Field Reconnaissance/Environmental Approach***

This task would provide the foundation for the Initial Study and include collecting and reviewing background material for issues such as biological resources, cultural resources in accordance with California Environmental Quality Act (CEQA) Guidelines. The GHD Inc team will perform a desktop review of resource databases and conduct a site visit to identify potential environmental issues that may be associated with the project. The desktop review will consist of background research of existing literature and databases in order to determine the extent of cultural and biological resources for the project area; this will include, but is not limited to, historical topographic maps and aerial photos, the Natural Resource Conservation Service Soil Survey for San Diego County, hazardous materials databases, GeoTracker database, SANDAG's GIS data base, and California Air Resources Board attainment plans. Additionally, the team will review applicable and available City planning and resource constraint documents such as the Existing General Plans, San Diego Multiple Species Conservation Plan (MSCP), along with existing recent and pending "cumulative" development project lists, and other project information needed to determine the scope and range of potential project impacts and associated regulatory requirements.

**Task 2.8.2 *Initial Studies to Support MND***

This task includes an initial site reconnaissance to review existing site features, surrounding uses, and existing setting, access routes, pedestrian and road circulation features, nearby land use activities, and to assess the site's potential environmental resources. Information gathered during the site visit would help support the environmental documentation and refine and focus of potential environmental issues.

**Task 2.8.3 *Preparation of Technical Studies and Reimbursables***

**Task 2.8.3.1 *Updated Cultural Resources Assessment***

A Phase I Archaeological and Paleontological Survey to update the current conditions of the project area and its by-pass options will be performed. This will include:

- Records searches must be ordered for the property from the South Central Information Center (SCIC), located at San Diego State University and the Native American Heritage Commission (NAHC). The results of the records searches will identify previous studies and previously registered cultural resources within or near the property.
- A thorough on-foot reconnaissance will be conducted of the by qualified archaeologists in order to identify any previously unrecorded cultural resources and to ascertain the current status of any recorded sites noted in the record searches.
- A Native American representative will also be present during the survey from the Kumeyaay tribe.
- Finally, a report will be prepared to City of San Diego and CEQA standards, which will provide the results of the survey and records search. For the purposes of this proposal, we will assume

that the report will be negative. However, in the event that the survey indicates that cultural resources are present on the property, the County will require that additional studies be conducted to determine the significance of any resources and the potential impacts to these resources from the proposed development of the property. The significance testing is not part of this Scope of Services but will be added as a subsequent phase of work following the field survey, if necessary.

**Task 2.8.3.2 Biological Assessment Report**

The GHD Inc team will prepare a biological study report for the Rose Canyon Trunk Sewer Joint Repair Project, San Diego, California. The assessment will identify plant communities, animal communities, wetlands, jurisdictional waters and sensitive species potentially present.

*Biological study report:*

- Relationship of the project to the MHPA and City of San Diego MSCP Subarea Plan,
- Wildlands/Urban Interface guidance,
- Topography/Hydrology of site,
- Descriptions and map of soils,
- Plant and Animal species observed,
- Current vegetation and vegetation map,
- Presence/absence of potential jurisdictional wetlands or waters of the US and State (to include wetlands identification, delineation and a preliminary jurisdictional determination),
- Presence/absence of riverine/riparian areas,
- Presence/absence of vernal pools and species associated with vernal pools,
- Presence/absence of suitable habitat for threatened, endangered and MSCP covered species
- Potential Impacts of the proposed action
- Recommendations for mitigation for impacts to sensitive resources
- Recommendations for a construction monitoring plan
- Focused surveys for coastal California gnatcatcher where the project is adjacent to or within suitable habitat (Approximately four surveys assuming disturbance will occur during the gnatcatcher breeding season, 1 March through 15 August),

**Task 2.8.3.3 Native American Consultation**

## Native American Participation and Consultation

- The GHD team is very aware of the importance that Native American consultation can play in any project where cultural resources may be able to be related to a specific group. We believe that the successful identification of Native American cultural values, issues, and concerns can occur only through consultation with tribal governments and practitioners of traditional culture and religion. Furthermore, the consideration of Native American concerns early in any project can help to minimize potential complications later in a project. Working with local tribes and reservations can only serve to further enhance any study.
  
- It is the goal of the consultation process to identify both the resource management concerns and the strategies for addressing them, through an interactive dialogue with appropriate Native American communities. Native American concerns may require the consideration of different

approaches to and treatment of cultural resources than the usual excavation and analysis, particularly in those situations when mitigation is not a realistic option. Such a situation may arise when a proposed action would infringe on constitutional rights or treaty rights.

- For BFSA, the general outline of consultation procedures focuses on Native American interests and concerns, but the approach is not significantly different from the approaches employed to identify and address the points of view and convictions of other interested parties. It is the nature of the planning and environmental review process to give adequate consideration to issues from outside the single agency performing the action, including those that do not lend themselves to physical inspection or objective and quantifiable analysis. It is for that reason that BFSA has worked with many of the Native American groups, tribes, and reservations throughout southern California for more than 37 years.

**Task 2.8.3.4 Nesting Bird Surveys:** Based on the project route we anticipate that nesting bird surveys will be required throughout the general nesting season, 1 February and 30 September. The surveys must be phased to follow the progress of the work. If disturbance is scheduled to occur between 15 February and 30 September a survey for nesting birds protected by the Migratory Bird Treaty Act shall be conducted. If active nests are encountered appropriate avoidance measures shall be implemented. This proposal is based on the project being progressive, moving along the alignment and more than one nesting bird survey will be required. A nesting bird survey is likely to be accurate for about two weeks and then another survey would be required for the next weeks work. Survey requirements cover eight months. **This proposal provides for 16 nesting bird surveys.** If active nests are encountered or suspected appropriate avoidance measure shall be required.

These measures may include avoidance buffers around each nest location and monitoring of nests by the project biologist until it is determined the young have fledged or the nest is no longer active. Each nest site and buffer will be identified on project plans and marked for avoidance. Designation and monitoring of buffers around active nests is not included in this cost proposal.

**Task 2.8.3.5 Revegetation/Restoration Plan:** Preparation of a conceptual re-vegetation plan, maintenance and monitoring plan for the Rose Canyon Project. This proposal is for the preparation of long-term (5 year) re-vegetation maintenance and monitoring plan. The plan will be prepared in accordance with Attachment III of the Land Development Manual Biology Guidelines, "General Outline for Conceptual Revegetation/Restoration Plans (Attached).

**Task 2.8.3.6 401/404 Permits:** We anticipate that Clean Water Action Section 401 and 404 permits and a California Department of Fish and Wildlife Lake or Streambed Alteration Agreement will be required for the project. As a result a Federal level, Section 106, Cultural Resources report/review will be produced and/or integrated into the final archaeological report.

**Task 2.8.3.7 Wetlands/Jurisdictional Delineation:** The team will conduct identification and routine delineation of wetlands on the proposed project site at up to five separate locations within the APE. The final report will include; a discussion of wetland hydrology, hydrophytic vegetation and hydric soils on the project site. The report will identify types and extent of wetlands that may be present. The report will

also identify other types of jurisdictional waters that may be present (Preliminary Jurisdictional Determination) and will include a discussion of permit requirements related to jurisdictional waters. All work will be in accordance with the Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual; Arid West Supplement (Version 2). **It is estimated that 5 delineations will be required based on possible routes and bypass pump areas.**

**Task 2.8.3.8 California Gnatcatcher Surveys:** If disturbance is scheduled to occur in the vicinity of suitable coastal California gnatcatcher habitat in the adjacent MHPA between 1 March and 15 September protocol surveys for coastal California gnatcatcher shall be conducted. If gnatcatchers are encountered appropriate avoidance measures shall be implemented. The nature of the project may require more than one gnatcatcher survey. **The proposed cost is for four surveys, assuming disturbance will occur during the gnatcatcher breeding season (March 1 through August 15).** This proposal addresses only the gnatcatcher survey. Monitoring and avoidance measures are not included in this proposal. The actions described below would be required if gnatcatchers are found adjacent to (within 300 feet) project alignment.

If it is determined that sensitive resources not identified in this proposal are present, additional surveys and/or studies may be required. The cost of these studies is not included in this proposal.

**Task 2.8.4 Environmental Team Project Meetings and Public Hearings**

This Task includes attendance by one to two BFSAs staff at 3 meetings (total of 8 hours), as directed by the City and GHD, Inc, to be billed on a time-and-materials basis. The City will not be billed for any amount of this estimated budget not used. Should this Task require more time than this budgeted amount, GHD, Inc will prepare and submit an amendment to the original Scope of Services to the City for consideration and advance approval.

**Task 2.8.5 Environmental Team Project Management/Coordination**

This task is for coordination and management of the environmental team during the analysis and preparation of the environmental technical studies.

**Task 2.9 Technical Memorandum No. 1 (Draft and Final)**

GHD, Inc will assemble pertinent data generated throughout Task 2 into a comprehensive memorandum which will aid the team in obtaining stakeholder support as the project moves forward, including critical stakeholders such as NCTD to obtain the rail encroachments, and the community groups. A draft TM No. 1 will be provided for City review and commenting. A Final TM No. 1 will incorporate comments provided from the Draft TM.

### Task 3 *Design Services*

#### Task 3.1 Develop 30% Plans

GHD Inc will prepare 30% complete design drawings for the project. The 30% drawings will include a title sheet, draft notes sheets, pump bypass site layout and access plan, schematic level bypass equipment, plan view of alignment, and limits of impact. Revegetation plans and irrigation plans are not anticipated at 30% development.

#### *Deliverables:*

- *30% design drawings*
- *Table of Contents for Specifications*

#### Task 3.2 Develop 60% Plans

GHD Inc will prepare 60% complete design drawings for the project. The 60% drawings will provide greater detail to the design including detail sheets, re-vegetation and irrigation drawings, traffic control plans.

##### Task 3.2.1 *Traffic Control Plans*

Traffic Control Plans will be developed for the alignment of Santa Fe Street to provide a temporary striping plan to allow parking along the west side of Santa Fe Street. GHD Inc will develop a preliminary traffic control concept, meet with traffic control plan check staff to obtain buy-in for the concept plan, before developing the plans. Traffic control plans will be included in the 60% design package.

Traffic/pedestrian control plans will be prepared as required along the bike path North of Santa Fe Street until the bypass alignment leaves the path. These plans may require Caltrans review and approval.

##### Task 3.2.2 *Water Pollution Control Plan*

GHD Inc will prepare a Water Pollution Control Plan (WPCP) that will be required to obtain permit approvals. Because the impact of the project is less than one acre, a SWPPP will not be required. The WPCP will be project specific and will address erosion control and sediment control for areas near stream crossings. The first draft of the WPCP will be developed and submitted with the 60% submittal.

##### Task 3.2.3 *Re-Vegetation and Irrigation Plans*

Re-vegetation and irrigation plans will be developed for the project based on the environmental requirements of the project. Re-vegetation and irrigation plans will be developed in the following 16 areas within the canyon:

#### Base Sheet Sheet Description

- Construction Staging Area off Nobel (within a footprint measuring 200 x 300 s.f.).
- East End - Rail Crossing (307 l.f.) approximate.
- Genesee Storm Drain Crossing (652 l.f.) and Manhole (170 l.f.) approximate.
- East End - Rose Creek Crossing (350 l.f.) approximate.
- Manhole (164 l.f.) approximate (disturbance between trail and manhole – along footpath).
- Midway - Rose Creek Crossing to Mid Rail Crossing (646 l.f.) approximate.
- Combine sites for 3 Manholes on 1 sheet (115 l.f.), (122 l.f.), and (92 l.f.) (disturbance

- between trail and manhole – along footpath).
- Combine sites for 3 Manholes on 1 sheet (45 l.f.), (19 l.f.), and (67 l.f.) (disturbance between trail and manhole – along footpath).
- West End - Rail Crossing (103 l.f. and 225 l.f.) approximate .
- Combine 2 sites on 1 sheet - South End - disturbed area @ E St. and manhole between I-5 and Block St. (146 l.f.) (20' wide disturbance).

Re-vegetation and irrigation plans will be prepared following the City of San Diego Landscape Ordinance and Standards while fulfilling the environmental requirements of the project.

#### Task 3.2.4 *Draft Specifications*

GHD Inc will prepare project specifications for the project, using the Greenbook standard specifications and the City of San Diego Whitebook. Technical specifications specific to this project will be included in SSPWC “Greenbook” format.

#### ***Deliverables:***

- *60% design drawings and Specifications*
- *Response to 30% comments*
- *Water Pollution Control Plan (WPCP)*
- *Environmental public projects assessment package for DSD review*
- *60% level opinion of probable construction cost (OPCC)*

#### Task 3.3 Develop Draft Final (100%) Plans

GHD Inc will prepare 100% complete design drawings for the project. The 100% drawings will provide a complete design for each element of the project. This plan-set will be suitable for permit reviews and City-wide plan-check. The draft final plans will include a listing of anticipated submittals.

GHD Inc will prepare a bid schedule in City of San Diego format with the 100% and Final submittals. Contract language and front end documents will be added by City staff prior to bidding.

#### ***Deliverables:***

- *3 sets of Specifications and Draft-100% design drawings*
- *60% comment responses*
- *Field Constructability Review Package*
- *30 additional full sized plans for Citywide Plan-check & 10 additional sets of Specifications*
- *100% level opinion of probable construction cost*
- *List of anticipated submittals*

#### Task 3.4 Develop Final 100% Plans

GHD Inc will prepare a final set of contract documents based on review comments from City staff and permit regulators. An intermediate submittal between 100% and final submittals is not included. Two meetings are included to discuss comments, one comment review meeting with the City project manager and one meeting with an outside department or regulator which may be required based on Citywide plan-check comments. A work sequencing plan will be developed and submitted at the final design level.

## ***Final Design***

GHD Inc will prepare design drawings following City of San Diego standards. The design drawings are anticipated as follows:

<b>Sheet #</b>	<b>Title/Content</b>
1	Title Sheet
2	General Notes
3	General Notes
4	Pump Bypass Site/Access (Nobel Drive)
5	Pump Bypass Site/Access (Santa Fe Drive)
6	Pump Bypass Equipment (2 Sites)
7	Pump Bypass Details Outlets & Suction Components
7-32	Plan (with Profiles Provided at Bypass Pumps and Outlet)
33	Details – Tie-Downs / Crossings
34	Details - Drainage Crossings / Storm Drain Crossing
35-45	Stormwater Management / Stormwater Pollution Control
45-66	Revegetation Plans
67-80	Irrigation Plans
81-92	Landscape and Irrigation Details
92-131	Traffic Control

### ***Deliverables:***

- *10 sets of final specifications (Word) and design drawings(Microstation)*
- *100% comment responses and Citywide comment responses*
- *Field Constructability Review Package*
- *Work Sequencing Plan*
- *Final opinion of probable construction cost*
- *List of anticipated submittals*

### **Task 3.5 Permits**

GHD, Inc will lay the groundwork for the construction contractor to obtain the following permits:

- California Fish & Game – Streambed Alteration Agreement
- Army Corps of Engineers – 404 permit
- Regional Water Quality Control Board 401 Waiver
- City of San Diego - Site Development Permit
- City of San Diego - Traffic Control Permit (see Traffic Control below)

Task 3.5.1 California Fish & Game is anticipated to be the lead agency in the **Streambed Alteration Agreement** process. GHD Inc will work closely with this agency to identify what permits are necessary, how the project could be influenced to eliminate the need for a streambed alteration agreement. This effort includes up to two meetings with California Fish and Wildlife, preparation of the appropriate graphics and preparation permit applications. Wetland delineation is anticipated and has been included in the preliminary environmental studies. Application fees are not included.

Task 3.5.2 Army Corps of Engineers-404 permit

An Army Corps of Engineers will be evaluated by GHD. GHD will meet with regulators to identify the need for an ACOE 404 permit. It is anticipated that a 404 permit will not be required. This effort will include one meeting with regulator staff to clarify the need for a permit and to determine how the project can be influenced to eliminate the need for this permit.

Task 3.5.3 The **Regional Water Quality Control Board 401 waiver** is anticipated for the project. GHD Inc will prepare the application including project description and graphics. Effort for this permit includes up to two meetings with Regional Board staff. Application fees are not included.

Task 3.5.4 A **Site Development Permit** will be required, for this permit GHD Inc will prepare exhibits, prepare and file the application with up to 30 sets of plans, and attend one public hearing to approve the project. Community interaction and approval is necessary for this permit. The community coordination task includes community meetings required to obtain community support. This task includes effort to obtain approval on the first attempt with one application and one public hearing.

### Task 3.6 Encroachments

Temporary encroachment agreements are anticipated for two agencies; Caltrans and North County Transit District (NCTD) to complete the construction of this project. GHD Inc will coordinate with NCTD and Caltrans to obtain encroachment permits. The **Caltrans permit** is anticipated to be a perpendicular crossing encroachment, our fee reflects an encroachment agreement for a "Traffic Control" type perpendicular crossing, if a more stringent permit process is required fees from additional services may be required. We anticipate that local approval will be allowed and that the traffic control plans for the bikeway under Hwy 52 will be reviewed by Caltrans. Our scope includes preparation of, and submission of the encroachment permit application. Application fees are not included.

GHD Inc will coordinate with **NCTD** for three crossing locations two of which will be necessary to complete the project. Our fee includes detailed study and hydrology at one location, the storm drain structure crossing the tracks. Hydrology and flow studies are not anticipated at the bridge crossings. Our scope includes one meeting with NCTD during the design phase of the project, preparation of, and submission of the encroachment permit application and mapping of the encroachment limits.

### Task 3.7 Community Coordination

GHD Inc will conduct community coordination by preparing for and presenting the project at up to 2 community meetings during design, to provide a better public understanding of the project during our presentations and improve the City's reputation with the public. Meetings will be held at the University City Community Group and the Friends of Rose Canyon group. Two additional meetings are included to assist in obtaining community approval related to the Site Development Permit.

***Deliverable:** Graphics and handouts for Community Presentations*



## **Task 4 *Bidding and Construction Services***

The following services will be provided during bidding and construction:

### **Task 4.1 Meetings During Construction**

GHD Inc will attend the following meetings during the bid and construction phase of the project:

- Pre-preconstruction meeting
- Preconstruction meeting
- 20 progress meetings

The pre-preconstruction meeting will be to orient the construction management staff to the project and to identify the key issues that should be discussed with the contractor during the preconstruction meeting. Attendance at progress meetings will assist the City project manager in addressing questions during construction.

### **Task 4.2 Submittal Review**

GHD Inc will perform submittal review during construction. Submittals will be reviewed for conformance with the plans and specifications and the design intent. Review of fifteen submittals are estimated and included in this Scope of Services. Substitution requests will be reviewed for conformance with the design intent and the needs of the project.

### **Task 4.3 Requests for Information (RFI) / Requests for Clarification (RFC) Response**

GHD Inc will respond to requests for information submitted by the construction team. RFI/RFC's will be responded to with three business days of receipt.

### **Task 4.4 Change Order Preparation Assistance**

GHD Inc will assist City staff in the preparation of change orders by assisting in the evaluation of changed conditions or other claims. A budget of 8 hours has been included for this effort.

### **Task 4.5 As-built drawings**

GHD Inc will prepare as-built drawings for the project. As-builts will be prepared based on redline drawings provided by the City. GHD Inc cannot be responsible for the accuracy of redlines provided by others. As-builts will be prepared for the joint repair effort. As-builts will not be required for landscape, irrigation, or traffic control.

## **Task 5 *Additional Services***

Additional Services could include; ADA design elements, nesting surveys during construction, special inspections during construction, additional meetings, or additional effort to gain community or regulatory approvals.

## **Project Fee**

GHD Inc will perform the work for each task provided under this Scope of Services as detailed out in Exhibit B Compensation and Fee Schedule.

EXHIBIT B

Exhibit B

GHD Inc. Team - Fee Schedule  
 Rose Canyon Trunk Sewer Joint Repair Project  
 SAN DIEGO, CA

GHD	Project Director	QA-QC	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Project Coordinator	VE&A	Cost Estimator	BFS&A	Gabini & Gabini	Humanity	Cyaldo	Consumable Costs	TOTAL HOURS	TOTAL FEE	
	\$220	\$220	\$210	\$140	\$115	\$125	\$85	Cond. Assess		Environmental	Landscape	Public Relat	Permits & PC				
<b>TASK 1.00 Project Management</b>																	
1.1	Management and Administration (Est. 20 Month Duration)		10				40								100	\$16,600	
1.2	Progress and Review Meetings (10 Meetings total)	10				36									66	\$11,036	
1.3	Internal Inspection Coordination Meetings (4-Total)			16											16	\$3,456	
<b>SUBTOTAL</b>		<b>10</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>36</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>102</b>	<b>182</b>	<b>\$31,092</b>	
<b>TASK 2.00 Preliminary and Technical Support Services</b>																	
2.1	Utility Research			2		8									10	\$1,400	
2.2	Evapor Design and Preliminary Alignment	5	14	24	4	36	20								94	\$15,064	
2.3	Inspection and Condition Assessment of Trunk Sewer		2	12		32		\$34,500							46	\$41,496	
2.4	Identify Permit Requirements			16		40									56	\$8,296	
2.5	Identify Encroachment Requirements			6		4									10	\$1,280	
2.6	Preliminary Community Input			8								\$2,200			8	\$3,920	
2.7	Risk Management Plan	2		6		2									10	\$2,810	
2.8	Support for Environmental Documentation		10	4											14	\$3,124	
2.8.1	Repeatability Investigation Report									\$2,000					0	\$2,000	
2.8.2	Initial Studies to Support Mitigated Negative Declaration														0	\$0	
2.8.3	Preparation of Technical Studies & Reimbursables		16	4											20	\$4,400	
2.8.3.1	Updated Cultural Resources Assessment									\$6,600					0	\$6,600	
2.8.3.2	Biological Assessment Report									\$2,850					0	\$3,850	
2.8.3.3	Native American Consultation									\$1,600					0	\$1,600	
2.8.3.4	Nesting Bird Surveys									\$8,600					0	\$8,600	
2.8.3.5	Revegetation Restoration Plans									\$11,000					0	\$11,000	
2.8.3.6	Section 106 Report for 404/401 permit									\$6,050					0	\$6,050	
2.8.3.7	Jurisdictional Delineations (s)									\$15,200					0	\$15,200	
2.8.3.8	Onsite survey and Report									\$12,400					0	\$12,400	
2.8.4	Environmental Team Project Meetings/Public Hearings			8						\$1,320					8	\$3,128	
2.8.5	Environmental Project Management Team Coordination									\$3,500					0	\$3,500	
2.9	Technical Memorandum (Draft and Final)	2	6	14	4	20	12	2	\$34,500	\$0	\$10,870				66	\$14,166	
<b>SUBTOTAL</b>		<b>10</b>	<b>46</b>	<b>104</b>	<b>4</b>	<b>134</b>	<b>32</b>	<b>2</b>	<b>\$34,500</b>	<b>\$0</b>	<b>\$10,870</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,892</b>	<b>332</b>	<b>\$197,442</b>	
<b>TASK 3.00 Design Services</b>																	
3.1	Develop 30% Submittal	2	4	24		84	100	2							24	\$39,506	
3.2	Develop 60% Submittal	2	4	24		82	90	2	\$9,600						184	\$32,534	
3.2.1	Trade Control Plans		2	2		4							\$27,508		8	\$28,868	
3.2.2	Water Pollution Control Plans		2	6		40	36								84	\$12,904	
3.2.3	Revegetation and Irrigation Plans		4	8											12	\$2,632	
3.2.4	Specifications				20	48	12								80	\$34,840	
3.3	Develop Draft 100% Submittal	4	6	20		76	116	2	\$3,000						194	\$12,864	
3.4	Develop Final Plans and Submittal	4	6	24		42	68	2	\$1,600						148	\$23,156	
3.5	Permits (404 waiver, SUP by GRU, 404, SAP, SEP by Cyaldo)														0	\$0	
3.5.1	Streambed Alteration permit														3	\$6,600	
3.5.2	Army Corps - 404 permit														2	\$2,980	
3.5.3	401 Waiver														3	\$4,398	
3.5.4	Site Development Permit		2	24	20	16	4								26	\$11,016	
3.6	Encroachments		2	12									\$13,200		14	\$16,244	
3.7	Community Coordination			16											16	\$12,184	
<b>SUBTOTAL</b>		<b>12</b>	<b>34</b>	<b>122</b>	<b>20</b>	<b>340</b>	<b>416</b>	<b>22</b>	<b>\$0</b>	<b>\$9,600</b>	<b>\$0</b>	<b>\$67,688</b>	<b>\$6,600</b>	<b>\$52,500</b>	<b>\$9,082</b>	<b>1052</b>	<b>\$296,228</b>
<b>TASK 4.00 Bidding and Construction Services</b>																	
4.1	Meetings During Construction			80	112	112									104	\$20,484	
4.2	Shop Drawing/Submittal Review			12	116	116					\$4,577				44	\$11,541	
4.3	RFI/RFC Response			12											12	\$2,592	
4.4	Change Order Preparation Assistance			8											8	\$1,728	
4.5	As-built Drawings			8			60								68	\$3,588	
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>120</b>	<b>228</b>	<b>228</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,577</b>	<b>0</b>	<b>0</b>	<b>1416</b>	<b>236</b>	<b>\$49,933</b>	
<b>TASK 5.00 Additional Services</b>																<b>\$26,000</b>	
<b>SUBTOTAL</b>																<b>\$34,500</b>	
<b>TOTAL</b>																<b>\$67,442</b>	
<b>GRAND TOTAL</b>																<b>\$597,745</b>	

Exhibit C  
Rose Canyon Trunk Sewer Joint Repair  
Project Schedule

Task Name	Duration	9/8/2014	12/17/2014	3/27/2015	7/5/2015	10/13/2015	1/21/2016
Notice to proceed	0						
Kickoff meeting	7						
<b>Pre-design effort</b>	<b>109</b>						
Develop bypass alignment	20						
Develop Bypass sequencing and connections	10						
Obtain Canyon Access Permit (bulletin 511)	40						
Evaluate joint damage	20						
Evaluate repair methods	10						
Perform Preliminary Environmental Studies	40						
Evaluate flows and bypass options	20						
Prepare Technical Memorandum	10						
<b>Design</b>	<b>350</b>						
Survey	88						
30% Design	33						
City Review	10						
60% Design	33						
City review	10						
100% Design	33						
Citywide Plan Check	22						
Final Design	11						
<b>Environmental Documents</b>	<b>500</b>						
Prepare Mitigated Negative Declaration	44						
Biological Resources Study	22						
Historical resources study	22						
Paleontological Resources Study	22						
Prepare Draft MND	22						
<b>Obtain Permits</b>	<b>132</b>						
Right of Entry with Caltrans	132						
Right of Entry with NCTD	132						
Streambed alteration permit	132						
Regional Board Permit / Certification (401)	132						
ACOE 404 permit	132						
DSD Site Development Permit	132						
Contingency/Float	66						

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 PROGRAM (EOCP)**

1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101

Phone: (619) 533-3450 • Fax: (619) 533-3633

**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: GHD Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 3750 Convoy Street, Suite 220

City San Diego County San Diego State CA Zip 92111

Telephone Number: (858)244-0440 FAX Number: (858)244-0441

Name of Company CEO: Ian Shepherd

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

Address: NA

City NA County NA State NA Zip NA

Telephone Number: (858)244-0440 FAX Number: (858)244-0441

Type of Business: Consulting Engineer Type of License: N/A

The Company has appointed: Kristie Casarez

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: 3750 Convoy Street, Suite 220 San Diego, CA 92111

Telephone Number: (858)244-0440 FAX Number: (858)244-0441

- 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 GHD Inc.

*(Firm Name)*

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

herein is true and correct. This document was executed on this 27 day of June, 2014

*Kristie Casarez*  
*(Authorized Signature)*

Kristie Casarez  
*(Print Authorized Signature)*

WORK FORCE REPORT -- NAME OF FIRM: GHD Inc.

DATE: 6/27/14

OFFICE(S) or BRANCH(ES): San Diego Office

COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1								1	1	
Professional														
A&E, Science, Computer						1						6	1	1
Technical												3	1	
Sales				2										
Administrative Support						1							2	
Services														
Crafts														
Operative Workers														
Transportation														
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	0	3	0	2	0	0	0	0	10	5	1	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

21

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

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

## WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS

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

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

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

## **Exhibit: Work Force Report Job categories**

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

### **Management & Financial**

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

### **Professional**

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

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

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

**Services**

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

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

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## 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 are certified by the City as local businesses shall be counted as SLBEs. Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of services, and percent of participation in the project. Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRAC T	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
V&A Consulting Engineers, Inc.	Corrosion Control	5.3%	MBE/OBE	County of California
Brian F. Smith & Associates (BFSA)	Environmental	15.6%	SLBE (#12BS0577)	City of San Diego
Cvaldo Corporation	Civil Engineering Support (Permitting & Traffic Control)	8%	SLBE (#10CC0103)	City of San Diego
Humanability	Public Outreach	1%	SLBE (#11HC0124) WBE (#10GS001) SMBE (#1145560)	City of California CA Public Utilities Commission State of California
Garbini & Garbini	Landscape & Irrigation	11%	ELBE (#11GG0201) DBE and WPE (UCP Firm # 4788)	City of San Diego  Caltrans

### List of Abbreviations:

<b>Small Local Business Enterprise</b>	<b>SLBE</b>
<b>Emerging Local Business Enterprise</b>	<b>ELBE</b>
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:** Design of Rose Canyon Trunk Sewer**PRIME CONTRACTOR:** GHD Inc.**CONTRACT AMOUNT:** \$597,745**INVOICE PERIOD:** TBD**DATE:** 6/27/2014

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
V&A Consulting Engineers, Inc.	MBE/OBE					\$31,486	5.3%
Brian F. Smith & Associates (BFSA)	SLBE (#12BS0577)					\$93,518	15.6%
Cvaldo Corporation	SLBE (#10CC0103)					\$48,000	8.0%
Humanability	SLBE (#11HC0124) WBE (#10GS001) SMBE (#1145560)					\$6,000	1.0%
Garbini & Garbini	ELBE (#11GG0201) DBE and WPE (UCP Firm # 4788)					\$65,785	11.0%
Prime Contractor Total:						\$352,956	59.0%
Contract Total:						\$597,745	100%

Completed by: Kristie Casarez (6/27/2014)

Contractor Activity Report

**CONSULTANT 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: Silverwood Lake - Sawpit Road, California Department of Parks and Recreation      Awarded June 2007  
 TYPE OF PROJECT: Street Improvements      DOLLAR VALUE OF CONTRACT: \$146,163

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®	WHERE CERTIFIED®
Name: <u>Anchor Engineering Inc.</u> Address: <u>3685 Mt. Diablo Boulevard, Suite 355</u> City: <u>Lafayette</u> State: <u>CA</u> Zip: <u>94549</u> Phone: <u>(925) 385-0950</u>	Designer	Construction Management	\$5,169.25 (4%)	SB, DVBE	CADoGS
Name: <u>JR Conkey &amp; Associates Inc</u> Address: <u>735 Sunrise Avenue, Suite 200</u> City: <u>Roseville</u> State: <u>CA</u> Zip: <u>95661-4568</u> Phone: <u>(916) 783-3277</u>	Contractor	Cost Estimating Services	\$9,325 (6%)	DVBE	CADoGS
Name: <u>Berggren &amp; Associates</u> Address: <u>6046 Cornerstone Court West, Suite 116</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(858) 824-0034</u>	Contractor	Surveying Services	\$22,653 (15%)	DBE, SLBE	CALTRANS

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

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

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

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

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

**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to 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: Cuyamaca Rancho State Parks, California Department of Parks and Recreation Awarded May 2007  
 TYPE OF PROJECT: Civil Engineering, Reports, Studies and Design, Geotech and Survey DOLLAR VALUE OF CONTRACT: \$214,938

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 <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>Katz, Okitsu &amp; Associates</u> Address: <u>2251 San Diego Avenue, Suite A270</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>(619) 683-2933</u>	Designer	Traffic Studies	\$24,950 (12%)	SBE	CADoGS
Name: <u>Berggren &amp; Associates</u> Address: <u>6046 Cornerstone Court West, Suite 116</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(858) 824-0034</u>	Contractor	Geotechnical Services	\$29,513.90 (14%)	DBE, SLBE	CALTRANS
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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

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

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

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

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




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

**PROJECT TITLE:** Design of Rose Canyon Trunk Sewer

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:

GHD Inc.  
Name under which business is conducted

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

Signed   
Printed Name Kristie Casarez  
Title Regional Office Manager/  
Service Group Manager  
Date 6/27/2014

**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](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](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego Public Works Department
2. Name of Specific Consultant & Company: GHD Inc.
3. Address, City, State, ZIP: 3750 Convoy, Suite 220 San Diego, CA 92111
4. Project Title (as shown on 1472, 'Request for Council Action'): ROSE CANYON TRUNK SEWER Joint Repair
5. Consultant Duties for Project: Design of 11,000 Linear Feet of Pipe with 22 MGD Pump to divert the flow from Rose Canyon Trunk Sewer + Repair of joints by installing sleeves for 4.7 miles of RCTS. The work includes Environmental + Technical studies.
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: [Signature]
[Name/Title]\*

[Date] 08/29/14

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.

**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 INFORMATION		2. CONSULTANT INFORMATION																													
1a. Project (title, location):		2a. Name and address of Consultant:																													
1b. Brief Description:		2b. Consultant's Project Manager: Phone: ( )																													
1c. Budgeted Cost: \$ WBS/IO:																															
3. CITY DEPARTMENT INFORMATION		4. CONTRACT INFORMATION																													
3a. Department (include Division):		3b. Project Manager (address & phone):  Phone: ( )																													
5. DESIGN AND CONSTRUCTION INFORMATION																															
<b>4. Design</b>																															
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:																													
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Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
<b>5. Construction</b>																															
5a. Contractor _____		Phone ( ) _____																													
<i>(name and address)</i>																															
5b. Superintendent _____																															
5c. Notice to Proceed _____ (date)		5f. Change Orders:																													
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____																													
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____																													
		Changed Scope _____ % of const. cost \$ _____																													
		Changes Quantities _____ % of const. cost \$ _____																													
		Total Construction Cost \$ _____																													
6. RATING INFORMATION																															
6a. Plans/Specification Accuracy		Excellent	Satisfactory																												
Consistency with Budget		<input type="checkbox"/>	<input type="checkbox"/>																												
Responsiveness to City Staff		<input type="checkbox"/>	<input type="checkbox"/>																												
6b. Overall Rating _____		<input type="checkbox"/>	Poor																												
7. SIGNATURES																															
7a. Project Manager _____		Date _____																													
7b. Deputy Director _____		Date _____																													

(4/91)

**TURN OVER**

Section II					SPECIFIC RATING				
DESCRIPTION	1	2	3	4	DESCRIPTION	1	2	3	4
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 Rose Canyon Trunk Sewer Joint Repair

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**B. BIDDER/CONTRACTOR INFORMATION:**

GHD Inc.

Legal Name	CA	92111
3750 Convoy Street, Suite 220 San Diego		
Street Address	City	State Zip
Kristle Casarez, Regional Office Manager 858-633-4808		
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: 07/01/2006 State of Incorporation: CALIFORNIA

List corporation's current officers: President: RICHARD N. WANKMULLER  
Vice Pres: TED WITTON  
Secretary: J. DUNCAN FINLAY  
Treasurer: GRAIG ROBINSON

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 \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

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

Kristie Casner  
Print Name, Title

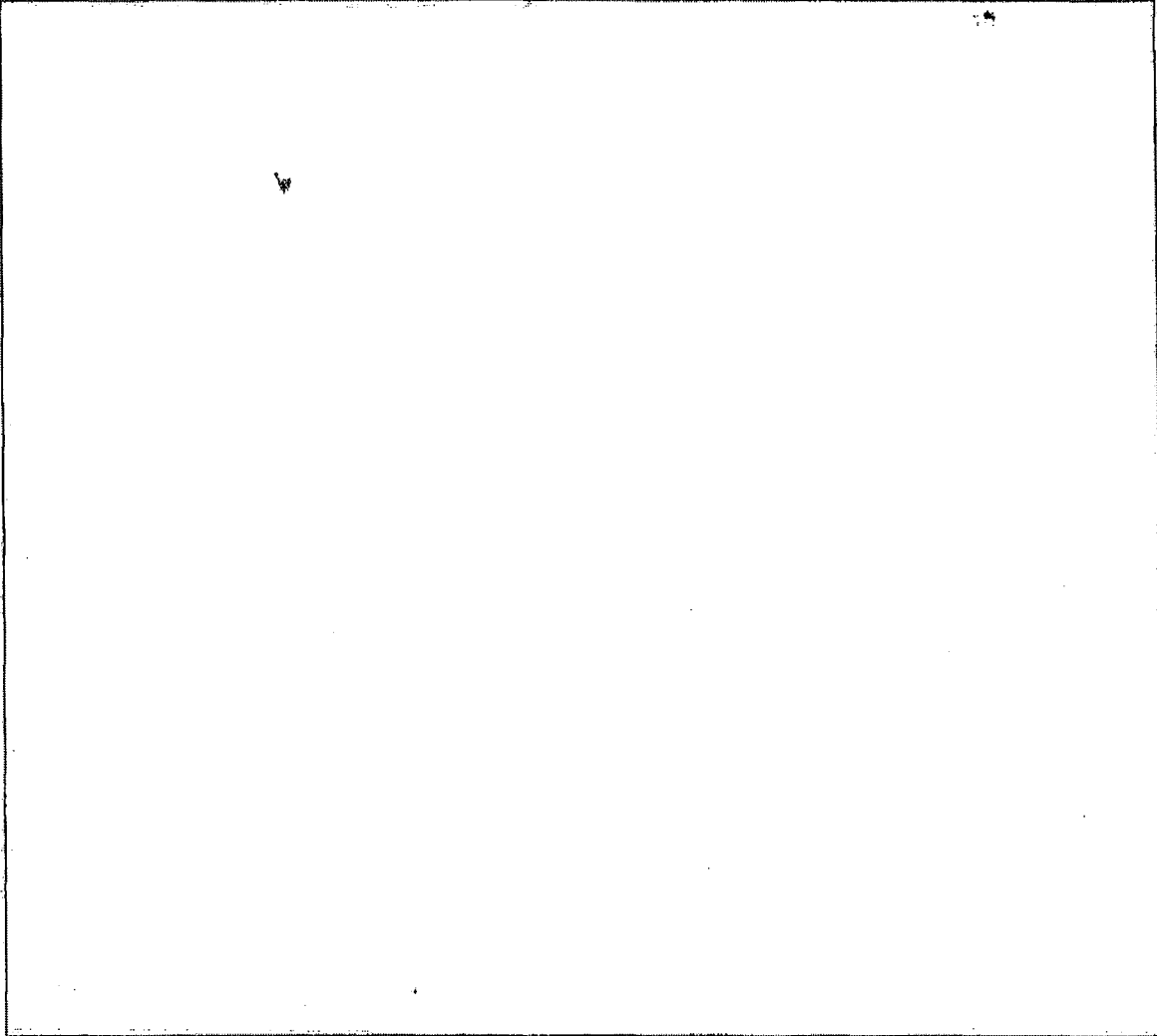
[Signature]  
Signature

Aug. 28, 2014  
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.



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.

Kristie Casarez  
Print Name, Title

*Kristie Casarez*  
Signature

Aug. 28, 2014  
Date

**EQUAL BENEFITS ORDINANCE**

**CERTIFICATION OF  
COMPLIANCE**



**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

**COMPANY INFORMATION**

Company Name: GHD INC. Contact Name: Kristie Casarez  
Company Address: 3750 Conway St., Suite 220 Contact Phone: 658-244-0440  
San Diego, CA 92111 Contact Email: Kristie.Casarez@ghd.com

**CONTRACT INFORMATION**

Contract Title: Design of Rose Canyon Trunk Sewer Joint Start Date:  
Contract Number (if no number, state location): H140118 Repair End Date:

**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](http://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.

Kristie Casarez  
Name/Title of Signatory

Kristie Casarez  
Signature

Aug 29, 2014  
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.

GHD Inc

Name of Firm



Signature of Authorized Representative

Kristie Casarez

Printed/Typed Name

6/27/2014

Date

**CONSULTANT CERTIFICATION**

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** Design of Rose Canyon Trunk Sewer

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;

GHD Inc.

(Name under which business is conducted)

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

Signed



Printed Name Kristie Casarez

Title Regional Office Manager/Service Group Manager