

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICK ENGINEERING COMPANY**

FOR

**DESIGN OF KENSINGTON NORTH STORM DRAIN
REPLACEMENT**

(FEDERAL VERSION)

CONTRACT NUMBER: H2326239

**THIS IS A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)
FEDERALLY FUNDED PROJECT UTILIZING FUNDS FROM THE WATER
INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM**

TABLE OF CONTENTS

ARTICLE I DESIGN PROFESSIONAL SERVICES

1.1	Scope of Services.....	1
1.2	Contract Administrator.....	1
1.3	City Modification of Scope of Services.....	1
1.4	Written Authorization.....	2
1.5	Confidentiality of Services.....	2
1.6	Competitive Bidding.....	2

ARTICLE II DURATION OF AGREEMENT

2.1	Term of Agreement	2
2.2	Time of Essence	3
2.3	Notification of Delay	3
2.4	Delay	3
2.5	City's Right to Suspend for Convenience.....	3
2.6	City's Right to Terminate for Convenience	3
2.7	City's Right to Terminate for Default	4

ARTICLE III COMPENSATION

3.1	Amount of Compensation.....	4
3.2	Additional Services	4
3.3	Manner of Payment	4
3.4	Additional Costs.....	5
3.5	Eighty Percent Notification	5

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	5
4.2	Right to Audit.	5
4.3	Insurance.....	6
4.4	Subcontractors.....	10
4.5	Contract Records and Reports.	11
4.6	Non-Discrimination Requirements.....	11
4.7	Drug-Free Workplace.....	12
4.8	Title 24/Americans with Disabilities Act Requirements	12
4.9	Product Endorsement	13
4.10	Conflict of Interest	13

4.11	Mandatory Assistance	14
4.12	Compensation for Mandatory Assistance	14
4.13	Attorney Fees related to Mandatory Assistance.....	14
4.14	Energy Conservation Specifications	14
4.15	Notification of Increased Construction Cost.....	15
4.16	Sustainable Building Policy	15
4.17	Design-Build Competition Eligibility	15
4.18	Storm Water Management Discharge Control	15
4.19	ADA Certification	16
4.20	Prevailing Wage Rates	16

ARTICLE V FEDERAL REQUIREMENTS

5.1	.....	20
5.2	.....	20
5.3	.....	20
5.4	.....	20
5.5	.....	20
5.6	.....	20
5.7	.....	20
5.8	.....	21
5.9	.....	21
5.10	.....	21
5.11	.....	22
5.12	.....	22
5.13	.....	22

ARTICLE VI INDEMNIFICATION

6.1	Indemnification	21
6.2	Design Professional Services Indemnification and Defense.	21
6.3	Insurance.....	22
6.4	Enforcement Costs	22

ARTICLE VII MEDIATION

7.1	Mandatory Non-binding Mediation	22
7.2	Mandatory Mediation Costs	22
7.3	Selection of Mediator	22
7.4	Conduct of Mediation Sessions	23

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1	Work For Hire	23
8.2.	Rights in Data.....	23
8.3	Intellectual Property Rights Assignment	23
8.4	Moral Rights.....	24
8.5	Subcontracting.....	24
8.6	Publication Design.....	24
8.7	Intellectual Property Warranty and Indemnification.....	24
8.8	Enforcement Costs	25

ARTICLE IX MISCELLANEOUS

9.1	Notices	25
9.2	Headings.....	25
9.3	Non-Assignment	25
9.4	Independent Contractors	25
9.5	Design Professional and Subcontractor Principals for Professional Services	25
9.6	Additional Design Professionals or Contractors.....	26
9.7	Employment of City Staff	26
9.8	Covenants and Conditions	26
9.9	Compliance with Controlling Law	26
9.10	Jurisdiction.....	26
9.11	Successors in Interest	26
9.12	Integration	26
9.13	Counterparts	26
9.14	No Waiver	26
9.15	Severability.....	27
9.16	Municipal Powers	27
9.17	Drafting Ambiguities.....	27
9.18	Conflicts Between Terms	27
9.19	Design Professional Evaluation	27
9.20	Exhibits Incorporated	27
9.21	Survival of Obligations	27
9.22	Contractor Standards	27
9.23	Equal Benefits Ordinance.....	27
9.24	Public Records.....	27
9.25	Equal Pay Ordinance	28
9.26	United States Environmental Protection Agency Fund Requirements	29

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) List of Services Made Available (Form AA61)
 - (EE) Summary of Subconsultant Proposals Received (Form AA62)
 - (FF) Good Faith Effort List of Subcontractors Solicited (Form AA63)
 - (GG) SWRCB Form 4500-2: DBE Subcontractor Participation Form
 - (HH) SWCRB Form 4500-3: DBE Subcontractor Performance Form
 - (II) SWCRB Form 4500-4: DBE Subcontractor Utilization Form
 - (JJ) Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - California Labor Code Sections 1720 and 1771
- Exhibit I - United States Environmental Protection Agency Fund Requirements

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant
3. Appendix A to 40 CFR Part 34 – Certification Regarding Lobbying
4. Appendix B to 40 CFR Part 34 – Disclosure of Lobbying Activities

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICK ENGINEERING COMPANY
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Rick Engineering Company, a California corporation [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of the Kensington North Storm Drain Replacement (H2326239) [Project].

RECITALS

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

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

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

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

1.2 Contract Administrator. The Engineering & Capital Projects Department (ECP) is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the ECP. 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 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 for no more than sixty (60) months, whichever is the earliest but not to exceed five years unless approved by City ordinance. Any extension beyond sixty (60) months will require City Council approval via 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 thirty (30) calendar days 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 actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,195,070. The compensation for the Scope of Services shall not exceed \$2,095,070, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$100,000.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B), and if the United States Environmental Protection Agency's (USEPA) approval is required as a condition of the funding agreement entered into by the City under the **Water Infrastructure Finance and Innovation Act (WIFIA)**, then approval of the proposed Additional Services must be obtained in writing from the (USEPA) prior to the Design Professional beginning the Additional Services. The City will pay the Design Professional for actual costs incurred 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.

4.3.1.6 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.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Aircraft 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.

4.3.4.4 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 works 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 FEDERAL REQUIREMENTS

5.1 This Project is funded by USEPA. All Project work and Agreements will be subject to the review and approval of the USEPA.

5.2 The Design Professional and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, USEPA, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31. Said regulations are also applicable to Subcontracts in excess of \$25,000.00.

5.4 The Design Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Design Professional, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Design Professional shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 (see Exhibit H).

5.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Design Professional except as otherwise provided for in the Agreement.

5.7 The Design Professional shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or

in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the Agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

5.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

5.9 The City will perform a cost analysis of its Agreement with the Design Professional when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

5.10 The City and the Design Professional must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Design Professional's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or

(ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

5.11 The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation.

5.13 The Design Professional agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such 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. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its 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: Engineering & Capital Projects, c/o William Meredith, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Rick Engineering Company, Nick Dorner, 5620 Friars Road, San Diego, CA 92110, NDorner@rickengineering.com.

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: Brendan Hastie, Olivia Lincoln, Shavger Rekani, Teresa Wilkinson, Brian Stephenson.[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.

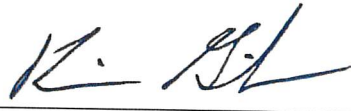
9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO 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.

9.26 United States Environmental Protection Agency Fund Requirements. The City anticipates receiving financial assistance from the Federal Government and the State of California for this Project. The requirements in Exhibit I [United States Environmental Protection Agency Funds Requirements] are conditions of the receipt of financing from the United States Environmental Protection Agency under the Water Infrastructure Finance and Innovation Act program. The firm contracting with the City (Design Professional) shall comply with all of the requirements as listed in Exhibit I.

The remainder of this page has been intentionally left blank.

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

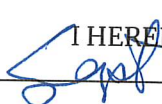
I HEREBY CERTIFY I can legally bind Rick Engineering Company, and that I have read all of this Agreement, this 7th day of September, 2025.

By 
Kevin Gibson
Principal

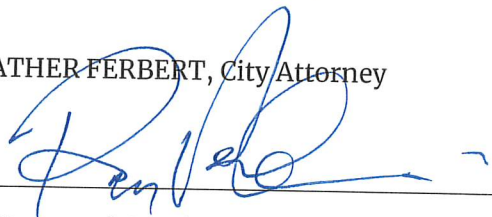
Dated this 16th day of September, 2025.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Berric Doringo
Deputy Director
Purchasing and Contracting

 I HEREBY APPROVE the form of the foregoing Agreement this 16 day of Sept, 2025

HEATHER FERBERT, City Attorney

By 
Raymond C. Palmucci
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

PROJECT DESCRIPTION

The Kensington North Storm Drain Replacement Project (Project) (Contract Number H2326239) is located within the City of San Diego (City) within the community of Kensington (Council District 9). The Project includes the replacement, addition, rehabilitation, and abandonment of approximately 2,550 linear feet of corrugated metal pipe (CMP) storm drain ranging in size from 12-inches to 36-inches for fifteen (15) drainage systems. Existing drainage systems that are underneath residences will be abandoned and relocated and existing storm drains that outfall at the top of slopes will be extended to the toe of slope to minimize the potential for erosion. Both open-trench and trenchless methods of construction are anticipated for this Project. All associated surface improvements (pavement, sidewalks, driveways, curb ramps, etc.) will also be upgraded with this Project that are directly impacted by the storm drain improvements.

Coordination with stakeholders including Kensington Park Villas Community Association, various businesses and residences within the surrounding area, and community groups will be required. Approvals will also be required from the regulatory agencies, potentially including the Army Corp of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and US Fish and Wildlife Services, depending on the extent of impacts within jurisdictional or open space areas.

1. PROJECT MANAGEMENT/COORDINATION

A. Meetings

Design Professional will attend up to 59 meetings and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project Team action items are addressed. All meetings will be attended by the Project Manager and up to two (2) additional team members. Meetings will also be attended by various subconsultants on an as-needed basis. It is assumed that each meeting will last up to one (1) hour with one (1) additional hour allocated for the Project Manager to prepare the agendas and minutes. The following are the type of meetings that are anticipated for the Project:

- Project Kickoff Meeting (1)
- Monthly Progress Meetings (24)
- Submittal Meetings (5)
- City Stormwater Department Operations and Maintenance Meetings (5)
- City Parks and Recreation Meetings (3)
- City ADA Meetings (2)
- City QA/QC Section Meetings (2)
- City Survey Section Meetings (2)
- Comment Resolution Meetings (3)
- Internal Project Team Meetings (12)
- Environmental Agency Meetings (meetings covered under the Environmental Task)

Deliverables:

- Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format

B. Project Management/Coordination

Design Professional will provide overall management of the administration of this contract through the Project's Design Phase. It is assumed that the Project Manager (Engineer of Record) will spend on average one half hour per week, with the Project Engineer spending on average one and a half hours per week on Project coordination and Project oversight related items. For scoping purposes, it is assumed the Project design duration will be 30 months. Tasks include:

- Project Schedule and Budget Control – Design Professional will prepare, monitor, and maintain the Project schedule, which includes Project tasks, task interrelationships, milestones, and intermediate and final Project deliverables. The Project Manager will provide updates at each monthly progress meeting. The Project Manager will also prepare a monthly progress report (to be attached to the monthly invoice) that will include: percentage of individual task completion compared to the amount billed; budget information; problems encountered; out-of-scope authorizations; status of team action items; work completed during reopening month and work expected to be completed the following month.
- Project Invoicing – The Project Manager will review and approve invoices per City requirements that include breakdown by task; list of staff hours and rates for each service task charged; indirect cost descriptions; and subconsultant charges. This task also includes the compilation and management of subconsultant contracts and invoices.
- Project Documentation – Design Professional will maintain a Project Sharefile site (Microsoft OneDrive) to archive and share Project related documents and correspondence.

C. Quality Assurance and Quality Control Oversight

Design Professional will incorporate QA/QC procedures into the review of all construction documents at each milestone of the Project. It is assumed that the Quality Assurance and Quality Control Manager will spend a total of forty (40) hours on QA/QC oversight to ensure that QA/QC procedures are adhered to.

2. FIELD INVESTIGATIONS AND TECHNICAL REPORTS

A. Site Visits

Design Professional shall perform site walks to identify existing site conditions and catalog utility appurtenances and above ground features within the extent of the Project. Design Professional shall take pictures during site visits and have them readily available to share upon request from the City. (Assumes a total of 5 site visits with a minimum of two (2) staff members on site at a time). The Trenchless Design Professional (not local) will attend one meeting in-person in San Diego to assess the potential trenchless work areas and constraints.

Design Professional will perform an assessment of landscape elements within residential areas. Landscape elements identified in the residential areas will include low walls less than 3 feet, paving areas, planting, and irrigation to be replaced in kind. Additionally, landscape assessment within residential areas will include identification of existing shrubs and trees as well as the sizes of the existing trees.

B. Supplemental Field Surveying and Mapping

Design Professional will survey additional sites that were not provided by the City, and complete mapping of any right of way, parcels, and easements that are within the Project limits. This survey includes locating all existing monuments within or near sites for monument preservation. The topographic portion of this survey includes locating street cross sections, driveways, and all visible utilities. Once the fieldwork is complete the files will be processed and delivered in AutoCAD Civil 3D format.

C. Base Map Preparation

Design Professional will obtain and review available as-built documents and available OpenRoads files to develop a base map of the existing conditions in the City of San Diego's CADD Standards. The base map will be prepared in AutoCAD Civil 3D and any files provided by the City will be converted from OpenRoads to AutoCAD Civil 3D. The following are the pertinent documents that will be obtained for review and compilation of the base map.

- City As-builts
- Other As-Builts (Private Residences if available, Kensington Villas HOA if available)
- SDG&E (gas and electric), Telephone, Fiber Optic, and Cable Television As-builts
- Mapping and Survey Data (provided by the City)
- Available electronic files (provided by the City)

Dry Utilities

Design Professional will perform the as-built research for the dry utilities and will prepare a dry utility as-built AutoCAD Civil 3D file containing the horizontal location of these utilities. Because dry-utility as-builts are typically schematic in nature, the Design Professional will also perform a field walk to verify the location based on visible surface features, including pedestals, valve covers, pull boxes, trenches, etc.

Wet Utilities

Design Professional will research City of San Diego record drawings to obtain the existing sewer, water, and storm drain as-built horizontal information throughout the Project. The Design Professional will then enter the horizontal location of these utilities into an as-built AutoCAD Civil 3D file which will include the size and material of the pipe and as well as show appurtenances and services.

Base Map Preparation

Design Professional will review the dry and wet utility as-builts and will perform a field walk to confirm the accuracy and completeness of the AutoCAD Civil 3D base files. Design Professional will also verify the visible surface features shown in the AutoCAD Civil 3D file, including signal poles, streetlights, signs, sidewalks, curb ramps, and railroad tracks. Design Professional will then compile the AutoCAD Civil 3D utility base files with the City's Survey OpenRoads file (converted to AutoCAD Civil 3D) and additional supplemental field survey information obtained by the Design Professional into an overall AutoCAD Civil 3D base file for the Project and will incorporate known vertical elevation information at potential utility crossings.

Deliverables:

- AutoCAD Civil 3D Base File in available City Standards. Units will be in US Survey Feet or unitless. The file is accompanied with a .xml file that has horizontal and vertical alignments.

D. Utility Potholing

Design Professional will conduct site verification of utilities and identify those that require potholing as part of the 30% Design Submittal. It is assumed that there are a total of 20 potholes with 14 potholes being within City right of way and 6 potholes being within the private neighborhood of Kensington Villas. The location and depth of the potholes will be determined by the Design Professional and reviewed by the City. The Design Professional shall obtain all necessary encroachment permits for subsurface investigations. A full written report will be provided; detailing size, material, depth, location, and orientation of exposed utilities. The Design Professional will notify 811 (Dig Alert), delineate USA boxes and mark the pothole layout. The Design Professional will perform potholing of the existing utilities by vacuum excavation. Design Professional proposes to perform the potholing excavation work over approximately seven (7) days, followed by a return mobilization of three (3) days for hot patch grind-and overlay surface repair work for the potholing work with the City of San Diego right of way. The Design Professional will backfill potholes and maintain resurfacing of asphalt or concrete in accordance with City standards. The potholes performed in the private neighborhood will be repaired with Aquaphalt during the potholing process and will not require a return mobilization. The handling and disposal of hazardous materials is excluded. **Throughout this scope of services, any transport of hazardous materials shall be performed by the City of San Diego's Environmental Services Department.** Services to be provided through design phase only. Additional work required as part of the potholing includes the following:

- Design Professional will perform the Underground Service Alert (USA) call-ins, pothole and trench layouts based on plan and field mark out, coordinate with all entities in the field which may include: Engineering staff, USA mark out personnel, inspectors, utility standbys, and any other personnel involved with the performance of the work.
- Design Professional will prepare, process, obtain the permit, and implement traffic control plans for the purpose of completing potholing services along the Project corridor and will obtain the required permits.
- Design Professional will perform all physical tasks in the field for pavement saw

cutting and removal, excavation by vacuum and higher-pressure water.

- Design Professional will provide and deploy all traffic control equipment necessary to complete the work. Some signage and message boards may be placed per plan for extended periods of time while the bulk of devices will be placed and picked up only during work hours. Roadways may be plated in the City and where else permitted by the appropriate agency allowing more time for investigation and cure time for slurry.
- Work that is performed within the private neighborhood is anticipated to require flagging due to the roadways being narrow.
- All work will be carefully documented and compiled in the office daily. Changes or conditions noted by the field or the client will be discussed and annotated in writing. All of this information will be compiled in a detailed report to be submitted at the end of field work.
- Permit Processing including Traffic Control Plans (11" x 17")

Upon completion of the utility potholing, the Design Professional will locate the actual pothole locations (reference marks) using field surveying and record the type of facility, pipe size, material, and direction with an exhibit and a picture at each pothole. The field surveying will be processed and delivered in AutoCAD Civil 3D and it is assumed that a total of 20 pothole markouts will be field surveyed.

Assumptions:

- Inspection and permit fees are not expected since this is a City of San Diego CIP Project. Any permit and inspection fees will be charged back at cost.
- An IB-560 process will not be required for pothole operations as they will be completed only in the streets.
- It is assumed that resurfacing for the potholing work within streets with active moratoriums is excluded.

Deliverables:

- Pothole Report (electronic copy)
- Exhibit documenting locations of potholes (PDF format)
- Topographic CADD Base File of survey shots (potholing) in City CADD Standards (AutoCAD Civil 3D); Point file in CSV format. Units will be in US Survey Feet or unitless.

E. Geotechnical Investigation

i. Information Review, Planning, Permitting, Utility Clearance, and Preparation of Traffic Control Plans

This task includes the performance of several subtasks/services in preparation of the field exploration program, as follows:

- Review of published geologic literature and maps and geotechnical reports (if available) pertaining to the design and construction of existing facilities in the vicinity of the Project study area.
- Perform a field reconnaissance to select suitable locations for the

- exploratory soil borings and test pits.
- Prepare a map showing the approximate proposed boring and test pit locations for approval by the City.
- Coordinate utility clearance of the proposed boring and test pit locations through Underground Service Alert (USA).
- Prepare traffic control plans for borings that are located within traveled public right-of-way.
- Obtain encroachment and traffic control permits from the City of San Diego.
- Prepare submittal for City's IB-560 review process within the undeveloped areas only, which includes boring and test pit locations and dimensions, proposed equipment, access routes, photo logs, and pertinent biological, archaeological, and paleontological sensitive areas.
- Obtain soil boring permits from the County of San Diego Department of Environmental Health Services (DEHS), if required.

Assumptions:

- Geotechnical Design Professional assumes that borings that are located within the streets will be permitted through the City of San Diego and will not require permitting fees.
- Assumes that Engineering and Capital Projects Department will be responsible for submitting the overall IB-560 package to Development Services Department.
- Assumes that no other regulatory agency permits will be required to perform the subsurface field exploration for the subject Project.

ii. Field Exploration Program

Twelve (12) borings and manually excavated test pits will be conducted to evaluate the subsurface conditions along the Project alignment.

The borings will be advanced using a truck-mounted drill rig to a depth of approximately 5 feet below the proposed pipeline invert elevation to the assumed maximum depth of exploration of 20 feet below the existing ground surface. Three of the borings, will be advanced to a depth of 40 feet below ground surface where trenchless excavation is anticipated. The test pits will be excavated using manual labor and will be extended to a maximum depth of 8 feet below the existing ground surface (bgs).

The soil materials encountered in the borings will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using a MiniRAE 3000 gas monitor. In addition, loose bulk samples will also be collected from the borehole.

The test pits in the canyons and open space areas will be excavated using manual labor. All the equipment will be carried on foot to the proposed test pit locations. The field exploration will be performed under the direction of an experienced field geologist from the Design Professional's firm. The soil types encountered in the test pit will be visually classified in general accordance with the Unified Soil Classification System. Relatively undisturbed chunk and loose bulk samples of the soil types encountered in the test pits will be collected for laboratory testing and analysis.

Upon completion of the field exploration activities, the borings will be backfilled with concrete grout. Borings that are located in the paved public right-of-way will be repaired in accordance with the City of San Diego Standard Drawings for Public Work Construction SDG 123. The work areas will be cleaned and any excess soil and/or fluid will be removed for offsite disposal. **Throughout this scope of services, any transport of hazardous materials shall be performed by the City of San Diego's Environmental Services Department.**

iii. **Laboratory Testing**

The soil samples obtained during the Design Professional's field investigation will be tested in the laboratory to determine certain physical and chemical properties and engineering characteristics. The testing will be performed in general conformance with the applicable procedures of the American Society for Testing and Materials (ASTM) and/or other public agency, and is anticipated to include: in-place dry density and moisture content; compaction; sieve and hydrometer analyses; direct shear; Expansion Index; R-value; and analytical testing to determine soil pH, conductivity, chloride and sulfate concentrations.

iv. **Geotechnical Analysis and Report Preparation**

The Geotechnical Design Professional will analyze the field and laboratory test data, and prepare a written Draft Report to present a summary of the Design Professional's findings, including the final field and laboratory test results, along with the Design Professional's opinions and recommendations. The report will address the following geotechnical issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil/rock excavation characteristics;
- Allowable soil bearing capacity, and lateral earth and hydrostatic pressures;
- Modulus of subgrade reaction;
- Soil settlement/ heaving characteristics;
- Pavement design recommendations;
- Soil corrosivity characteristics;
- Global slope stability evaluation;
- Outfall structure design and construction recommendations;

- Groundwater conditions and dewatering recommendations, if required, based on the groundwater level encountered in the borings at the time of drilling and a review of existing information available on the Geotracker database;
- General construction-related considerations, including earthwork guidelines, backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Following receipt of review comments on the Draft Report, the Geotechnical Design Professional will prepare and submit a Final Report that will incorporate responses to all review comments that were received.

Deliverables:

- Draft Geotechnical Report (PDF format)
- Final Geotechnical Report (PDF format)

3. **ALTERNATIVES ANALYSIS**

A. Basis of Design Report

Design Professional will compile and summarize the design criteria that will be used for different Project elements and will reference design criteria from the City's Drainage Design Manual (2017 Edition). The Basis of Design Report will discuss the structural elements of this Project (headwalls, cutoff walls, cleanouts, inlets, etc.)

The Trenchless Design Professional will prepare a Trenchless Basis of Design Report documenting the evaluations performed to determine the recommended trenchless approach and develop the trenchless design.

Deliverables:

- Basis of Design Report (electronic copy)

B. Alternatives Analysis Report

Design Professional will perform an alternatives analysis for three (3) drainage systems associated with the Project at 4249 Ridgeway Drive, 5163 E. Bedford Drive, and 5004 Hastings Road to evaluate the potential for replacement using open-trench, trenchless, or rehabilitation methods (lining) to reduce impacts to the affected private properties. The Alternatives Analysis Report will include an introduction to the Project to provide context, but will then focus on the evaluation of the specified drainage systems. This also includes preparing high level plan and profile exhibits for each of these drainage systems to assess the feasibility of each type of construction methodology.

To determine if trenchless methods are feasible, the Trenchless Design Professional will review available existing geotechnical data and the geotechnical report (if available). The Trenchless Design Professional will review the data collected during

the design-phase investigation and assess impacts of geologic conditions on trenchless construction alternatives. The Trenchless Design Professional will consider potential trenchless construction concepts for the three locations identified. The methods that will be considered include auger boring, guided boring, and pipe ramming and the Trenchless Design Professional will recommend a preferred method for the storm drain crossings.

The Trenchless Design Professional will prepare a Trenchless Basis of Design Report documenting the evaluations performed to determine the recommended trenchless approach and develop the trenchless design.

The Design Professional will compare the feasibility of each replacement method with regards to cost; schedule; potential Project or utility conflict; operations and maintenance requirements; potential impacts to private property homes, surface improvements, and landscaping; environmental and agency permitting requirements; constructability; and easement acquisition requirements. The Design Professional will provide a design alternative recommendation based on an evaluation of the criteria listed above and a weighted system that is agreed upon with the City. The Design Professional will submit a Draft Alternatives Analysis Report with the evaluation and recommendations to the City for review. After the review by the City is completed, the Design Professional will advance the Draft Alternative Analysis Report by incorporating agreed upon City comments from the draft submittal review and prepare a Final Alternative Analysis that will be provided to the City as part of the 30% Design Submittal.

Deliverables:

- Draft Alternatives Analysis Report (electronic copy)
- Final Alternatives Analysis Report (electronic copy)

4. FINAL ENGINEERING

The Design Professional shall develop the design that consists of the replacement, addition, rehabilitation, and abandonment of approximately 2,550 linear feet of corrugated metal pipe (CMP) storm drain ranging in size from 12-inches to 36-inches for fifteen (15) drainage systems. Existing drainage systems that are underneath residences will be abandoned and relocated and existing storm drains that outfall at the top of slopes will be extended to the toe of slope to minimize the potential for erosion. Both open-trench and trenchless methods of construction are anticipated for this Project. All associated surface improvements (pavement, sidewalks, driveways, curb ramps, etc.) will also be upgraded with this Project that are directly impacted by the storm drain improvements.

Design Professional shall provide the following Design submittals:

- 30% Submittal
- 60% Submittal
- 100% Submittal

- Final Submittal

All design submittals shall be in accordance with the 2024 Greenbook, 2024 Whitebook, 2024 City of San Diego Standard Drawings, DOJ 2010 ADA Standards for Accessible Design, Current CADD guidelines, 2014 California MUTCD, and any other applicable and accepted codes used in the City of San Diego.

A. Thirty Percent (30%) Design Submittal

Design Professional shall use the findings from the investigations and technical reports to prepare the 30% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by the Design Professional in the course of preparing the 30% Design. In this event the Design Professional shall resolve issues with the City in a timely manner to complete the design development.

i. Plans

The Design Professional shall prepare and submit 30% level design drawings for City review and approval. The 30% Design will, at a minimum, have fulfilled the standard checklist requirements. The checklist will be provided by the City at the design kick-off meeting.

It is assumed that the Project will generate approximately 39 sheets at 30%. The 30% design submittal will consist of the following sheets:

- Title Sheet (1 Sheet)
- Sheet Index (1 Sheet)
- Key Map Sheet (1 Sheet)
- Demolition Sheets (15)
- Storm Drain Plan and Profile Sheets (21 Sheets)

Plans will conform to the City of San Diego CADD Standards and Requirements. Plans will be prepared in AutoCAD Civil 3D format and English units will be utilized for the design.

Deliverables:

- 30% Submittal Plans (PDF format)

ii. Opinion of Probable Construction Cost

The Design Professional shall prepare a preliminary opinion of probable construction cost at the 30% Submittal. The estimate will be prepared per the latest Master Bid List and it is assumed that the City will provide the latest Master Bid List prior to preparation of the estimate.

Deliverables:

- 30% Opinion of Probable Construction Cost (PDF format)

iii. **Drainage Study**

For the 30% submittal, the Design professional will prepare and submit a 30% design level drainage study. The Project consists of 15 individual storm drain elements to be evaluated and designed namely,

- System 1 – Between 4430 and 4440 Caminito Ocio
- System 2 – Between 4394 and 4406 Caminito Pintoresco (above ground storm drain)
- System 3 – Between 4460 and 4495 Caminito Ocio
- System 4 – Between 5444 and 5474 Caminito Borde
- System 5 – Along Caminito De La Escena between Caminito Pintoresco and 4361 Caminito De La Escena
- System 6 – Between 4380 and 4388 Middlesex Drive
- System 7 – At the intersection of Caminito Pintoresco and Caminito Jubilo
- System 8 – Along Caminito Pintoresco between Caminito Apartado and 4229 Caminito Pintoresco
- System 9 – Between 4233 and 4249 Ridgeway Drive
- System 10 – Between 5163 and 5177 E Bedford Drive
- System 11 – Between 4150 and 4165 Hilldale Road
- System 12 – At the intersection of Marlborough Drive and Hilldale Road (below-grade cross-gutters)
- System 13 – Between 5001 and 5004 Hastings Road
- System 14 – 4030 North Hempstead Circle
- System 15 – 4357 Ridgeway Drive

The Project elements and level of analysis for the 30% drainage study is described below.

- *Hydrology* - The hydrological analysis will be prepared for the existing and proposed condition of the watershed to identify the peak 100-year flow rate to each of the design points of the systems identified above. This task will include the necessary inlet level existing and proposed condition hydrologic analysis for the inlets/ storm drains to be replaced. This involves delineating new sub-basins, calculating time of concentration and 100-year peak flow rates to these inlets / storm drains. Hydrologic analysis shall be conducted using the AES rational method computer program or similar. The hydrological analysis will be prepared in accordance with Chapter 2 of the City of San Diego Drainage Design Manual, dated January 2017.
- *Inlet Sizing* - For the 30% design submittal, the Design Professional will size up to twenty (20) inlets for the 100-year storm event. Inlet sizing shall be based on Chapter 3 of the City of San Diego Drainage Design Manual, dated January 2017.
- *Storm Drain Sizing* - For the 30% design submittal, the Design Professional will complete detailed storm drain hydraulics for storm drain systems identified above for the 100-year storm event except for

System 12 wherein the below grade cross-gutter will be replaced with conventional curb and gutter. This includes approximately 2,550 linear feet of storm drain. Detailed storm drain hydraulic analysis shall be performed using AES Pipeflow or WSPGW computer program. Storm drain sizing and hydraulics shall be based on Chapter 4 of the City of San Diego Drainage Design Manual, dated January 2017.

- *Outfall Design* - For the 30% design submittal, the Design Professional will perform outfall dissipation calculations for the proposed storm drain outfall of Systems 10, 13, and 15 into the canyon. Outfall design shall be performed assuming free outfall into the canyon for the 100-year storm event using the peak flow rates calculated from the hydrology efforts. The design shall be based on Chapter 9 of the City of San Diego Drainage Design Manual, dated January 2017.

Deliverables:

- 30% Drainage Study (PDF format)

B. Sixty Percent (60%) Design Submittal

Upon direction by the City, the Design Professional shall advance the 30% Design to 60% Design level. The Design Professional shall incorporate agreed upon City comments from the 30% submittal review.

i. Plans

It is assumed that the Project will generate approximately 91 sheets at 60%. The 60% design submittal will consist of the 30% design drawings and the additional plan sheets as listed below:

- Notes Sheet (1 sheet)
- Curb Ramp Location Sheet (1 Sheet)
- Curb Ramp/ADA Detail Sheets (Preliminary) (4 Sheets)
- Resurfacing Sheet (1 Sheet)
- Monument Perpetuation Sheet (1 Sheet)
- Storm Drain Abandonment Sheet (1 Sheet)
- Storm Drain Details (2 Sheets)
- Headwall Details (5 Sheets)
- Surface Improvement Sheets (14 Sheets)
- Revegetation Plans (8 Sheets) [1" = 20' scale]
- Revegetation Maintenance and Monitoring Notes Sheet (1 Sheet)
- Revegetation Legend Sheet (1 Sheet)
- Revegetation Planting Details (1 Sheet)
- Revegetation Irrigation Plans (8 Sheets) [1"=20' scale]
- Revegetation Irrigation Legend and Notes (1 Sheet)
- Revegetation Irrigation Details (3 Sheets)

Plans will conform to the City of San Diego CADD Standards and Requirements. Plans will be prepared in AutoCAD Civil 3D format and English units will be utilized for the design. Units will be in US Survey Feet or unitless. The file is accompanied with a .xml file that has horizontal and vertical alignments.

Site Development Permit Package. Anticipated technical studies, including but not limited to, Geotechnical Study, Drainage Study, Noise Study Report, Biology Survey, and Archaeological / Paleontological Record Search. Design Professional shall assume two (2) re-submittals.

Deliverables:

- 60% Submittal Plans (PDF format)
- CAD Deliverables in AutoCad Civil 3D for City Survey Department. Units will be in US Survey Feet or unitless. The file is accompanied with a .xml file that has horizontal and vertical alignments.
- Written responses to the City's 30% design review comments (PDF format)
- Site Development Permit Package ready for submittal to Development Services Department.

ii. **Specifications**

The Design Professional will prepare a list of the anticipated technical City Standard Supplementary Special Provisions (SSPs) at the 60% submittal in Greenbook/Whitebook Format.

Deliverables:

- 60% List of Special Provisions (PDF format)

iii. **Opinion of Probable Construction Cost**

The Design Professional will update the quantities and the opinion of probable construction cost to address 30% review comments from the City and to update the estimate based on the 60% design.

Deliverables:

- 60% Opinion of Probable Construction Cost (PDF format)

iv. **Drainage Study**

For the 60% submittal, the Design Professional will prepare and submit a Drainage Study that addresses the 30% review comments from the City of San Diego. In addition to addressing the 30% comments, the Project elements and level of analysis for the 60% drainage study is described below.

- *Refine proposed condition hydrology* – based on the 60% design base. Update sub-basin delineation, time of concentration and peak flow rate calculation to proposed inlets of the systems identified earlier. The hydrological analysis will be prepared in accordance with Chapter 2 of the City of San Diego Drainage Design Manual, dated January 2017.
- *Inlet sizing* – Task includes inlet sizing up to twenty (20) inlets based

on the 60% design. Inlet sizing shall be based on Chapter 3 of the City of San Diego Drainage Design Manual, dated January 2017.

- *Storm Drain Sizing* – Task includes storm drain sizing for approximately 2,214 linear feet of proposed storm drains based on 60% design of the storm drain systems identified earlier. Detailed storm drain hydraulic analysis shall be performed using AES Pipeflow or WSPGW computer program to determine the Hydraulic Grade Line (HGL) of the storm drain systems for the 100-year storm event. Peak flow rates estimated through the refined proposed condition hydrology will be used to perform the storm drain hydraulic analysis. Storm drain sizing and hydraulics shall be based on Chapter 4 of the City of San Diego Drainage Design Manual, dated January 2017.
- *Outfall Design* – Task includes outfall design of System 10 and 13 based on the 60% design base. Outfall design shall be based on Chapter 9 of the City of San Diego Drainage Design Manual, dated January 2017.

The hydrology and hydraulics will be analyzed for the 100-year storm event, in accordance with the City of San Diego Drainage Design Manual, dated January 2017.

Deliverables:

- 60% Drainage Study (PDF format)

C. One Hundred Percent (100%) Design Submittal

Upon direction by the City, the Design Professional shall advance the 60% Design to the 100% Design level. The 100% Design is essentially fully complete in detail. The 100% design will also have fulfilled the standard checklist requirements provided at the design kick-off meeting. The Design Professional shall incorporate agreed upon City comments from the 60% submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

i. Plans

It is assumed that the Project will generate approximately 95 sheets at 100%. The 100% design submittal will consist of the 60% design drawings and the additional plan sheets as listed below:

- Curb Ramp/ADA Detail Sheets (Complete) (4 Sheets)
- Structural Detail Sheets (4 Sheets)
 - Modified Dissipators/Headwalls
 - Deep Manholes
 - Retaining Walls

Deliverables:

- 100% Submittal Plans (PDF format)
- CAD Deliverables in AutoCad Civil 3D for City Survey Department. Units will

be in US Survey Feet or unitless. The file is accompanied with a .xml file that has horizontal and vertical alignments.

- Written responses to the City's 60% design review comments (PDF format)

ii. **Specifications**

The Design Professional will prepare special provisions to be incorporated by the City into the City's latest Boilerplate Special Provisions in accordance with the 2024 Greenbook and Whitebook specification format.

Deliverables:

- Specifications using the City boilerplate (Greenbook based boilers to be provided by City Staff, format to be per 2024 Greenbook) (PDF and Word document format)

iii. **Opinion of Probable Construction Cost**

Design Professional will update the quantities and the opinion of probable construction cost to address 60% review comments from the City.

Deliverables:

- 100% Opinion of Probable Construction Cost (PDF and Excel format)

iv. **Drainage Study**

The Design Professional will update the 60% drainage study report pursuant to City of San Diego review comments following 60% milestone submittal. This involves making revisions and updates to the drainage study based on the 100% design and City's 60% comments and preparing response to comments. The 100% Drainage Study will be submitted as part of the 100% PS&E submittal.

Deliverables:

- 100% Drainage Study (PDF format)

v. **Structural Calculations**

Design Professional will review the geotechnical report and other available information and provide sliding and overturning calculations for one (1) cleanout on a steep slope (assumes cleanout in worst case scenario), three (3) different single family home foundations due to close proximity to the storm drain pipes, and one other additional small structure on steep slopes due to undergrounding of the storm drain pipes. The stability analyses of homes and structures on the slope are analyses only and do not include remedial design if the structures fail in bearing, overturning, or sliding. Design Professional will prepare a summary report on the stability of the elements described above.

Deliverables:

- Structural Calculations (PDF format)

D. Final Design Submittal

Design is fully complete in all aspects and considered at final design and bid ready. The Design Professional shall incorporate agreed upon City review comments from the 100% submittal. 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 CIP Project Manager.

The Design Professional shall submit the updated unsigned Final Design plans, specifications, and construction cost estimate for review and approval prior to signature. In the event that any comments have not been addressed to the satisfaction of all City reviewers, the Design Professional shall make the necessary revisions and resubmit. This process shall be repeated until the City approves the Final design submittal.

Once approved, the Design Professional shall submit signed and stamped Final Design plans for incorporation in the City's overall design plan set. The Design Professional shall also stamp and sign the Engineer-of-Work page of the contract solicitation documents.

i. Plans

The same construction sheets shown in the 100% submittal will be provided with full design information necessary for a final submittal.

Deliverables:

- Final Submittal Plans (PDF format)
- CAD Deliverables in AutoCAD Civil 3D for City Survey Department. Units will be in US Survey Feet or unitless. The file is accompanied with a .xml file that has horizontal and vertical alignments.
- Written responses to the City's 100% design review comments (PDF format)

ii. Specifications

The Design Professional will update the special provisions to address 100% review comments from the City.

Deliverables:

- Final Specifications (PDF and Word document format)

iii. Opinion of Probable Construction Cost

Design Professional will update the quantities and the opinion of probable construction cost to address 100% review comments from the City.

Deliverables:

- Final Opinion of Probable Construction Cost (PDF and Excel format)
- Bid Schedule (PDF and Excel Format)

iv. **Drainage Study**

The Design Professional will update the 100% drainage study report pursuant to City of San Diego review comments following the 100% milestone submittal. This involves making revisions and updates to respond to the City's comments. The Final Drainage Study will be submitted as part of the Final PS&E submittal.

Deliverables:

- Final Drainage Study (PDF format)

v. **Structural Calculations**

Design Professional will update the 100% structural calculations to address the City of San Diego review comments following the 100% milestone submittal. This involves making revisions and updates to the structural calculations based on the Final design and City's 100% comments and preparing response to comments.

Deliverables:

- Structural Calculations (PDF format)

5. **ENVIRONMENTAL**

Services needed to prepare a Mitigated Negative Declaration (MND), including supporting technical studies (e.g., biological and cultural resources reports), pursuant to CEQA for the Kensington North Storm Drain Replacement Project. Analysis of Project-related impacts shall be consistent with the latest version of the California Environmental Quality Act - Significance Determination Thresholds City of San Diego (September 2022) and Environmental Guidance Memo: Climate Action Plan Consistency for Plan- and Policy-Level Environmental Documents and Public Infrastructure Projects (June 2022) accessible via the City's Planning Department webpage:

<https://www.sandiego.gov/planning/work/ceqa>

Services needed also include permit application support and agency coordination for the City of San Diego Site Development Permit (SDP), 404 Nationwide Permit from the USACE, 401 Water Quality Certification from the RWQCB, and Streambed Alteration Agreement from CDFW due to anticipated impacts to City wetlands, non-wetland and/or wetland waters of the U.S. or State, and streams or riparian habitat.

Finally, support for preparation of a Revegetation Plan is required, and optional services for preparation of a Compensatory Mitigation Plan are requested.

A. CEQA MITIGATED NEGATIVE DECLARATION

i. Project Initiation, Meetings, and Coordination

To ensure prompt completion of tasks and to maintain clear communication lines, the Design Professional shall attend a series of meetings with City staff to outline and refine the Project scope. As part of these meetings, the Project approach and schedule will be finalized between City staff and the Design Professional and communication protocols will be agreed upon. Roles and responsibilities, as well as City and Design Professional deadlines, will be established. The schedule will be confirmed through coordination with DSD staff. The Design Professional shall provide the City with minutes of each meeting within three (3) working days of the meeting.

ii. Research and Technical Studies

The Design Professional shall collect background data for use in the MND. Engineering & Capital Projects Department staff will coordinate with the Design Professional on these efforts. The Design Professional shall investigate environmental and physical resources and constraints using existing databases, maps, and technical reports for baseline information and to determine what information and analysis is needed for the MND.

The Design Professional shall prepare technical studies in support of the MND analysis. Technical studies shall assist with forming the basis of the environmental setting and assist with the impact analysis. All required technical studies shall be the responsibility of the Design Professional. A preliminary list of technical studies required for preparation of the MND is provided below. Other studies may be required pending the investigation of environmental and physical resources and constraints noted above.

Technical study draft reports shall be completed within 60 days from Notice to Proceed (NTP). Drafts shall be provided to ECP for review prior to finalizing draft technical report documents. Technical studies will be reviewed and approved by DSD and/or Planning Staff. ECP's environmental and permitting staff will coordinate submittals to DSD.

a. Biological Technical Report.

See Biological Resources below.

b. Cultural Resources Report.

See Archaeological Resources and Historic Properties below.

c. Greenhouse Gas Emissions (Climate Action Plan)

See Greenhouse Gas Emissions (Climate Action Plan) below.

d. Noise Impact Assessment

See Noise Assessment below.

e. **Transportation – Project Information Form**

The Design Professional shall prepare a Project Information Form for the Project. The City of San Diego Transportation Study Manual (TSM) (September 2020) should be used to determine the significance of the Project's transportation impacts. It is not expected that the Project will require a detailed transportation VMT analysis because it meets at least one of the screening criteria in the TSM (i.e., Locally Serving Public Facility).

f. **Geotechnical Report**

See Geotechnical Report in Task 2.E.

iii. **Internal Draft Mitigated Negative Declaration**

The Design Professional shall prepare the Draft MND for the Project. The report shall be prepared in accordance with the California Environmental Quality Act - Significance Determination Thresholds City of San Diego (September 2022).

The Design Professional shall complete CEQA Guidelines Appendix G (Environmental Checklist Form) to identify the anticipated level of environmental impacts to twenty different environmental categories/issue areas and Mandatory Findings of Significance. Direction regarding the formatting and content of the Environmental Checklist Form will be provided by environmental staff prior to submittal of the preliminary internal draft MND.

Each section and issue area of the MND shall provide a descriptive analysis of the Project followed by a comprehensive evaluation. The MND shall also include sufficient graphics and tables, which in conjunction with the relevant narrative discussions, provide a complete and meaningful description of all major Project features, the environmental impacts of the Project, as well as cumulative impacts, and mitigation of significant impacts. The MND is expected to include Project-level environmental review of the above described Project in accordance with CEQA.

a. **Preliminary Internal Draft MND**

The preliminary internal draft MND shall be submitted to ECP and shall be a complete document. The internal draft report is expected no later than 90 days following NTP.

b. **Revised Internal Draft MND**

The revised internal draft MND shall be submitted to ECP and shall be a complete document with all requested revisions and outstanding issues addressed. The revised internal draft report is expected no later than 21

calendar days following receipt of comments of preliminary internal draft version.

c. **First “Screencheck” Draft MND**

The first screencheck draft MND shall be submitted to ECP no more than 14 calendar days following receipt of ECP comments on the revised internal version. The first screencheck report will be submitted to DSD by ECP.

d. **Second “Screencheck” Draft MND**

The second screencheck draft MND shall be submitted to ECP no more than 14 calendar days following receipt of City comments on the first screencheck version. The second screencheck shall address all issues raised during the first screencheck review by the City.

Deliverables:

- Internal Draft IS/MND (electronic copy)

iv. **External Draft MND**

The Design Professional shall prepare and produce the Draft MND. This document shall be prepared and submitted as required by City guidelines and will be due no later than 14 calendar days following the clearance of the second screencheck report. This version shall be released for public comment as the official Draft MND.

The Draft MND shall include sections for references, individuals and agencies consulted, as well as a certification page. Appendices shall be included in the Table of Contents but are bound under separate cover and/or will be included on a CD attached to the back page of the Draft MND. In addition, other specific direction regarding formatting, content, and processing of the Draft MND will be provided by environmental staff prior to submittal of the first screencheck Draft MND for internal staff review.

Deliverables:

- External Draft IS/MND (electronic copy)

v. **Final MND**

The Design Professional shall prepare the Final MND for the Project. The Final MND shall be prepared in accordance with the City of San Diego California Environmental Quality Act – Significance Determination Thresholds City of San Diego (September 2022). The Final MND shall consist of the revised Draft MND and Response to Comments.

a. **Response to Comments**

The Design Professional shall provide written responses to comments received during the public comment period. The response to comments

shall be submitted to ECP no more than 45 days following the end of the public commenting period. The formal "Response to Comment" is the responsibility of DSD; however, Design Professional comments shall be provided to them through ECP.

b. Final MND

The Design Professional shall prepare the Final MND under this task. Two (2) drafts of the final document are expected. The first draft of the Final MND shall be completed no later than 45 days following receipt of public comments.

c. File Notice of Determination

At the written direction of the City, Design Professional shall file the signed Notice of Determination (NOD) with County Clerk and State Clearinghouse within five days of Project approval. The Design Professional shall submit CDFW Environmental Document Filing Fee (\$2,764.00 as of 1/1/2023) and County Clerk Processing Fee (\$50 as of 1/1/2023).

Deliverables:

- Final IS/MND (electronic copy)

vi. Project Management

The Design Professional shall provide Project management for the MND including coordination with City staff and other consultants and local, state, and federal agencies, as needed; and manage timelines and budgets, contracting, and invoicing.

vii. CEQA Meetings and Public Hearings

The Design Professional shall attend various meetings and public hearings including, but not limited to, the MND kick-off meeting with City staff; community planning group meetings; committee meetings with Community Planning Groups; and technical and administrative meetings with City staff. At the meetings, the Design Professional shall provide support to City staff and respond to questions. The Design Professional shall also provide presentation and/or report materials as needed.

Deliverables:

- Public Hearing Presentation Materials (as required) (electronic copy)

B. ARCHAEOLOGICAL RESOURCES AND HISTORIC PROPERTIES

Project Archaeologist shall complete the following archaeological tasks consistent with the latest City Historical Resources Guidelines. Due to the need for a federal permit from the USACE, the tasks below shall also comply with Section 106 of the National Historic Preservation Act, as amended.

i. Archaeological Research/Survey

a. Area of Potential Effect

Prepare a map showing the Direct Area of Potential Effect (APE) and Indirect APE.

b. Records Search

Conduct a pre-construction records search of the Project area and a one-mile radius, as necessary in support of the Project. The records search shall meet federal Section 106 requirements for Historic Properties.

Request a record search through the California Historical Resources Information Systems (CHRIS) at the South Coastal Information Center (SCIC). In addition to a review of previously prepared site records and reports, the records search will also review historical maps of the Project area, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility.

Conduct tribal consultation through the California Native American Heritage Commission and provide technical support for AB52 Consultation by preparing for and attending up to three (3) meetings.

c. Pedestrian Field Survey

Conduct a field reconnaissance /pedestrian survey. A Native American monitor must also be present during the field survey.

d. Letter Report

Submit a letter report that documents the results of the records search and provides an evaluation of historical significance based on the following, more specific requirements.

- The letter report shall meet federal Section 106 requirements for Historic Properties and shall result in a Finding of Effect. Compile the criteria for evaluation, evaluation work, and provide results of the evaluation.
- Any site discovered and the level of historical significance, including but not limited to a determination about sites being considered either 'significant' and/or 'unique' to require an elevated review (testing, etc.).
- In the event that no 'significant' and/or 'unique' resources, as referenced in A) above are discovered, DSD would require the Letter report to provide explicit and highly convincing arguments (facts, etc.) in written format to outline that such resources could not be considered as such and one that would not trigger an elevated California Environmental Quality Act (CEQA) determination.
- Include one (1) meeting to discuss with DSD, ECP, and/or other groups, as necessary to resolve issues.

e. Section 106 Consultation Support

Provide technical support during the Section 106 consultation process with the State Historic Preservation Office (SHPO), including participation in meetings and responding to questions/comments.

Deliverables:

- Archaeological Letter Report (electronic copy)

ii. **Geotechnical Investigation Support (Information Bulletin 560):**

The qualified PI Archaeologist will prepare a Historical Resources Survey Letter report in conformance with the IB-560 requirements to assist Geotechnical Consultant and City staff. Work with the design consultants and City staff to prepare a testing plan map which includes all proposed access paths, sampling locations, a vegetation layer, and identify the different methods of sampling (i.e., drilling rig, hand auger, etc.). Include the Archaeologist's qualifications in the appendix. Monitoring during geotech activities may be required to also include a Native American monitor. Subsequent archaeological testing plans or activities is not included as part of this Request for Proposal (RFP) and would require an amendment should it be required.

Assist with preparation of other IB-560 supporting forms (photolog, DS-560, etc.).

Deliverables:

- Historical Resources Survey Report (electronic copy)

C. **PALEONTOLOGY RESEARCH/MONITORING**

The tasks below shall also be completed in accordance with the latest City of San Diego Paleontological Guidelines.

i. **Pre-field activities**

Submit to the City's Mitigation Monitoring Coordination (MMC) staff and Resident Engineer (RE), a Paleontological Monitoring Exhibit (PME) on 11 x 17 reduced plan set delineating areas to be monitored.

Submit a letter of qualification to MMC identifying the Principal Investigator (PI) and the names of all persons involved in the paleontological monitoring program.

Attend required meetings (including pre-construction meetings) concerning the Project and prepare all necessary agency documentation.

Prepare and submit all reports (daily, weekly, monthly) as required by the Project representatives and lead agency staff.

ii. **Records Search**

Conduct a site-specific paleontological records search to MMC that includes contingencies for fossil discoveries made during trenching activities.

iii. **Letter Report**

Prepare a final paleontological monitoring report at the completion of fieldwork.

iv. **Geotechnical Investigation Support (Information Bulletin 560):**

The Paleontologist will prepare a Letter report in conformance with the IB-560 requirements to assist Geotechnical Consultant and City staff. Monitoring during geotech activities may be required. In the event that fossils (either micro- or macro-vertebrate fossils or both) are discovered, additional tasks will be required to provide necessary treatment of the fossils. These activities are not included as part of this Project and would require an amendment should it be required.

Deliverables:

- Paleontological Letter Report (electronic copy)

D. BIOLOGICAL RESOURCES

The tasks below shall also be completed in accordance with the latest City of San Diego Biology Guidelines. Due to the need for a federal permit from the USACE, the tasks below shall also comply with Section 7 of the Endangered Species Act.

i. **Biological Resources Technical Report:**

The Project Biologist will review available information, and query relevant databases to prepare a baseline biological information (including California Natural Diversity Database (CNDDB), USFWS species database, City of San Diego species occurrences and vegetation communities mapping, National Wetlands Inventory (NWI) blue line streams, NSCS soil mapping).

The Project Biologist will conduct a biological reconnaissance field survey, habitat assessments, and City of San Diego wetlands identification for all storm drain alignments identified in this Project (assuming a maximum of 5,000 linear feet) plus a 100-foot set-back in accordance with City of San Diego Biology Guidelines. If an alignment is not accessible it will be surveyed from a vantage point using binoculars. The field work will include vegetation communities' characterization using the Oberbauer-modified Holland vegetation classification system (2008). Any incidental sensitive species observations will be noted. The field work does not include focused or protocol-level biological surveys for sensitive, listed, or MSCP-covered species.

The results of the biological surveys will be incorporated into the Biological Technical Report (BTR), consistent with the City of San Diego Biology Guidelines. The Project description will be prepared by the Prime Consultant for the California Environmental Quality Act (CEQA) and National Policy Act

(NEPA) process and submitted to the Project Biologist for the purpose of impact assessments. Impact calculations will be developed based on Geographic Information System (GIS) analysis derived from the design drawings. An analysis of MSCP and Land Use Adjacency consistency will also be included. In addition, an IPAC record search will be conducted and incorporated into the Federal requirements/analysis portion of the BTR. The report will be submitted to the City as part of the environmental cycle renew for verification that the Project is in compliance with the terms and conditions of the MSCP and the City's Biology Guidelines. SES assumes five cycle reviews and response to comments.

Assumptions:

- U.S. Fish and Wildlife Service (USFWS) focused surveys are not included in this scope. Should the habitat assessment warrant sensitive species surveys, such as for the federally threatened and MSCP-covered California gnatcatcher (*Poliophtila californica californica*), these surveys would be conducted during the appropriate survey season (March 1 – July 31) by a USFWS 10(a) certified biologist.
- Any compensatory mitigation required for the impacts to sensitive upland habitat would be achieved through habitat restoration or offsite mitigation within a City of San Diego mitigation bank. Upland habitat restoration planning is not included in this scope of work (other than revegetation for temporary impacts).
- Because the Project assumes that all City of San Diego wetlands would be avoided, a City Environmental Sensitive Lands (ESL) wetlands deviation process is not anticipated and not included in this scope.

Deliverables:

- Biological Resources Technical Report (electronic copy)

ii. Revegetation Mapping:

The Project Biologist will prepare a habitat restoration/revegetation plan consistent with City of San Diego restoration/revegetation guidelines and regulatory permitting conditions. Restoration components would include onsite restoration and restoration/revegetation of temporary impacts, including the development of native plant pallets, seed mixes, and monitoring protocols, as needed. Selected native plant materials will be compatible with the City's stormwater infrastructure as required. The Project Biologist will work with the Prime Consultant for the preparation of the revegetation plans and specifications.

Deliverables:

- Vegetation Mapping (electronic copy, GIS Shape File)

iii. Geotechnical Investigation Support, Biological (Information Bulletin 560)

The Project Biologist will prepare a Biological Letter Report in conformance with the IB-560 requirements to assist Geotechnical Consultant and City staff. Work with the design consultants and City staff to prepare a testing plan map which includes all proposed access paths, sampling locations, a vegetation

layer, and identify the different methods of sampling (i.e., drilling rig, hand auger, etc.). Monitoring during geotechnical activities may be required.

Deliverables:

- Biological Letter Report (electronic copy)

E. GREENHOUSE GAS EMISSIONS (CLIMATE ACTION PLAN)

The Design Professional shall prepare a Greenhouse Gas Emissions consistency analysis in accordance with the California Environmental Quality Act – Significance Determination Thresholds City of San Diego (September 2022) and Environmental Guidance Memo: Climate Action Plan Consistency for Plan- and Policy-Level Environmental Documents and Public Infrastructure Projects (June 2022).

Deliverables:

- Greenhouse Gas Emissions Analysis (electronic copy)

F. NOISE ASSESSMENT

The Design Professional will prepare a noise impact assessment. Applicable significance criteria will be identified; thresholds of significance will focus on the City of San Diego Municipal Code.

A Site Reconnaissance will be conducted to understand the acoustical characteristics of the Project site and surrounding area. The ambient noise environmental will be quantified based on short-term (up to one hour) sound level measurements at up to ten locations at or near the closest noise-sensitive land use(s). The measurements will be conducted using a calibrated type 1 or 2 integrating sound level meter that conforms to American National Standards Institute (ANSI) requirements. Simultaneous traffic counts will be conducted as appropriate.

Construction noise will be estimated at noise-sensitive receptors along the Project alignments. Impacts will be evaluated based on the schedule and duration of construction activities, type and number of equipment pieces used, and the proximity of receptors to operations. Noise levels will be compared to applicable noise level limits. Feasible noise abatement measures based on acoustical calculations will be recommended as necessary.

It is expected that analysis of up to three discrete generally unique equipment combinations will be sufficient, that nighttime construction would not occur, and that removal of existing storm drains would not require excavation. Evaluation of potential impacts to noise-sensitive wildlife habitat is not included. Vibration analysis is not included.

Deliverables:

- Noise Impact Assessment Report (electronic copy)

6. RIGHT OF ENTRY AND EASEMENTS

A. Right of Entry Permissions

Design Professional will coordinate with private property owners and the Kensington Villas HOA to obtain written permission to enter property to perform preliminary investigations (up to ten right of entries). The Design Professional will research the vested property owner, search for the proper contact information, prepare the Right of Entry (ROE) documents, and receive approval of the language from the City. The Design Professional will utilize a ROE form provided by the City.

The Design Professional will review maps, Project plans, travel to and from the Project area, and attend meetings with the Project team. Additionally, the Design Professional will contact property owners, negotiate or respond to owner questions and other inquiries, obtain signatures from owners, and deliver executed ROEs to allow access to the private properties.

The following steps summarize the efforts required:

- Contact property owner for appointment to discuss the Project and the need for the ROE
- Obtain signed ROE
- Mail ROE document to owner when a personal meeting cannot be arranged (certified mail, return receipt requested)
- If property owner does not grant the required ROE, obtain any information the owner may have to support their reasoning. Submit grantor's information to the City in writing along with a recommendation on how to proceed.
- Follow-up with property owner by phone or in person
- Every attempt will be made to acquire the ROEs within forty-five (45) days.

Deliverables:

- Right of Entry Agreements (assumed 12 total) (electronic copy and hard copy)

B. Easement Acquisition Exhibits

Design Professional will prepare exhibits where proposed easements or Temporary Construction Areas (TCAs) are required for construction of the Project (*e.g.*, private properties or in Kensington Villas HOA). Design Professional will also prepare exhibits where set-aside easements will be required as part of the proposed improvements (*e.g.*, extension of storm drain alignments within City-owned property). The exhibits will be used by the City's Economic Development Department (EDD) to allow them to prepare the easement documents (Plat and Legals) that are required. Based on the Project it is assumed that seven (7) easement exhibits will be required. It is assumed that improvements located within City of San Diego right of way will not require set-aside easements or permanent drainage easement.

Deliverables:

- Easement Exhibits (assumed 7 total) (electronic copy and CADD files)

7. PUBLIC RELATIONS

A. Public Relations

The Design Professional will provide community outreach support services to the City during the Design Phase of the Project. Services include the following:

- i. **Project Kickoff**
 - Kickoff Meeting– Have a Project team meeting with the City to confirm outreach needs and goals. Implement internal set up of Project.
 - Project Set-Up – Implement internal set up of Project.
 - Ongoing Coordination and Reporting – Perform ongoing coordination by phone/email as needed and prepare monthly progress reports (assumes 7)
- ii. **Engagement Planning**
 - Prepare Outreach Timeline/Schedule – includes dates for fact sheet, direct outreach to property owners, web updates, public meeting presentation schedule at Community Planning Groups
 - Messaging Guide – Develop a 1-2 page messaging guide to inform the development of presentations, slide decks, direct outreach, fact sheet, and web page.
 - Client Meeting – Review Community Outreach Plan with City
- iii. **Community Engagement**
 - Community Presentations – Schedule and attend community presentations for the Project (assumes up to 3 meetings) in one community planning group. Preparation of presentations to the community. Document Q&A and follow up items from the presentations.
 - The first presentation is expected to occur at the 60% design phase.
 - The second presentation is expected to occur at the 100% design phase.
 - The third presentation is reserved if it is required with another group (*i.e.*, business improvement district)
 - Direct Outreach to Homeowners – Prepare notification letter and distribute to up to twelve (12) directly impacted private properties. Conduct one on one outreach with affected properties to discuss the Project and its impacts. Assumes one set of revisions to the notification letter.
- iv. **Collaterals**
 - Project Fact Sheet/Brochure – Prepare a one-page, two-sided fact sheet to provide community presentations and to directly impact property owners. Assumes two sets of minor revisions.
 - City's Web Page – Prepare content and provide/coordinate with the City's webmaster. Assumes one set of minor revisions.

Deliverables:

- Monthly Progress Reports (Assumes 7) (electronic copy)
- Community Outreach Schedule (electronic copy)
- Messaging Guide (electronic copy)
- Notification Letter (1) (electronic copy)
- Individual outreach exhibits (assumes 12 total) (electronic copy and hard copies)

- Fact Sheet (electronic copy and hard copies [200 total])
- Slide Deck (electronic copy)
- Community Outreach Meeting Agendas and Summaries (Assumes 3 total)
- City Webpage content (electronic copy)

8. **BID & AWARD SUPPORT**

A. **Bid Support**

The Design Professional shall provide technical support to the City during the bidding and award phase of the Project. It is assumed that the Bid and Award phase of the Project will be a total of six (6) months, but that support will only be required during the bidding period, which is assumed to be two (2) months. The Project Manager will spend approximately 1 hour per week and a designer will spend approximately two (2) hours per week. Additional work required as part of bid support includes the following:

- The Design Professional shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.
- Respond to design related technical questions and request for information (RFIs). Questions and responses shall be routed through the City's Contracts Division. Refer any questions directly from plan holders to the City's Public Works Contracting Group.
- Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda. If the City elects to create the addenda, 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.

9. **CONSTRUCTION SUPPORT**

A. **Construction Support**

The Design Professional will provide technical support to the City's Resident Engineer (RE) during the Construction Phase of the Project. The support will include the following:

i. **Construction Meetings**

- **Construction Site Visits**: The Design Professional will perform Monthly Site Visits throughout the duration of construction to document construction progress (Assumes 24).
- **Pre-Pre-Construction Meeting**: The Design Professional shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.
- **Pre-Construction Meeting**: The Design Professional's Project Manager shall attend and participate in the pre-construction conference including a Project site visit. The Project Design Professional's Project Manager shall provide the Field Division Resident Engineer all required documents (as stated in the environmental document)
- **Construction Progress Meetings**: The Design Professional shall attend Construction Progress Meetings (assumes 24 meetings), review construction progress, and assist the Project Manager, as requested (assumes 1 meeting for each month during construction period that last

up to one (1) hour each).

ii. **Contractor Submittals Review:**

The Design Professional shall review Contractor's submittals and resubmittals 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 facility's intended use. The Design Professional will review submittals, except the submittals that are per the City of San Diego Approved Materials List, which will be approved by City staff. Design Professional shall respond in a timely manner and address comments raised on submittals or because of Design Professional response on the submittals.

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

iii. **Requests for Information/Clarification:**

The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor to all RFIs. Design Professional is responsible for modifying and revising plans, if necessary, in response to any RFI.

iv. **Change Order Preparation Assistance:**

The Design Professional will be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to proposed construction change orders. This task includes updating and revising the plans accordingly to conform with the change order resolution.

v. **As-Built Drawings:**

The Design Professional will prepare and process as-built corrections to the plans based on the Resident Engineer's redline plans and the Contractor redlines. It is assumed that the construction records of the contractors and public agencies will be provided to the Design Professional. As-built corrections will be a compilation of said records. The information submitted by the Contractors, other design professionals, and public agencies that are incorporated by the Design Professional in the as-built plans will be assumed to be reliable. As-builts will be prepared within four (4) weeks after obtaining all construction redlines. The Design Professional shall follow City of San Diego standards for As-built Drawings.

Deliverables:

- As-Built Plans (1-22x34 Mylar hard copies, electronic copy)

10. TASKS WITH PRIOR AUTHORIZATION

A. Miscellaneous Engineering Support

The Design Professional will provide miscellaneous engineering support to the City to help develop exhibits for the Project that the City can use to coordinate with the surrounding stakeholders, internally with other departments, and others involved on the Project. This item provides up to an additional 80 hours of engineer's time. If additional exhibits and miscellaneous support are required, a separate scope of services will be prepared.

B. Additional Field Surveying

Surveying for design activities as needed (assumes up to 5 days). This task might require a waiver from the City surveyors.

C. Additional Utility Potholing

Perform up to then (10) additional potholes (assumes 3 days). It is assumed that six (6) of the potholes are within City right of way and that four (4) are within private roads. A return mobilization of 2 days for grind-and-overlay is assumed for the potholes completed within city right of way. Flagging is included for all potholing and patching days.

D. Geophysical Utility Locating

A non-destructive geophysical designation will be provided along the Project alignments for up to five (5) days to identify the approximate location of subsurface utilities not positively identified using potholing methods. This information, along with a review of record information, may be used to help identify locations of potential utility potholing.

E. Trenchless Design

Depending on the results of the Alternative Analysis regarding the use of trenchless methods for up to three (3) drainage systems, the Design Professional will prepare plans, specifications, and estimate (PS&E) for the trenchless work as well as provide the appropriate trenchless calculations.

i. Plans

The Design Professional shall prepare and submit 60%, 100%, and Final level trenchless design drawings for City review and approval. After each submittal, the City will perform a review and the Design Professional will address agreed upon comments to develop the next submittal. It is assumed that the trenchless drawings shall consist of the following sheets:

- Trenchless Plan and Profile Sheets (3 Sheets)
- Trenchless Details (2 Sheets)

Plans will conform to the City of San Diego CADD Standards and Requirements. Plans will be prepared in AutoCAD Civil 3D format and English units will be utilized for the design.

Deliverables:

- 60% Submittal Trenchless Plans (PDF format)
- 100% Submittal Trenchless Plans (PDF format)
- Final Submittal Trenchless Plans (PDF format)
- Written responses to the City's design review comments (PDF format)

ii. **Specifications**

The Design Professional will prepare technical specifications for: trenchless installation method (auger boring, guided boring, or pipe ramming), shaft construction, jacking pipe, settlement monitoring, contact grouting, portal stabilization, and water control in shafts and tunnels. The specifications will be prepared in Greenbook/Whitebook Format.

Deliverables:

- 60% List of Trenchless Special Provisions (PDF format)
- 100% Trenchless Specifications (PDF format)
- Final Trenchless Specifications (PDF format)

iii. **Opinion of Probable Construction Cost**

The Design Professional will prepare an opinion of probable construction cost for the trenchless work that will be included in the overall opinion of probable construction cost for the Project.

Deliverables:

- 60% Trenchless Opinion of Probable Construction Cost (PDF format)
- 100% Trenchless Opinion of Probable Construction Cost (PDF format)
- Final Trenchless Opinion of Probable Construction Cost (PDF format)

F. **Additional Biological Services**

i. **Aquatic Resources Delineation**

A formal jurisdictional aquatic resources delineation following methods identified in the U.S. Army Corps of Engineers (Corps) Wetlands Delineation Manual (1987) will be performed as needed, should the Project impact potential aquatic resources. The jurisdictional delineation will be part of the regulatory permitting process. The Project Biologist is trained and qualified to conduct the jurisdictional delineation, which will include a field jurisdictional wetlands delineation, Ordinary High Water Mark (OHWM) delineation. As needed, the Design Professional will also prepare a Beta Streamflow Duration Assessment Method (SDAM) for the Arid West of the United States (SDMA), and a field California Rapid Assessment (CRAM) for one baseline and one CRAM assessment site, including a CRAM report submitted to the regulatory agencies.

Based on the field-collected information, the Design Professional will prepare an Aquatic Resources Delineation Report (ARDR) pursuant to Corps

guidelines. The ARDR will require the inclusion of Project design materials and quantities and hydrologic data that will be supplied by the Prime Consultant.

ii. **Habitat Restoration Plan**

Should the need for compensatory mitigation of jurisdictional aquatic resources impacts arise, the Project Biologist will prepare a Habitat Restoration and Monitoring Plan (HRMP) describing and depicting the restoration design concepts and any compensatory wetlands mitigation included in the Project. The HRMP will describe best management practices (BMP), non-native species removal, planting bed preparation, soft bio-engineered structures, and planting methods. The HRMP will also include a chapter briefly discussing the post-restoration management and monitoring of the Project. Restoration planting plans and specifications will be developed if required.

iii. **Habitat Management Plan**

Should the City of San Diego or regulatory agencies require the preparation of a stand-alone Habitat Management Plan (HMP) or Long-Term Management Plan (LTMP) for any compensatory mitigation sites, the Project Biologist will prepare the required documents, including an endowment calculation for long-term management. The Project Biologist assumes that the Project will be maintained by the City of San Diego and the HMP/LTMP and endowment will be prepared according to the City's guidelines and fee structure (supplied by the City of San Diego). The preparation of Conservation Easement (CE) documents are not anticipated in this scope of work.

iv. **Regulatory Agency Permitting**

Should the Project impact regulated aquatic resources, the following three regulatory agencies will be required to issue wetlands regulatory permits for the Project: Corps, Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). It is assumed that if the Corps has jurisdiction over any wetland or non-wetland waters of the US, a Nationwide Permit would be required for the Project pursuant to Section 404 of the federal Clean Water Act. If the Corps takes jurisdiction, the RWQCB would require a Section 401 Permit under the federal Clean Water Act. If the Corps would not take jurisdiction, the RWQCB would issue a Water Discharge Requirement (WDR) permit for impacts to wetland and non-wetlands waters of the State. CDFW will require a Section 1602 Streambed Alteration Agreement.

The Project Biologist and Design Professional will prepare for, schedule, and attend a pre-application meeting with all three agencies. Following the pre-application meeting, the Design Professional will prepare all three permit applications and attend separate statutory meetings (including a RWQCB pre-filing meeting) and permit negotiations with the three agencies. The Design Professional will also develop a Tier 1 alternatives analysis (Least Environmentally Damaging Practicable Alternative – LEDPA) for the

regulatory permitting process based on the information provided in the CEQA document, but tailored to the needs of the regulatory agencies and focused on impacts to aquatic resources. Furthermore, the Project Biologist will coordinate the preparation of a HEC-RAS (1-, 2-, 10-year flow line analysis) and materials and quantities of Project components with the Prime Consultant. Regulatory permit applications will be based on an at least 60 to 100 percent design.

G. Architectural Historian Research

The Project is located within the Kensington neighborhood of the Mid-City Community Plan area. Kensington & Talmadge Historic District was identified as a potential historic district in the Mid-City San Diego Preservation Strategy (City of San Diego Planning Department 1996). There has been no designation of a Kensington Historic District since the 1996 recommendation. Kensington is not currently listed on the City of San Diego Planning Department's public posting of "Historic District Work Program Overview" or "Historic Districts in Progress" (Designation of New Historic Districts | City of San Diego Official Website). A Mid-City Community Plan update is currently in progress but not expected until 2026. Therefore, the Project will have no impact to a Historic District.

The resource at 4030 N Hempstead Cir (APN 440-163-01-00) was cursorily evaluated during the historic resources survey for the 1996 Mid-City San Diego Preservation Strategy and found to be ineligible for individual listing but contributing to the potential District. The resource at 4357 Ridgeway (APN 440-031-18-00) was cursorily evaluated during the historic resources survey for the 1996 Mid-City San Diego Preservation Strategy and found to be ineligible for individual listing and non-contributing to the potential District.

If it is believed that the construction will cause any adverse impacts, the Architectural Historian will provide a Historical Research Report (Land Development Manual, Historical Resources Guidelines, Appendix E, Part 1.1) for 4030 N Hempstead Cir (APN 440-163-01-00) and/or 4357 Ridgeway (APN 440-031-18-00) as individual resources per City of San Diego Potential Historical Resource Review Guidelines (Information Bulletin 580). The Residential Building Record required under Information Bulletin 580 will be provided to the Architectural Historian by the City of San Diego.

11. DIRECT EXPENSES

Direct Expenses shall include printing, deliveries, mileage, and miscellaneous expenses. This shall also include obtaining title reports for the preparation of plat and legal documents for approximately 7 parcels.

12. ADDITIONAL SERVICES

The Design Professional may provide additional engineering services as requested by the City that are outside the contract scope. The budget for each request by the City will be agreed upon prior to commencement of the work.

GENERAL ASSUMPTIONS AND EXCLUSIONS:

The following items may be required but are not included in the scope of services outlined above. Additional authorization will be required for these services.

- Services not specifically identified above are excluded.
- SWPPP/General Construction Permit – It is assumed this will be prepared by the contractor (if applicable); therefore, this is not included as part of this scope of services.
- Printing and deliverables in addition to those listed in the scope of services are excluded.
- Permit fees are assumed to be paid for by the City or waived if it is a City issued permit.
- Preparation of an Information Bulletin (IB) 560 is excluded for all potholing and geotechnical work that occurs in the public right of way.
- Preparation of Plat and Legal Documents is excluded.
- Right of Way Acquisition Services are excluded as it is expected that EDD will perform this work.
- Erosion Control Plans are excluded.
- Traffic Control Plans are excluded.
- Signing and Striping Plans are excluded.
- Shoring Design is excluded.
- Dry Utility Design Services are excluded.
- Hydromodification Analysis – HMP analysis is not anticipated as part of this Project and therefore continuous simulation modeling using EPA SWMM or other H&H software is excluded.
- Preparation of a SWQMP is excluded.
- Custom design for areas impacted within private residences. It is assumed that existing improvements will be replaced in kind.
- Design of home foundations and on-slope structures that are shown to be unstable from the stability analysis.
- CCTV Services are excluded as CCTV information was provided by the City.
- Agency, utility company, or Title Company fees.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION:	PRINCIPAL	ASSOCIATE PRINCIPAL/Snr. WQ Mgr	ASSOCIATE	DIRECTOR ENVIRONME NTAL	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	CIVIL DESIGNER	ASSOCIATE GIS ANALYST	ASSISTANT ENVIRONMENTAL PLANNER	PRINCIPAL SURVEY ANALYST	ASSOCIATE SURVEY ANALYST	2-PERSON SURVEY CREW	ADMIN	TOTAL LABOR HOURS	RISK ENGINEERING FEE	AIRX	Allied Geotechnical Engineers	Bennett Trenchless	Bluescape	CityWorks	Clark Land Resources	Dbf	Martin and Libby	PanGIS	Schaefer	Task Total(\$):	
KENSINGTON NORTH STORM DRAIN																												
TASK 1 - PROJECT MANAGEMENT/COORDINATION																												
A. Meetings (59 total)	8	8	109	0	121	55	0	0	0	0	0	0	0	0	301	\$73,885			\$7,120									\$81,005
B. Project Management/Coordination	0	0	65	0	195	0	0	0	0	0	0	0	0	0	260	\$63,700												\$63,700
C. Quality Assurance and Quality Control Oversight	40	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$12,200												\$12,200
SUBTOTAL TASK 1:	48	8	174	0	316	55	0	0	0	0	0	0	0	0	601	\$149,785	\$0	\$0	\$7,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156,905
TASK 2 - FIELD INVESTIGATIONS AND TECHNICAL REPORTS																												
A. Site Visits (5 total)	0	0	8	0	46	0	0	48	0	0	0	0	0	0	102	\$20,800			\$3,755									\$24,555
B. Supplemental Field Surveying and Mapping	0	3	6	0	0	0	0	0	0	0	30	50	100	0	189	\$57,800												\$57,800
C. Base Map Preparation	0	0	6	0	4	0	0	80	0	0	40	0	0	0	130	\$23,520												\$23,520
D. Utility Potholing (20 total)	0	2	1	0	2	0	0	8	0	0	0	4	12	0	29	\$8,160	\$103,870											\$112,030
E. Geotechnical Investigation	0	0	2	0	4	0	0	0	0	0	0	0	0	0	6	\$1,480		\$98,495										\$99,975
SUBTOTAL TASK 2:	0	5	23	0	56	0	0	136	0	0	70	54	112	0	456	\$111,760	\$103,870	\$98,495	\$3,755	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$317,880
TASK 3 - ALTERNATIVES ANALYSIS																												
A. Alternatives Analysis Report	2	0	10	0	40	0	0	100	0	0	0	0	0	0	152	\$28,810			\$45,180									\$73,990
SUBTOTAL TASK 3:	2	0	10	0	40	0	0	100	0	0	0	0	0	0	152	\$28,810	\$0	\$0	\$45,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,990
TASK 4 - FINAL ENGINEERING																												
A. 30% Design Submittal																												
i. Plans	8	0	34	0	133	0	0	532	0	0	0	0	0	0	707	\$128,320												\$128,320
ii. Opinion of Probable Construction Cost	1	0	2	0	10	0	0	48	0	0	0	0	0	0	61	\$10,905												\$10,905
iii. Drainage Study	18	0	28	0	0	80	0	318	0	0	0	0	0	0	444	\$80,850												\$80,850
B. 60% Design Submittal																												
i. Plans	7	0	30	0	181	0	80	604	0	0	0	0	0	0	902	\$166,015												\$166,015
ii. Specifications List	1	0	2	0	8	0	4	0	0	0	0	0	0	0	15	\$3,545												\$3,545
iii. Opinion of Probable Construction Cost	2	0	2	0	10	0	10	46	0	0	0	0	0	0	70	\$12,890												\$12,890
iv. Drainage Study	8	0	24	0	0	64	0	160	0	0	0	0	0	0	256	\$48,040												\$48,040
C. 100% Design Submittal																												
i. Plans	5	0	16	0	99	0	44	319	0	0	0	0	0	0	483	\$89,285									\$64,595			\$153,880
ii. Specifications	8	0	16	0	80	0	0	0	0	0	0	0	0	0	104	\$25,800												\$25,800
iii. Opinion of Probable Construction Cost	2	0	1	0	13	0	4	38	0	0	0	0	0	0	58	\$10,870												\$10,870
iv. Drainage Study	4	0	8	0	0	24	0	48	0	0	0	0	0	0	84	\$16,140												\$16,140
v. Structural Calculations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0								\$11,750			\$11,750	
D. Final Design Submittal																												
i. Plans	3	0	5	0	47	0	24	142	0	0	0	0	0	0	221	\$41,015									\$8,630			\$49,645
ii. Specifications	4	0	8	0	40	0	2	2	0	0	0	0	0	0	56	\$13,620												\$13,620
iii. Opinion of Probable Construction Cost	2	0	1	0	8	0	2	24	0	0	0	0	0	0	37	\$7,030												\$7,030
iv. Drainage Study	2	0	4	0	0	8	0	10	0	0	0	0	0	0	24	\$4,970												\$4,970
v. Structural Calculations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0								\$1,580			\$1,580	
SUBTOTAL TASK 4:	75	0	181	0	629	176	170	2291	0	0	0	0	0	0	3522	\$659,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,555	\$0	\$0	\$745,850
TASK 5 - ENVIRONMENTAL																												
A. CEQA Mitigated Negative Declaration																												
iii. Internal Draft IS/MND	4	0	0	40	0	0	0	0	16	160	0	0	0	16	236	\$36,700												\$36,700
iv. External Draft IS/MND	2	0	0	12	0	0	0	0	8	32	0	0	0	12	66	\$10,170												\$10,170
v. Final IS/MND and MMRP	2	0	0	16	0	0	0	0	2	32	0	0	0	12	64	\$10,320												\$10,320
vi. Project Management	2	0	0	24	0	0	0	0	0	8	0	0	0	4	38	\$8,150												\$8,150
vii. CEQA Meetings and Public Hearings	2	0	0	16	0	0	0	0	0	16	0	0	0	0	34	\$6,850												\$6,850
B. Archaeological Resources and Historic Properties																												
i. Archaeological Research/Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$21,910		\$21,910	
ii. Geotechnical Investigation Support (IB-560)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$17,840		\$17,840	
C. Paleontology Research/Monitoring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$10,700		\$10,700	
D. Biological Resources																												
i. Biological Resources Technical Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0										\$47,380	\$47,380	
ii. Revegetation Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$11,670		\$11,670	
iii. Geotechnical Investigation Support (IB-560)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$9,440		\$9,440	
E. Greenhouse Gas Emissions (Climate Action Plan)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0				\$17,835							\$17,835	
F. Noise Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0							\$9,900				\$9,900	
SUBTOTAL TASK 5:	12	0	0	108	0	0	0	0	26	248	0	0	0	44	438	\$72,190	\$0	\$0	\$0	\$17,835	\$0	\$0	\$9,900	\$0	\$0	\$50,450	\$68,490	\$218,865
TASK 6 - RIGHT OF ENTRY AND EASEMENTS																												
A. Right of Entry Permissions	0	0	6	0	16	0	0	0	0	0	0	0	0	0	22	\$5,400						\$35,610						\$41,010
B. Easement Acquisition Exhibits	0	0	3	0	12	0	0	54	0	0	0	0	0	0	69	\$12,300												\$12,300
SUBTOTAL TASK 6:	0	0	9	0	28	0	0	54	0	0	0	0	0	0	91	\$17,700	\$0	\$0	\$0	\$0	\$0	\$35,610	\$0	\$0	\$0	\$0	\$0	\$53,310
TASK 7 - PUBLIC RELATIONS																												
A. Public Relations	0	0	22	0	72	0	0	40	0	0	0	0	0	0	134	\$29,400					\$58,180							\$87,580
SUBTOTAL TASK 7:	0	0	22	0	72	0</																						

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION:	PRINCIPAL	ASSOCIATE PRINCIPAL/Snr. WQ Mgr	ASSOCIATE	DIRECTOR ENVIRONME NTAL	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	CIVIL DESIGNER	ASSOCIATE GIS ANALYST	ASSISTANT ENVIRONMENTAL PLANNER	PRINCIPAL SURVEY ANALYST	ASSOCIATE SURVEY ANALYST	2-PERSON SURVEY CREW	ADMIN	TOTAL LABOR HOURS	RICK ENGINEERING FEE	AIRX	Allied Geotechnical Engineers	Bennett Trenchless	Bluescape	CityWorks	Clark Land Resources	Dbf	Martin and Libby	PanGIS	Schaefer	Task Total(\$):	
Hourly Rate	\$305.00	\$280.00	\$260.00	\$255.00	\$240.00	\$215.00	\$200.00	\$160.00	\$145.00	\$135.00	\$205.00	\$165.00	\$410.00	\$85.00														
A. Bid Support	0	0	4	0	8	0	0	16	0	0	0	0	0	0	28	\$5,520									\$1,720			\$7,240
SUBTOTAL TASK 8:	0	0	4	0	8	0	0	16	0	0	0	0	0	0	28	\$5,520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,720	\$0	\$0	\$7,240
TASK 9 - CONSTRUCTION SUPPORT																												
A. Construction Support																												
i. Construction Meetings	0	0	2	0	50	0	0	48	0	0	0	0	0	0	100	\$20,200									\$570			\$20,770
ii. Contractor Submittal Reviews	2	0	8	0	62	0	16	0	0	0	0	0	0	0	88	\$20,770									\$5,000			\$25,770
iii. Requests for Information/Clarification	2	0	16	0	94	0	14	32	0	0	0	0	0	0	158	\$35,250									\$5,000			\$40,250
iv. Change Order Preparation Assistance	1	0	5	0	24	0	0	64	0	0	0	0	0	0	94	\$17,605									\$2,890			\$20,495
v. As-Built Drawings	0	0	3	0	10	0	0	90	0	0	0	0	0	0	103	\$17,580									\$2,000			\$19,580
SUBTOTAL TASK 9:	5	0	34	0	240	0	30	234	0	0	0	0	0	0	543	\$111,405	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,460	\$0	\$0	\$126,865
SUBTOTAL TASKS 1-9:	142	13	457	108	1389	231	200	2871	26	248	70	54	112	44	5965	\$1,185,865	\$103,870	\$98,495	\$56,055	\$17,835	\$58,180	\$35,610	\$9,900	\$103,735	\$50,450	\$68,490	\$1,788,485	
TASK 10 - TASKS WITH PRIOR AUTHORIZATION																												
A. Miscellaneous Engineering Support	0	0	4	0	16	0	0	60	0	0	0	0	0	0	80	\$14,480												\$14,480
B. Additional Field Surveying	0	2	0	0	0	0	0	0	0	0	4	12	24	0	42	\$13,200												\$13,200
C. Additional Utility Potholing (5 total)	0	0	0	0	4	0	0	0	0	0	0	0	0	0	4	\$960	\$45,745											\$46,705
D. Geophysical Utility Locating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$8,325											\$8,325
E. Trenchless Design	1	0	4	0	16	0	0	64	0	0	0	0	0	0	85	\$15,425			\$47,000									\$62,425
F. Additional Biological Services																												
i. Aquatic Resources Delineation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0										\$15,280	\$15,280	
ii. Habitat Restoration Plan	6	0	6	0	24	0	0	88	0	0	0	0	0	0	124	\$23,230										\$7,680	\$30,910	
iii. Habitat Management Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0										\$10,800	\$10,800	
iv. Regulatory Agency Permitting	0	0	20	20	20	0	0	0	0	0	0	0	0	0	60	\$15,100										\$39,360	\$54,460	
G. Architectural Historian Research	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0									\$40,000			\$40,000
SUBTOTAL TASK 10:	7	2	34	20	80	0	0	212	0	0	4	12	24	0	395	\$82,395	\$54,070	\$0	\$47,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$73,120	\$296,585
DIRECT EXPENSES																												
Direct Expenses																\$10,000												\$10,000
DIRECT EXPENSES TOTAL:																\$10,000												\$10,000
TOTAL SCOPE OF SERVICES:	149	15	491	128	1469	231	200	3083	26	248	74	66	136	44	6360	\$1,278,260	\$157,940	\$98,495	\$103,055	\$17,835	\$58,180	\$35,610	\$9,900	\$103,735	\$90,450	\$141,610	\$2,095,070	
ADDITIONAL SERVICES																\$100,000												\$100,000
TOTAL SCOPE OF SERVICES AND ADDITIONAL SERVICES:																\$1,378,260	\$157,940	\$98,495	\$103,055	\$17,835	\$58,180	\$35,610	\$9,900	\$103,735	\$90,450	\$141,610	\$2,195,070	
																	7.2%	4.5%	4.7%	0.8%	2.7%	1.6%	0.5%	4.7%	4.1%	6.5%		

TIME SCHEDULE

EXHIBIT C

Time Schedule

Design Phase – 27 months (From Contract NTP and Purchase Order)

- Survey, As-Built and Utility Map Research, & Preliminary Investigations – 8 weeks
- Alternatives Analysis Report – 4 weeks
- City Review of Alternatives Analysis Report – 8 weeks
- 30% Design Submittal – 8 weeks
- City Review of 30% Submittal – 6 weeks
- 60% Design Submittal – 8 weeks
- City Review of 60% Submittal – 6 weeks
- 100% Design Submittal – 12 weeks
- City Review of 100% Submittal – 6 weeks
- Hold for Environmental Permitting – 26 Weeks
- Final Design Submittal - 8 Weeks
- City Review of Final Design Submittal - 6 Weeks
- Finalize Bid Package/Approvals - 4 Weeks

Environmental Permitting Phase – 16 months (From Completion of 60% Design Submittal Prep.)

- Development Services Department (IS/MND) - 52 Weeks
- Environmental Regulatory Agencies - 70 Weeks

Bid & Award Phase – 6 months (From End of Design Phase)

Construction Phase – 24 months (From End of Bid and Award Phase)

Post Construction/As-Built Phase – 3 Months (From End of Construction Phase)

NOTE: All work must be completed by the Agreement's expiration date stated in Section 2.1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I.	City's Equal Opportunity Commitment.....	1
II.	Nondiscrimination in Contracting Ordinance	2
III.	Equal Employment Opportunity Outreach Program	2
IV.	Disadvantaged Business Enterprise (DBE) Requirements	3
V.	Maintaining Participation Levels	5
VI.	Definitions	6
VII.	Certification.....	7
VIII.	List of Attachments.....	8
AA.	Disclosure of Discrimination Complaints	9
BB.	Work Force Report.....	10
CC.	Subcontractors List.....	14
DD.	List of Services Made Available (Form AA61).....	15
EE.	Summary of Subconsultant Proposals Received (Form AA62).....	16
FF.	Good Faith Effort List of Subcontractors Solicited (Form AA63).....	17
GG.	SWRCB Form 4500-2: DBE Subcontractor Participation Form.....	18
HH.	SWCRB Form 4500-3: DBE Subcontractor Performance Form.....	20
II.	SWCRB Form 4500-4: DBE Subcontractor Utilization Form	22
JJ.	Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334).....	24

- 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 Design Professional 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, Design Professional shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against 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.
- B. Contract Language. The following language shall be included in contracts for City projects between the Design Professional 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. Design Professional shall provide equal opportunity for Subcontractors to participate in opportunities. 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.

- C. Contract Disclosure Requirements. Upon the City's request, Design Professional 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 Design Professional 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 Design Professional for each subcontract or supply contract. Design Professional 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. 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.

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. Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Design Professional shall provide equal opportunity in all employment practices. Design Professional shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Design Professional 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 Design Professional 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 Design Professional.

IV. Disadvantaged Business Enterprise (DBE) Requirements. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The City encourages Proposers to seek and use DBE firms for this solicitation. Proposers agree that they will cooperate and assist the City in fulfilling the DBE Good Faith Effort (GFE) Requirement achieving “fair share objectives” and will exercise the six affirmative steps to achieve such minimum participation of small, minority and women owned businesses.

A. Good Faith Efforts:

1. The Proposer shall demonstrate that efforts were made to attract DBEs on this contract. The Good Faith effort requires the Proposer and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services, even if the Proposer has achieved its fair share objectives.
2. The Six Affirmative Steps are:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State, and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed form AA61 (Attachment DD), “List of Work Made Available.”
 - iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce. See DBE Potential Resources for additional information.
 - vi. If the Proposer awards subcontracts, require the Proposer to take the steps in items 1 through 5.
3. The following forms must be completed and submitted with the proposal:

- i. Attachment HH - SWRCB Form 4500-3: DBE Subcontractor Performance Form
 - ii. Attachment II - SWCRB Form 4500-4: DBE Subcontractor Utilization Form
4. The following forms must be completed and submitted with GFE documentation:
- i. List of Services Made Available (Form AA61)
 - ii. Summary of Subconsultants Proposals Received (Form AA62)
 - iii. Good Faith Effort List of Subcontractors Solicited (Form AA63)
5. The Proposer shall provide Attachment GG - SWRCB Form 4500-2: DBE Subcontractor Participation Form to all DBE subcontractors prior to the award of any contract. DBE subcontractors will utilize this form to describe work received and/or report any concerns regarding the Project. Form can be submitted to the DBE coordinator at any time during the Project period of performance.

B. DBE Potential Resource Centers:

1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
2. For additional assistance, the Proposers can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources.
3. The Proposer shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Proposal due date and solicitation to DBE subcontractors at least 10 Working Days prior to Proposal due date. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
4. Include qualified DBEs on solicitation lists and record the information on Form AA63 (Attachment FF). Solicitation shall be as broad as possible.
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Proposer shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62 (Attachment EE). If a low bid was not accepted, an explanation shall be provided.

Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: https://dsbs.sba.gov/search/dsp_dsbs.cfm
San Francisco, CA 94105	Bid Notification: https://catalog.data.gov/dataset/subcontracting-network-subnet-system
RE: Minority Enterprise Development Offices	213-989-3153 or 213-353-9400
U.S. Department of Commerce	Bid Notification:
Minority Business Development Agency	http://www.mbda.gov ³
1055 Wilshire Blvd, Suite 900	RE: Business Development Centers
Los Angeles, CA 91107	

State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	DBA Database: https://dot.ca.gov/programs/civil-rights/dbe
CA Public Utilities Commission (CPUC) ⁵	Directory: https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp
505 Van Ness Avenue	
San Francisco, CA 94102-3298	

Notes:

1. The Proposer shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Proposer **must** provide a copy of search records with GFE documentation.
2. The Proposer shall use SUB-Net to post subcontracting opportunities. The Proposer shall post Subcontractor opportunities at least 30 Calendar Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Proposer **must** provide copy of the Display Solicitation Record with the GFE documentation.
3. The Proposer may use MBDA web portal to post subcontracting opportunities. If utilized, the Proposer shall post subcontractor opportunities at least 30 Calendar Days prior to Proposal due date. Small businesses can review this web site to identify opportunities in their areas of expertise. The

web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.

4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Proposer **must** provide copy of search records with GFE documentation.
 5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Proposer **must** provide copy of search records with GFE documentation.
- C. Annual DBE Utilization Reporting. The Proposer shall report to the City on an annual basis, their utilization of Minority Business Enterprise and Women Business Enterprise subcontractors and suppliers using California State Revolving Funds (CASRF) Form UR-334 (Attachment JJ).
- D. 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.

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Design Professional shall make reasonable efforts to maintain the DBE participation based on commitment levels made in the original proposal. The City must approve in writing the reduction in DBE participation levels.
- C. The Design Professional shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated DBE subcontractor.
- D. Design Professional's failure to maintain DBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

VI. Definitions.

Commercially Useful Function: a Disadvantaged Business Enterprise (DBE) 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 DBE 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 a DBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the DBE firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Specifically, a DBE 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 DBE participation, when in similar transactions in which DBE firms do not participate, there is no such role performed.

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 minorities 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.

VII. 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.

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.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Services Made Available (Form AA61)**
- EE. Summary of Subconsultants Proposals Received (Form AA62)**
- FF. Good Faith Effort List of Subcontractors Solicited (Form AA63)**
- GG. SWRCB Form 4500-2: DBE Subcontractor Participation Form**
- HH. SWRCB Form 4500-3: DBE Subcontractor Performance Form**
- II. SWRCB Form 4500-4: DBE Subcontractor Utilization Form**
- JJ. Disadvantaged Business Enterprise (DBE) Utilization (CASRF Form UR-334)**

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

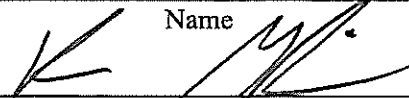
Design Professional Name Rick Engineering Company

Certified By

Kevin Gibson

Name

Title Principal


Signature

Date September 7, 2025

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: Glenn A. Rick Engineering & Development Company

ADA/DBA: Rick Engineering Company

Address (Corporate Headquarters, where applicable): 5620 Friars Road

City: San Diego County: San Diego State: CA Zip: 92064

Telephone Number: 619-291-0707 Fax Number: 619-291-4165

Name of Company CEO: Kai E. Ramer, PE

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

Address: Same as above

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: California Corporation Type of License: _____

The Company has appointed: Kristin Gendron

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: 5620 Friars Road, San Diego, CA 92110

Telephone Number: 619-291-0707 Fax Number: 619-291-4165 Email: kgendron@rickengineering.c

- ☒ 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 Rick Engineering Company

(Firm Name)

San Diego

CA

(County)

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 26th day of April, 2024

Kristin M. Gendron

(Authorized Signature)

Kristin M. Gendron

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Rick Engineering Company

DATE: April 26, 2024

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

COUNTY: San Diego

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

- | | |
|--------------------------------------|---|
| (1) Black 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) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1	2				2	1	14	11		
Professional														
A&E, Science, Computer	3	1	24	9	11	2			2	2	51	30		1
Technical														
Sales														
Administrative Support		1	1	2							1	10		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	2	26	12	13	2	0	0	4	3	66	51	0	1
--------------------	---	---	----	----	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees

183

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. 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**
AirX Utility Surveyors, Inc. 785 E. Mission Rd., Ste 100, San Marcos, CA 92069	Utility Potholing/ Geophysical Utility Locating	7.2%	WBE, SBE	CPUC, CA DGS
Bennett Trenchless Engineers 950 Glenn Dr., Ste 115, Folsom, CA 95630	Trenchless Engineering	4.7%	SB (Micro), OBE	CA DGS
Allied Geotechnical Engineers 9500 Cuyamaca St., Ste 102, Santee, CA 92071	Geotechnical Engineering	4.5%	SLBE, MBE, DBE, SB (Micro)	City SD, CPUC, LA Metro/Caltrans, CA DGS
CityWorks People + Places, Inc. 526 India St., Ste E, San Diego, CA 92101	Community Outreach	2.7%	SLBE, ELBE, DBE, WBE	City SD, Caltrans, CA DGS
Martin & Libby 4452 Glacier Ave., San Diego, CA 92120	Structural Engineering	4.7%	SLBE, ELBE, WBE, DBE, SB(Micro)	City SD, CPUC, Caltrans, CA DGS
Clark Land Resources, Inc 9150 Chesapeake Drive, Ste. 190, San Diego, CA 92123	Right of Entry Permissions	1.6%	WBE, SB/ SB-PW	CPUC, LA Metro, CA DGS
PanGIS, Inc. 8555 Aero Dr., Ste. 101 San Diego, CA 92123	Cultural Resources	4.1%	SLBE, ELBE, WBE, DBE, SB (Micro)	City of SD, CPUC, Caltrans
Schaefer Ecological Solutions 815 Madison Avenue San Diego, CA 92116	Biology/Environmental Permitting	6.5%	SLBE, DBE	City of SD, CPUC
dBf Associates, Inc. 3129 Tiger Run Court, Ste 202, Carlsbad, CA 92010	Noise	0.5%	N/A	N/A
Bluescape Environmental 16870 West Bernardo Drive, Suite 400, San Diego, CA 92127	Air Quality/GHG Emissions	0.8%	SLBE, SB (Micro)	City SD, CA DGS

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 SERVICES MADE AVAILABLE

List items of the Services the Proposer made available to DBE firms. Identify those items of the Services the Proposer might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the percentage of the Estimated Fee. The Proposer must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF SERVICE MADE AVAILABLE	NAICS CODE	PROPOSER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	PERCENTAGE OF ESTIMATED FEE
Engineering Services	541330	Y	Y	7.7%
Geophysical Surveying and Mapping Services	541360	N	N	0%
Testing Laboratories	541380	N	Y	1.5%
Other Specialized Design Services	541490	Y	N	0%
Environmental Consulting Services	541620	N	Y	4.1%
Public Relations Agency	541820	N	Y	2.7%
All Other Professional, Scientific, and Technical Services	541990	N	Y	1.6%
All Other Support Services	561990	N	Y	7.2%

SUMMARY OF SUBCONSULTANT PROPOSALS RECEIVED

Type of Services	NAICS CODES	Company Name	Selected (Y/N)	DBE	Non-DBE	Explanation for not Selecting
All Other Support Services	561990	AirX Utility Surveyors, Inc.	Y	X		
Engineering Services	541330	Allied Geotechnical Engineer, Inc.	Y	X		
Testing Laboratories	541380	Allied Geotechnical Engineer, Inc.	Y	X		
Public Relations Agencies	541820	CityWorks People + Places, Inc.	Y	X		
All Other Professional, Scientific, and Technical Services	541990	Clark Land Resources, Inc.	Y	X		
Engineering Services	541330	Libby Engineers, Inc. (DBA Martin & Libby)	Y	X		
All Other Professional, Scientific, and Technical Services	541990	Schaefer Ecological Solutions	Y	X		
Environmental Consulting Services	541620	PanGIS, Inc.	Y	X		
Engineering Services	541330	Bennett Trenchless Engineers	Y		X	
Environmental Consulting Services	541620	Bluescape Environmental	Y		X	
Environmental Consulting Services	541620	dBf Associates	Y		X	
Public Relations Agencies	541820	Dynamic Preconstruction Services LLC	N	X		Selected a different public relations agency firm
Environmental Consulting Services	541620	Loveless Linton, Inc	N	X		Selected a different environmental consulting firm
Engineering Services	541330	Ninyo & Moore Geotechnical and Environmental	N	X		Selected a different engineering services firm
Geophysical Surveying and Mapping	541360	Ninyo & Moore Geotechnical and Environmental	N	X		Selected a different geophysical surveying and mapping firm
Testing Laboratories	541380	Ninyo & Moore Geotechnical and Environmental	N	X		Selected a different testing laboratories firm
Environmental Consulting Services	541620	Ninyo & Moore Geotechnical and Environmental	N	X		Selected a different environmental consulting firm

USE ADDITIONAL FORMS AS NECESSARY

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
AJ Surveying, Inc.	10957 Canis Lane San Diego, CA 92126	CPUC	12/13/2023	Email	Geophysical Surveying and Mapping (541360)	No
AEI Construction Engineer Consultants, Inc.	2019 David Drive Escondido, CA 92026	Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Aguirre Engineering Inc. (DBA Aguirre & Associates)	8363 Center Drive, Suite 5A La Mesa, CA 91942	Caltrans	12/13/2023	Email	Engineering Services (541330), Geophysical Surveying and Mapping (541360)	No
AirX Utility Surveyors, Inc.	785 E Mission Road Suite 100 San Marcos, CA 92069	CPUC, Caltrans	12/13/2023	Email	All Other Support Services (561990)	Yes
Allied Geotechnical Engineers, Inc.	9500 Cuyamaca Street, Suite 102, Santee, CA 92071	Caltrans	12/13/2023	Email	Engineering Services (541330), Testing Laboratories and Services (541380)	Yes
ARK Engineering	8889 Sparren Way San Diego, CA 92129	Caltrans	12/13/2023	Email	Engineering Services (541330)	No
Beyaz & Patel, Inc. (DBA Beyaz & Patel)	10920 Via Frontera, Suite 210 San Diego, CA 92127	Caltrans	12/13/2023	Email	Engineering Services (541330), Other Specialized Design Services (541490), All Other Professional, Scientific, and Technical Services (541990)	No
Blue Lake Civil	5480 Baltimore Drive, Suite 215 La Mesa, CA 91942	Caltrans	12/13/2023	Email	Engineering Services (541330)	No
The Bodhi Group Inc. (DBA The Bodhi Group)	1076 Broadway, Suite B El Cajon, CA 92021	Caltrans	12/13/2023	Email	Engineering Services (541330)	No
Brown Marketing Strategies (DBA CENTRIC)	1180 Rosecrans Street PMB578, San Diego, CA 92106	CPUC	12/14/2023	Email	Public Relations Agencies (541820)	No
C-Core Ecological Consulting	n/a	CPUC	12/14/2023	Email	Environmental Consulting Services (541620)	No
Chen Ryan Associates, Inc	3900 Fifth Ave, Suite 310 San Diego, CA 92103	CPUC, Caltrans	12/13/2023	Email	Engineering Services (541330)	No
Christine L. Harvey, (DBA Leopold Biological Services)	11160 Portobelo Drive San Diego, CA 92124	CPUC	12/13/2023	Email	Environmental Consulting Services (541620), All Other Professional, Scientific, and Technical Services (541990)	No
CityWorks People + Places, Inc.	1526 India Street, Unit E San Diego, CA 92101	CPUC	12/13/2023	Email	Public Relations Agencies (541820)	Yes
Clark Land Resources. Inc.	9150 Chesapeake Drive, Suite 190, San Diego, CA 92123	CPUC	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	Yes

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Cook & Schmid, LLC	626 Savoy Street San Diego, CA 92106	CPUC	12/13/2023	Email	Public Relations Agencies (541820)	No
CPM Partners, Inc.	535 Encinitas Blvd., Suite 114 Encinitas, CA 92024	Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Datum Environmental Consulting, Inc.	7029 Fern Place Carlsbad, CA 92011	Caltrans	12/13/2023	Email	Environmental Consulting Services (541620)	No
Dehoney Consulting, LLC	n/a	CPUC	12/14/2023	Email	Environmental Consulting Services (541620)	No
Diversified Business Services	7780 Belden Street, Apt. B-1 San Diego, CA 92111	Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Dynamic Preconstruction Services, LLC	2835 Hillisboro Court Carlsbad, CA 92010	Caltrans	12/13/2023	Email	Public Relations Agencies (541820)	Yes
Ekolojik, Inc.	6422 Stanley Avenue San Diego, CA 92115	CPUC, Caltrans	12/13/2023	Email	Engineering Services (541330), Environmental Consulting Services (541620)	No
ETA Consulting, Inc.	3665 Ruffin Road San Diego, CA 92123	CPUC	12/13/2023	Email	Engineering Services (541330), Other Specialized Design Services (541490), All Other Professional, Scientific, and Technical Services (541990)	No
Filtration Energy Solutions, Inc.	17920 Silverton Avenue, Suite J & K, San Diego, CA 92126	Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Focuscom, Inc.	101 W Broadway Suite 1450 San Diego, CA	CPUC	12/13/2023	Email	Public Relations Agencies (541820)	No
Global Environmental Permitting, Inc.	16885 West Bernardo Dr., Suite 105, San Diego, CA 92127	CPUC	12/13/2023	Email	Environmental Consulting Services (541620)	No
Good for Others, LLC	3635 Princeton Avenue San Diego, CA 92117	Caltrans	12/13/2023	Email	Public Relations Agencies (541820)	No
H&P Mobile Geochemistry, Inc.	2470 Impala Drive Carlsbad, CA 92010	Caltrans	12/13/2023	Email	Testing Laboratories and Services (541380)	No
HKM Enterprises, Inc	n/a	CPUC	12/14/2023	Phone	Engineering Services (541330), Testing Laboratories and Services (541380)	No
Integrated Ecosystems Consulting, LLC	2470 Impala Drive Carlsbad, CA 92010	Caltrans	12/13/2023	Email	Environmental Consulting Services (541620)	No

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Integrated Ecosystems Consulting LLC	4445 Eastgate Mall, Suite 200 San Diego, CA 92121	CPUC	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Intesa Communications Group, LLC	2550 5th Avenue, Suite 725 San Diego, CA 92103	Caltrans	12/14/2023	Email	Public Relations Agencies (541820)	No
J Public Relations, Inc.	2341 Fifth Ave San Diego, CA 921011	CPUC	12/14/2023	Email	Public Relations Agencies (541820)	No
JADE Consultants	5575 Lake Park Way, Suite 100-06, La Mesa, CA 91942	Caltrans	12/13/2023	Email	Environmental Consulting Services (541620)	No
Katz & Associates, Inc.	591 Camino De La Reina, Suite 407, San Diego, CA 92108	CPUC	12/13/2023	Email	Public Relations Agencies (541820), All Other Professional, Scientific, and Technical Services (541990)	No
Libby Engineers, Inc., DBA Martin & Libby	4452 Glacier Avenue San Diego, CA 92120	CPUC, Caltrans	12/13/2023	Email	Engineering Services (541330)	Yes
LND Technical Services, LLC	3525 Del Mar Heights Rd # 1837 San Diego, CA 92130	CPUC	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Lopez Engineering, Inc	4295 Gesner Street, Suite 2C San Diego, CA 92117	CPUC	12/13/2023	Email	Engineering Services (541330)	No
Loveless Linton, Inc. (DBA Loveless & Linton Consulting)	1421 W. Lewis Street San Diego, CA 92103	CPUC	12/14/2023	Email	Environmental Consulting Services (541620)	No
Matalon Architecture and Planning, Inc.	888 Prospect Street, Suite 200 La Jolla, CA 92037	Caltrans	12/13/2023	Email	Other Specialized Design Services (541490)	No
Ninyo & Moore Geotechnical and Environmental	5710 Ruffin Road San Diego, CA 92123	CPUC	12/13/2023	Email	Engineering Services (541330), Geophysical Surveying and Mapping Services (541380), Testing Laboratories and Services (541380), Environmental Consulting Services (541620), All Other Professional, Scientific, and Technical Services (541990)	Yes
Nomad Biological, LLC	3547 Starboard Circle Oceanside, CA 92054	Caltrans	12/13/2023	Email	Environmental Consulting Services (541620), All Other Professional, Scientific, and Technical Services (541990)	No
NWB Environmental Services, LLC	3033 Fifth Ave #210, San Diego, CA 92103	CPUC	12/14/2023	Phone	Environmental Consulting Services (541620), All Other Professional, Scientific, and Technical Services (541990)	No
PanGIS, Inc.	6353 El Camino Real, Suite B Carlsbad, CA 92009	CPUC, Caltrans	12/13/2023	Email	Environmental Consulting Services (541620)	Yes
Parterre (DBA LILI O'CONNOR)	1221 Hayes Avenue San Diego, CA 92103	Caltrans	12/13/2023	Email	Other Specialized Design Services (541490)	No

USE ADDITIONAL FORMS AS NECESSARY

**GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED
DISADVANTAGE BUSINESS ENTERPRISE (DBE)**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Service Description	Response (Yes/No)
Proteus Consulting	4087 Alabama Street San Diego, CA 92104	CPUC, Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Reign Source	21913 Long Trot Drive Escondido, CA 92029	Caltrans	12/13/2023	Email	Public Relations Agencies (541820)	No
Ross Engineering Group Inc. (DBA Ross Engineering)	6354 Camino Corto San Diego, CA 92120	CPUC, Caltrans	12/13/2023	Email	Public Relations Agencies (541820)	No
Scatena Daniels Communications, Inc.	5694 Mission Center Rd., #602-310 San Diego, CA 92108	CPUC	12/13/2023	Email	Environmental Consulting Services (541620)	No
Schaefer Ecological Solutions	815 Madison Avenue San Diego, CA 92116	Caltrans	12/13/2023	Email	Public Relations Agencies (541820), All Other Professional, Scientific, and Technical Services (541990)	No
Shier Aviation Corporation	3753 John J Montgomery Dr. San Diego, CA 92123	CPUC	12/14/2023	Email	Engineering Services (541330)	Yes
SLH Communications, LLC	9187 Clairemont Mesa Blvd. San Diego, CA 92123	CPUC	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
Spindrift Archaeological Consulting, LLC (DBA Spindrift Consulting)	8895 Towne Centre Drive, Suite 105248, San Diego, CA 92122	CPUC	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
SRK Engineering, Inc.	2615 Auto Park Way #105 Escondido, CA 92029	Caltrans	12/13/2023	Email	Engineering Services (541330), Testing Laboratories and Services (541380), All Other Professional, Scientific, and Technical Services (541990)	No
Studio Ignis, Inc.	501 W Broadway San Diego, CA 92101	CPUC	12/13/2023	Email	Other Specialized Design Services (541490)	No
Sutra Research (DBA Sutra Research & Analytics, Sutra)	2801 B Street, Suite 180 San Diego, CA 92102	Caltrans	12/13/2023	Email	All Other Professional, Scientific, and Technical Services (541990)	No
T3 Group, Inc.	9655 Granite Ridge Drive, Suite 200, San Diego, CA 92123	CPUC, Caltrans	12/13/2023	Email	Environmental Consulting Services (541620)	No
Teshima Design Group	9903 Business Park Avenue, Suite 101 San Diego, CA 92131	Caltrans	12/13/2023	Email	Other Specialized Design Services (541490)	No
Testing Services & Inspection Inc.	8580 Avenida de la Fuente, Suite K, San Diego, CA 92154	Caltrans	12/13/2023	Email	Testing Laboratories and Services (541380)	No
The Design Academy, Inc.	12851 Camino del Rio S, UNIT 415, San Diego, CA 92108	CPUC	12/13/2023	Email	Other Specialized Design Services (541490)	No

USE ADDITIONAL FORMS AS NECESSARY

USE ADDITIONAL FORMS AS NECESSARY

***Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form***

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name		
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:

Mr. Joe Ochab, DBE Coordinator
 US EPA, Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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Subcontractor Name AirX Utility Surveyors, Inc.		Project Name Design of North Kensington North Storm Drain Replacement	
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Andy Law	
Address 785 E. Mission Rd, Ste 100, San Marcos, CA 92069			
Telephone No. 760-480-2347		Email Address estimating@airxus.com	
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Utility Potholing/Geophysical Utility Locating	\$157,940
DBE Certified By: DOT ☐ SBA ☒ Other:		Meets/exceeds EPA certification standards? YES ☒ NO ☐ Unknown ☐

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I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Jennifer E. Harris
Title	Date
President / CEO	December 11, 2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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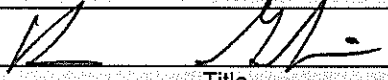
Subcontractor Name Bennett Trenchless Engineers, LLP		Project Name Design of North Kensington North Storm Drain Replace.
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Matthew Wallin
Address 950 Glenn Drive, Suite 115 Folsom, CA 95630		
Telephone No. 916-294-0095		Email Address matthew.wallin@bennetttrenchless.com
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Trenchless Engineering	\$103,055
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☒ Unknown ☐

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Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Matthew S. Wallin
Title	Date
Partner	December 11, 2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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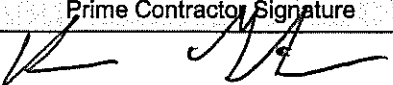
Subcontractor Name Allied Geotechnical Engineers		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Sani Sutanto
Address 9500 Cuyamaca Street, Suite 102, Santee, CA 92071		
Telephone No. (619) 449-5900		Email Address s_sutanto@alliedgoe.org
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Geotechnical Engineering	\$98,495
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☒ NO ☐ Unknown ☐

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Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
<i>Sani Sutanto</i>	Sani Sutanto
Title	Date
Principal	December 11, 2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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Subcontractor Name CityWorks People + Places		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Cathy Smith
Address 1526 India Street, Unit E., San Diego CA, 92101		
Telephone No. 619-238-9091 ext. 112		Email Address Catherine.Smith@cityworks.biz
Prime Contractor Name Rick Engineering Company	Issuing/Funding Entity n/a	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Community Outreach	\$58,180
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☐ Unknown ☒

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Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Laura Warner
Title	Date
CEO	12.11.24

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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Subcontractor Name Martin & Libby		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Jean Libby
Address 4452 Glacier Avenue, San Diego, CA 92120		
Telephone No 619-280-9307		Email Address jlibby@martinandlibby.com
Prime Contractor Name Rick Engineering Company		Issuing/funding Entity n/a

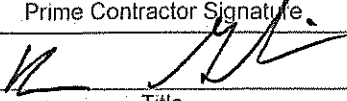
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Structural Engineering	\$103,735
DBE Certified By: DOT ☒ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☒ NO ☐ Unknown ☐

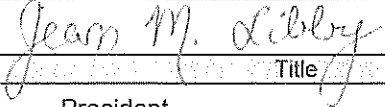
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ATTACHMENT HH

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Jean M. Libby
Title	Date
President	December 11, 2024

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FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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Subcontractor Name Clark Land Resources, Inc.		Project Name Design of North Kensington North Storm Drain Replacement	
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Sue Cope	
Address 9150 Chesapeake Drive, Ste. 190, San Diego, CA 92123			
Telephone No. 760-758-1562		Email Address sue.cope@clarklandresources.com	
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Right of Entry Permissions	\$35,610
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☐ Unknown ☒

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Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Sue Cope
Title	Date
Corporate Secretary/Executive Manager of Administration	December 11, 2024

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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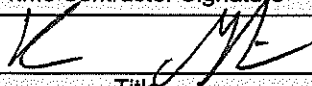
Subcontractor Name PanGIS		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Alice E. Brewster
Address 6353 El Camino Real Suite B Carlsbad, CA 92009		
Telephone No. 760-683-8335		Email Address alice@pangis.com
Prime Contractor Name Rick Engineering Company	Issuing/Funding Entity n/a	

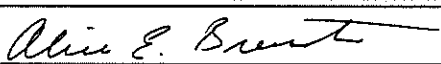
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Cultural Resources	\$90,450
DBE Certified By: DOT ☒ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☐ Unknown ☒

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Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	Alice Brewster
Title	Date
President	12/11/2024

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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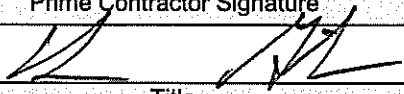
Subcontractor Name Schaefer Ecological Solutions		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Christina Schaefer
Address 815 Madison Avenue, San Diego, CA 92116		
Telephone No. 619-991-8968		Email Address christina@schaeferecology.com
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a

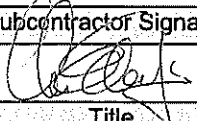
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Biology/Regulatory Permitting	\$141,610
DBE Certified By: DOT ☒ SBA ☐ Other: City of San Diego ELBE		Meets/exceeds EPA certification standards? YES ☒ NO ☐ Unknown ☐

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Prime Contractor Signature 	Print Name
Title	Kevin Gibson
Principal	Date
	December 11, 2024

Subcontractor Signature 	Print Name
Title	Christina Schaefer
President	Date
	December 11, 2024

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

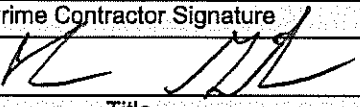
Subcontractor Name dbf Associates		Project Name Design of North Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) n/a	Point of Contact Steven Fiedler
Address 3129 Tiger Run Court, Suite 202, Carlsbad, CA 92010		
Telephone No. 619-609-0712		Email Address sfiedler@dbf-associates.com
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity n/a

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Noise	\$9,900
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☒ Unknown ☐

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature <i>Steven Fiedler</i>	Print Name
	Steven Fiedler
Title	Date
Principal	December 11, 2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name CriticalPath Environmental Services Inc. dba BlueScape Environmental		Project Name Design of North Kensington North Storm Drain Replacement	
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) N/A	Point of Contact James A. Westbrook	
Address 16870 W Bernardo Dr, Ste 400, San Diego, CA 92127			
Telephone No. 858-695-9200		Email Address jwestbrook@bluescapeinc.com	
Prime Contractor Name Rick Engineering Company		Issuing/Funding Entity N/A	

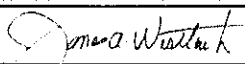
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
TBD	Air Quality/GHG Emissions	\$17,835
DBE Certified By: DOT ☐ SBA ☐ Other:		Meets/exceeds EPA certification standards? YES ☐ NO ☒ Unknown ☐

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Kevin Gibson
Title	Date
Principal	December 11, 2024

Subcontractor Signature	Print Name
	James A. Westbrook
Title	Date
President	12/11/2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Rick Engineering Company	Project Name Design of Kensington North Storm Drain Replacement
Bid / Proposal No. H2326239	Assistance Agreement ID No. (if known) N/A
Point of Contact Nick Dorner, PE	
Address 5620 Friars Road, San Diego, CA 92110	
Telephone No. (619) 291-0707	Email Address ndorner@rickengineering.com
Issuing/Funding Entity N/A	

I have identified potential DBE certified subcontractors. YES ☒ NO ☐
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
AirX Utility Surveyors, Inc.	785 E. Mission Rd., Ste 100, San Marcos, CA 92069	7.2%	Yes
Bennett Trenchless Engineers	950 Glenn Dr., Ste. 115, Folsom, CA 95630	4.7%	No
Allied Geotechnical Engineers	9500 Cuyamaca Street, Ste 102, Santee, CA 92071	4.5%	Yes

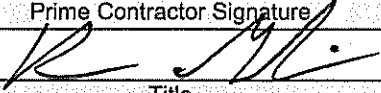
--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

ATTACHMENT II

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name Kevin Gibson, PE
Title Principal	Date 12/11/2024

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
CityWorks People + Places, Inc.	1526 India St., Ste. E, San Diego, CA 9210	2.7%	Yes
Martin & Libby	4452 Glacier Ave., San Diego, CA 92120	4.7%	Yes
Clark Land Resources, Inc	9150 Chesapeake Drive, Ste. 190, San Diego, CA 92123	1.6%	Yes
PanGIS, Inc.	8555 Aero Dr., Ste. 101, San Diego, CA 92123	4.1%	Yes
Schaefer Ecological Solutions	815 Madison Ave., San Diego, CA 92116	6.5%	Yes
dBF Associates, Inc.	3129 Tiger Run Court, Ste. 202, Carlsbad, CA 92010	0.5%	No
Bluescape Environmental	16870 West Bernardo Drive, Suite 400, San Diego, CA 92127	0.8%	No

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

CALIFORNIA STATE REVOLVING FUNDS (CASRF)

FORM UR-334

Email Form UR-334 to:

Questions may be directed to:

Fax: (916) 327-7469

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS**

INSTRUCTIONS FOR COMPLETING FORM UR-334

Box 1 Grant or Financing Agreement Number.

Box 2 Annual reporting period.

Box 3 Enter the dates between which you made procurements under this financing agreement or grant.

Box 4 Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.

Box 5 Enter Recipient's Name and Address.

Box 6 Enter Recipient's Contact Name and Phone Number.

Box 7 Enter details for the DBE purchases only and be sure to limit them to the current period.

- 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor."
- 2) Enter a dollar total for DBE and total the two columns at the bottom of the section.
- 3) Provide the payment date.
- 4) Enter a product type choice from those at the bottom of the page.
- 5) List the vendor name and address in the right-hand column

Box 8 Initial here if no DBE contractors or sub-contractors were paid during this reporting period.

Box 9 Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.

Box 10 This box is for explanatory information or questions.

Box 11 Provide an authorized representative signature.

Box 12 Enter the date form completed.

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: City of San Diego-Engineering & Capital Projects
2. Name of Specific Consultant & Company: Rick Engineering Company
3. Address, City, State, ZIP 5620 Friars Road San Diego, CA 92110
4. Project Title (as shown on 1472, "Request for Council Action") Kensington North Storm Drain Replacement
5. Consultant Duties for Project: Civil Engineering Services

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.**]



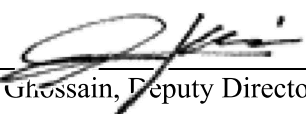
Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -



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

By:


George Ghossain, Deputy Director*

12/16/2024

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.	☐	☐	☐	☐
• All comments and review requests were adequately incorporated into Deliverables.	☐	☐	☐	☐
• The Deliverables were properly formatted and well-coordinated.	☐	☐	☐	☐
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	☐	☐	☐	☐
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• Deliverables prepared in accordance with the agreed upon schedule(s).	☐	☐	☐	☐
• Consultant alerted the City to possible schedule problems well in advance of delays.	☐	☐	☐	☐
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	☐	☐	☐	☐
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	☐	☐	☐	☐
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.	☐	☐	☐	☐
• The Consultant followed direction and chain of responsibility.	☐	☐	☐	☐
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	☐	☐	☐	☐
• The Consultant provided adequate support/attendance during meetings.	☐	☐	☐	☐

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.	☐	☐	☐	☐
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	☐	☐	☐	☐
5. Quality of Construction/Design Support as noted:				
• The drawings/plans reflected existing conditions accurately.	☐	☐	☐	☐
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	☐	☐	☐	☐
• The Consultant provide adequate support for As-Built drawings.	☐	☐	☐	☐
• Change orders due to design deficiencies were kept to a minimum.	☐	☐	☐	☐

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 ☐	Satisfactory ☐	Unsatisfactory ☐
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 ☐ No ☐			
*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:

Design of Kensington North Storm Drain Replacement

Contract Number: H2326239

Proposer: Rick Engineering Company (RICK)

B. BIDDER PROPOSER INFORMATION

<u>Glenn A. Rick Engineering and Development Company</u>		<u>Rick Engineering Company</u>	
<u>Legal Name</u>		<u>DBA</u>	
<u>5620 Friars Road</u>	<u>San Diego</u>	<u>CA</u>	<u>92110</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Kevin Gibson, Principal</u>	<u>(619) 291-0707</u>	<u>N/A</u>	
<u>Contact Person, Title</u>	<u>Phone</u>	<u>Fax</u>	

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.

EXHIBIT G

Edgar Camerino, PE	Principal
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
2% Ownership in Rick Engineering Company	
Interest in the transaction	
Nick Dorner, PE	Associate
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
0.42% Ownership in Rick Engineering Company	
Interest in the transaction	
Brendan Hastie, PE, LEED AP	Principal
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
4.23% Ownership in Rick Engineering Company	
Interest in the transaction	
Shavger Rekani, PE, CFM	Associate
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
0.42% Ownership in Rick Engineering Company	
Interest in the transaction	
Patricia Trauth, PLA, AICP, LEED AP	Principal
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
1.05% Ownership in Rick Engineering Company	
Interest in the transaction	
Brian Stephenson, PE, TE, PTOE	Associate Principal
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
1.05% Ownership in Rick Engineering Company	
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: 9/25/1955 State of incorporation: California

List corporation's current officers:

President: Kai Ramer, PE, TEVice Pres.: Paul J. Iezzi, PESecretary: Tim Gabrielson, PE, LEED APTreasurer: Paul J. Iezzi, PEIs your firm a publicly traded corporation? ☐ Yes ☒ No

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

N/A

☐ **Limited Liability Company**Date formed: mm/dd/yyyy State of formation: _____

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

N/A

☐ **Partnership**Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

N/A☐ **Sole Proprietorship** Date started: mm/dd/yyyy

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:

N/A☐ **Joint Venture** Date formed: mm/dd/yyyy

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

N/A**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.

EXHIBIT G

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: California Bank & Trust

Point of Contact: Robert P. Hulterstom, Senior Vice President

Address: 4320 La Jolla Drive, Suite 130, San Diego, CA 92122

Phone Number: (858) 623-3120

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

EXHIBIT G

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: City of San Diego- Maple Canyon Restoration, Phase 1 & 2

Contact Name and Phone Number: Daniel Yelsits | (619) 533-5215

Contact Email: DYelsits@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: 2018-Ongoing

Contract Amount: \$1,600,000

Requirements of Contract: Civil Engineering, Storm Drain, Stream Rehabilitation services

Company Name: City of San Diego - South Mission Beach Storm Drain and Green Infrastructure

Contact Name and Phone Number: Elham Lotfi | (619) 772-0412

Contact Email: elotfi@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: 2018-Ongoing

Contract Amount: \$1,250,000

Requirements of Contract: Evaluated upsizing, realignment, and replacement of existing storm drain systems, as well as new storm drain systems to connect existing low points

Company Name: City of San Diego - Avenida de la Playa Emergency Storm Drain

Contact Name and Phone Number: Sheila Bose, PE | (619) 533-4698

Contact Email: sbose@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: 2016-2017

Contract Amount: \$845,450

Requirements of Contract: Civil engineering, water resources, project management, and surveying services that responded to a failure of a recently constructed precast culvert

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.

EXHIBIT G

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: AirX Utility Surveyors, Inc.

Contact Name and Phone Number: Jen Harris | (760) 480-2347 x101

Contact Email: estimating@airxus.com

Address: 785 E. Mission Road, Suite 100, San Marcos, CA 92069

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Utility Potholing/Geophysical Utility Locating

What portion of work will be assigned to this subcontractor: 7.2%

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.

EXHIBIT G

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 mm/dd/yyyy

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).

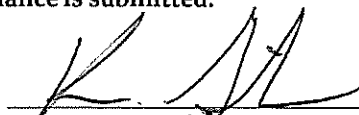
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(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.

Kevin Gibson, Principal
Name and Title


Signature

12/11/2024
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.

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: Bennett Trenchless Engineers

Contact Name and Phone Number: Matthew Wallin | (916) 294-0095

Contact Email: matthew.wallin@bennetttrenchless.com

Address: 950 Glenn Drive, Suite 115, Folsom, CA 95630

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Trenchless Technology

What portion of work will be assigned to this subcontractor: 4.7%

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.

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.

Kevin Gibson, Principal
 Print Name, Title

Signature

12/11/2024
 Date

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

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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: Allied Geotechnical Engineers, Inc.

Contact Name and Phone Number: Sani Sutanto | (619) 449-5900

Contact Email: s_sutanto@alliedgeo.org

Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Geotechnical

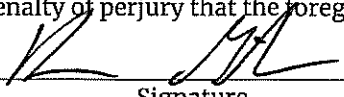
What portion of work will be assigned to this subcontractor: 4.5%

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.

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.

Kevin Gibson, Principal
 Print Name, Title


 Signature

12/11/2024
 Date

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

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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: CityWorks People + Place Inc.

Contact Name and Phone Number: Catherine Smith | (619) 238-9091

Contact Email: Catherine.Smith@cityworks.biz

Address: 1526 India St Suite E, San Diego, CA 92101

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Community Outreach

What portion of work will be assigned to this subcontractor: 2.7%

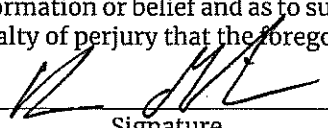
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes ☒ No ☐

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

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.

Kevin Gibson, Principal

 Print Name, Title



 Signature

12/11/2024

 Date

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

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

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: Martin & Libby

Contact Name and Phone Number: Jean Libby | (619) 280-9307

Contact Email: jlibby@libby-lei.com

Address: 4452 Glacier Avenue, San Diego, CA 92120

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Structural Engineering

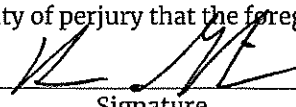
What portion of work will be assigned to this subcontractor: 4.7%

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.

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.

Kevin Gibson, Principal
 Print Name, Title


 Signature

12/11/2024
 Date

City of San Diego
CONTRACTOR STANDARDS
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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: Clark Land Resources, Inc.

Contact Name and Phone Number: Sue Cope | (760) 758-1562

Contact Email: sue.cope@clarklandresources.com

Address: 9150 Chesapeake Drive, Ste. 190, San Diego, CA 92123

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Right of Entry Permissions

What portion of work will be assigned to this subcontractor: 1.6%

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.

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.

Kevin Gibson, Principal
Print Name, Title

Signature

12/11/2024
Date

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

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

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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: PanGIS, Inc.

Contact Name and Phone Number: Annemarie Cox | (760) 613-3948

Contact Email: acox@pangis.com

Address: 6353 El Camino Real Suite B Carlsbad, CA 92009

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Cultural Resources

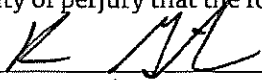
What portion of work will be assigned to this subcontractor: 4.1%

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.

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.

Kevin Gibson, Principal
 Print Name, Title


 Signature

12/11/2024
 Date

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

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

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: Schaefer Ecological Solutions

Contact Name and Phone Number: Christina Schaefer | (619) 991-8968

Contact Email: christina@schaeferecology.com

Address: 815 Madison Ave., San Diego, CA 92116

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Biology/Environmental Permitting

What portion of work will be assigned to this subcontractor: 6.5%

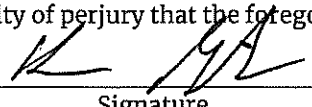
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes ☒ No ☐

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

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.

Kevin Gibson, Principal

Print Name, Title


Signature

12/11/2024

Date

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

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

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: dBF Associates

Contact Name and Phone Number: Steve Fiedler | (619) 609-0712

Contact Email: sfiedler@dbf-associates.com

Address: 3129 Tiger Run Court, Suite 202, Carlsbad, CA 92010

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Noise

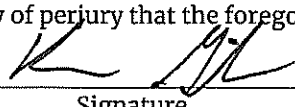
What portion of work will be assigned to this subcontractor: 0.5%

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.

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.

Kevin Gibson, Principal
Print Name, Title


Signature

12/11/2024
Date

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

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

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: Bluescape Environmental

Contact Name and Phone Number: James Westbrook | (858) 695-9200

Contact Email: jwestbrook@bluescapeinc.com

Address: 16870 West Bernardo Drive, Suite 400, San Diego, CA 92127

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Air Quality/GHG Emissions

What portion of work will be assigned to this subcontractor: 0.8%

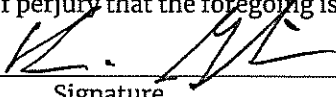
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes ☒ No ☐

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

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.

Kevin Gibson, Principal

Print Name, Title


Signature

12/11/2024

Date

**CALIFORNIA LABOR CODE
EXISTING LAW**

' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, "public works" means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "public works" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.
- (e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.
- (f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

United States Environmental Protection Agency Fund Requirements

The firm contracting with the City (Design Professional) shall comply with all of the following requirements. If there are other provisions in the Agreement that address the same subjects as this Exhibit, Design Professional shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Agreement and this Exhibit, the requirements of this Exhibit shall control in order to preserve the City's eligibility to receive financial assistance.

- I. Debarment and Suspension.** Design Professional certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.
- II. Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Design Professional shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Design Professional shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
- III. CIVIL RIGHTS OBLIGATIONS.** Design Professional shall comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, *et. seq*)
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et. seq*)
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.

IV. Equal Employment Opportunity (EEO). RESERVED

V. Standard Federal Equal Employment Opportunity Construction Contract Specifications. RESERVED

VI. Segregated Facilities. RESERVED.

VII. Disadvantaged Business Enterprises (DBE). The Design Professional must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-programrequirements#sixgoodfaithefforts>.

VIII. American Iron and Steel (AIS) Requirement. RESERVED.

IX. Build America, Buy America (Effective May 14 ,2022) The Design Professional acknowledges to and for the benefit of the City and the USEPA that it understands the goods and services under this Agreement are being funded with federal monies made available by the WIFIA program of the USEPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the Project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the prime contractor pursuant to this Agreement. The Design Professional hereby represents and warrants to and for the benefit of the City and Funding Authority (a) the Design Professional has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the Project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and the Design Professional will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the City or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Design Professional shall permit the City or Funding Authority to recover as damages against the Design Professional any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the owner of any damages resulting from the Design Professional's non-compliance with this section). If the Design Professional has no direct contractual privity with the Funding Authority, as a lender or awardee to the City for the funding of its Project, the City and the Design Professional agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

X. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits USEPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to

EXHIBIT I

procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

XI. Additional Federal Statutes. The Design Professional shall be required to comply with the following federal statutes:

- a) National Environmental Policy Act (NEPA) of 1969/Programmatic Environmental Assessment (PEA)
- b) National Historic Preservation Act (NHPA)
- c) Endangered Species Act (ESA)
- d) Flood Plain Management Executive Order 11988 as amended by Executive Order 13690

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Project Manager of the Local Agency of City of San Diego, and that the consulting firm of Rick Engineering Company, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/16/2024
(Date)

William Meredith
(Signature)

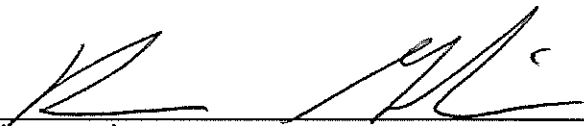
CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal and duly authorized representative of the firm of Rick Engineering Co., whose address is 5620 Friars Rd. San Diego, CA 92110 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the United States Environmental Protection Agency (USEPA) in connection with this Agreement involving participation of USEPA funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/11/24
(Date)


(Signature)

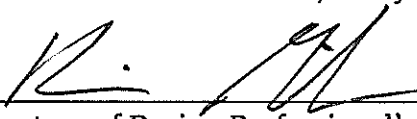
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Design Professional, Rick Engineering Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Design Professional understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



 Signature of Design Professional's Authorized Official

Kevin Gibson, Principal

 Name and Title of Design Professional's Authorized Official

December 11, 2024

 Date

DISCLOSURE OF LOBBYING ACTIVITIES (APPENDIX B, 40 C.F.R. Part 34)**DISCLOSURE OF LOBBYING ACTIVITIES**Approved by OMB
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ promised			13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only.			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

NOT APPLICABLE