



REQUEST FOR PROPOSAL

FOR

ARCHITECTURAL SERVICES

FOR

CITY OF SAN DIEGO

**TORREY PINES GOLF COURSE - MASTER PLAN & BRIDGING DOCS FOR
CLUBHOUSE & MAINTENANCE FACILITY**

FOR THE

ENGINEERING & CAPITAL PROJECTS DEPARTMENT

PROPOSALS DUE:

4:00 P.M.

TUESDAY, FEBRUARY 27, 2024

CITY OF SAN DIEGO

PURCHASING & CONTRACTING – PUBLIC WORKS DIVISION

1200 THIRD AVENUE, SUITE 200

SAN DIEGO, CA 92101

CONTRACT NUMBER: H2326142-M

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FOR
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1.0 INTRODUCTION

The City of San Diego (City) is requesting proposals to provide architectural services for the development of a Torrey Pines Golf Course – Facilities Master Plan (Master Plan) and Bridging Documents for the Clubhouse and Maintenance Facility (Bridging Documents), (H2326142).

1.1 This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

1.2 Equal Opportunity Contracting Program Overview

The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Proposers are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants. For EOCP proposal requirements,

see Section 4.2.7 of this RFP and Attachment A – Evaluation Criteria.

The successful proposer and each of its Subconsultants shall follow the City's Equal Opportunity Contracting Program Consultant Requirements which are attached hereto as Attachment B, Exhibit D, and incorporated herein by this reference.

2.0 PROJECT DESCRIPTION

2.1 Project Background

Torrey Pines Golf Course is a 36-hole municipal golf facility that sits on the coastal cliffs overlooking the Pacific Ocean in the community of La Jolla, just south of Torrey Pines State Reserve. It has long been recognized as one of the nation's premier municipal golf facilities. The City of San Diego has recognized a need for modernizing the Golf Course Facilities and ancillary structures in accordance with current and future Council policies and initiatives, as well as creating a more cohesive architectural style, consistent with the Lodge at Torrey Pines.

2.2 Project Description

The City of San Diego is requesting proposals to provide architectural services for the development of a Torrey Pines Golf Course – Facilities Master Plan (Master Plan) and Design-Build Bridging Documents (Bridging Documents) for an initial project (Phase I of the Master Plan), which will consist of a new Clubhouse and Maintenance Facility at Torrey Pines Golf Course.

The purpose of the Master Plan is to establish short and long-term goals and objectives for City Staff, the Parks and Recreation Department, and the City Council for the improvement and future development of the Torrey Pines municipal golf course structures and ancillary facilities. The Master Plan document will be reflective of serving the unique needs of a nationally recognized premier golf facility, while simultaneously meeting the climate goals and infrastructure requirements of the City's Climate Action Plan, and engaging the needs and concerns of the local community and greater San Diego region. The Design Professional shall work closely with city staff, the

Parks and Recreation Department, the public, and other planning consultants, in preparing and developing the priorities for the Master Plan. The Design Professional shall create the Torrey Pines Golf Course Master Plan document for approval by the Parks and Recreation Department and the City Council. The Torrey Pines Golf Course Master Plan will become an element of the City of San Diego Parks Master Plan.

In addition to preparing to the Master Plan as described, the Design Professional shall prepare and provide Bridging Documents and Environmental Packages for the anticipated Phase I of the Master Plan, which includes at a minimum the demolition and removal of the existing Clubhouse, Maintenance Facility, and practice putting greens, as well as the creation of temporary facilities to ensure continuous operation of the golf course during construction. Phase I will also include the construction of a new Clubhouse, Maintenance Facility, practice putting greens, and a new Maintenance Facility, as well as identification and coordination of overflow parking overflow throughout the project. Please note, the current practice putting greens must remain in place until new putting greens have been installed, unless the contractor finds a suitable alternative.

The new clubhouse shall include at a minimum, the following components:

- Cart barn for at least 150 carts
- Rental club storage
- Mechanics bay
- Breakrooms for staff
- Restrooms for the public
- Restrooms for staff
- Golf shop no smaller than the existing golf shop
- Merchandise storage room
- Locker room for 156 golfers
- Nine offices for lessee
- Thirteen offices for City golf operations staff
- Conference room for 20
- Reception area

- Additional storage rooms
- Records room
- Data technology room
- Copy/supply room
- Maintenance closets
- Food concession stand

The project shall also include two new putting greens, which are at least equal to the size in square footage of the existing putting greens.

The new maintenance facility shall include at a minimum, the following components:

- Covered garage for maintenance equipment
- Secured equipment storage
- Two surface mounted lifts
- Grinding room
- Chemical storage
- Covered mixing station
- Electrical/utility room
- Wash pad
- New fuel tank
- Parking for 50 employees
- Administrative space
 - Six shared office spaces for 11 employees
 - Conference room for 20
- Breakroom for 55 employees
- Computer lab with at least 10 workstations
- Locker rooms
- Mud room with washer and dryer
- Data equipment room
- Three flexible spaces

For further detail, please see the Minimum Space Requirements located in Appendix 1.

The scope of services for the Bridging Documents consists of, but may not be limited to, the preparation of the 30% level bridging documents for the forthcoming Design-Build RFP. Deliverables shall include environmental studies, a performance-based project program, plans, performance specifications, permit application packages, and proposed construction schedule with sequence of work adhering to requirements put forth by the City and specific deliverable work products that serve as completion milestones described in this section. The Design Professional shall perform the engineering tasks required for the development of the bridging documents and bid/construction support for this Project as described in the Scope of Services.

The project will require the Design Professional team to be made up of experienced and highly qualified individuals with relevant work experience on eighteen (18) hole golf courses and facilities. The project team shall include, but not be limited to, the following roles: a project manager and lead architect; each of whom have previously functioned in a similar role, on a minimum of three (3) comparable, eighteen (18) hole golf courses. Experience with sites which have hosted televised PGA TOUR, USGA, or LPGA tournament events is preferred.

The project will also require extensive coordination with the City of San Diego Development Services Department, the California Coastal Commission, and other local, state, and national environmental jurisdictional agencies. As such, the project team shall also include an environmental expert that has familiarity with permit application requirements with each relevant jurisdictional agency. The environmental expert shall have previously functioned in a similar role on a minimum of three (3) completed projects, preferably with local jurisdictional agencies.

2.3 Estimated Design Fee Range

The estimated range of the design fee for the project will be between \$2,200,000 and \$2,600,000.

Subcontracting Participation Percentages:

2.3.1 The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation 2.7%
2. ELBE participation 3.5%
3. Total mandatory participation 6.2%

2.3.2 The current list of Certified SLBE/ELBE Firms to be utilized by bidder/proposer for outreach for this project is posted to the Documents tab on PlanetBids.

2.3.3 The Proposal shall be declared non-responsive if the Proposer fails to meet the following **mandatory** requirements:

2.3.3.1 Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document;
OR

2.3.3.2 Submission of Good Faith Effort (GFE) documentation, as specified in Attachment B, Exhibit D, saved in searchable Portable Document Format (PDF), demonstrating the Proposer made a good faith effort to conduct outreach to and include SLBE-ELBE subcontractors as required in this solicitation by 4:00 PM three (3) working days after the proposal due date.

All submittals in searchable PDF format shall be submitted electronically within the prescribed time identified in this RFP via PlanetBids by invitation to the point of contact named in this RFP. Invitations will be provided by the City's Contract Specialist to all

Proposers.

3.0 SCOPE OF SERVICES

The complete Scope of Services for Bridging Docs for Torrey Pines Golf Course Clubhouse & Maintenance (H2326142) is contained in Exhibit A to the Draft Agreement (Attachment B).

4.0 PROPOSAL REQUIREMENTS

4.1 General

- 4.1.1 The Proposal should be concise, well organized and demonstrate the proposers' qualifications and experience applicable to the Project. The Technical Proposal shall be limited to forty-five (45) pages (8½" x 11"). The forty-five (45) page count includes cover page, cover letter, résumés, graphics, pictures, photographs, dividers, etc. One (1) 11" x 17" page is permitted but shall be counted as two (2) 8½" x 11" pages. The page count begins with the cover page and ends at the beginning of EOCP documentation. A standard business font with a minimum 12 Point font size and minimum 1" margins shall be utilized for text pages. The font size restriction does not apply to text within tables, charts, pictures, photographs, illustrations, and captions. The minimum font size for these exceptions is 8 Point.
- 4.1.2 All forms required under Attachments A and B of this RFP inclusive of all EOCP documentation required under Attachment B, Exhibit D, of this RFP shall be in addition to the forty-five (45) page limit stated in 4.1.1. The only EOCP requirements that shall be submitted by subconsultants are the Certifications (e.g. – SLBE, ELBE, DBE, DVBE, MBE, SBE, WBE, etc.). All other pages in the Proposal, including subconsultant résumés, shall be included in the forty-five (45) page limit stated in 4.1.1.
- 4.1.3 Proposers will be evaluated based on the information submitted in accordance with Section 4.2 below. The evaluation criteria, including all Pass/Fail requirements of this RFP, are listed in Attachment A.

4.2 Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

4.2.1 Executive Summary

Include a one-page to two-page overview of the entire Proposal describing the highlights of the Proposal.

4.2.2 Identification of Proposer

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required under this section 4.2.2 for each member.
- c. If company is wholly owned subsidiary of a “parent company”, identify the “parent company.”
- d. Addresses of office(s) located in San Diego County.
 - i. Number of years that company has maintained office in San Diego County.
 - ii. Number of employees in San Diego County.
- e. City of San Diego Business Tax Certificate (SDBTC) Number. If Proposer does not have an SDBTC please state so. If selected for Award a SDBTC will be required prior to Award/Notice to Proceed.
- f. The submitted Proposal must include a State of California Department of Industrial Relations (DIR), Division of Labor Standards Enforcement, Public Works Contractor Registration Number.

DIR Public Works Contractor Registration Numbers may be

obtained at the following website:

<https://mycadir.force.com/registrations/CommunityLogin>.

DIR Public Works Contractor Registration Numbers may be verified at the following website:

<https://cadir.secure.force.com/ContractorSearch>.

- g. Name, title, address, telephone number and email address of person to contact concerning the Proposal.

4.2.3 Experience and Technical Competence

Describe Proposer's experience in completing similar consultant efforts. List three (3) successfully completed projects which are of a similar nature, name of Owner's Project Manager, phone numbers, project type and total value of project. Projects awarded and not yet completed may be submitted for consideration.

In addition to the three highlighted projects, the proposer or subconsultants may include other projects that show experience. The only limitation is the forty-five (45) page limit of the proposal.

4.2.4 Proposed Method to Accomplish the Work

Discuss Proposer's technical and management approach to the design effort. Discuss lines of communications necessary to maintain design schedule, and software availability for both schedule and management reporting.

Note: Proposer shall not include any price information in their proposal, presentation or interview. The inclusion of price information will cause the firm's proposal, presentation or interview to be deemed non-responsive.

4.2.5 Knowledge and Understanding of Local "Environment"

Describe experience working in the local "environment" and proposed

local presence for interfacing with the City's project management staff. The “environment” includes but is not limited to: City and other local agencies regulations and policies; local environmental documentation requirements; local building codes; and other local design criteria.

4.2.6 Project Organization and Key Personnel

4.2.6.1 Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibilities of prime consultant and all subconsultants. Indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of project (through startup) and furnish résumés of key personnel. Provide indication of staffing level for the project. Design Professional's evaluation will consider its entire team, therefore no changes in team composition will be allowed without prior written approval of the City.

4.2.6.2 Provide detailed discussion of the experience of Proposer's Project Manager, Principal-in-Charge, and other key managers on projects of similar size, capacity, and dollar value. For each similar project, include Owner's name, Owner's Project Manager and phone number.

4.2.7 Equal Opportunity Contracting Program Requirements

The City is committed to the EOCP statements contained in Attachment B, Exhibit D. Attachment B, Exhibit D, specifies documentation required for submittal with the RFP. The Proposer shall submit all documentation required by Attachment B, Exhibit D, to this RFP. All documentation submitted in accordance with Attachment B, Exhibit D, shall be in addition to the forty-five (45) page limit. Emphasis shall be placed on the following sections of Attachment B, Exhibit D:

4.2.7.1 Disclosure of Discrimination Complaints

In accordance with Attachment B, Exhibit D, Section II, Paragraph A, the Proposer shall include in its proposal completed Disclosure of Discrimination Complaints (see Attachment B, Exhibit D, Attachment AA). The Disclosure of Discrimination Complaints shall be company-wide and shall cover all recorded complaints over the last ten (10) years.

4.2.7.2 Work Report/Equal Employment Opportunity Plan

In accordance with Attachment B, Exhibit D, Section III, Paragraph B, the Proposer shall include in its proposal completed Work Force Reports (WFR) (see Attachment B, Exhibit D, Attachment BB) for the Design Professional firm's total employees from each county that shall participate in this proposal. The work forces of multiple offices within the same county shall be combined into one WFR. Upon receipt and review of the WFR, at the discretion of the Equal Opportunity Contracting Program and in accordance with Attachment B, Exhibit D, Section III, Paragraph C, an Equal Employment Opportunity Plan may be requested. Subconsultants are not required to submit a WFR.

4.2.7.3 Subcontractor Participation List

In accordance with Attachment B, Exhibit D, Section IV, Paragraph B, the Proposer shall include in its proposal completed Subcontractor Participation List (Attachment B, Exhibit D, Attachment CC) which lists all subconsultants for this project. If the Proposer inserts a range of subconsultant participation percentage, the lower of the range numbers will be used to calculate SLBE/ELBE participation.

4.2.8 Prime & Subconsultant Summary Data

The Proposer shall submit a summary table that is to be titled "Prime &

Subconsultant Summary Data”.

The table shall be placed in the proposal after the Subcontractor Participation List and shall contain the following data for each proposed Subconsultant utilized on this project regardless of tier:

- a. Subconsultant's legal name and address.
- b. Addresses of offices located in San Diego County.
 - i. Number of years that subconsultant has maintained office in San Diego County.
 - ii. Number of employees in San Diego County.
- c. City of San Diego Business Tax Certificate (SDBTC) Number. If Subconsultant does not have an SDBTC please state so. If selected for Award a SDBTC will be required prior to Award/Notice to Proceed.
- d. If applicable, the submitted Proposal must include a State of California Department of Industrial Relations (DIR), Division of Labor Standards Enforcement, Public Works Contractor Registration Number.

If not applicable, state “Not Applicable” or “NA”.

DIR Public Works Contractor Registration Numbers may be obtained at the following website:

<https://mycadir.force.com/registrations/CommunityLogin>.

DIR Public Works Contractor Registration Numbers may be verified at the following website:

<https://cadir.secure.force.com/ContractorSearch>.

- e. Name, title, address, telephone number and email address of subconsultant's contact person.

4.2.9 Financial Arrangements for Joint Ventures

If the Proposer is a Joint Venture, the Proposer shall address the proposed financial arrangements between the Joint Venture members as they relate to liability to the City for work to be performed under this Project.

4.2.10 Exceptions to this RFP

The Proposer shall either confirm that it takes no exceptions to this RFP and its attachments or, if the Proposer does take exception(s) to any portion of the RFP, a thorough explanation of the specific portion of the RFP to which exception is taken shall be submitted in writing.

4.2.11 Addenda to this RFP

Proposer shall confirm in its Proposal the receipt of all addenda issued to this RFP. Proposer is not required to include copies of the actual addenda in its Proposal.

4.2.12 Certification of the Proposer

The Proposer shall state its Certification(s) among the following: City of San Diego Certified Small Local Business Enterprise (SLBE), City of San Diego Certified Emerging Local Business Enterprise (ELBE), Certified Minority Business Enterprise (MBE), Certified Woman Business Enterprise (WBE), Certified Disadvantaged Business Enterprise (DBE), and Certified Disabled Veteran Business Enterprise (DVBE). If the Proposer does not possess any of the preceding certifications it shall state that it is an Other Business Enterprise (OBE).

5.0 **ELECTRONIC SUBMITTAL REQUIREMENTS**

5.1 Proposers must be pre-registered with the City's proposal system and possess a system-assigned Digital ID to submit an electronic proposal.

5.2 Proposals will be received in **electronic format only** at the City of San Diego's electronic proposal site. Proposer shall submit One (1) complete and searchable

Portable Document Format (PDF) version of the Proposal containing all EOCP information and requested City forms. The maximum file size of the PDF for proposal submission is fifty (50) megabytes. The electronic system will close submission exactly at the date and time set forth in this RFP or as changed by addenda. An electronic copy of the firm's proposal must be attached to the electronic system.

- 5.3 The Proposal must be submitted at the City of San Diego Vendor Portal through Bid Opportunities:
<http://www.planetbids.com/portal/portal.cfm?companyID=17950>
and is due **no later than 4:00 PM on Thursday, January 4, 2024** for the performance of services on Torrey Pines Golf Course - Master Plan & Bridging Docs for Clubhouse & Maintenance Facility.
- 5.4 The Proposal shall be **signed** by an individual or individuals authorized to execute legal documents on behalf of the Proposer.
- 5.5 The PDF Proposal submitted shall have the following **name assignment**: (H2326142) Consultant Name. That is, the contract number(s) followed by the name of the consultant; for example: (H2326142) Acme Consulting.
- 5.6 Proposers are responsible for the submission and proposal acceptance before the closing time set forth in this RFP or as changed by addenda. **Important Note:** Submission of the proposal into the electronic system may not be instantaneous; it may take time for the Proposer's document(s) to upload and transmit before the proposal is accepted. It is the Proposer's sole responsibility to ensure their document(s) are uploaded, transmitted, and arrive in time electronically. The City of San Diego shall have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.
- 5.7 The City's proposal system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's proposal system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features,

Consultants who disable their browsers' cookies will not be able to log in and use the City's proposal system.

5.8 Proposals remain sealed until the deadline and are transmitted into the City's proposal system via hypertext transfer protocol secure (https) mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte; which encrypts data being transferred from client to server.

5.9 Failure to comply with the requirements of this RFP may result in disqualification.

6.0 PRE-SUBMITTAL ACTIVITIES

6.1 Questions Concerning Request for Proposals

All questions regarding the RFP should be mailed in writing or sent as an e-mail to:

City of San Diego
Purchasing & Contracting – Public Works Division
ATTN: Angelica Gil, Senior Contract Specialist
1200 Third Avenue, Suite 200
San Diego, CA 92101
AngelicaG@sandiego.gov

Question shall be submitted as soon as possible, but no later than 5:00 P.M. local time, on Thursday, February 8, 2024.

6.2 Pre-Proposal Meeting

A non-mandatory pre-proposal meeting will be held on Thursday, January 11, 2024 at 10:00 AM via virtual platform Microsoft Teams. Attendance is highly encouraged but not mandatory.

Please join the pre-proposal meeting from your computer, tablet, or smartphone.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 237 197 512 178

Passcode: cbVtWQ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 945-468-5511,,793751944#](#) United States, Dallas

Phone Conference ID: 793 751 944#

[Find a local number](#) | [Reset PIN](#)

To request a copy of the pre-proposal meeting agenda in an alternative format, please contact the Contract Specialist listed in Section 6.1 of this solicitation at least five (5) working days prior to the meeting.

6.3 Site Visit

A non-mandatory site visit will be held at Torrey Pines Golf Course on Tuesday, February 6, 2024, at 9:00 AM. Attendance is highly encouraged but not mandatory.

11480 N. Torrey Pines Rd.
San Diego, CA 92037

We will meet at the grassy area adjacent to the putting greens, and directly across from the golf shop 30-minute parking spaces.

6.4 Revision to the Request for Proposals

The City reserves the right to revise the RFP prior to the date that Proposals are due. Notifications of all revisions to the RFP shall be emailed to all potential Proposers. The City reserves the right to extend the date by which the Proposals are due.

7.0 CONSULTANT NOMINATING AND SELECTION PROCESS

- 7.1 The City's Nominating and Selection Process is based on the policies, procedures and guidelines contained in City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60, Selection of Consultants for Work Requiring Licensed Architect and Engineering Skills and Other Related Professional Services.
- 7.2 A Consultant Selection Panel (Panel) will be established for this project which will include representatives from the City and may include representatives from other public agencies and the general public.
- 7.3 Based on the proposals submitted, the City's Panel will recommend to the Director, Engineering & Capital Projects Department, a short-list of qualified firms for this project. The Director has final authority to determine the short-listed firms.
- 7.4 The Panel will interview the short-listed firms. Based on the proposals, interviews, and the Engineering & Capital Projects Department Evaluation Criteria, the Panel will grade the finalists as to qualifications. The Panel will forward a recommended firm for award to the Director, Engineering & Capital Projects Department, for the Director's concurrence and permission to enter negotiations with the recommended firm.
- 7.5 Upon receipt of the Director's authorization to negotiate, the Engineering & Capital Projects Department will establish a negotiating team and enter negotiations with the highest ranked firm. Negotiations will cover: scope of services, contract schedule, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected firm, the negotiating team will recommend to the Director that the negotiations shall be terminated and that negotiations with the next highest ranked firm shall be initiated. The Director has final authority to terminate negotiations and begin negotiations with the next highest ranked firm.
- 7.6 After negotiating a proposed agreement that is fair and reasonable, the

negotiating team will recommend to the Director that the City enters into the proposed agreement. The Director, via the Mayor or designee, will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the agreement.

8.0 VENDOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM

8.1 **Prior** to the Award of the Agreement, the Design Professional and their Subcontractors must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by the PlanetBids System. For additional information go to:

<http://www.planetbids.com/portal/portal.cfm?companyID=17950>.

8.2 The City may not award the Agreement until registration of all subcontractors is complete. In the event this requirement is not met prior to contract award the City reserves the right to make the award to the next most qualified proposer.

9.0 EVALUATION CRITERIA

The evaluation criteria, including all **Pass/Fail** requirements of this RFP, are listed in Attachment A.

10.0 SCHEDULE FOR NOMINATION, SELECTION AND AWARD

The City anticipates that the process for nominating and selecting a Design Engineer, and awarding the contract, will be according to the following tentative schedule:

10.1	Advertise and Issue RFP:	Tuesday, December 19, 2023
10.2	Pre-Proposal Meeting (virtual):	Thursday, January 11, 2024
10.3	Site Visit:	Tuesday, February 6, 2024
10.4	Last Date to Submit Written Questions:	Thursday, February 8, 2024
10.5	Proposal Due Date:	Tuesday, February 27, 2024
10.6	Good Faith Effort Due Date:	Friday, February 23, 2024

10.7	Short-list Determination:	March 2024
10.8	Oral Interviews:	April 2024
10.9	Selection and Notification:	May 2024
10.10	Contract Negotiation Complete:	July 2024
10.11	City Council Approval of Contract:	September 2024
10.12	Notice to Proceed:	November 2024

11.0 SPECIAL CONDITIONS

11.1 RESERVATIONS

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

11.2 CONTRACTOR STANDARDS

This RFP is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Attachment B, Exhibit G of this RFP.

11.3 PUBLIC RECORDS

Upon receipt by the City, all proposals shall become the property of the City, and become public records subject to public disclosure. It is the responsibility of the Proposer to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act 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 requirements of the California Public Records Act.

If the Proposer does not provide a specific and detailed legal basis for

withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the Proposer will hold the City 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 California Public Records Act withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify the City and hold it harmless for any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Proposer's request.

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

11.4 RIGHT TO CANCEL

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing by the City.

11.5 ADDITIONAL INFORMATION

The City reserves the right to request additional information and/or clarifications from any or all Proposers to this RFP.

11.6 PUBLIC INFORMATION

The Design Professional shall conform to City of San Diego Administrative Regulation 95.65 and Council Policy 000-41 concerning product endorsement. Any advertisement referring to the City of San Diego as a user of a product or service will require written approval of the Mayor or designee. Reference to the existence of an executed contract in proposals and marketing presentations by the Design Professional is permitted.

11.7 DRUG-FREE WORKPLACE POLICY

By submitting a proposal in response to this RFP the Proposer agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this RFP by this reference. Council Policy 100-17 is available online at <https://www.sandiego.gov/city-clerk/officialdocs>.

11.8 CONSULTANT PERFORMANCE EVALUATION

The City has adopted a "Consultant Performance Evaluation" program whereby the performance of design consultants will be monitored and formally evaluated upon completion of the Agreement. This program is defined in the City's Administrative Regulation Number 25.75 dated September 1, 1991, and is incorporated into this RFP by way of Attachment B, Exhibit F.

11.9 CONFLICT OF INTEREST

By submitting a proposal, the Proposer agrees that it is aware of, and hereby certifies that it agrees to comply with, all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

Proposer certifies that it agrees to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that creates the appearance of a conflict of interest, or appears to be motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

Proposer certifies they understand that a violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

12.0 SUMMARY - GUIDE TO EXPECTED CONTENTS OF PROPOSAL

This guide and recommended order of contents is intended to be a roadmap that will lead to the submittal of a responsive proposal and is not intended to be an exhaustive list of all possible items contained in a proposal. For example, both a letter of introduction and a table of contents are optional. However, both may be included and may add to the comprehension and readability of the proposal. Please use the unmodified forms provided with the RFP. If you have any questions refer to the RFP or call the Consultant Services Coordinator.

TECHNICAL PROPOSAL – 45-page limit or as stated in RFP Section 4.1 – Proposal Requirements

1. Executive Summary (see RFP 4.2.1),
2. Identification of the Proposer (see RFP 4.2.2),
3. Experience and Technical Competence (see RFP 4.2.3),
4. Proposed Method to Accomplish the Work (see RFP 4.2.4),
5. Knowledge and Understanding of Local Environment (see RFP 4.2.5),
6. Project Organization and Key Personnel (see RFP 4.2.6).

TAB 1 EQUAL OPPORTUNITY CONTRACTING PROGRAM

Not included in page count (other than Certifications this information is submitted by the Prime Consultant only)

1. Disclosure of Discrimination Complaints (see RFP 4.2.7.1),
2. Work Force Report(s) for all branches that will participate in this Proposal (see RFP 4.2.7.2),
3. Subconsultant List (see RFP 4.2.7.3) followed by Prime & Subconsultant Summary Data (see RFP 4.2.8).

TAB 2 CITY OF SAN DIEGO FORMS AND OTHER INFORMATION

Not included in page count (this information is submitted by the Prime Consultant

only)

1. Contractor Standards Pledge of Compliance (see RFP 11.2)
2. RFP 4.2.9 – 4.2.12, includes:
 - a. Financial Arrangements for Joint Ventures (if applicable),
 - b. Exceptions to the RFP,
 - c. Acknowledgement of Addenda, and
 - d. Proposer Certification – State all certifications that apply to your firm including:
 - Emerging Local Business Enterprise (ELBE),
 - Small Local Business Enterprise (SLBE),
 - Disadvantaged Business Enterprise (DBE),
 - Disabled Veteran Business Enterprise (DVBE)
 - Minority Business Enterprise (MBE),
 - Women Business Enterprise (WBE), and
 - Other Business Enterprise (OBE).

ATTACHMENT A

EVALUATION CRITERIA

EVALUATION CRITERIA**1. Page Count (PASS/FAIL)**

Submitted proposal must comply with the following:

- a. Page Count – See Section 4.1.1 of the RFP.
- b. Size of File – See Section 5.2 of the RFP.

Failure to provide a proposal in accordance with a. and b. above will result in the proposal being considered non-responsive and ineligible for further consideration.

2. Executive Summary (PASS/FAIL)

Include a one-page to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the Proposal being considered non-responsive and ineligible for further consideration. (See Section 4.2.1)

3. Identification of the Proposer (NOT PASS/FAIL)

Submitted Proposal must comply with Section 4.2.2 and shall include:

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required under Section 4.2.2 of the RFP for each member.
- c. If company is wholly owned subsidiary of a “parent company”, identify the “parent company.”
- d. Addresses of office(s) located in San Diego County.
 - 1) Number of years that company has maintained office(s) in San Diego County.
 - 2) Number of employees in San Diego County.
- e. City of San Diego Business Tax License (SDBTL) Number. If Proposer does not have an SDBTL please state so. If selected for Award a SDBTL will be required prior to Award/Notice to Proceed.
- f. State of California Department of Industrial Relations (DIR), Division of Labor Standards Enforcement, Public Works Contractor Registration Number.
- g. Name, title, address, telephone number and email address of person to contact concerning the Proposal.

Failure to provide the Identification of the Proposer will result in the Proposal being considered non-responsive and ineligible for further consideration.

4. Equal Opportunity Contracting Program (EOCP) Requirements

The Proposer shall include the following items as detailed in Attachment B, Exhibit D, EOCP Requirements. Failure to include all items will result in the Proposal being considered non-responsive and ineligible for further consideration.

- 4.1 Disclosure of Discrimination Complaints (see Exhibit D, Section II A & Attachment AA) **(PASS/FAIL)**
- 4.2 Current Work Force Report (see Exhibit D, Section III B & Attachment BB) **(NOT PASS/FAIL)**

- 4.3 Subcontractor Participation List (see Exhibit D, Section IV B & Attachment CC)
(PASS/FAIL)
5. **Prime & Subconsultant Summary Data (PASS/FAIL)**
- A Prime & Subconsultant Summary Data table (See Section 4.2.8) shall be inserted after EOCP's Subconsultant List (Attachment CC).
6. **Exceptions to this RFP (PASS/FAIL)**
- The Proposer shall either confirm that it takes no exceptions to this RFP and its attachments or, if the Proposer does take exception(s) to any portion of the RFP, a thorough explanation of the specific portion of the RFP to which exception is taken shall be submitted in writing. An exception may be determined by the City to be of such a material nature that such exception may cause the Proposal to be considered, at the sole discretion of the City, non-responsive. (See Section 4.2.10)
7. **Addenda to this RFP (PASS/FAIL)**
- The Proposer shall confirm in its Proposal the receipt of all addenda issued to this RFP. Proposer is not required to include copies of the actual addenda in its Proposal. Failure to acknowledge all addenda issued will result in the Proposal being considered non-responsive and ineligible for further consideration. (See Section 4.2.11)
8. **Certification of the Proposer (NOT PASS/FAIL)**
- The Proposer shall confirm its certification(s). (See Section 4.2.12)
9. **Contractor Standards Pledge of Compliance (PASS/FAIL)**
- The Proposer shall provide the Contractor Standards Pledge of Compliance included herein as Attachment B, Exhibit G of this RFP. (See Section 11.2)
10. **Inclusion of Price Information in Proposal (PASS/FAIL)**
- The City will not allow any price information in an A&E or Related Professional Services proposal, presentation, or interview. The inclusion of price information will cause the firm's proposal, presentation, or interview to be deemed non-responsive. (See Section 4.2.4)

Consultant Short-listing and/or Selection for Award Evaluation Criteria

		<u>MAXIMUM EVALUATION POINTS</u>
1.	Specialized experience and technical competence of the firm and its subconsultants, considering the type of services required the complexity of the project, previous work performed on City and other local agencies contracts and past record of performance.	35
2.	Proposed method to accomplish the work, including technical and management considerations.	25
3.	Strength of key personnel (management personnel and technical personnel) and commitment to the project.	25
4.	Knowledge and understanding of local “environment” and a local presence for interfacing with the City’s project management staff. The “environment” includes but is not limited to: City and other local agencies regulations and policies; local environmental documentation requirements; geotechnical conditions in project area; and local building codes and other technical criteria.	15
TOTAL MAXIMUM EVALUATION POINTS:		<hr/> 100

ATTACHMENT B

DRAFT AGREEMENT

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
<<CONSULTANT NAME>>**

**FOR
TORREY PINES GOLF COURSE - FACILITY MASTER PLAN
AND BRIDGING DOCUMENTS FOR CLUBHOUSE &
MAINTENANCE FACILITY**

CONTRACT NUMBER: H2326142-M

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- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND <<CONSULTANT NAME>>
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and <<Consultant Name>> [Design Professional] for the Design Professional to provide Professional Services to the City for the Torrey Pines Golf Course – Facility Master Plan and Bridging Documents for Clubhouse & Maintenance Facility [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or <<Completion Date>>; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After

filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding <<Total Amt Scope of Services and Addition>>. The compensation for the Scope of Services shall not exceed <<Max Scope of Services Amount>>, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed <<Max Additional Services Amount>>.

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

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services

required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

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

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

Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at

least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation and Employer's Liability. For all of the Design Professional's employees who are subject to this Agreement the Design Professional shall keep in full force and effect, 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.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Contractors Pollution Liability Insurance.

Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Professional Services being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

Design Professional shall obtain written approval from the City for any insurance provided by Design Professional's Subcontractor instead of Design Professional.

For approval of a substitution of Design Professional's Subcontractor's insurance, the Design Professional shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services commence, shall be maintained for the duration of this Agreement, and shall include a 12-month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services without advancing the retroactive date.

For consultant agreements where there is a pollution exposure and Design Professional's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Design Professional may, in lieu of providing separate Contractor's Pollution Liability Insurance, provide to City either; a.) the endorsement affording pollution liability coverage under the Architects & Engineers Professional Liability policy, or, b.) a copy of the Architects & Engineers Professional Liability policy language where this is stated. The Architects & Engineers Professional Liability policy limits must

reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage.

4.3.2 Deductibles. Design Professional shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Design Professional 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.

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

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

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

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

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or d) premises owned, leased, controlled, or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Design Professional's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of what is required by this Agreement without overhead, profit, or any other markup.

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

4.3.7 Notice of Changes to Insurance. Design Professional shall notify the City 30 days prior to any material change to the policies of insurance provided under this Agreement.

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor

Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each

Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Design Professional shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Design Professional must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Design Professional and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Design Professional and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

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

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

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

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

4.7 Drug-Free Workplace. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit E].

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

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

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

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

4.10.4 The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor

with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

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

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

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

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design

Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.16 Sustainable Building Policy. The Design Professional shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that all new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP

was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

4.19 ADA Certification. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.20.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.20.1.1 Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

4.20.2 Penalties for Violations. Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

4.20.3 Payroll Records. Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1 In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.20.4 Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6 Required Provisions for Subcontracts. Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.20.7 Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

4.20.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the

performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.20.9.1 A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

4.20.9.2 By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Design Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the

American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

7.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the

sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: <<Department>>, c/o <<Project_Manager>>, <<Department_Address>>, and notice to the Design Professional shall be addressed to: <<Consultant_Name>>, <<Consultant_Contact_Person>>, <<Consultant_Address>>, <<Contact_Email>>.

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

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

9.4 Independent Contractors. The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: «Consultant_Team_Names» [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.10 Jurisdiction. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

9.11 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters

covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

9.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

9.16 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.17 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.18 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit F].

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

9.21 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records. By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

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

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

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

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

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

9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the

requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to <<Appropriate_Legal_Authority>>, authorizing such execution, and by the Design Professional pursuant to << Consultant_Name >>'s signature authority document.

I HEREBY CERTIFY I can legally bind <<Consultant_Name>> and that I have read all of this Agreement, this _____ day of _____, _____.

By_____

<<Consultant_Principal_Name>>

<<Consultant_Principal_Title>>

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

I HEREBY APPROVE the form of the foregoing Agreement this _____ day of _____, _____.

MARA W. ELLIOTT, City Attorney

By_____

Dana C. Fairchild
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

The Design Professional shall provide architectural services for the development of a Torrey Pines Golf Course – Facilities Master Plan (Master Plan) and Bridging Documents for the Clubhouse and Maintenance Facility (Bridging Documents). The Master Plan shall include evaluations and considerations for the Torrey Pines Golf Course’s new and existing structures and ancillary facilities. Additionally, the Scope of Services for the Bridging Documents includes required engineering work to provide 30% level design package; relevant environmental reports and permit packages; and assistance during the Bid/Award phase and Construction phase of the Torrey Pines Golf Course Clubhouse and Maintenance Facility project. Design Professional’s services shall include the following disciplines: architectural, environmental, civil, electrical, mechanical, plumbing, structural, landscaping, geotechnical, and any other disciplines necessary to prepare the Bridging Documents and Master Plan.

1.0 PROJECT DESCRIPTION

Torrey Pines Golf Course is a 36-hole municipal golf facility that sits on the coastal cliffs overlooking the Pacific Ocean in the community of La Jolla, just south of Torrey Pines State Reserve. It has long been recognized as one of the nation's premier municipal golf facilities. The primary purpose of the Torrey Pines Golf Course Master Plan is to provide a new implementable Master Plan with short and long-term goals and objectives for City Staff, the Parks and Recreation Department, and the City Council for the improvement and future development of the Torrey Pines municipal golf course structures and ancillary facilities. The Master Plan document will be reflective of serving the unique needs of a nationally recognized premier golf facility, while simultaneously meeting the climate goals and infrastructure requirements of the City’s Climate Action Plan, and engaging the needs and concerns of the local community and greater San Diego region. The Design Professional shall work closely with city staff, the Parks and Recreation Department, the public, and other planning consultants, in preparing and developing the priorities for the Master Plan. The Design Professional shall create the Torrey Pines Golf Course Master Plan document for approval by the Parks and

Recreation Department and the City Council. The Torrey Pines Golf Course Master Plan will become an element of the City of San Diego Parks Master Plan.

In addition to preparing to the Master Plan as described, the Design Professional shall prepare and provide Bridging Documents and Environmental Packages for the anticipated Phase I of the Master Plan, which includes at a minimum the demolition and removal of the existing Clubhouse, Maintenance Facility, and practice putting greens, as well as the creation of temporary facilities to ensure continuous operation of the golf course during construction. Phase I will also include the construction of a new Clubhouse, Maintenance Facility, practice putting greens, and a new Maintenance Facility, as well as identification and coordination of overflow parking overflow throughout the project. Please note, the current practice putting greens must remain in place until new putting greens have been installed, unless the contractor finds a suitable alternative.

The new clubhouse shall include at a minimum, the following components:

- Cart barn for at least 150 carts
- Rental club storage
- Mechanics bay
- Breakrooms for staff
- Restrooms for the public
- Restrooms for staff
- Golf shop no smaller than the existing golf shop
- Merchandise storage room
- Locker room for 156 golfers
- Nine offices for lessee
- Thirteen offices for City golf operations staff
- Conference room for 20
- Reception area
- Additional storage rooms
- Records room
- Data technology room
- Copy/supply room
- Maintenance closets

- Food concession stand

The project shall also include two new putting greens, which are at least equal to the size in square footage of the existing putting greens.

The new maintenance facility shall include at a minimum, the following components:

- Covered garage for maintenance equipment
- Secured equipment storage
- Two surface mounted lifts
- Grinding room
- Chemical storage
- Covered mixing station
- Electrical/utility room
- Wash pad
- New fuel tank
- Parking for 50 employees
- Administrative space
 - Six shared office spaces for 11 employees
 - Conference room for 20
- Breakroom for 55 employees
- Computer lab with at least 10 workstations
- Locker rooms
- Mud room with washer and dryer
- Data equipment room
- Three flexible spaces

For further detail, please see the Minimum Space Requirements located in Appendix 1.

DESIGN SCOPE OF SERVICES

1.1 SUMMARY OF SCOPE OF SERVICES

1.1.1 Master Plan

The scope of services consists of, but may not be limited to, the preparation of a Torrey Pines Golf Course Facilities Master Plan. The

City is seeking a highly qualified master planner to prepare a strategic master plan for the entire Torrey Pines Golf Course structures and ancillary facilities, taking into consideration existing uses and all code/municipal requirements. Elements of the Master plan shall exclude any changes to the Golf Course itself and its layout. Phase 1 of the Master Plan shall lead to the development the bridging docs described in the paragraph below. Future phases of the Master Plan shall focus on on-going modernization efforts and the redevelopment of antiquated areas of the Golf Course including, but not limited to, the following components:

- Identification of needed improvements to existing facilities located on the golf course
- Phasing for the renovation and/or construction of new and existing facilities on the golf course
- Exterior Architectural Plan that includes concept renderings, exterior color schemes, approved plant lists, and approved materials (with cost estimates for chosen materials).
- Utility Study (both wet and dry) for the new facilities, including necessary infrastructure upgrades
- Technology Infrastructure Upgrades involving telecommunications and security
- Signage and Way finding
- ADA Improvements
- Transportation and Multi-modal Plan that includes needed Parking Lot Improvements and Expansion
- Incorporation of all applicable Codes and Policies required by City of San Diego Capital Improvement Projects

1.1.2 Bridging Documents for Phase 1 of the Master Plan

The scope of services for the Bridging Documents consists of, but may not be limited to, the preparation of the 30% level bridging documents for the forthcoming Design-Build RFP for Phase 1 of the Master Plan, which will consist of a new Clubhouse and Maintenance Facility at Torrey Pines Golf Course. Deliverables shall include environmental

studies, a performance-based project program, 30% plans, performance specifications, permit application packages, and a proposed construction schedule. The sequence of work must adhere to requirements put forth by the City and the specific deliverable work products that serve as completion milestones described in this section. The Design Professional shall perform the engineering tasks required for the development of the bridging documents and bid/construction support for this Project as described in the Scope of Services. The Design Professional shall perform the engineering tasks required for the development of the bridging documents and bid/construction support for this Project as described below. In order to successfully fulfill the scope of services, the Design Professional's team shall include individuals with the capacity to provide the following professional services: environmental, civil, structural, electrical, plumbing, mechanical, fire protection, golf course design, interior design, landscaping and irrigation, geotechnical, and construction scheduling.

1.2 PROJECT MANAGEMENT

Provide management support to the City in the execution of the Project's Design Phase and design related issues during the Construction Phase. Attend meetings as requested by the City and coordinate the preparation of supporting materials as required. Provide status on project design issues/problems.

Prepare and maintain a project design schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task inter-relationships, milestones, and intermediate and final project deliverables in accordance with all Applicable Codes and City of San Diego Guidelines and Standards.

1.2.1 COORDINATION

Provide coordination and communications between the City Project Management staff and the Design Professional staff as necessary to keep the entire project team informed of the Project's key issues and

decisions. The Design Professional shall provide coordination during consultant activities to obtain feedback from City staff. It will also be necessary to provide information and receive direction (through the City PM) to fulfill the community and environmental expectations of the project. Design Professional shall attend and coordinate Preliminary Meetings with relevant agencies to establish base conditions and requirements for the design and construction of the project.

The Design Professional shall provide coordination and communications between its own Project Management team and the Project Manager of the various Project elements, activities, and tasks with City direction, insights, and input.

1.2.2 PGA TOUR CONSTRUCTION SERVICES, INC.

a. ROLE OF PGA TOUR CONSTRUCTION SERVICES, INC.

The PGA TOUR Construction Services, Inc. may act as advisor to the City of San Diego during the development of the master plan and bridging documents. The Design Professional shall work closely with the PGA TOUR Construction Services, Inc. throughout the development of the master plan and bridging documents. This coordination may occur through design charrettes, see Section 1.2.5 for details. PGA TOUR Construction Services, Inc. may also review submittal documents to provide input.

PGA TOUR Construction Services, Inc. may exercise their design expertise of major architectural design features, building systems, equipment, and components. The City shall maintain final design authority.

1.2.3 PROJECT MEETINGS/PRESENTATION

The Design Professional shall prepare meeting agenda/minutes and distribute to attendees and others designated by the City's Project

Manager. Ensure that all Project team action items are addressed by the appropriate task managers.

1.2.4 KICK-OFF AND PROGRESS MEETINGS

The City will conduct a design kick-off meeting; the Design Professional shall have its Project Manager attend the meeting and shall present its Project Schedule.

Design Professional will lead progress meetings with City's Project Manager and shall occur every two weeks but no less than once a month.

1.2.5 DESIGN CHARRETTES

- a. The Design Professional shall conduct at minimum, three (3) design charrettes, each of which may be up to 2 days in length.
- b. Each design charrette shall include key members of the Design Professional's Team and members of the City of San Diego; and may include members of the PGA TOUR Construction Services, Inc.
- c. The design charrette is an intensive process where designers, users, the City, and the PGA TOUR Construction Services, Inc. team can come together to focus their input on the design of a specific project. The process involves the gathering of information and the definition of project requirements both in written and visual form. This process maximizes the City's access to the designer and the designer's access to the site during design development. A member of the Design Professional's team shall act as facilitator to conduct the design charrette proceedings.

d. Goals

The goals of the design charrettes include:

- 1. Refined scope definition thereby reducing project design and construction schedules.
- 2. Itemized project and construction cost estimates.

3. Exploration of alternative design options resulting in a better design solution.
4. Early identification and resolution of potential obstacles in each discipline that may impact cost and/or schedule.
5. The Design Professional receives functional information from the City and the PGA TOUR Construction Services, Inc. including key desirables to achieve consensus by the key decision makers.

e. Timing

First design charrette should be held within 10–15 working days of the Kick-Off meeting.

Second design charrette should be held within 10–15 working days of submittal of preliminary bridging documents (see Section 1.5 for submittal requirements).

Third design charrette should be held within 10–15 days of submittal of 90% bridging documents (see Section 1.5 for submittal requirements).

Design charette meeting dates shall be coordinated with the City.

f. Purpose of Design Charrettes

1. Validate the project scope and costs are accurate and in compliance with the intended needs of the City.
2. Confirm the City's needs and requirements.
3. Validate feasibility of schedule and its compliance with the needs of the City.
4. Establish design process controls: Biddability, Constructability, Operability and Environmental Review.
5. Validate building unit costs are in compliance with the

intended needs of the City.

6. Develop visual aesthetic that conforms to the intended overall look of the Torrey Pines Golf Course and The Lodge at Torrey Pines, considering specifications identified by the PGA TOUR Construction Services, Inc.
7. Develop Design-Build performance specifications, defining facility requirements and standards.
8. Validate the project scope and costs are accurate and in compliance with the intended needs of the City.
9. Obtain City approval of a schematic design developed from the design charrette.
10. Validate design and specification requirements to include:
 - Applicable City Ordinances pertaining to Stormwater Requirements.
 - Applicable City Ordinances pertaining to Public Art.
 - Applicable City Ordinances pertaining to Sustainability.
11. Review submissions at each stage.

1.3 CONTRACT ADMINISTRATION

The Design Professional shall perform Contract Administration activities and Management of its subconsultants including, but not limited to:

- 1.3.1** Preparation of invoices
- 1.3.2** Tracking of budget
- 1.3.3** Preparation of budget status reports
- 1.3.4** Management of contractual requirements, including insurance of the subconsultants for this Project

1.3.5 Development of invoicing to meet City requirements

1.3.6 Compilation of subs invoices

1.3.7 Preparation of monthly invoice to City.

1.4 DEVELOPMENT OF MASTER PLAN

1.4.1 General

City of San Diego has established a need for a Master Plan for Improvements to be made at the Torrey Pines Golf Course. This Master Plan and its components shall be used as a tool and guideline to provide ongoing projects for installations in support of the City's goals and requirements. Future design and programming teams will refer to this Master Plan as they prepare site-specific improvement projects for the Golf Course. Additionally, Design Professional shall perform a Risk Assessment and establish mitigation strategies to address unexpected challenges, allowing for design flexibility and future adaptability. By incorporating today's needs and mission requirements into a compelling vision with clear goals and measurable objectives, the Design Professional shall prepare a Master Plan that sustainably accommodates future change.

1.4.2 The Design professional shall evaluate, at minimum, the following components and include into the Master Plan:

- a. Improvements to existing facilities located on the golf course, such as Restrooms and Maintenance Facilities
- b. Construction of new facilities, as described in section 1.0, Project Description, such as the Clubhouse, Cart Barn, Maintenance Facility and Yard, halfway houses, additional restrooms, additional maintenance facilities, etc.

EXHIBIT A

- c. Utility Study (both wet and dry) to evaluate the needs of the Torrey Pines Golf Course Maintenance Facilities due to their Electrification Goals
- d. Technology infrastructure upgrades, including appropriate telecommunication and security for daily operations and tour events
- e. Signage and Way Finding, to include public right-of-way directional and informational signage, facility signage, course wayfinding, and course signage standardization
- f. Parking Lot Improvements and Expansion
- g. Establish the need for specific Condition Assessments
- h. ADA Improvements

1.4.3 The Master Plan document shall include the following sections:

- a. Executive Summary
- b. Property History/Background Information
- c. Existing Conditions
- d. Project Requirements
- e. Risk Assessment and Mitigation Strategies
- f. Opportunities and Constraints, such as Environmental Constraints, Easements, etc.
- g. Preliminary Concepts Renderings in 24" x 36" format
- h. Full Recommendations
 - 1. Site Improvements and Amenities
 - 2. Program and Partner Opportunities

3. Color rendered site plan of master plan
4. Overall Master Plan elements with clear descriptors
- i. Recommended construction Phasing Plan with Construction Estimates for each Phase
- j. Appendices with Supporting Documents, if needed

DELIVERABLES

- Design Charrette Meetings Agenda, followed by Minutes and Summary Reports
- 30% Master Plan Document Submittal
- 90% Master Plan Document Submittal
- Final Master Plan Document

1.5 DEVELOPMENT OF BRIDGING DOCUMENTS FOR PHASE 1 OF THE MASTER PLAN

1.5.1 General

City shall provide preliminary concepts and it shall be used as guidance for the Design Professional in developing the design; changes in the design are still required to incorporate site – specific constraints and considerations that become evident during detailed design.

The Design Professional shall provide the following Design Submittals:

- Environmental Studies and Resources Technical Reports
- Preliminary Bridging Documents
- Ninety Percent (90%) Bridging Documents
- Final Bridging Documents

All design submittals shall be in accordance with the City Standards and

any other applicable and accepted codes used in the City of San Diego.

The Design Professional shall include, as part of this scope of services, any activity related to the acquisition of information necessary for developing the design, for example: geotechnical investigations, utility coordination, and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.

1.5.2 Environmental Studies and Resources Technical Reports

The Design Professional shall submit and prepare all necessary environmental studies required for the design of Phase 1 of the Master Plan in order to satisfy the requirements of CEQA and the City of San Diego guidelines for preparing technical studies as requested by the City of San Diego Development Services Department to obtain a Site Development Permit in accordance with the City of San Diego Land Development Manual- Development Permit Submittal Requirements.

DELIVERABLES

Environmental Studies including but not limited to:

- An archaeological resources records search and report including Native American consultation.
- A paleontological resources records search and report.
- A Mitigated Negative Declaration (MND) will be required because the project will have mitigatable impacts to Archaeological Resources.
- Preparation of an Initial Study prepared in accordance with the State CEQA Guidelines.
- Geotechnical Investigation
- Topographic Survey

1.5.3 Preliminary Bridging Documents

The Design Professional shall submit Preliminary Bridging Documents and design technical memoranda for City review and approval.

DELIVERABLES

- Preliminary Bridging Documents, including:
 - Concept Renderings and Floor Plans
 - Draft Proposed Basic Facility Requirements
 - Draft Environmental Reports, as described in Section 1.5.2
 - Construction Estimate and Proposed Sequence of Work

1.5.4 Ninety Percent (90%) Bridging Documents

Design Professional shall advance the Preliminary Bridging Documents to 90 Percent Bridging Documents level. The 90 Percent Bridging Documents are essentially fully complete in plans, sections, and elevations as well as accompanying narrative of the basis of design for the project elements and all aspects are considered at 100 percent Bridging Documents except for minor design details, typographical and minor drafting mistakes. Design Professional shall incorporate agreed upon City comments from the Preliminary Bridging Documents submittal. The 90 Percent Bridging Documents are interpreted as essentially a Schematic Design set of plans, sections and elevations that enumerate the programmatic requirements of the Project and establish a basis of design for the quality and level of finishes expected to be executed by the Design-Build team. The City will make final comments of the 90 percent Bridging Documents submittal to be incorporated in the 100 Percent (Final) Schematic Design.

DELIVERABLES

- Draft 30% Level Design Package, including the following:

- Concept Rendering and Floor Plans
- Draft Basic Facility Requirements
- Pre-Design Construction Estimate and Schedule, with proposed sequence of work
- Environmental Reports, as described in Section 1.5.2
- CEQA Document: Mitigated Negative Declaration
- Draft Coastal Development Permit Package

1.5.5 Final Bridging Documents

Design is fully complete in all aspects and considered at 100 percent Bridging Documents. Design Professional shall incorporate City review comments from the 90 percent submittal. The Design Professional shall submit 7 copies of the final bridging documents for City's Final/100% Design cursory review. All Design Professional's in-house review comments and all City review comments are addressed and all disagreements and open issues are resolved prior to submittal of these documents to the City's Project Manager.

DELIVERABLES

- 30% Level Design Package, including the following:
 - Final Concept Rendering and Floor Plans – one set of reproducible drawings, one electronic media in CAD format in accordance with the CADD Guidelines, and one electronic media in PDF format.
 - Pre-Design Construction Estimate and Schedule, with proposed sequence of work
 - Final Basic Facility Requirements
- Final Relevant Environmental Reports, as described in Section 1.5.2
- Final CEQA Document: Mitigated Negative Declaration
- Complete Coastal Development Permit Package

1.6 PERMITS

It will be the Design Professional's responsibility to secure all permitting packages of the Project, including Coastal Development Permit (CDP) from California Coastal Commissions and other jurisdictional agencies for Phase I of the Master Plan (Bridging Documents).

1.7 APPLICABLE REQUIREMENTS

All design considerations and recommendations shall be in accordance with California Building Code and compliance, as well as City of San Diego Regulations and Guidelines, including—but not limited to—the following:

- Sustainability Council Policies
- Stormwater Requirements
- ADA Requirements
- Multi-Modal Transportation Guidelines
- SDGE Requirements

1.8 PUBLIC RELATIONS

Design Professional shall conduct and participate in community meetings. The meetings with the community will be scheduled via the City of San Diego Project Manager. Design Professional shall prepare City approved hand-outs and displays for the community presentations.

2.0 SUPPORT DURING BID/AWARD

The Design Professional shall provide technical support to the City during the bidding/award phase of the construction packages identified in Phase A – Design, Scope of Services for the Design/Bid/Construction of Clubhouse and Maintenance Facility.

The Design Professional shall respond to design-related technical questions from potential Design-Build bidders and suppliers on the Contract Documents. Questions and responses shall be routed through the City's Purchasing & Contracting Department – Public Works Division. Refer any questions directly from plan holders to the City's Purchasing & Contracting Department – Public Works Division. Prepare necessary addenda to contract documents.

At the direction of the City, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda.

3.0 SUPPORT DURING CONSTRUCTION

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

3.1 CONSTRUCTION MEETINGS

3.1.1 Pre-Construction Meeting

The Design Professional's Project Manager shall attend and Participate in the preconstruction conference including a project site visit.

3.1.2 Construction Progress Meetings

The Design Professional shall attend construction progress meetings. Review construction progress and assist Project Manager as requested.

3.2 CONTRACTOR SUBMITTALS REVIEW

The Design Professional shall review the Contractor's submittals for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use.

The Design Professional shall review and evaluate Requests for Substitution of equal submissions on shop drawings. The Design Professional shall provide a written approval or disapproval for a substitution request in collaboration with the City. The Design Professional shall review the Contractor's submittal.

3.3 REQUESTS FOR INFORMATION /CLARIFICATION

The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the City, review the request and the appropriate

EXHIBIT A

sections/drawings of the technical documents and prepare written response to the City. The Design Professional shall provide technical support to Project Manager in the issuance of design clarifications or changes.

The City shall rely on the Design Professional's expertise for, but not limited to, preparation and finalization of environmental study, plans, performance specifications, and permit applications for the project. Coordination will be required with other City Departments, agencies, community planning groups, and facility owners during the development of the Bridging Documents and Master Plan.

END OF SCOPE OF SERVICES

Torrey Pines Site Plan

Minimum Space Requirements

Appendix I

ID	DEPARTMENT	COMMENTS
C	Clubhouse	
	Basement Cart Barn	Charging stations for 150+ carts
	Ground level/Floor 1 Snack Bar Restrooms Golf Shop Locker Room Offices - TPCC Offices - City Golf Operations	Grab and go for golfers Service 8 men and 8 women Occupancy for 100 Split for Men and Women, with retractable wall Employees - 8 Employees - 5
	Upper level/Floor 2 Offices - City Golf Administration Conference Room Reception Area / Clerical Assistant Desk Employee Lunch/Breakroom	Employees - 11 Table for 20 + chairs + smart room w/tv/computer Desk + Book Shelf + Seating area for 8 + Storage Table + 12 chairs + fridge + microwave + toater oven
CS	Comfort Stations	
	North Course 1	Hole 2-5-8; Restrooms + Storage
	North Course 2	Hole 15; Restrooms + Storage
	South Course 1	Hole 2-5; Restrooms + Storage
	South Course 2	Hole 9-10-15; Restrooms, Snack Bar, Employee Break Room
DR	Driving Range	
	Hitting Stalls	For 30 on the south end; 20 on the north end
	Chipping Green w/bunker	10K sqft
	Lesson Space	Space for 4 teachers
	Ball Machine/Washer	900 sqft
M	Maintenance	
	Ground Floor - Maintenance Garage Garage Equipment Storage	15K sqft
	Second Floor - Office/Break Spaces Offices Conference Room Breakroom w/ Kitchen Computer Lab Locker Rooms Dorm Room	20 People 45 Employees 10 Stations 45 Employees 3 Total - Sleeps 8
PAR	Parking	
	Main Parking Lot	Maximize Space
	Caddie Parking	Find Space for 150 cars near north end of driving range
	Maintenance Parking	Space for 50 cars
PUT	Putting Greens	
	North	10K sqft located near first tee of North
	South	10K sqft located near first tee of South
TSB	Tournament Support Building	
	Ground Floor - Maintenance Garage Flexible Space	10K sqft
	Second Floor - Office/Break Spaces	
	Offices Conference Room Breakroom w/ Kitchen	Employees - 10 30 People 45 Employees

Torrey Pines Clubhouse

Minimum Space Requirements

Appendix I

Torrey Pines Clubhouse

ID	DEPARTMENT	PROGRAM CRITERIA	COMMENTS
C	Clubhouse	Type	PO = Private Office; SO = Shared Office; PB = Public Space; PS = Private Space; S = Support;
	Basement - Leased Space (TPCC)		
C1	Cart Barn	PS	Charging stations for 150 carts
C2	Club Storage	PS	Storage for 100 sets of clubs
C3	Mechanic's Area	PS	Workbench, lift, tool storage
C4	Breakroom	PS	Fridge + microwave + sink + table + seating for 4
C5	Restroom	PS	2 restrooms + sink + trash
	Ground level/Floor 1		
	The Lodge at Torrey Pines - Lessee		
C5	Snack Bar Counter / Service Area	PB	Grab and go, sandwich, burgers, wraps, beers
C6	Managers Office	PO	
C7	Coolers	S	
C8	Prep area	S	
C9	Storage	S	
C10	Dish Sinks / Backroom	S	
C11	Outdoor Seating	PB	
C12	Restrooms - Men	PB	8 Men
C13	Restrooms - Women	PB	4 Women
	Torrey Pines Club Corporation - Lessee		
C14	Golf Shop	PB	Occupancy for 100
C15	Storage	S	Storage racks + folding tables/counter
C16	Locker Room	PB	Split for Men and Women, with retractable wall
C17	Elevator	PS	8 passenger
	TPCC Offices		
C18	CEO	PO	Desk + Book Shelf + Seating for 4 + Storage
C19	Head Professional	PO	Desk + Book Shelf + Seating for 2 + Storage
C20	Golf Shop Manager	PO	Desk + Book Shelf + Seating for 2 + Storage
C21	Merchandise	PO	Desk + Book Shelf + Seating for 2 + Storage
C22	Accountant	PO	Desk + Book Shelf + Seating for 1 + Storage
C23	IT	PO	Desk + Book Shelf + Seating for 1 + Storage
C24	Tournament Operations Manager	PO	Desk + Seating for 2 + Storage
C25	Outside Service Supervisor	SO	Desk + Seating for 2 + Storage
C26	Spare Office	PO	Desk
	City Golf Operations - Offices		
C27	Golf Supervisor (Shared - 2)	SO	Desk + Book Shelf + Seating for 2 + Storage
C28	Tournament Office	PO	Desk + Book Shelf + Seating for 2 + Storage
C29	Golf Operations Asst. / Phones (Shared - 2)	SO	Desk
	Total NSF Floor 1		
	Upper level/Floor 2		
	City Administration - Offices		
C30	Deputy Director	PO	Desk + Book Shelf + Seating for 4 + Storage
C31	Assistant Deputy Director	PO	Desk + Book Shelf + Seating for 4 + Storage
C32	Supervising Management Analyst	PO	Desk + Book Shelf + Seating for 2 + Storage
C33	Senior Management Analyst	PO	Desk + Book Shelf + Seating for 1 + Storage
C34	Golf Course Manager	PO	Desk + Book Shelf + Seating for 2 + Storage
C35	Golf Course Manager	PO	Desk + Book Shelf + Seating for 2 + Storage
C36	Account Clerk (Shared - 2)	SO	Desk + Book Shelf + Storage
C37	Admin Aid II	PO	Desk + Book Shelf + Storage
C38	Payroll Specialist	PO	Desk + Book Shelf + Storage + Filing
C39	Spare Office	PO	Desk

Torrey Pines Clubhouse

Minimum Space Requirements

Appendix I

	Other Space - Needs		
C40	Conference Room (20 people)	PS	Table for 20 + chairs + smart room w/tv/computer
C41	Reception Area / Clerical Assistant Desk	PB	Desk + Book Shelf + Seating area for 8 + Storage
C42	Employee Lunch/Breakroom	PS	Table + 12 chairs + fridge + microwave + toater oven
C43	Storage Room	S	Storage shelving unit
C44	Records Room	S	File cabinets
C45	Data Equipment Room	S	Data/internet equipment
C46	Copy/Office Supply Room	S	Copier and storage for office supplies
C47	Employee Restroom 1	S	4 stalls + 2 sinks + trash
C48	Employee Restroom 2	S	4 stalls + 2 sinks + trash
C49	Maintenance Closet	S	
C50	Patio 1	PS	Seating for 8
C51	Patio 2	PS	Seating for 8
C52	Patio 3	PS	Seating for 8
C53	Patio 4	PS	Seating for 8
C55	Elevator	PS	Same elevator as above - 8 passenger

Torrey Pines Maintenance Facility Minimum Space Requirements

Appendix I

Agronomy Building Dimensions

ID	DEPARTMENT	PROGRAM CRITERIA	COMMENTS
M	Maintenance	Type	PO = Private Office; SO = Shared Office; PB = Public Space; PS = Private Space; S = Support; NSF = Net Square Footage
	Ground Floor - Maintenance Garage		
M1	Garage	S	Storage for 150 pieces of equipment
M2	Equipment Storage	S	Spare part storage, secured storage for power and hand tools
M3	Mechanics Lifts	S	2 lifts, with work benches, monitors, and computer stations
M4	Grinding Room	S	4 grinders
M5	Chemical Storage	S	Locked, separate entrance - Drop in floor, shelving, palates
M6	Covered Mixing station	S	2 spray rigs, emergency shower and eye wash
M7	Electrical/Utility Room	S	
M8	Wash pad	S	aleast same as current wash pad, 6 compresed air hoses with 6 water hoses
M9	New Fuel Tank	S	Need a 500 gallon gass and a 500 gallon dielse
M10	Parking for 50	S	
M11	Hazardous Waste Containment Area	S	
M12	Equipment Technicians (Shared - 2)	SO	
	Total Square Footage		
	Second Floor - Office/Break Spaces		
M13	Senior Superintendent	PO	Desk + Book Shelf + Seating for 4 + Storage
M14	Superintendent	PO	Desk + Book Shelf + Seating for 2 + Storage
M15	Assistant Superintendents (Shared - 4)	SO	Shared office
M16	Pesticide Applicators (Shared - 3)	SO	Shared office
M17	Irrigation Specialists (Shared - 2)	SO	Shared office
	Other Space - Needs		
M18	Conference Room (20 people)	PS	Smart technology room
M19	Breakroom w/ Kitchen (50 employees)	PS	5 microwaves, 3 toaster ovens, 2 refridgerators, stove, oven, sinks, coffee maker, filtered water
M20	Computer Lab (10 stations)	PS	
M21	Locker Rooms	PS	Restrooms (4 Men and 4 Women) 40 lockers for men, 10 for women, showers in both
M22	Mud Room - Washer/Dryer	PS	hose bib, floor drain, hooks for rain gear, 50 cubbies
M23	Data Equipment Room	PS	
M24	Dorm Room 1 - Sleeps 3	PS	
M25	Dorm Room 2 - Sleeps 3	PS	
M26	Dorm Room 3 - Sleeps 2	PS	

COMPENSATION AND FEE SCHEDULE

**TO BE DETERMINED IN NEGOTIATIONS
WITH SELECTED FIRM**

TIME SCHEDULE

**TO BE DETERMINED IN NEGOTIATIONS
WITH SELECTED FIRM**

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.

- II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. **Disclosure of Discrimination Complaints (Attachment AA).** As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. **Contract Language.** The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, 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. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth in San Diego Municipal Code Division 36.

- A. SLBE and ELBE Participation for Contracts Valued Over \$500,000.
 - 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the RFP or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>.

- a) Failure to meet the mandatory goal or GFE submittal requirements shall render Proposal to be rejected as non-responsive and ineligible for further consideration.

3. The current list of certified SLBE-ELBE firms can be found here:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

B. Subcontractor Participation.

1. For the purpose of satisfying subcontracting participation requirements, only **1st** tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- D. List of Work Made Available. The Proposer shall take the steps listed in the Good Faith Effort (GFE) submittal requirements to assure that SLBE-ELBEs are used whenever possible. In addition to the specified GFE documentation, the Proposer shall submit List of Work Made Available (Attachment DD Form AA60).

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor. Evidence of fraud or discrimination in the substitution of Subcontractors will

result in sanctions including assessment of penalty fines, termination of Contract, or debarment.

- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's consultant procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

VII. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially

useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Good Faith Efforts (GFE): documentation of the Proposer's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

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

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VIII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE, WBE or MBE.

Current certification by the California Unified Certification Program as DBE, WBE or MBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

IX. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Work Made Available Form AA60**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☐ The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Design Professional Name _____

Certified By _____ Title _____

Name

Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20.____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other
Community and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education
School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks

Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

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

Crafts

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

Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**

List of Abbreviations:

Small Local Business Enterprise
Emerging Local Business Enterprise
 Certified Minority Business Enterprise
 Certified Woman Business Enterprise
 Certified Disadvantaged Business Enterprise
 Certified Disabled Veteran Business Enterprise
 Other Business Enterprise

SLBE
ELBE
 MBE*
 WBE*
 DBE*
 DVBE*
 OBE*

** Listed for informational purposes only.*

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

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

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

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

2 California Code of Regulations defines a “consultant” as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision.

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

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

5. Consultant Duties for Project: _____

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

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

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

- or -

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

By: _____
[Name/Title]*

[Date]

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

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

The purpose of this form is to evaluate the consultant's performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

Section I

PROJECT INFORMATION

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name, address, phone & email of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager:
1c. Contract Amount: \$ WBS/IO:	Phone: () Email:
3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division): Deputy Director:	3b. Project Manager (name, address, phone & email address): Phone: () Email:

Section II

SPECIFIC RATINGS

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:				
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II

SPECIFIC RATINGS Continued

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN- SATISFACTORY	N/A
4. Ability to manage responsibilities in the regulatory/approval process as noted:				
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Quality of Construction/Design Support as noted:				
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes ☐ No ☐)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____	_____		
Name	Signature	Date	
5b. Deputy Director _____	_____		
Name	Signature	Date	
5c. Provided to Consultant _____	_____		
Name of Recipient	Signature	Date Provided	
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Contractor Standards Pledge of Compliance (Pledge of Compliance) signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment "A" to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE:

B. BIDDER PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

☐ **Corporation**

Date incorporated: / / State of incorporation: _____

List corporation's current officers:

President:

Vice Pres.:

Secretary:

Treasurer:

Is your firm a publicly traded corporation? ☐ **Yes** ☐ **No**

If **Yes**, name those who own ten percent (10%) or more of the corporation's stocks:

☐ **Limited Liability Company**

Date formed: / / State of formation: _____

List names of members who own ten percent (10%) or more of the company:

☐ **Partnership**

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

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

☐ **Joint Venture** Date formed: ____/____/____

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

Note: To be responsive, each member of a Joint Venture must complete a separate Pledge of Compliance.**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes** ☐ **No**If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

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

☐ **Yes** ☐ **No**If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

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

☐ Yes ☐ No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

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

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☐ No

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

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

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

☐ Yes ☐ No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☐ No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☐ No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☐ No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☐ No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☐ No

If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name:

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name:

Contact Name and Phone Number:

Contact Email:

Address:

Contract Date:

Contract Amount:

Requirements of Contract:

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

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

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

☐ **Yes** ☐ **No**

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

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here ☐ Not Applicable.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes** ☐ **No** ☐

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please check here ☐ Not Applicable.

L. TYPE OF SUBMISSION: This document is submitted as:

☐ Pledge of Compliance Initial submission.

OR

☐ Update to prior Pledge of Compliance dated ____/____/____

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

If not using this Attachment "A", please check here ☐ Not Applicable.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title

Signature

Date