

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089855-22-G,  
Pavement Condition Assessment**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089855-22-G, Pavement Condition Assessment (Contractor).

**RECITALS**

On or about 6/23/2022 City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to perform a citywide pavement condition assessment and provide updated street network pavement condition data for the City's Pavement Management System as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For services and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Transportation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Joshua Lahmann – Senior Civil Engineer  
Transportation Dept  
(619) 527-7509  
JLahmann@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$1,500,000.00.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1 Reserved.**

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; the Contractor's Proposal; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing & Contractor's Proposal

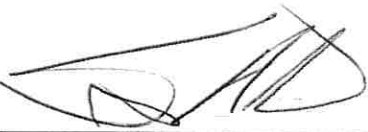
**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.


IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Fugro USA Land, Inc.  
Proposer  
170 Newport Center Drive, Suite 230  
Street Address  
Newport Beach, CA  
City  
949-287-6414  
Telephone No.  
salavi@fugro.com  
E-Mail

BY:   
Signature of  
Proposer's Authorized  
Representative  
Sirous Alavi, Ph.D., P.E., PTOE  
Print Name  
Director of Pavement Engineering  
Title  
7/27/2022  
Date

CITY OF SAN DIEGO  
A Municipal Corporation

BY:   
Print Name:  
Claudia Abarca  
Director, Purchasing & Contracting Department  
Dec 30, 2022  
Date Signed

Approved as to form this 3rd day of  
January, 2023.  
MARA W. ELLIOTT, City Attorney

BY: Cassandra Mouglin  
Cassandra Mouglin (Jan 3, 2023 15:16 PST)  
Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal.** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Reserve

6. Reserve

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

#### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within seven (7) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within seven (7) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:



**A. Responsiveness to the RFP.**

**20**

1. Requested information included and thoroughness of response
2. Understanding of the City's requirements for the project and ability to deliver scope as listed in the Scope
3. Technical Aspects and responses to scope of work specifications

**B. Staffing Plan.**

**20**

1. Experience and Qualifications of Key personnel available for project
2. Availability/Geographical location of personnel for required tasks
3. Clearly defined Roles/Responsibilities of personnel

**C. Firm's Qualifications, Capabilities and Past Performance.**

**35**

1. Relevant experience of the firm
2. Equipment to perform the work
3. Specific experience performing assessments of this magnitude and complexity
4. Other pertinent experience
5. Location in the general geographical area of the project and the knowledge of the locality of the project
6. Past/Prior Performance
7. Capacity/Capability to meet The City of San Diego's needs in a timely manner
8. Reference checks

**D. Price.**

**10**

**E. Mandatory Demonstration/Presentation**

**15**

1. Equipment
2. Software
3. Support Model
4. Real Time Operation
5. Thoroughness and Clarity of Presentation

SUB TOTAL MAXIMUM EVALUATION POINTS:

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**100**

MAXIMUM  
EVALUATION  
POINTS

**F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms\***

**12**

FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:

**112**

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. INTRODUCTION**

The City of San Diego's ("City") Transportation Department is accepting proposals from qualified engineering consulting firms ("Consultant") to perform a citywide pavement condition assessment and provide updated street network pavement condition data for the City's Pavement Management System ("PMS"). The City desires proposals that will, among other things, provide automated Pavement Condition Index ("PCI") and Ride Condition Index ("RCI") scores for approximately 3,067 centerline miles of pavement.

The purpose of this request for proposal is to obtain services from a qualified firm to establish a contract. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this RFP.

### **B. BACKGROUND**

The City of San Diego currently maintains approximately 2,756 centerline miles of roadways, 235 miles of alleys, and 76 miles of bike paths. Network-wide surveys were completed in the years 2011 and 2016. Those surveys collected data for pavement surface distress types, severities, and extents for entry into the City's pavement management application, Cartegraph OMS, as well as publication of results on the City's public webpage. The city is comprised of approximately 2,740 miles of asphalt roadways and the remainder is exposed cement concrete (approximately 327 miles). The typical distribution of arterial collector streets versus local streets is consistent with other cities at 25% to 75% ratio. City staff use Cartegraph OMS to help them select appropriate maintenance and rehabilitation treatments for each roadway in the network, and to prioritize the required maintenance, repair, and reconstruction activities for the entire network.

It is the intent of the City of San Diego to contract with a qualified vendor for an automated roadway inspection and technical evaluation. The goal of this effort is to establish an accurate and complete database on which to make cost-effective decisions relating to the maintenance and rehabilitation of streets within the City. The objective is to contract with a qualified vendor that has significant experience assessing pavement conditions and working with databases, that will provide the City the necessary data to define a resurfacing program that provides the least lifecycle costs while maximizing the benefit of limited funding.

### **C. DESCRIPTION OF THE CITY'S PAVEMENT MANAGEMENT SYSTEM (PMS)**

The City manages the pavement assets using a computer-based Pavement Management System known as the Cartegraph Operations Management Software ("OMS"). Cartegraph OMS is used for planning purposes and allows for updating Pavement Condition Index (PCI) scores after scheduled maintenance or repairs of a street segment is completed. All data collected through this effort will need to be integrated with the current system.

A network-wide pavement condition assessment was completed by Cartegraph Systems, Inc. in 2016 on all City-maintained streets within the public right-of-way. This consisted of a “windshield” assessment to record pavement condition. The survey collected data for pavement surface distress types, severities, quantities, and locations for entry into the pavement management application and the determination of Overall Condition Index (OCI) values.

City staff have used Cartegraph OMS to help select appropriate maintenance and rehabilitation treatments for roadways in the network and to prioritize required maintenance, repair, and reconstruction activities. The method of this new pavement condition evaluation and data input must be compatible with the City’s Cartegraph OMS software.

#### **D. GOALS OF THE ASSESSMENT**

The primary objectives of the pavement condition assessment are to provide the information necessary for the City to:

- Determine pavement condition and ride quality for each street segment
- Analyze trends in overall network conditions
- Correlate pavement treatments and long-term preservation results
- Refine construction and funding estimates for desired service levels

#### **E. SCOPE OF CONSULTANT SERVICES**

The scope of the work under the consultant agreement will include the following:

1. Consultant will assess the pavement conditions of approximately 3,067 centerline miles throughout the City of San Diego for the functional classifications listed below. Of this total, it is estimated that the mileage breakdown of the functional classifications is as follows:
  - 1,759 Miles of Residential Streets
  - 359 Miles of Collector Streets
  - 446 Miles of Major Streets
  - 192 Miles of Prime Arterial Streets
  - 235 Miles of Alleys
  - 76 Miles of Class I Bike Paths (Attachment C)
2. Consultant will quantify the number of lanes and the lane miles for the identified street functional classifications. The California Department of Transportation defines a lane mile as a pavement measuring one mile long and one lane wide.
3. Consultant will develop a Quality Control/Quality Assurance Plan (QA/QC) plan to ensure consistency and accuracy of the data collection.
4. Consultant will update the City’s pavement management system, Cartegraph OMS, with the data collected from the semi-automated/automated inspection.
5. Consultant will review and audit the data package provided to City to ensure accuracy.

6. Consultant will prepare a Final Summary Report
7. If funding is available, additional work may be added to the scope as additive alternatives as noted in Section M – “Additive Alternatives.”

#### **F. KICK-OFF MEETING AND WORK PLAN**

Prior to starting the field assessment, the consultant shall develop and provide to the City a comprehensive Work Plan. The Work Plan shall include the following items: Cost Loaded Project Schedule, Quality Assurance/Quality Control (QA/QC) plan, methodology for performing the pavement condition assessment, and finalized methodology for loading the new pavement condition data into the City’s pavement management system.

The Work Plan shall also demonstrate that the consultant has sufficient equipment, experience, capacity, and qualified staff (including a Pavement Engineer) to perform a citywide pavement condition assessment for all street segments of the aforementioned functional classifications in a timely manner.

In addition, the Consultant will schedule a meeting with City staff to kick-off the project, establish communication channels and protocols, discuss the scope of work, schedule, invoicing, and budget, and obtain a thorough understanding of the goals for the project. A draft work plan should be presented at this meeting.

#### **G. QUALITY CONTROL/QUALITY ASSURANCE PLAN (QA/QC)**

The consultant shall develop and prepare a quality assurance/quality control (QA/QC) procedure prior to the start of field data collection to ensure the consistency and accuracy of the data collection and data entry process. The consultant will define their approach in detail to the City in the proposal and be prepared to illustrate the procedure to the satisfaction of the City representative in charge. The QA/QC procedure will verify that the data is accurately entered into the pavement management database.

At a minimum the QA/QC plan shall include the following:

- Description of condition survey procedures, including selection of sample units, where applicable
- How the data will be collected
- Equipment calibration scope and schedule
- Allowable weather and lighting conditions for data collection
- Accuracy required for data collection
- Description of how data will be checked for accuracy and consistency
- Field data collection safety procedures
- Database update procedure and verification
- Roadway segment review, verification, and update in the City’s pavement management database

Prior to commencing the survey, the Consultant shall provide sample data for 10 miles of streets to be reviewed by City staff. Once City staff approves the methodology and data, collection will commence for the rest of the data as identified in the scope.

Monthly progress reports shall be required for the duration of the entire field work cycle to review project progress, ensure quality control measures are being implemented, and confirm the accuracy of the data being obtained. Any discrepancies in the data will need to be resurveyed as directed by the Engineer, at no additional cost to the City.

Throughout the term of this agreement, the Consultant shall be available to answer any questions about data collection.

## **H. PAVEMENT ASSESSMENT & DATA ACQUISITION**

Consultant will conduct a data collection operation that will utilize suitable equipment to record the surface condition. The collection method must include all the described distresses for asphalt concrete pavement and Portland cement concrete pavement. The consultant must be able to demonstrate that their collection methodology and data will be compatible with the City's existing Cartegraph OMS database.

The City will provide the Consultant with Geographic Information System (GIS) coverage of the City-maintained road network, including maps and data files. The Consultant will transfer the City road information into its data collection system and will plan the driving order based on the information.

The surface condition/distress must be inspected and rated for each segment in conformance with ASTM Standard D6433-20 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys". Segment boundaries shall be defined by the City and shall be identical with the City's GIS System's segments. All field surveys shall be conducted by semi-automated and/or automated assessment. Manual data collection approaches will not be acceptable.

All field surveys shall collect/quantify at a minimum, the following distresses:

### **1. For Asphalt Concrete (AC) Pavement**

#### **a. Cracking:**

- *Alligator (fatigue) cracking*
- *Block cracking*
- *Edge cracking*
- *Longitudinal cracking*
- *Transverse cracking*
- *Joint Reflection cracking*

#### **b. Patching and Potholes:**

- *Patching and utility cut patching*
- *Potholes*

#### **c. Surface Deformation**

- *Rutting*
- *Shoving*
- *Depressions*

- *Bumps and Sags*
- *Corrugation*
- d. Surface Defects
  - *Bleeding*
  - *Raveling*
  - *Weathering*
- e. Miscellaneous Distresses
  - *Railroad Crossing*

2. For Portland Cement Concrete (PCC) Pavement:

- a. Blowup/Buckling
- b. Corner Break
- c. Divided Slab
- d. Faulting
- e. Linear Cracking (Longitudinal, Transverse, and Diagonal Cracks)
- f. Patching and Utility Cuts
- g. Punchout
- h. Scaling, Map Cracking, and Cracking
- i. Spalling
- j. Joint Seal Damage
- k. Lane/Shoulder Drop Off
- l. Polished Aggregate
- m. Pumping
- n. Railroad Crossing

The survey shall also include the collection of data to evaluate the ride quality for each street segment. International Roughness Index (IRI) data shall be collected in conformance with AASHTO R 57 “Standard Practice for Operating Inertial Profiling System” and the 2018 Caltrans Standard Specifications. These standard specifications shall be used for measuring the smoothness of the pavement and to obtain an RCI value for each street segment.

The semi-automated/automated data collection operation shall also include gathering lane miles for each surveyed street segment. The consultant will also prepare an approach to address any section attribute changes such as length, name changes, and number of lanes.

The city will take under consideration proposals that incorporate the latest technology or data analysis for assessing pavement conditions. Proposed new technology should be proven to 1) decrease costs, 2) increase accuracy, and/or 3) reduce the time required for the assessment. Any cost or time savings should not affect the accuracy of the assessment, as compared to traditional assessment methods.

The City reserves the right to stop data collection if it deems that adverse weather conditions will affect the data quality.

The data collection should occur during daylight hours and all data collecting operations shall include project identification signage on the vehicle. The project title,



company name, and contact information shall be affixed to the vehicle performing the assessment.

#### **I. DATA PREPARATION, DELIVERY, AND ENTRY**

The Consultant is required to present a proven approach to successful data processing for large agencies. The City requests an approach that provides delivery of the entire data set at the completion of the field work with continuous review of the data and any outliers throughout the data acquisition process.

The consultant will load all distress data found during the pavement inspection directly into Cartegraph OMS. As part of this process, the Consultant will calculate the PCI (Pavement Condition Index), IRI (International Roughness Index), and RCI (Ride Condition Index) for each individual street segment or bike path. The data delivery will include a comparison of the new OCI (Overall Condition Index) values to the historic OCI (Overall Condition Index) values. This comparison should be easily viewable by the City representative to determine if any outliers exist and will require a new survey.

The Consultant is required to present methodology for loading new pavement condition data, including distress samples and extents, into the City's Cartegraph OMS system without losing the historic data currently in the pavement database. This data load will require the consultant to retain the services of Cartegraph, Inc. to upload the data into the pavement database and to validate that the data is loaded properly to meet the City's needs.

"Inspected OCI" in the database shall reflect the new pavement inspections. Data will be reviewed by the City representative prior to entry into the Cartegraph OMS database.

The cost for loading the data into Cartegraph OMS shall be included in the lump sum price.

Additionally, the Consultant will submit a data documentation package that includes all data analysis files and raw data to the City. Any files required for replicability shall be included in the data package.

#### **J. POST ASSESSMENT REVIEW MEETINGS**

At the completion of the data acquisition, the Consultant shall schedule a Post Assessment Review Meeting with the City representative and other relevant staff to evaluate the results of the assessment.

This meeting will also help identify if there are any remaining outliers in the data that will need to be re-surveyed.

## **K. EXPECTED RESULTS**

At the end of the project, the City expects the following data to be presented:

1. Individual PCI, IRI, and RCI values per segment for all Street Functional Classifications in the awarded work (ie. Majors, Collectors, Prime Arterial, Residentials, Alleys, and Class I Bike Paths).
2. Individual OCI value per segment for all Street Functional Classifications in the awarded work (ie. Majors, Collectors, Prime Arterial, Residentials, Alleys, and Class I Bike Paths)
3. Overall Network OCI & PCI - proportional to total square footage surveyed
4. Overall OCI & PCI for each Council District
5. Number of Lane Miles per segment
6. Update of the City's Pavement Management System, Cartegraph OMS, by coordinating with Cartegraph, Inc.

## **L. FINAL SUMMARY REPORT**

All expected results shall be summarized and presented in the Final Summary Report to the City. The report shall include at a minimum the following:

- Executive summary
- Study objectives
- Description of methodology
- Inventory of all roads
- Current pavement conditions for each street functional classification
- Current pavement conditions in each Council District
- Total amount of centerline and lane miles surveyed
- Network OCI & PCI

A draft of the Final Summary Report shall be presented at 75% completion of the data collection. The City will provide comments if additional information is needed that they want presented as part of the Final submittal.

After review by the City, the Consultant will make all the necessary changes and submit a digital copy of the report. All documents and data produced for this project shall be considered property of the city.

The consultant will also be available to attend the presentation of the data and the final summary report to the City of San Diego's Council Committees and City Council to respond to any technical questions regarding the assessment and results.

#### **M. ADDITIVE ALTERNATIVES**

If funding is available, the City reserves the option to add the following additive alternatives to the project scope. A separate cost proposal will be required for each additive alternative.

1. Assessment of Park Roads (Attachment A)

- Assess the pavement condition of all park roads – 17,859 LF
- PCI, IRI, and RCI values for park roads.
- OCI Value for park roads.
- Results shall be presented in a written report.

2. Assessment of City Parking Lots (Attachment B)

- Assess the pavement condition of all city-maintained parking lots at City parks, recreation centers, and libraries – 3,642,386 Sq Ft
- PCI, IRI, and RCI values.
- OCI value for each parking lot.
- Results shall be presented in a written report.

3. Development of Pavement Management Scenarios including, but not limited to, the following:

- How much funding will be required annually to maintain existing pavement conditions?
- How much funding will be required for the city to maintain a citywide average OCI of 70 over the next 5 years? How much funding should be allocated towards asphalt overlay resurfacing and/or slurry seal maintenance to maintain this OCI?
- What will the estimated network OCI be over the next 5 years if current funding levels are maintained? What will the estimated OCI be in each Council District?
- What are the recommended pavement strategies for the above scenarios?

4. Typical Condition Photos for each surveyed street segment

- Photos will be stored using a non-proprietary software (not third party).
- All photos will be owned by the City.

#### **N. MILESTONES AND DELIVERABLE SCHEDULE**

The table below describes the deliverables and timelines associated with each milestone. Timelines are tentative and will be finalized in coordination with the contractor.

<b>Milestone</b>	<b>Deliverable(s)</b>	<b>Timeline/Due Date</b>
1: Kickoff Meeting and Workplan	<ul style="list-style-type: none"> <li>• Draft work plan</li> <li>• Proposed QA/QC work plan</li> <li>• Finalized work plan</li> </ul>	<p>At kickoff meeting</p> <p>Twenty (20) working days after LNTP</p>
<b>Milestone</b>	<b>Deliverable(s)</b>	<b>Timeline/Due Date</b>
2: Quality Control/Quality Assurance Plan	<ul style="list-style-type: none"> <li>• Final QA/QC Plan</li> </ul>	Twenty (20) working days after LNTP
3: Pavement Assessment & Data Acquisition	<ul style="list-style-type: none"> <li>• Regular updates during data collection, as determined by kick-off meeting</li> </ul>	1 year duration after NTP
4: Data Preparation and Entry	<ul style="list-style-type: none"> <li>• Data loaded into Cartegraph OMS System</li> <li>• Data files shared</li> </ul>	
5: Post Assessment Review Meetings	<ul style="list-style-type: none"> <li>• Review meeting</li> <li>• Edited data in system (as needed)</li> <li>• Edited data files (as needed)</li> </ul>	
6. Draft Final Summary Report	<ul style="list-style-type: none"> <li>• Draft report to City representative</li> </ul>	75% Completion of Data Collection
7. Final Summary Report	<ul style="list-style-type: none"> <li>• Final Report</li> </ul>	

## **O. SUBMITTAL REQUIREMENTS**

The Consultant's RFP response should include the Consultant's technical proposal (how they conduct the assessment) and personnel qualifications (the team assembled to conduct the assessment).

## **P. TECHNICAL SUBMISSION REQUIREMENTS**

The Consultant's technical response to the RFP should demonstrate their capability to execute the items listed in Section E – "Scope of Consultant Services." The consultant may structure their response in any format, as long as the following capabilities are demonstrated:

1. Proposed methodology for performing the pavement condition assessment; and
2. Proposed methodology for loading the new pavement condition data into the City's pavement management system
3. Documentation that the consultant has sufficient equipment to perform a citywide pavement condition assessment for all street segments of the aforementioned functional classifications in a timely manner.
4. Documented experience with conducting pavement condition assessments:
  - Projects completed or in progress within the last 5 years which most closely match the scope and complexity of this RFP.
  - Provide a description of three (3) projects with photos or documents that demonstrate similar completion.
5. Verifiable References – Provide three (3) verifiable client references and include name, title, organization/entity, address, current phone number, and email address.

## **Q. PERSONNEL QUALIFICATIONS AND EXPERIENCE**

In addition to the technical proposal, the Prime Consultant and any sub-consultants must be able to form a team capable of executing the items in Section E – "Scope of Consultant Services."

The Consultant may propose a team of any size and makeup, as long as the following qualifications are met. The team should demonstrate extensive and recent experience in the following areas:

1. Designing and carrying out PCI studies in jurisdictions of similar size to San Diego
  - Including being up to date and conversant in the latest analysis tools and methods
2. Data and databases, including:
  - Working within database systems (like Cartegraph) without losing the historic data currently in the pavement database, and
  - uploading the new data into databases, and
  - validating that the data is loaded properly to meet the City's needs

**R. SUMMARY OF KEY PERSONNEL**

Key Personnel for the project will include:

- At least one Pavement Engineer
- At least one [data scientist / database expert / non-engineer data person]

In the proposal, the Contractor shall provide a CV or resume for each team member, as well as complete the staffing rubric below. One team member may satisfy multiple qualification requirements. Each resume should be formatted in a similar manner and contain the following content:

1. Brief overview of professional career
2. Professional background highlighting relevant projects or services that have been completed and role(s) in each project or services.
3. Educational background
4. Professional activities and certifications, as relevant
5. Years of service with the firm.

Resumes must represent projects over the last five years.

<b>Qualification Required:</b>	<b>Team Member(s)</b>	<b>Specific Evidence of Qualification (brief)</b>
Experience in conducting PCI assessments in jurisdictions of similar size to San Diego	[Name of team member(s) who meet the requirement]	[Explain how the proposed team member(s) meet the qualification requirement]
Up to date with new technology and tools		
Experience with databases		
Experience uploading data into existing databases		
Validating data uploads for accuracy		

## **S. CONTACT INFORMATION**

Lastly, the RFP response submission should include contact and business information for the Consultant.

- Consultant's contact information
  
- Identify the location of the office where possible personnel to be assigned to this contract primarily work
  
- Profiles and Company History including:
  - Number of years in business
  - Number of employees (company-wide)
  - Number of employees located in San Diego
  - Organization Chart
  - Current Work Backlog
  
  - List of private and/or governmental entities where the firm worked directly for the entity as a Consultant
  - Services that distinguish the firm

**T. DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**U. PRICING.** Proposer's pricing must be submitted as a lump sum cost that includes all tasks listed as the base scope of work under Section E - "Scope of Consultant Services." The contractor will provide a cost loaded schedule that includes tasks and payment schedule for review and approval by the Engineer.

A separate cost proposal shall be provided for each additive alternative listed under Section M - "Additive Alternatives." If possible, a unit cost (for example, per centerline mile or per square foot) should be provided for Alternatives A and B (Attachment A - Park Roads and B - City Parking Lots). A lump sum amount should be provided for Alternatives C and D.

The City shall evaluate pricing for this RFP solely based upon Proposer's submitted lump sum cost, as specified in the City's Price Schedule (Section V). Proposers must submit their proposal for pricing on the following City's Price Schedule (Section V). Using the enclosed Price Schedule (Section V) will help ensure consistency in the price evaluation process. The Price Schedule (Section V) is to be completed in full and incorporated herein. Only the City's Price Schedule (Section V) will be accepted. Any deviations from the Price Schedule (Section V) may be considered nonresponsive and unacceptable. Blanks on the Price Schedule (Section V) will be interpreted as zero and no price will be allowed. All prices, rates, and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

**Table 7: City's Price Schedule**

Item No.	BASE BID	Lump Sum Cost
<b>1</b>	Base Bid – Scope Defined in Section E “Scope of Consultant Services”	<b>\$497,400</b>
	Below please see tasks identified in proposal.	
	Task 1 Project Management	\$20,000
	Task 2 Pavement Condition Surveys (4,064 test miles)	\$329,184
	Task 3 Data Processing and Analysis	\$77,216
	Task 4 Data Preparation, Delivery, and Entry	\$45,000
	Task 5 Post Assessment Review Meetings	\$5,500
	Task 6 Final Deliverables	\$5,500
	Task 7 Final Summary Report	\$15,000
	<b>Extended Total:</b>	<b>\$497,400</b>
	ADDITIVE ALTERNATIVES	Unit Cost
	A. Assessment of Park Roads (17,859 linear feet) PCI, IRI, RCI, and OCI values. Summary Report.	\$0.35 / lf
	B. Assessment of Parking Lots (3,642,386 square feet) PCI, IRI, RCI, and OCI values. Summary Report.	\$0.06 / sf
	ADDITIVE ALTERNATIVES	Lump Sum Cost
	C. Development of Pavement Management Scenarios Recommended pavement strategies for PMS budget scenarios Maintain OCI, Increase OCI to 70, Current Funding Level scenarios Provide funding allocation toward various treatment categories Estimate OCI for each City Council district	\$50,000
	D. Typical Condition Photos Hard drive provided as part of Base Bid	\$0



**CITY MAINTAINED PARK ROADS**

Additive Alternative A

<b>GIS ID</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>	<b>LENGTH (LF)</b>
19	Carmel Mountain Ranch Rec Center	10152 Rancho Carmel Dr	San Diego	92128	645
25	Breen Neighborhood Park	11103 Polaris Dr	San Diego	92126	350
35	Southcrest Community Park	1297 S 40th St	San Diego	92113	665
37	Willie Henderson Sports Complex	1035 S 45th St	San Diego	92113	320
38	Mt Hope Cemetery	3751 Market St	San Diego	92102	11073
43	Mt . Woodson Access Road	16310 CA-67	Ramona	92065	800
44	Black Mtn. Park - Miner's Ridge Driveway	Miner's Ridge Loop	San Diego	92129	1890
46	Marian Bear Road bet. East & West Lots	1022 San Celemente/Rose Canyon Trail	San Diego	92117	2116

Total (LF)

**17859**

**CITY MAINTAINED PARKING LOTS - PARKS AND REC CENTERS**

Additive Alternative B

GIS OBJECT ID	PARKING LOT NAME	ADDRESS	CITY	ZIP	Park Name/Lot Location	District	PARKING LOT (SQ FT)
1	Pepper Grove	2200 Park Blvd	San Diego	92101	Balboa Park - Developed Regional Parks	3	49,740
2	Marston Point	2040 8th Ave	San Diego	92101	Balboa Park - Developed Regional Parks	3	33,780
3	Casa de Balboa	1800 Space Theater Wy	San Diego	92101	Balboa Park - Developed Regional Parks	3	51,410
4	Space Theater Lot	2000 Space Theater Wy	San Diego	92101	Balboa Park - Developed Regional Parks	3	66,340
5	Dana Landing	1900 Dana Landing Rd	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	251,240
6	Crown Point Shore - North, Central, South	Crown Point Dr	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	355,000
7	Tecolote Shores - North Lots	1740 E Mission Bay Dr	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	51,200
8	Fanuel Street Park	4000 Fanuel St	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	9,120
9	Mission Point	2600 Bayside Ln	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	49,220
10	Visitor Center - North & South Lots	2688 E Mission Bay Dr	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	298,390
11	Tecolote Shores - South Lots	1740 E Mission Bay Dr	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	17,340
12	Playa Pacifica - North, South, West	2000 E Mission Bay Dr	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	210,000
13	El Carmel Point	1220 El Carmel Pl	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	65,560
14	Ski Beach - North & South Lots	1600 Vacation Rd	San Diego	92109	Mission Bay Park - Developed Regional Parks	2	341,500
15	Tourmaline Surf Park	601 Tourmaline St	San Diego	92109	Shoreline Parks - Developed Regional Parks	1	39,000
16	Mission Beach Park aka Belmont Park	3000 Mission Blvd	San Diego	92109	Shoreline Parks - Developed Regional Parks	2	150,130
17	South Mission Beach Park	339 N Jetty Rd	San Diego	92109	Shoreline Parks - Developed Regional Parks	2	99,090
18	Ocean Beach Park	5156 W Point Loma Blvd	San Diego	92107	Shoreline Parks - Developed Regional Parks	2	106,850
19	Carmel Mtn Ranch Rec Center	10152 Rancho Carmel Dr	San Diego	92128	Community Parks I Division	5	43,400
20	Dusty Rhodes Park - East & West Lots	2469 Sunset Cliffs Blvd	San Diego	92107	Community Parks I Division	2	50,490
21	Highland Ranch Neighborhood Park	12140 Eastbourne Rd	San Diego	92128	Community Parks I Division	5	8,730
22	Linda Vista Recreation Center	7064 Levant St	San Diego	92111	Community Parks I Division	7	15,000
23	Kate Sessions Park	5115 Soledad Rd	San Diego	92109	Community Parks I Division	2	64,560
24	Camino Ruiz Neighborhood Park	11489 Camino Ruiz	San Diego	92126	Community Parks I Division	6	54,300
25	Breen Neighborhood Park	11103 Polaris Dr	San Diego	92126	Community Parks I Division	6	8,500
26	University Gardens Neighborhood Park	6431 Gullstrand St	San Diego	92122	Community Parks I Division	1	11,700
27	Rancho Mission Canyon Neighborhood Park	7635 Margerum Ave	San Diego	92120	Community Parks I Division	7	10,300
28	San Carlos Recreation Center	6445 Lake Badin Ave	San Diego	92119	Community Parks I Division	7	8,650
29	Silver Wing Neighborhood Park	3737 Arey Dr	San Diego	92154	Community Parks II Division	8	25,200
30	Azalea Recreation Center	2596 Violet Ave	San Diego	92105	Community Parks II Division	9	16,250
31	Memorial Community Park	2975 Ocean View Blvd	San Diego	92113	Community Parks II Division	8	54,160
32	North Park Recreation Center	4044 Idaho St	San Diego	92104	Community Parks II Division	3	5,500
33	Emerald Hills Neighborhood Park	1501 Kelton Rd	San Diego	92114	Community Parks II Division	4	11,600
34	Palm Ridge Neighborhood Park	751 Firethorn St	San Diego	92154	Community Parks II Division	8	12,500
35	Southcrest Community Park	1297 S 40th St	San Diego	92113	Community Parks II Division	9	65,900
36	Montgomery Waller (Palm Ave, West)	3020 Coronado Ave	San Diego	92154	Community Parks II Division	8	25,360
37	Willie Henderson Sports Complex	1035 S 45th St	San Diego	92113	Community Parks II Division	9	45,300
39	Robert Egger, South Bay Community Park	1885 Coronado Ave	San Diego	92154	Community Parks II Division	8	8,500
40	San Ysidro Senior Center	125 E Park Ave	San Diego	92173	Community Parks II Division	8	10,890
41	San Ysidro Athletic Area (Larsen Field)	455 Sycamore Rd	San Diego	92173	Community Parks II Division	8	25,500
42	Old Mission Dam	10164 Father Junipero Serra Tra	San Diego	92071	Open Space Division	7	10,000
45	Black Mtn Park - Miner's Ridge trailhead	Miner's Ridge Loop	San Diego	92129	Open Space Division	1	12,680
47	Cowles Mtn Staging Area	7001 Golfcrest Dr	San Diego	92119	Open Space Division	7	12,600
48	Thorn St	3300 Balboa Dr	San Diego	92103	Balboa Park - Developed Regional Parks	3	6,650
49	Soledad Mountain	7016 Soledad Park Rd	San Diego	92037	Community Parks I Division	1	20,000
50	Penasquitos Canyon West Staging Area	4280 Sorrento Valley Blvd	San Diego	92121	Open Space Division	5	70,560

TOTAL (SQ FT): **2,959,690**

**CITY MAINTAINED PARKING LOTS - LIBRARIES**

Additive Alternative B

OBJECTID	NAME	ADDRESS	CITY	ZIP	PARKING LOT (SQ FT)
1	Balboa Branch	4255 Mt. Abernathy Ave	San Diego, CA	92117	10590
2	Mountain View/Beckwourth Branch	721 San Pasqual St	San Diego, CA	92113	10907
3	Allied Gardens/Benjamin Branch	5188 Zion Street	San Diego, CA	92120	15775
4	Carmel Mountain Ranch Branch	12095 World Trade Dr	San Diego, CA	92128	19851
5	Carmel Valley Branch	3919 Townsgate Dr	San Diego, CA	92130	23690
6	Clairemont Branch	2920 Burgener Blvd	San Diego, CA	92110	6558
7	Kensington-Normal Heights Branch	4121 Adams Ave	San Diego, CA	92116	79
8	Linda Vista Branch	2160 Ulric St	San Diego, CA	92111	35442
9	Logan Heights Branch	567 South 28th St	San Diego, CA	92113	4470
10	Valencia Park/Malcolm X Branch	5148 Market St	San Diego, CA	92114	48327
11	Mira Mesa Branch	8405 New Salem St	San Diego, CA	92126	22932
12	North Clairemont Branch	4616 Clairemont Dr	San Diego, CA	92117	5781
13	North Park Branch	3795 31st St	San Diego, CA	92104	10783
14	Oak Park Branch	2802 54th St	San Diego, CA	92105	15345
15	Ocean Beach Branch	4801 Santa Monica Ave	San Diego, CA	92107	4472
16	Otay Mesa-Nestor Branch	3003 Coronado Ave	San Diego, CA	92154	23037
17	Paradise Hills Branch	5922 Rancho Hills Dr	San Diego, CA	92139	6336
18	Point Loma/Hervey Branch	3701 Voltaire St	San Diego, CA	92107	24674
19	Rancho Bernardo Branch	17110 Bernardo Center Dr	San Diego, CA	92128	42288
20	Rancho Peñasquitos Branch	13330 Salmon River Rd	San Diego, CA	92129	23874
21	San Carlos Branch	7265 Jackson Dr	San Diego, CA	92119	16080
22	Scripps Ranch Branch	10301 Scripps Lake Dr	San Diego, CA	92131	33899
23	Serra Mesa-Kearny Mesa Branch	9005 Aero Dr	San Diego, CA	92123	34338
24	Skyline Hills Branch	7900 Paradise Valley Rd	San Diego, CA	92139	37325
25	Pacific Beach/Taylor Branch	4275 Cass St	San Diego, CA	92109	21324
26	Tierrasanta Branch	4985 La Cuenta Dr	San Diego, CA	92124	6298
27	North University Community Branch	8820 Judicial Dr	San Diego, CA	92112	65644
28	University Heights Branch	4193 Park Blvd	San Diego, CA	92103	1796
29	City Heights/Weingart Branch	3795 Fairmount Ave	San Diego, CA	92105	8781
30	Mission Valley Branch	2123 Fenton Pkwy	San Diego, CA	92108	35545
31	College-Rolando Branch	6600 Montezuma Rd	San Diego, CA	92115	52190
32	University Community Branch	4155 Governor Dr	San Diego, CA	92122	12097
33	San Diego Central Library	330 Park Blvd	San Diego, CA	92101	79
34	Mission Hills-Hillcrest/Knox Branch	215 W Washington St	San Diego, CA	92103	79
35	San Ysidro Branch	4235 Beyer Blvd	San Diego, CA	92173	21265

Total (SQ FT)

**701946**

## CLASS I BIKE PATHS

GIS OBJECTID	BIKE PATH	CROSS STREET 1	CROSS STREET 2	DISTRICT	BIKE CLASS TYPE	LENGTH (MILES)	LENGTH (FT)
1	BAYSIDE WK	SANTA CLARA PL	VERONA CT	2	Class I	1.0	5329
2	CROWN POINT BIKE PATH	CROWN POINT DR	FANUEL ST	2	Class I	1.8	9638
3	FAY AV BIKE PATH (LA JOLLA BK PATH ON GMAPS)	ROSEMONT ST	NAUTILUS ST	1	Class I	0.3	1651
4	OCEAN FRONT WK	NAHANT CT	NANTASKET CT	2	Class I	0.0	185
5	BAYSIDE WK	EL CARMEL PL	SANTA CLARA PL	2	Class I	0.3	1614
6	OCEAN FRONT WK	MONTEREY CT	NAHANT CT	2	Class I	0.0	184
7	OCEAN FRONT WK	KENNEBECK CT	KINGSTON CT	2	Class I	0.0	200
8	OCEAN FRONT WK	NORTH JETTY RD	OCEAN FRONT WK	2	Class I	0.6	3302
9	OCEAN FRONT WK	END	ISLAND CT	2	Class I	0.0	188
10	OCEAN BEACH BIKE PATH	WEST MISSION BAY DR	PACIFIC HWY	2	Class I	1.2	6235
11	MISSION BAY BIKE PATH	WEST MISSION BAY DR	FRIARS RD	2	Class I	1.2	6361
12	MISSION BAY BIKE PATH	FIESTA ISLAND RD	DE ANZA RD	2	Class I	2.9	15278
13	BAYSIDE WK	BAYSIDE WK	BALBOA CT	2	Class I	0.5	2535
14	PATH	ROBB FIELD	OCEAN BEACH BIKE PATH	2	Class I	0.4	2005
15	BAYSIDE WK	BALBOA CT	DOVER CT	2	Class I	0.3	1566
16	CARMEL MISSION PARK	CARMEL CENTER RD	GRAYDON RD	1	Class I	1.0	5413
17	SORRENTO VALLEY RD	CARMEL MOUNTAIN RD	CARMEL VALLEY RD	1	Class I	1.0	5168
18	SR-56 Bike Path	BEGIN	I-15	5	Class I	0.4	2309
19	I-15 BIKEWAY	SCRIPPS VISTA WY	SCRIPPS POWAY PY	5	Class I	0.9	4835
20	PATH	SILKTREE TER	RIGEL ST	9	Class I	0.2	1038
21	BORDER BIKE PATH	BORDER	CAMINO DE LA PLAZA	8	Class I	0.3	1719
22	NORTH HARBOR DR BIKE PATH	EMBARCADERO	NORTH HARBOR DR	2	Class I	2.0	10725
23	EMBARCADERO PATH	CONVENTION CENTER	SEAPORT VILLAGE	3	Class I	0.5	2803
24	EMBARCADERO PATH	SEAPORT VILLAGE	NORTH HARBOR DR BIKE PATH	3	Class I	1.6	8249
25	S SD RIVER BIKE PATH	CAM DEL ESTE	QUALCOMM WY	7	Class I	0.3	1342
26	N SD RIVER BIKE PATH	HAZARD CENTER DR	MISSION CENTER RD	7	Class I	0.4	1959
27	N SD RIVER BIKE PATH	MISSION CENTER RD	CAM DEL ESTE	7	Class I	0.6	3244
28	FATHER JUNIPERO SERR TL	MISSION GORGE RD	MISSION GORGE RD	7	Class I	2.3	11889
29	94 BIKE PATH	KELTON RD	FEDERAL BL	4	Class I	0.4	2312
30	OCEAN FRONT WK	NIANTIC CT	ORMOND CT	2	Class I	0.0	191
31	OCEAN FRONT WK	QUEENSTOWN CT	REDONDO CT	2	Class I	0.0	133
32	PATH	EMERALD ST	LAW ST	2	Class I	0.3	1492
33	ROSE CREEK BIKE PATH	MISSION BAY DR	DAMON AV	2	Class I	0.1	275
34	OCEAN BL	GRAND AV	FELSPAR ST	2	Class I	0.2	1062
35	OCEAN BL	REED AV	THOMAS AV	2	Class I	0.1	361
36	OCEAN FRONT WK	ROCKAWAY CT	SAN JOSE PL	2	Class I	0.0	130
37	OCEAN FRONT WK	OSTEND CT	SANTA CLARA PL	2	Class I	0.0	197
38	OCEAN FRONT WK	VANITIE CT	SAN RAFAEL PL	2	Class I	0.0	133
39	OCEAN FRONT WK	SANTA CLARA PL	PORTSMOUTH CT	2	Class I	0.0	160
40	MISSION BAY BIKE PATH	SUNSET CLIFFS BL	WEST MISSION BAY DR	2	Class I	0.6	2921
41	BAYSIDE WK	GLEASON RD	EL CARMEL PL	2	Class I	0.5	2471

## CLASS I BIKE PATHS

GIS OBJECTID	BIKE PATH	CROSS STREET 1	CROSS STREET 2	DISTRICT	BIKE CLASS TYPE	LENGTH (MILES)	LENGTH (FT)
42	SUNSET CLIFFS BL	I-8 WB OFF RA	SEA WORLD DR	2	Class I	0.3	1353
43	OCEAN FRONT WK	MANHATTAN CT	EL CARMEL PL	2	Class I	0.0	195
44	BAYSIDE WK	DOVER CT	END	2	Class I	0.2	1278
45	PATH	TORREY BLUFF DR	CAMARENA RD	1	Class I	0.2	969
46	I-5 BRIDGE	E CALLE PRIMERA	WILLOW RD	8	Class I	0.1	602
47	CAM DE LA REINA	HOTEL CIRCLE SOUTH	HOTEL CIRCLE NORTH	7	Class I	0.1	641
48	OCEAN BL	FELSPAR ST	EMERALD ST	2	Class I	0.1	350
49	OCEAN BL	PACIFIC BEACH DR	OCEAN FRONT WK	2	Class I	0.1	330
50	OCEAN FRONT WK	VERONA CT	WHITING CT	2	Class I	0.0	130
51	OCEAN FRONT WK	SUNSET CT	TANGIERS CT	2	Class I	0.0	126
52	OCEAN FRONT WK	SAN JUAN PL	NIANTIC CT	2	Class I	0.0	194
53	OCEAN FRONT WK	ISLAND CT	ISTHMUS CT	2	Class I	0.0	187
54	SPANISH LANDING	N HARBOR DR	HALSEY RD	2	Class I	0.1	455
55	LIBERTY STATION PATH	HALSEY RD	CUSHING RD	2	Class I	0.5	2764
56	OCEAN FRONT WK	SANTA BARBARA PL	JERSEY CT	2	Class I	0.0	196
57	OCEAN FRONT WK	LIVERPOOL CT	MANHATTAN CT	2	Class I	0.0	181
58	OCEAN FRONT WK	SAN LUIS OBISPO PL	LIDO CT	2	Class I	0.0	187
59	PATH	CARMEL COUNTRY RD	CARMEL CENTER RD	1	Class I	0.2	1273
60	HIGH BLUFF PATH	EL CAMINO REAL	DEL MAR HEIGHTS RD	1	Class I	0.5	2643
61	PATH	POWAY RD	SABLE SPRINGS PY	5	Class I	0.6	3076
62	WEST BERNARDO BIKE PATH	AGUAMIEL RD	END	5	Class I	0.4	1936
63	PALM AVE PATH	I-5 SB ON RA	END	8	Class I	0.1	382
64	COLUMBIA ST	W G ST	W BROADWAY	3	Class I	0.2	1217
65	CALIFORNIA PATH	W HARBOR DR	W BROADWAY	3	Class I	0.3	1581
66	MISSION VALLEY BIKE PATH	HOTEL CIRCLE PL	PACIFIC HWY	7	Class I	0.9	4731
67	PATH	06TH AV	MTS CENTER WY	3	Class I	0.3	1587
68	S 13TH ST	NEWTON AV	COMMERCIAL ST	8	Class I	0.0	246
69	I-5 Bridge	RUSS BL	PRESIDENTS WY	3	Class I	0.1	752
70	I-805 BIKE PATH	BALBOA AV	CANNINGTON DR	6	Class I	0.8	4053
71	I-805 BIKE PATH	MAXIM ST	MARKET ST	9	Class I	0.3	1505
72	OCEAN FRONT WK	SAN JOSE PL	SALEM CT	2	Class I	0.0	134
73	ROSE CANYON BIKE PATH	BEGIN	SR-52 WB	1	Class I	0.8	4418
74	OCEAN FRONT WK	SANTA RITA PL	PACIFIC BEACH DR	2	Class I	0.1	342
75	OCEAN FRONT WK	SAN RAFAEL PL	VENICE CT	2	Class I	0.0	132
76	OCEAN FRONT WK	YARMOUTH CT	YORK CT	2	Class I	0.0	126
77	OCEAN FRONT WK	SAN FERNANDO PL	VENTURA PL	2	Class I	0.3	1599
78	BILL CLEATOR PATH	END	SOTO ST	2	Class I	0.1	761
79	OCEAN FRONT WK	EL CARMEL PL	MONTEREY CT	2	Class I	0.0	193
80	OCEAN FRONT WK	JERSEY CT	KENNEBECK CT	2	Class I	0.0	185
81	PATH	LANSDALE DR	LANSDALE DR	1	Class I	0.6	2954
82	SOLANA HIGHLANDS PATH	SOLANA HIGHLANDS PATH	OVERPARK RD	1	Class I	0.0	186
83	CARA WY	SCRIPPS POWAY PY	POWAY RD	5	Class I	1.0	5255

## CLASS I BIKE PATHS

GIS OBJECTID	BIKE PATH	CROSS STREET 1	CROSS STREET 2	DISTRICT	BIKE CLASS TYPE	LENGTH (MILES)	LENGTH (FT)
84	Meadow Grass	WICKERBAY CV	SPRINGHURST DR	5	Class I	0.3	1619
85	30TH ST BRIDGE	BOSTON AV	NEWTON AV	8	Class I	0.1	414
86	MLK PATH	05TH AV	W G ST	3	Class I	0.6	3384
87	I-805 BIKE PATH	CLAIREMONT MESA BL	END	6	Class I	0.7	3622
88	TERALTA PATH	UNIVERSITY AV	POLK AV	9	Class I	0.1	662
89	OCEAN FRONT WK	ZANZIBAR CT	SANTA RITA PL	2	Class I	0.0	96
90	OCEAN FRONT WK	PORTSMOUTH CT	PISMO CT	2	Class I	0.0	127
91	OCEAN FRONT WK	NANTASKET CT	SAN JUAN PL	2	Class I	0.0	198
92	OCEAN FRONT WK	ORMOND CT	OSTEND CT	2	Class I	0.0	173
93	SEA WORLD DR BIKE PATH	SEA WORLD DR	INGRAHAM ST	2	Class I	1.5	8018
94	CARMEL CREEK PATH	CARMEL CENTER RD	CARMEL CREEK RD	1	Class I	0.3	1712
95	I-805 BRIDGE	EAST BEYER BL	HALL AV	8	Class I	0.1	746
96	FASHION VALLEY BIKEPATH	FASHION VALLEY RD	AVNDA DEL RIO	7	Class I	0.4	1937
97	ROSE CREEK BIKE PATH	NORTH MISSION BAY DR	GRAND AV	2	Class I	0.3	1343
98	OCEAN FRONT WK	SEAGIRT CT	SUNSET CT	2	Class I	0.0	130
99	OCEAN BL	OLIVER AV	REED AV	2	Class I	0.1	351
100	OCEAN FRONT WK	PISMO CT	QUEENSTOWN CT	2	Class I	0.0	124
101	MISSION BAY BIKE PATH	S SHORES PKWY	E MISSION BAY DR	2	Class I	0.7	3552
102	OCEAN FRONT WK	KINGSTON CT	SAN LUIS OBISPO PL	2	Class I	0.0	185
103	OCEAN FRONT WK	ISTHMUS CT	JAMAICA CT	2	Class I	0.0	184
104	LIBERTY STATION PATH	SPANISH LANDING	LIBERTY STATION PATH	2	Class I	0.3	1494
105	OCEAN FRONT WK	JAMAICA CT	SANTA BARBARA PL	2	Class I	0.0	194
106	CARMEL DEL MAR PATH	CARMEL PARK DR	DEL MAR TRAILS RD	1	Class I	0.4	2203
107	ANDORRA WY PATH	ANDORRA WY	CTE RAPOSO	5	Class I	0.0	251
108	SATURN BL PATH	SATURN BL	END	8	Class I	0.6	3218
109	N SD RIVER BIKE PATH	CAM DEL ESTE	QUALCOMM WY	7	Class I	0.3	1381
110	FULTON ST BRIDGE	CARDINAL LN	FULTON ST	7	Class I	0.1	576
111	SR 52 BIKE PATH	SANTO RD	MAST BL	7	Class I	4.8	25212
112	FAIRMOUNT BIKE PATH	FAIRMOUNT AV	FAIRMOUNT AV	9	Class I	0.2	1245
113	OCEAN FRONT WK	VENICE CT	VERONA CT	2	Class I	0.0	120
114	OCEAN FRONT WK	WINDEMERE CT	YARMOUTH CT	2	Class I	0.0	127
115	OCEAN FRONT WK	TANGIERS CT	TOULON CT	2	Class I	0.0	126
116	OCEAN BL	THOMAS AV	GRAND AV	2	Class I	0.1	376
117	OCEAN FRONT WK	LIDO CT	LIVERPOOL CT	2	Class I	0.0	190
118	TORREY HIGHLANDS PATH	GRAYDON RD	END	1	Class I	0.5	2590
119	CARMEL VIEW PATH	VALLEY CENTER DR	END	1	Class I	1.0	5033
120	LAKE HODGES PATH	WEST BERNARDO DR	END	5	Class I	0.5	2556
121	UPAS ST BIKE PATH	UPAS ST	UPAS ST	3	Class I	0.4	1939
122	S SD RIVER BIKE PATH	MISSION CENTER RD	CAM DEL ESTE	7	Class I	0.6	3197
123	VERMONT ST BRIDGE	VERMONT ST	VERMONT ST	3	Class I	0.1	436
124	MURPHY CANYON BIKE PATH	FRIARS RD	MURPHY CANYON RD	7	Class I	0.5	2900
125	LANDIS ST BRIDGE	CENTRAL AV	LANDIS ST	9	Class I	0.1	530

## CLASS I BIKE PATHS

GIS OBJECTID	BIKE PATH	CROSS STREET 1	CROSS STREET 2	DISTRICT	BIKE CLASS TYPE	LENGTH (MILES)	LENGTH (FT)
126	MONROE AV BRIDGE	MONROE AV	TERRACE DR	3	Class I	0.1	285
127	OCEAN FRONT WK	YORK CT	ZANZIBAR CT	2	Class I	0.0	127
128	OCEAN FRONT WK	SALEM CT	SEAGIRT CT	2	Class I	0.0	122
129	ROSE CREEK BIKE PATH	GARNET AV	MISSION BAY DR	2	Class I	0.2	1227
130	OCEAN FRONT WK	REDONDO CT	ROCKAWAY CT	2	Class I	0.0	120
131	OCEAN FRONT WK	TOULON CT	VANITIE CT	2	Class I	0.0	126
132	OCEAN FRONT WK	WHITING CT	WINDEMERE CT	2	Class I	0.0	127
133	OCEAN BEACH BIKE PATH	BEGIN	SUNSET CLIFFS BL	2	Class I	1.0	5279
134	OCEAN BEACH BIKE PATH	SUNSET CLIFFS BL	WEST MISSION BAY DR	2	Class I	0.6	3377
135	SOLANA HIGHLANDS PATH	LONG RUN DR	HIGH BLUFF DR	1	Class I	0.3	1381
136	Miramar Reservoir Path	NA	NA	5	Class I	4.9	26048
137	BAYSHORE BIKE PATH	BEGIN	MAIN (SB)ST	8	Class I	1.1	5614
138	I-5 BRIDGE	INDIA ST	KETTNER BL	2	Class I	0.0	165
139	S SD RIVER BIKE PATH	CAM DE LA SIESTA	MISSION CENTER RD	7	Class I	0.5	2747
140	MURPHY CANYON BIKE PATH	BEGIN	SAN DIEGO MISSION RD	7	Class I	0.4	1851
141	OTHELLO BRIDGE	KIRKCALDY DR	ANTIEM ST	6	Class I	0.2	819
142	LAKE MURRAY BIKE PATH	NA	NA	7	Class I	3.1	16246
143	N SD RIVER BIKE PATH	HAZARD CENTER DR	MISSION CENTER RD	7	Class I	0.3	1465
144	PACIFIC BEACH DR	PACIFIC BEACH DR	NORTH MISSION BAY DR	2	Class I	0.3	1821
145	SR15 COMMUTER BIKEWAY	ADAMS AV	CAM DEL RIO SOUTH	9	Class I	1.0	5291
146	N SD RIVER BIKE PATH	QUALCOMM WAY	I805	7	Class I	0.4	1928
147	FAY AV BIKE PATH (LA JOLLA BK PATH ON GMAPS)	VIA DEL NORTE	VINCENTE WY	1	Class I	0.2	828
148	FAY AV BIKE PATH (LA JOLLA BK PATH ON GMAPS)	DOWLING DR	ROSEMONT ST	1	Class I	0.2	1101
149	SR56 BIKE PATH	BEGIN	EL CAMINO REAL	1	Class I	0.4	1943
150	SR56 BIKE PATH	EL CAMINO REAL	CARMEL CREEK RD	1	Class I	0.7	3725
151	SR56 BIKE PATH	CARMEL CREEK RD	CARMEL COUNTRY RD	1	Class I	1.2	6543
152	OLD CARMEL VALLEY RD	SR-56 WB	WHITE OAK LN	1	Class I	0.3	1391
153	SR56 BIKE PATH	CARMEL COUNTRY RD	OLD CARMEL VALLEY RD	1	Class I	0.8	4173
154	SR56 BIKE PATH	SR56 BIKE PATH	CARMEL VALLEY RD	1	Class I	0.5	2858
155	SR56 BIKE PATH	CARMEL VALLEY RD	RANCH SANTA FE FARM RD	1	Class I	1.4	7561
156	SR56 BIKE PATH	RANCH SANTA FE FARM RD	CAM DEL SUR	5	Class I	1.0	5473
157	SR56 BIKE PATH	CAMINO DEL SUR	CARMEL MTN RD	5	Class I	0.4	2182
158	SR56 BIKE PATH	CARMEL MTN RD	BLACK MTN RD	6	Class I	1.1	5671
159	SR56 BIKE PATH	BLACK MTN RD	SALMON RIVER RD	6	Class I	0.6	3232
160	SR56 BIKE PATH	SALMON RIVER RD	RANCHO PENASQUITOS RD	5	Class I	0.5	2869
161	SR-56 Bike Path	I-15	SABRE SPRINGS PY	5	Class I	0.3	1618
162	MURPHY CANYON BIKE PATH	SAN DIEGO MISSION RD	FRIARS RD	7	Class I	0.1	682
163	SR56 BIKE PATH	RANCH SANTA FE FARM RD	CAM DEL SUR	1	Class I	0.7	3434
164	ROSE CANYON BIKE PATH	BEGIN	SR-52 WB	2	Class I	0.3	1715

**CLASS I BIKE PATHS**

<b>GIS OBJECTID</b>	<b>BIKE PATH</b>	<b>CROSS STREET 1</b>	<b>CROSS STREET 2</b>	<b>DISTRICT</b>	<b>BIKE CLASS TYPE</b>	<b>LENGTH (MILES)</b>	<b>LENGTH (FT)</b>
165	OCEAN BEACH BIKE PATH	WEST MISSION BAY DR	PACIFIC HWY	7	Class I	0.2	847
166	SR15 COMMUTER BIKEWAY	ADAMS AV	CAM DEL RIO SOUTH	7	Class I	0.1	349
167	MONROE AV BRIDGE	MONROE AV	TERRACE DR	9	Class I	0.0	162
168	I-5 BRIDGE	INDIA ST	KETTNER BL	3	Class I	0.0	127
169	EMBARCADERO PATH	SEAPORT VILLAGE	NORTH HARBOR DR BIKE PATH	2	Class I	0.1	610
170	EMBARCADERO PATH	CONVENTION CENTER	SEAPORT VILLAGE	8	Class I	0.2	986



EXHIBIT C



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by 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 performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.



**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the 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. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or 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 Contractor to produce, at Contractor’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. Contractor further agrees to indemnify, defend, 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 Deliverable Materials, 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 Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and 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 goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

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

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor 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. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor 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. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.



**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to 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.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 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 the subject matter of this Contract, if possible.

**11.3 Expenses.** 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, 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.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.