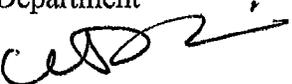


CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
SOLE SOURCE MEMORANDUM

DATE: July 22, 2015
TO: James Nagelvoort, Director, Public Works Department
FROM: Downs Prior, Principal Contract Specialist 
SUBJECT: Sole Source for the San Carlos Library Architectural Design Services

Sole Source Number: PW-SS0023

Dept. Est. Total: \$491,460.00

Vendor: Dominy & Associates

Expiration Date: June 30, 2020

Recommendation: Approve Sole Source

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H156514) with Dominy & Associates for the San Carlos Library Architectural Design Services, is necessary, and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

Dominy and Associates has been the long standing architects involved since 1998 for the San Carlos Library improvement project. This company was originally selected via the City of San Diego's consultant competitive selection process. A sole source request was approved in 2009 for continued architectural services in consideration of Dominy having a long standing involvement on the design of the new San Carlos Library, in addition to a long standing relationship with the community. In 2011, the design services were discontinued, and the contract closed, due to insufficient funds to complete the project.

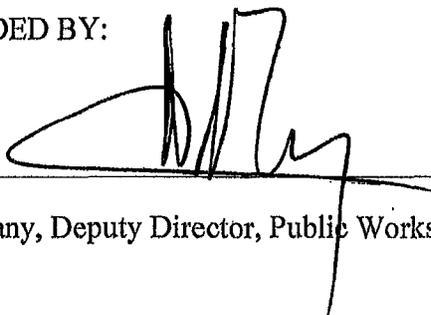
Given the recent availability of funding, the programming and bridging document development can resume for the new San Carlos Library so that it meets the current needs of the Library Department. Since the process involves critical community outreach, and given Dominy's extensive knowledge of community needs and design requirements for the project, it is

for the aforementioned reasons, along with cost savings, project familiarity, and technical insight into the needs of the project, that staff believes a sole source award retaining Dominy & Associates as the Architect of Record for the completion of the programming and bridging document requirements for the San Carlos Library, is in the best interest of the City. Therefore, it is hereby requested that a sole source contract be award to Dominy & Associates for accomplishing said requirement.

AGREEMENT VALUE & DURATION:

The total fee for these services shall not exceed \$491,460.00, and the term of the agreement (H156514) shall not exceed June 30, 2020. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed June 30, 2020, without issuance of a modification to duration of both the agreement and this sole source.

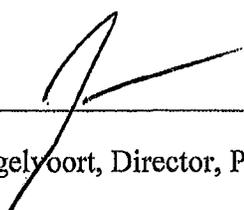
RECOMMENDED BY:



Date: 7/22/15

Albert P. Rechany, Deputy Director, Public Works Contracts

APPROVED BY:



Date: 7/22/15

James Nagelvoort, Director, Public Works Department

- Cc: James Nagelvoort, Director, Public Works Department
Marnell Gibson, Assistant Director, Public Works Department
Mark Nassar, Deputy Director, Public Works Department, AEP
Cynthia Meinhardt, Project Officer II, Public Works – AEP
Nikki Lewis, Associate Civil Engineer, Public Works - AEP
Albert Rechany, Deputy Director, Public Works Contracts
Downs Prior, Principal Contract Specialist, Public Works Contracts

Nikki Lewis
Project Manager, Major Buildings
Architectural, Engineering and Parks
City of San Diego

21 October, 2015

Re: San Carlos Library

As to your inquiry regarding our name:

Our legal name is domusstudio architecture, LLP registered with the Federal Government
We also have a fictitious business name with the State of California - domusstudio architecture
Our firm name has been changed from Dominy + Associates Architects to domusstudio architecture, LLP
We advise that any legal documents, legal filings or payments to use domusstudio architecture, LLP
dba: domusstudio architecture

On January 01, 2001 the ownership of our firm changed from a Sole Proprietor to a Limited Liability Partnership. The primary reason for this change was to allow for transition of ownership of the firm, allowing members of the firm to divest of their ownership and retire, as well as allowing new members to assume ownership positions. At its inception there were (4) Partners; A. Lewis Dominy III, David Pfeifer, John Pyjar and Wayne Holtan. Over the 14.5 years since this change, A. Lewis Dominy III has retired. David Pfeifer, John Pyjar and Wayne Holtan have increased their percentages of ownership, and (2) new Partners have joined in ownership; Jon Dominy and David Keitel. This ownership model allows the continuity of the firm and the services it offers. With the change in ownership, we thought it would be appropriate to also change the name; changing it from a person's name (Dominy) to something more appropriate to the collaborative nature of our work; **domusstudio architecture**.

domus mean 'house' in Latin. We design houses for people, fire fighters, worship and in this case, Books studio is how we work; collectively and in concert with our Clients and each other
architecture is what we do

Sincerely,



David Pfeifer, A.I.A., Principal, LEED AP
domusstudio architecture

CITY OF SAN DIEGO
MEMORANDUM

PW-SS0014

DATE: 3/25/2015
TO: James Nagelvoort, Director, Public Works Department
FROM: Downs Prior, Principal Contract Specialist 
SUBJECT: Sole Source Request — Dominy + Associates Architects for Sole Source Request - San Carlos Library, Amendment No. 1, 3/25/2015

Negotiated Total: \$519,025.00
Dept. Est. Total: \$519,025.00
Vendor: Dominy + Associates Architects
Expiration Date: 4/20/2020
Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H094675) with Dominy + Assoc. for the San Carlos Library bridging documents, is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

***** AMENDMENT No. 1 - 3/25/14 *****

Increase value from \$200,000.00 to \$519,025.00, and extend duration through 4/20/2020. In 2011, the design services were suspended/discontinued due to lack of funding. Recently, the City identified the availability of additional funding for this project. Therefore, the programming and bridging document development can resume/continue on a new San Carlos Library that meets the current needs of the Library Department and community.

ORIGINAL REQUEST:

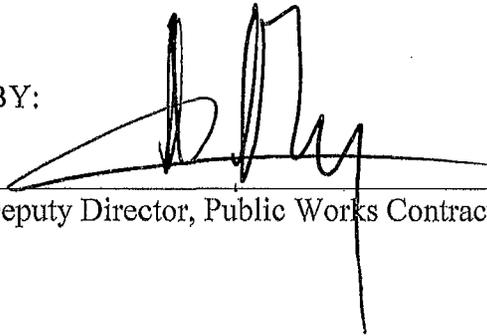
Dominy + Associates Architects (D+AA) have been the long standing architects involved since 1998 for the San Carlos Library improvement project. D+AA began as the selected architectural consultant for the original design services for multiple libraries program. This was to support the requirements of Prop LL for a library improvements bond which was defeated. Subsequently, the City created a new master plan for a "Flagship" library to placed in each Council District, and San Carlos Library was chosen for District 7. D+AA was again selected to perform the necessary design services, and extensive community outreach to support the new program. Funding has been secured, and approvals have been received from DSD, the Disability Inclusion Committee, and the community to proceed with the concept plan. Given the extensive long term involvement of D+AA with the design progression, and critical

CITY OF SAN DIEGO
MEMORANDUM

community outreach efforts for the San Carlos Library project, it is in the City "Best Value" interest for continuity, reduced cost, and schedule requirements, to retain D+AA as the architect firm for the remaining phases for this project.

The total fee for these services shall not exceed \$519,025.00, and the term of the agreement (H094675) shall not exceed April 20, 2020. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed April 20, 2020, without issuance of a modification to the duration of both the agreement and this sole source.

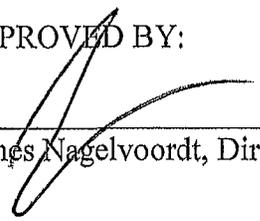
RECOMMENDED BY:



Albert P. Rechany, Deputy Director, Public Works Contracts

3/25/2015
Date

APPROVED BY:



James Nagelvoordt, Director, Public Works Department

3/28/15
Date

ORIGINAL

PHASE FUNDED AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

domusstudio architecture, LLP

FOR

SAN CARLOS LIBRARY BRIDGING DOCUMENTS

CONTRACT NUMBER: H156514

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 | 2 |
| 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 | 3 |
| 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..... | 4 |
| 2.7 | City's Right to Terminate for Default..... | 4 |

**ARTICLE III
COMPENSATION**

| | | |
|------------|---|----------|
| 3.1 | Amount of Compensation | 4 |
| 3.2 | Additional Services | 6 |
| 3.3 | Manner of Payment | 6 |
| 3.4 | Additional Costs..... | 7 |
| 3.5 | Eighty Percent Notification..... | 7 |

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

| | | |
|------------|--|-----------|
| 4.1 | Industry Standards | 7 |
| 4.2 | Right to Audit..... | 7 |
| 4.3 | Insurance | 8 |
| 4.4 | Subcontractors | 10 |
| 4.5 | Contract Records and Reports. | 12 |
| 4.6 | Non-Discrimination Requirements. | 12 |
| 4.7 | Drug-Free Workplace..... | 13 |
| 4.8 | Title 24/Americans with Disabilities Act Requirements | 14 |
| 4.9 | Product Endorsement | 14 |

| | | |
|------|---|----|
| 4.10 | Conflict of Interest..... | 14 |
| 4.11 | Mandatory Assistance.. .. | 15 |
| 4.12 | Compensation for Mandatory Assistance..... | 15 |
| 4.13 | Attorney Fees related to Mandatory Assistance | 15 |
| 4.14 | Energy Conservation Specifications..... | 16 |
| 4.15 | Notification of Increased Construction Cost | 16 |
| 4.16 | Sustainable Building Policy..... | 16 |
| 4.17 | Design-Build Competition Eligibility | 16 |
| 4.18 | Storm Water Management Discharge Control..... | 17 |
| 4.19 | ADA Certification | 17 |
| 4.20 | Prevailing Wage Rates..... | 17 |

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

| | | |
|-----|---|----|
| 6.1 | Indemnification | 19 |
| 6.2 | Design Professional Services Indemnification and Defense..... | 20 |
| 6.3 | Insurance | 20 |
| 6.4 | Enforcement Costs..... | 20 |

**ARTICLE VII
MEDIATION**

| | | |
|-----|--------------------------------------|----|
| 7.1 | Mandatory Non-binding Mediation..... | 20 |
| 7.2 | Mandatory Mediation Costs | 20 |
| 7.3 | Selection of Mediator | 21 |
| 7.4 | Conduct of Mediation Sessions..... | 21 |

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

| | | |
|------|---|----|
| 8.1 | Work For Hire | 21 |
| 8.2. | Rights in Data | 22 |
| 8.3 | Intellectual Property Rights Assignment..... | 22 |
| 8.4 | Moral Rights..... | 22 |
| 8.5 | Subcontracting | 22 |
| 8.6 | Publication Design | 23 |
| 8.7 | Intellectual Property Warranty and Indemnification..... | 23 |
| 8.8 | Enforcement Costs..... | 23 |

**ARTICLE IX
MISCELLANEOUS**

| | | |
|-------------|--|-----------|
| 9.1 | Notices | 23 |
| 9.2 | Headings | 23 |
| 9.3 | Non-Assignment | 23 |
| 9.4 | Independent Contractors | 24 |
| 9.5 | Design Professional and Subcontractor Principals for Professional Services..... | 24 |
| 9.6 | Additional Design Professionals or Contractors..... | 24 |
| 9.7 | Employment of City Staff | 24 |
| 9.8 | Covenants and Conditions | 24 |
| 9.9 | Compliance with Controlling Law | 24 |
| 9.10 | Jurisdiction | 25 |
| 9.11 | Successors in Interest..... | 25 |
| 9.12 | Integration | 25 |
| 9.13 | Counterparts | 25 |
| 9.14 | No Waiver | 25 |
| 9.15 | Severability | 25 |
| 9.16 | Municipal Powers | 25 |
| 9.17 | Drafting Ambiguities | 25 |
| 9.18 | Conflicts Between Terms..... | 25 |
| 9.19 | Design Professional Evaluation | 26 |
| 9.20 | Exhibits Incorporated..... | 26 |
| 9.21 | Survival of Obligations..... | 26 |
| 9.22 | Contractor Standards..... | 26 |
| 9.23 | Equal Benefits Ordinance | 26 |
| 9.24 | Public Records | 26 |

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) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND DOMUSSTUDIO ARCHITECTURE, LLP
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and domusstudio architecture, LLP [Design Professional] for the Design Professional to provide Professional Services to the City for the San Carlos Library (H156514) [Project].

RECITALS

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

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

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

This Agreement will be Phase-Funded with the City financially obligated for only the first Phase of work, all other Phases will need prior City approval before Design Professional begins.

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

**ARTICLE I
DESIGN PROFESSIONAL SERVICES**

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

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

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

City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or April 20, 2020; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$491,460. The compensation for the Scope of Services shall not exceed \$439,125 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$52,335. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

| PHASED FUNDING SCHEDULE | | |
|--------------------------------|---|-----------------------------------|
| <u>Funding Phases</u> | <u>Dates</u> | <u>Total Not to Exceed Amount</u> |
| 1 | From date of execution of Agreement through completion of Phase 1 | \$184,485 |
| 2 | Four months after completion of Phase 1 through completion of Phase 2 | \$262,925 |
| 3 | Fourteen months after completion of Phase 2 through completion of Phase 3 | \$44,050 |
| Total | | \$491,460 |

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City’s obligations and the Design Professional’s obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

- a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.
- b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional’s obligation shall increase only to the extent authorized by the City.
- d. If the Agreement is terminated under Section 2.6 “City’s Right to Terminate for Convenience”, the settlement proposal shall be determined pursuant to procedures

established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

| <u>Funding Phases</u> | <u>Fixed Amount</u> | <u>Not to Exceed Amount for Additional Services</u> | <u>Total Not to Exceed Amount</u> |
|-----------------------|---------------------|---|-----------------------------------|
| 1 | \$169,485 | \$15,000 | \$184,485 |
| 2 | \$225,590 | \$37,335 | \$262,925 |
| 3 | \$44,050 | \$0 | \$44,050 |
| Total | \$439,125 | \$52,335 | \$491,460 |

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

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and 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 Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to 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 architectural firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design Professional.

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

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

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

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

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

4.4 Subcontractors. The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to

prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment 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 fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

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

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

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

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

4.5 Contract 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.prismscompliance.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, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

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

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

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

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as

required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

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

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

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

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

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

interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

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

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees

may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

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

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

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

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

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

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

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

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this 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 such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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.

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. For agreements entered into on or after April 1, 2015, Design Professional and their subconsultants shall 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 their 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 hours a day and forty hours a week, unless all hours worked in excess of 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 8 hours per day and 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. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.20.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Design Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration to the City upon request.

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.

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City),

indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

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

8.6 Publication Design. 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, attorney's fees.

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Works/Engineering Department, c/o Nikki Lewis, MS 908A, 525 B St, Suite 750, San Diego CA 92101, and notice to the Design Professional shall be addressed to: domusstudio architecture, LLP, 2150 West Washington, Suite 303, San Diego CA 92110.

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: David Pfeifer [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 H).

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

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

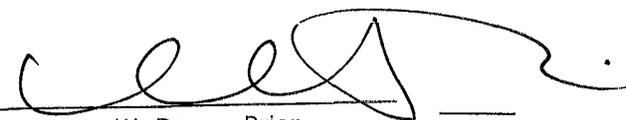
9.24 Public Records. This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit K (Regarding Information Requested under the California Public Records Act).

The remainder of this page has been intentionally left blank.

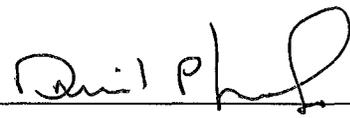
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to domusstudio architecture, LLP' signature authority document.

Dated this 30th day of November, 2015.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind domusstudio architecture, LLP Architects and that I have read all of this Agreement, this 27 day of October, 2015.

By: 
David Pfeifer, Principal

I HEREBY APPROVE the form of the foregoing Agreement this 1st day of December, 2015.

JAN I. GOLDSMITH, City Attorney

By: 
Christina L. Rae

Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

1-1 SCOPE OF SERVICES

1-1.1 Under the general supervision of the City Manager or his designated representatives, Design Professional shall provide professional services for bridging documents for a design/build contract, including, but not necessarily limited to: architectural, geotechnical, structural, civil mechanical, electrical, landscaping, interior design, furniture selection, integrating an artist's services into the project, "Green Building Policy", "Sustainable Building Policy" as outlined in Council Policy 900-14, and other services necessary to complete the Project.

These services will be provided according to City direction and in conformance with all applicable laws, regulations, and codes including the current California Building Code/ Uniform Building Code, California Title 24 Accessibility Standards, and the American with Disabilities Act, Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City (see paragraph 1-1.5).

This includes all amendments and revisions of these standards as adopted by the City.

The use planned for this Project will include construction of a 25,000 square foot, one level Library building, with Community Meeting space, ground level parking, including landscaping and overall site improvements for a 1.518 acre site located at 7265 Jackson Drive, in the City of San Diego.

1-1.2 Design Professional is responsible for the bridging documents for the design/build documents, in accordance with all current applicable laws, regulations and codes.

1-1.3 Design Professional, either personally or through its sub-consultants, shall make any presentations necessary as determined by the City, to City Council, Council Committees, Public Building Review Committee and citizen groups to provide them with information about the Project. Design Professional, either personally or through its sub-consultants, shall also make presentations to any governing or regulatory body or agency for other approvals as may be required. for the purposes of this amendment, the number of these public presentations shall be no more than four (4).

1-1.4 Design Professional shall obtain all necessary soils investigation required for design of the Project. The Design Professional, either personally or through the Soils sub-consultant, shall prepare a statement that may, in the City's discretion, be included in the bidding Documents as to the nature of soils, ground water conditions and any other information concerning the existing conditions of the site. The Design Professional shall have no responsibility regarding the remediation of the soil or identifying or mitigation for any hazardous materials contained in or on the project site.

EXHIBIT A

1-1.5 The professional standards of practice established by the City and referred to in paragraph 1.1 include but are not necessarily limited to, the current versions of the following:

- A) American Public Works Association's/ Associated General Contractors of California's Standard Specifications for Public Works construction with Regional and City Supplements [the Greenbook] and Standard Specifications for Public Works [The Whitebook]
- B) San Diego Regional Standards Committee's WATCH Handbook.
- C) California Department of Transportation's Manual of Traffic controls for construction and Maintenance Work Zones.
- D) California Department of Transportation's Standard Specifications (utilized for work in CalTrans rights-of-ways).
- E) City of San Diego's Standard Drawings.
- F) California Department of Transportation's Standard Plans (utilizes for striping of City streets and work in CalTrans rights-of-ways).
- G) City of San Diego's Drainage Design Manual.
- H) Land Development Manual Storm Water Standards.
- I) City of San Diego's Landscape Technical Manual produced by the Planning Department.
- J) City of San Diego's Consultant's Guide to Park Design produced by the Park & Recreation Department.
- K) City of San Diego's Street Design Manual.
- L) City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.
- M) Land Development Code/ San Diego Municipal Code.
- N) Green Building and Sustainable Building Policy 900-14, dated May 20, 2003.
- O) City of San Diego Building Maintenance Guide
- P) City of San Diego Standard Drawings
- Q) Current Building Code and modifications adopted by the City of San Diego

1-1.6 Design Professional shall comply with City Engineering drafting standards, as outlined in the City of San Diego's Manual of Preparation Land Development and Public Improvement Plans, in order to ensure good quality microfilm prints. The Design Professional shall check with Development Services Plan Check Section for amendments to the most recent version of the manual. Design Professional shall present on a separate "D" sheet, Public Improvements located in the Public Right of Way with all detailing and drafting standards conforming with the "Manual for the Preparation of Land Development and Public Improvements Plans", signed by a licensed Civil Engineer. Plans will be developed utilizing Revit, B.I.M. software. These are bridging documents so the level of detail contained within the model will be commensurate with a +/- 35% complete set of documents that could be developed to a Level of Design (L.O.D.) of 300."

1-1.7 Disabled Access Requirements – Design Professional shall design the project to comply with the ADA and Title 24 Disabled Access Requirements.

1-2 PROJECT DELIVERABLES

Phased scope: the scope of services broken down by phases shall be as designated below;

PHASE 1: Program and Basis of Design Development and Schematic design and shall include scope defined in the following:

- A. 1-2-2 Programming and Basis of Design section, including:
 - a. 1-7.2.1 Basis of Design
 - b. 1-7.3.1 Civil Engineering Basis of Design:
 - c. 1-7.4.1 Landscape Architecture Basis of Design
 - d. 1-7.5.1 Structural Engineering Basis of Design
 - e. 1-7.6.1 Mechanical, Electrical and Plumbing Engineering Basis of Design
 - f. 1-7.8.1 Geotechnical Engineering Basis of Design
 - g. 1-7.9.1 Cost Estimating Basis of Design

- B. Schematic design section including:
 - a. 1-7.1.2 Architectural scope Schematic Design Section
 - b. 1-7.3.2 Civil Engineering Schematic Design
 - c. 1-7.4.2 Landscape Architecture Schematic Design
 - d. 1-7.5.2 Structural Engineering Schematic Design
 - e. 1-7.5.2 Mechanical, Electrical and Plumbing Engineering Schematic Design
 - f. 1-7.9.2 Cost Estimating Schematic Design

PHASE 2: Design development take schematic design to 30% design, creating a bridging document for the Design/build delivery method and shall include scope defined in the following:

- a. 1-7.2.3 Architectural scope Bridging Documents
- b. 1-7.3.3 Civil Engineering Bridging Documents
- c. 1-7.4.3 Landscape Architecture Bridging Documents
- d. 1-7.5.3 Structural Engineering Bridging Documents
- e. 1-7.5.3 Mechanical, Electrical and Plumbing Engineering Bridging Documents
- f. 1-7.7.1 Interior Design Materials, Character and Finishes
- g. 1-7.7.2 Interior Design Interior Furnishings Design Services
- h. 1-7.8.3 Geotechnical Engineering Bridging Documents
- i. 1-7.9.2 Cost Estimating Schematic Design

PHASE 3: Construction administration and Design build construction document review and shall include scope defined in the following:

- a. 1-7.2.4 Architectural scope Construction Document Review
- b. 1-7.2.5 Construction Administration

- c. 1-7.3.4 Civil Engineering Construction Document Review
- d. 1-7.3.5 Civil Engineering Construction Administration
- e. 1-7.4.4 Landscape Architecture Construction Document Review
- f. 1-7.4.5 Landscape Architecture Construction Administration
- g. 1-7.5.4 Structural Engineering Construction Document Review
- h. 1-7.5.5 Structural Engineering Construction Administration
- i. 1-7.5.4 Mechanical, Electrical and Plumbing Engineering Construction Document Review
- j. 1-7.5.5 Mechanical, Electrical and Plumbing Engineering Construction Administration

1.2.1 CONTRACT DOCUMENTS

1-2.1.1 The Design Professional shall design and prepare Documents for this Project.

1-2.1.2 Drawings shall be prepared by the Design Professional in accordance with the City's most current drawing format as outlined in the City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.

1-2.1.3 Specifications shall be typewritten face, using the latest version of Microsoft Word or equivalent utilizing CSI format. Greenbook format may be used or referenced for Public R.O.W. Work. It is understood that to the greatest extent possible, custom and proprietary specifications will be avoided, unless necessary due to a project specific design or technical requirement. City will coordinate with and provide Design Professional with specifications for specific items where standardization with Citywide operations is required."

1-2.1.4 Any computer programs used for hydraulic calculations shall be IBM PC compatible.

1-2.2 PROGRAMMING AND BASIS OF DESIGN

1-2.2.1 Design Professional shall consult with the City to ascertain the programmatic requirements and operational needs analysis for the project in coordination with the City's Engineering & Capital Projects Department. Programming studies shall include the evaluation of a sample program provided by the City and the Design Professional will update, pro-rate, apportion or otherwise mathematically adjust the program values and quantities to conform to the requirements of this project. The identified uses, operational areas, and operational models will be reviewed and evaluated with the City. Based upon this evaluation, the Design Professional shall update the project program and publish an archival written document for inclusion in the Basis of Design and subsequent bid documents.

1-2.2.2 Based upon the approved Project Program, the Design Professional and their Sub-Design Professional team shall prepare a Basis of Design that described the parameters, codes, restrictions, limitations and other criteria under which the project shall be designed to. There

shall be section in the Basis of Design that addresses the parameters specific to the following areas:

- A) Architectural Design
- B) Civil Engineering
- C) Landscape Architecture
- D) Structural Engineering
- E) Geotechnical Engineering / Report
- F) Mechanical Engineering
- G) Plumbing Design
- H) Electrical Engineering / Lighting Criteria
- I) LEED / Sustainable Energy Policies
- J) Interior Design
- K) Public Art Strategies
- L) Basic CA Building Code analysis identifying Occupancy, Building Const. Type and Egress
- M) Basic Zoning Analysis identifying setbacks, build height, F.A.R. and other requirements

1-2.3 SCHEMATIC DESIGN

In this phase, the Design Professional with the owner, ascertains the requirements of the project and prepares schematic design studies consisting of drawings and other documents illustrating components for approval by the City/ Owner

1-2.3.1 Design Professional shall consult with the City to ascertain requirements of the Project including operational needs analysis in coordination with the City's Engineering & Capital Projects Department. Schematic Design studies shall include, but not be limited to the following:

- a) Site plan, with diagrammatic indications showing relationships of Project components, including traffic circulation and landscaping.
- b) Sketches, with sufficient detail to illustrate the scale and location of Project components.
- c) Floor plans showing sufficient cross-sections to illustrate the scale and relationship of building components, exterior elevations and exterior colors and textures.
- d) Analysis of parameters affecting design and construction for each alternate considered.
- e) Description and recommendation for structural, mechanical, and electrical systems, showing alternatives considered.
- f) Probable construction costs for the base Project and all additive alternates considered.
- g) Summary of Project requirements and a recommendation.

1-2.3.2 City approval of the Schematic Design Documents is a condition precedent to authorization to proceed with subsequent phases of the Project.

1-2.3.3 Design Professional shall coordinate with the City to determine the theme and scope of the proposed artwork, which the Design Professional shall include in the Design Studies.

1-2.3.4 Green Building Design. The Project design and construction shall comply with the City Council Green Building Policy 900-14 [Exhibit G]. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 22.51 percent below the then current Title 24 standards. The Architectural Design Professional shall work with the Mechanical, Electrical, Plumbing, Civil Engineers and other Design Professionals to achieve points towards LEED level Silver Certification for the project. Design Professionals shall employ as part of his contract, the "LEED Accredited Professional" as noted in the "LEED Green Building Rating System Scorecard" published by the US Green Building Council. The Architectural Design Professional shall aid in the assembly and hiring of the following:

1. Design Professional shall compile a LEEDv4 Scorecard showing a reasonable and attainable path, within the guidelines and parameters of the project, towards attaining the required number of points to attain a Silver Level of Accreditation.
2. It is understood that the LEED Coordinator is not part of the Bridging Team, nor hired by the City. The LEED Coordinator shall be employed as part of the selected Design Build entity's team. The LEED Coordinator coordinates registering the project, educates design team and owner, performs application process, obtains certification, and coordinates with "Third Party Commissioning Authority", provides technical support, assembles the documentation submittal and follows through with the USGBC review and final certification documentation. It is within the City's authority to assign the responsibility for the hiring of the LEED Coordinator to the Design Build Entity as part of the bidding and project requirements.

1-2.3.5 Hazardous Materials.

If any asbestos or hazardous or toxic materials are discovered on or about the project site, or if it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of the services under this Agreement, the Design Professional shall have the option, and without any liability, to suspend the performance of the services until the Client or the Client's contractors remove such asbestos or hazardous or toxic materials and certify that the project site is in complete compliance with all applicable laws and regulations. The City may also hire a separate Design Professional to prepare a hazardous materials survey and recommendations for proper and lawful remediation and/or removal. The scope, performance and liability for these services shall be completely outside of the scope of this agreement. It is understood that the site soil will be clean of any contaminants and that there will be a clearance from the County Department of Health for the remediation of the site.

1-2.4 DESIGN DEVELOPMENT

In this phase the Design Professional prepares (from the approved schematic design studies, for approval from the City) the design development documents consisting of drawings and other

EXHIBIT A

documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1-2.4.1 Design Professional shall prepare from the approved Schematic Design Documents, for approval by the City, Bridging Documents (at least 30% of the full working drawing set), including prescriptive specifications to fix and describe the size and character of the entire Project including the involvement of the Artist, based on approved Schematic Design studies, for approval by the City. These documents shall contain, as a minimum, the following:

a) Site plan, indicating the immediate surrounding development around the site nature and relational location, via dimensions, of all proposed Project components. Traffic circulation and landscaping should also be indicated at this stage. Design Professional's efforts are to include information, review and gather, capture the community vision, Library Department Building Program, Conceptual Design of Library, Design Development including civil, structural, plumbing/ mechanical, electrical, interior design and landscaping design.

b) Plans, elevations, cross/longitudinal sections, details, and notes as required fixing and describing the Project as to architectural, mechanical and electrical systems, and a space plan showing furniture layouts, interior and exterior materials.

c) Proposed door, window and finish schedules showing basic materials, sizes and systems.

d) Technical "Special Provisions" section of the Specifications: prescribing the work.

e) Outline of Specifications prepared in accordance with the latest recommended format of the Construction Specification Institute or in Greenbook format.

f) Probable Project Construction Costs, for each component of the Project being considered in this phase.

g) The Design Professional's responsibility to obtain/ research the necessary information from the San Diego Municipal Code/Land Development Code for the project design's compliance with the current development regulations.

h) Design Professional shall revise Design Documents to incorporate comments received from the City-wide plan check.

i) Design Professional shall include to the greatest extent possible, mechanical and electric elements of San Diego Gas & Electric's New Construction Incentive Program in order to maximize the City's and Design team's cash incentive.

j) Architect shall provide display color and material boards for visualization of the design concept and execution.

k) Design Professional is to work with City Departments to compile the required documentation for CEQA, NEPA, EID, Negative Declaration or Mitigated Negative Declaration for the project.

EXHIBIT A

It is understood that these reports, documents and studies, if required, will be prepared by City staff or other Design Professionals and that the Design Professionals obligations under this requirement will be to support and provide pertinent information from their contracted scope.

l) Provide documentation regarding the libraries energy conservation attributes and use of sustainable materials to reduce overall energy consumption and operating costs, and to work toward an overall Silver Certification LEED rating as described by the U.S. Green Buildings Council. Also provide documentation regarding the City's renewable energy technologies.

m) Provide and coordinate geotechnical reports and investigations regarding soil conditions, design requirements, seismic activity and liquefaction or excessive ground water issues.

n) The Design Professional shall investigate and size utility connections for the new facility, showing the existing location of utilities on the site, in the public right of way, new utility laterals, including site drainage and obtaining the services of all utilities required by the Project. Design Professional shall contact and coordinate with utility providers and/ or regulatory agencies, in order to confirm that the proposed design can be supported by the providers and the locations, proposed points of connection and sizes are feasible with the proposed layout. This scope will include both wet (sewer, water, storm drain) and dry (gas, power, MPOE, data, telecommunication) utilities.

o) Architect shall attend a maximum of 2 – meetings (2-hours each) during bidding. Architect and/ or Design Professional team members shall respond to RFI's related to Bridging Documents.

p) Design Professional shall provide "Bridging Documents", defining project requirements. The design-build contractor assumes responsibilities for the details of construction technologies. The Design Professional shall leave as much of the final construction technology as possible up to the design-build contractor. Design Professional shall provide wide latitude for the design-build contractor's team, outside of the City's project's requirements, to find ways to save time and money but should not leave bidders guessing about requirements that are essential to the owner and to the project. Several contract provisions are important to the City including and not limited to the following:

- Define requirements for the construction documents to be produced by the design-build contractor; Stipulate that they must comply with the intent and requirements for the contract documents; and include a schedule for production of construction documents and establish milestone reviews.

- Design Professional shall assist City personnel in submitting the design to regulatory agencies having jurisdiction over the Project for preliminary review of the project design. The Design Professional shall review the preliminary design with Development Services Department staff, perhaps in a Preliminary Review, to confirm that the concept is within the allowable development regulations of the underlying zoning.

- Provide a proposed construction schedule, Prescriptive Specifications, Probable project construction costs for each component of the Project being considered in this phase.

- The Design Professional's responsibility, with assistance from the City, is to obtain/ research the necessary information from City records regarding existing site information, property records, existing conditions, existing building records, environmental conditions, and existing utilities and improvements located on the site, in order to carry out his design and obtain regulatory approvals. The City will furnish information about the site such as available title reports, property appraisals, and other property records available from the City Real Estate Assets Department. The Design Professional shall research in the DSD Records Section, any micro fished records about available on the existing site. City staff will make available any survey information they have on the existing site.
- The Design Professional's responsibility to obtain/ research the necessary information from the San Diego Municipal Code/ Land Development Code for the project design's compliance with the current development regulations.
- Design Professional shall provide notes and direction of bridging documents to design-built team, of important issues regarding the site, the overall construction document design, existing utilities and property information that are important to the construction documents, including required design or construction phasing for the project, submission requirements, environmentally sensitive areas, MND requirements, special permitting requirements, special construction drawings phasing or formatting requirements, overall and interior design requirements, special submission requirements, and any special considerations that are important to the design/ construction of the project that is already known or could be ascertained at this level of the design. Design Professional shall aid in the general administration of the Project by the City for development of the Project including the advisory review of the construction documents as they develop (50% and 90% completeness) for general compliance with the City's contract requirements. Architect shall conduct periodic site inspections and participate in site meetings as requested by the City, to determine that the Project has been constructed in accordance with the design/ build bridging documents. Architect shall attend job site meetings (maximum 1-per month – 4 hours per meeting based upon 14 month construction schedule) and will assess project change orders, value engineering proposals, shop drawings and construction changes for compliance with design intent at such meetings.

1-5 SCHEDULES FOR DOCUMENT DELIVERY: See Time Schedule, Exhibit –C.

1-6 PROGRESS PAYMENTS

1-6.1 Upon City request, all services during the design/ build bidding, construction documentation and construction phases, shall be billed on an hourly basis per the attached compensation schedules for each Design Professional provided in Exhibit-B. Any additional services requested by the City shall be billed hourly against the Additional Service Allowance identified in Exhibit-B.

1-7 DETAILED SCOPES OF SERVICES

| Proposed Team: | | |
|--------------------------|--------------------------|------------------|
| Discipline | Firm | Scope Definition |
| Architect: | domusstudio architecture | 1-7.1, 1-7.2 |
| Civil Engineering | RBF Consulting | 1-7.3 |
| Landscape Architecture | Deneen Powell Atelier | 1-7.4 |
| Structural Engineering | Martin & Libby | 1-7.5 |
| M / E / P Engineering | Elen Consulting | 1-7.6 |
| Interior Design | richard + bauer | 1-7.7 |
| Geotechnical Engineering | Ninyo and Moore | 1-7.8 |
| Cost Estimating | O'Connor CM | 1-7.9 |

1-7.1 Programming

1-7.1.1 Basis of Design

A) Design Professional shall consult with the City to ascertain the programmatic requirements and operational needs analysis for the project in coordination with the City's Engineering & Capital Projects Department. Programming studies shall include the evaluation of a sample program provided by the City and the Design Professional will update, pro-rate, apportion or otherwise mathematically adjust the program values and quantities to conform to the requirements of this project. The identified uses, operational areas, and operational models will be reviewed and evaluated with the City. Based upon this evaluation, the Design Professional shall update the project program and publish an archival written document for inclusion in the Basis of Design and subsequent bid documents.

1-7.1.2 Schematic Design

A) The program document will be updated, as required, to reflect any modifications required as a result of the decisions and refinements agreed upon by the design team and City through the process of developing the bridging documents

1-7.1.3 Bridging Documents

A) The program document will be updated, as required, to reflect any modifications required as a result of the decisions and refinements agreed upon by the design team and City through the process of developing the bridging documents

1-7.2 Architecture

1-7.2.1 Basis of Design

A) The Design Professional will prepare a basis of design narrative that describes the design intent, aesthetic character, size and other defining parameters for the project. The areas of definition of the project shall include:

1. Description of existing site and conditions

2. A project description of size, configuration and other quantification
3. A narrative about the program and programming process
4. Applicable codes and ordinances
5. Summary of geotechnical recommendations
6. Required approvals
7. Input from community
8. Building Design Concept
9. Input from Disability Inclusion Group
10. LEED goals
11. Construction and delivery model
12. Building Technology
13. Public Art

1-7.2.2 Schematic Design

- A) The Design Professional shall develop a schematic design for the project based upon the approved program and basis of design. This design shall be developed collectively with input from the City at up to (3) interactive design meetings.
- B) The developed schematic design shall be used as a basis for the development of the other sub-consultant engineering and design scopes listed below.
- C) The architectural schematic design documents shall include a site plan, floor plan, roof/terrace plan, exterior elevations, cross sections and possibly enlarged plans or sketched details to clarify areas needing additional refinement. The intent of these documents is to clarify and identify:
 - Level of work to provide the defined aesthetic intent
 - Exterior signage elements
 - Limits of windows, skylights and other day lighting elements
 - Requirements for hardware
 - Elevator requirements
 - Transportation, parking and accessibility to site
- D) The Design Professional shall prepare a submittal to the department of development services for a preliminary review to confirm the conclusions defined in 2007 that the project is consistent with the underlying zoning and that a discretionary review and approval is not required. If a discretionary approval is required, the services associated with preparing an application package, submittal and processing are not included in this scope and will be an additional service to this agreement.
- E) The Design Professional will submit a document package to and attend (1) review with the Disability Inclusion Group (or a similarly chartered advisory committee for the City) to review the schematic design for consistency with title 24, ADA and city mandated accessibility requirements.
- F) The Design Professional will conduct (1) public presentation of the project to the community.

1-7.2.3 Bridging Documents

- A) The Design Professional shall develop bridging documents for the project based upon the approved schematic design and input received from the community and the disability

inclusion group. This design shall be developed and refined collectively with input from the City at up to (3) interactive design meetings.

B) The developed bridging documents shall be used as a basis for the development of the other sub-consultant engineering and design scopes listed below.

C) The architectural schematic design documents shall include a site plan, floor plan, roof/terrace plan, exterior elevations, cross sections, Key wall sections at larger scale, enlarged plans or sketched details to clarify areas needing additional refinement, interior elevations, material callouts, and outline specifications.

D) The Design Professional will conduct (1) public presentation of the project to the community.

1-7.2.4 Construction Document Review

A) The Design Professional shall provide 1 review of the construction documents prepared by the design build team at the 50% and 100% completion levels and provide review comments as they relate to conformance with the RFP. This also includes a maximum of 12 hours for meetings and consultation

1-7.2.5 Construction Administration (Consulting Assistance to clarify bridging document scope and intent)

A) Design Professional shall provide support to review submittals and address RFI's which come back to Bridging document Team.

B) The Design Professional will attend (1) construction meeting per month for (15) months for a maximum of 4 hours for each meeting. The purpose of these services will be to observe the construction for conformance and consistency with the bid documents and offer any interpretations of opinions to assist the design build team in the completion of the project in conformance with the intent of the bridging documents.

1-7.3 Civil Engineering

1-7.3.1 Basis of Design:

A) Design Professional will prepare a Basis of Design (BOD) that describes the permits and approvals that will be required as well as agencies that will require approval. The BOD shall address hydrology, water quality, sewer, water, fire, and storm drain requirements. The BOD will also address fire access and public improvements needed on adjacent streets

1-7.3.2 Schematic Design

A) The Design Professional shall conduct research with the City of San Diego and utility providers for record drawings for improvements and utilities.

B) The Design Professional shall prepare a topographic survey at 1 foot intervals. This survey will include visible natural and manmade features. This task will include supplemental topography field verified, control and a boundary survey.

C) The Design Professional will prepare (2) preliminary grading studies as part of the design effort

D) The Design Professional will prepare a schematic demolition plan

- E) The Design Professional will prepare a schematic grading plan showing the proposed project grading, earthwork, retaining wall heights and permanent BMP's.
- F) The Design Professional will prepare a schematic utility plan showing the proposed sewer, domestic water fire water and storm drain improvements.
- G) The Design Professional will prepare a schematic improvement plans for the Jackson and Golfcrest frontages
- H) The Design Professional will prepare a preliminary drainage study for the private storm drain system for the project.
- I) The Design Professional will prepare a Water Quality Technical Report for the project.

1-7.3.3 Bridging Documents

- A) The Design Professional will prepare a plan depicting the existing conditions to describe all structures, utilities, topography, and property boundary and encumbrances that exist on the property.
- B) The Design Professional shall update the SD level demolition plan to describe the limits of demolition and any items to be salvaged and protected.
- C) The Design Professional shall prepare and RFP level grading plan to show the limits of grading, proposed contours, and limits of R&R. Preliminary earthwork quantities will be prepared and shared with the City but not shown on the Bridging Documents. The D/B entities will need to independently determine these quantities.
- D) The Design Professional shall provide utility point of connection for sewer, domestic water, fire water, and storm drain.
- E) The Design Professional shall prepare a plan showing fire service and hydrant locations, fire lanes and access. This plan shall be reviewed with the fire marshal.

1-7.3.4 Construction Document Review

- A) The Design Professional shall provide 1 review of the construction documents by the design build team and provide review comments as they relate to conformance with the RFP. This also includes a maximum of 12 hours for meetings and consultation

1-7.3.5 Construction Administration

- A) Design Professional shall provide support to review submittals and address RFI's which come back to Bridging document Team. This also includes a maximum of 12 hours for meetings and consultation

1-7.4 Landscape Architecture

1-7.4.1 Basis of Design

- A) Design Professional will prepare a Basis of Design (BOD) that describes the goals for landscaping and paved areas of the project, ideas about outdoor use areas and programs and the design style for the proposed landscaping.

1-7.4.2 Schematic Design

- A) The Design Professional will prepare a preliminary landscape plan at 1"=20'-0" that will depict the proposed landscaping and hard-scape features including foundation

planting, pedestrian entries, interior plazas, parking area planting, pedestrian walkway areas, accent features, planters and other site amenities including furniture.

B) The Design Professional will prepare (2) additional larger scale partial plans, elevations or sections showing additional detail in areas such as plaza, courtyard, entry or street elevation.

1-7.4.3 Bridging Documents

A) The Design Professional will prepare a more developed plan at 1/8"=1'-0" that will show more detail, hard-scape callouts, and notes.

B) The Design Professional will prepare sketch level details to demonstrate hard-scape details.

C) Plant material groupings will be noted with proposed species, size and spacing.

D) Specifications will be provided for the landscape, paving and irrigation systems and materials.

E) Irrigation meter and backflow locations will be shown on the plans.

1-7.4.4 Construction Document Review

A) The Design Professional shall provide 1 review each of the 50% and 100% construction documents by the design build team and provide review comments as they relate to conformance with the RFP.

1-7.4.5 Construction Administration

A) The Design Professional shall provide up to (3) site visits or meetings during the construction period to observe the construction compliance with the aesthetic intent on the bridging documents.

1-7.5 Structural Engineering

1-7.5.1 Basis of Design

A) the Design Professional will prepare a basis of design for the structural engineering portion of the project that will outline the underlying design criteria, standards and codes that the design will be designed to meet. These will include specific code references and loading criteria for seismic zone, floors, roof terrace and roof elements.

Additionally, bearing values identified in the geotechnical report shall be interpreted into design criteria for the building foundations and other systems. There will also be some discussion about potential vertical and lateral load resistant systems, given the nature of the design concept.

1-7.5.2 Schematic Design

A) The Design Professional will prepare schematic design documents consisting of foundation and framing plans, preliminary calculations and notes describing the type, scope and intent of the structural system. If any special features are developed within the design, the structural engineering requirements for these individual elements will be identified and defined.

1-7.5.3 Bridging Documents

A) The Design Professional will prepare bridging documents developing the schematic structural design consisting of plans, calculations, notes, preliminary specifications and bid requirements and an updates structural project summary. If any special features are developed within the design, the structural engineering requirements for these individual elements will be identified and defined.

1-7.5.4 Construction Document Review

A) The Design Professional will provide construction document review assistance to the design build team consisting of review of their construction documents at the 50% and 100% completion for conformance with the bid documents.

1-7.5.5 Construction Administration

A) The Design Professional will provide construction consulting assistance to the design build team consisting of review of submittals, and RFI's pertaining to the intent of the Bridging documents for conformance with the bid documents.

1-7.6 Mechanical, Electrical and Plumbing Engineering

1-7.6.1 Basis of Design

- A) Identify applicable codes, guidelines and standards
- B) Identify environmental standards
- C) Identify system operations parameters and operational goals
- D) Identify gross system sizing, loading, efficiency and performance characteristics

1-7.6.2 Schematic Design

- A) Perform field investigations and coordinate with utility companies for electrical, communication and gas services for new building.
- B) Meet with the owner to discuss specific requirements and preferences for MEP systems.
- C) Develop alternatives for HVAC, electrical and communication systems and present it to the owner.
- D) Develop Schematic Design documents including concept plans and narrative based on the owner selected alternatives. The Schematic Design will include general description and arrangement of basic MEP equipment.
- E) Perform conceptual energy modeling and determine energy goals for the project.
- F) Assist with conceptual LEED check list.

1-7.6.3 Bridging Documents

- A) Assist the owner with completing application for electrical, communication and gas utility services.
- B) Develop set of Bridging Documents including plans, narrative and outline specifications for MEP systems.
- C) The Bridging Documents will correspond to Design Development level of completeness and will include location and type of devices, HVAC System Configuration and Equipment parameters, Lighting Fixtures Schedule and basic single line and riser diagrams. It is understood that to the greatest extent possible, light fixtures shall be

standardized and readily available and the use of custom fixtures will be avoided unless necessary for a specific design or functional intent.

- D) Perform preliminary energy modeling and confirm energy goals for the project.
- E) Assist with preliminary LEED check list and define MEP LEED credits to be achieved by the project.
- F) Coordinate with SDG&E Saving by Design Program and establish project goals.

1-7.6.4 Construction Document Review

- A) Review Construction Documents prepared by Design-Build Contractor.
- B) Review design options proposed by Design-Build Contractor.
- C) Answer RFIs and provide clarifications of Bridging Documents.

1-7.6.5 Construction Administration

- A) Review equipment Submittals and Shop Drawings prepared by Design- Build Contractor on compliance with Bridging Documents.
- B) Perform Construction observation to confirm compliance with Bridging Documents including (2) site visits.
- C) Answer Contractors' RFIs.

1-7.7 Interior Design

1-7.7.1 Materials, Character and Finishes

- A) Attend team meetings to review design directives, facility standards, and schedule and budget requirements for facility. Assist the architectural design team in the development of the Interior space plan for the project.
- B) Participate in a library space planning workshop.
- C) Develop the Interior Design response to reflect the established concept set forth Architectural concept. This development will be highly ordered to best complete the interiors in all major public spaces to include the entry sequence, open offices, corridor pathways, interaction spaces, collection space, children's area and young adult spaces and common space.
- D) Participate in team engineering work sessions to include MP&E and to work with consulting electrical engineer to appropriately address the lighting design.
- E) Facilitate an informative interior design presentation exhibiting proposed finishes and details related to the Interior Design Development. (up to 2 presentations w/ the library / City client)
- F) Complete detailed carpet layouts to show patterns, layout direction, and coordination for bridging documents.
- G) Develop casework drawings, interior elevations, architectural finish distribution drawings, room finish schedule, conceptual material and color board and Div. 6, 9 and 11 specifications. A signage concept will be developed. It will be a design of one sign to define aesthetic intent, materials and finish. It will not be a detailed signage plan.

1-7.7.2 Interior Furnishings Design Services

- A) Select furniture based on the City of San Diego standards &/or available through the State of California. The selected items will be developed through and interactive meeting

process with the City and Library staff, agreeing upon function, aesthetic, material and color intent.

B) Develop a furniture budget analysis, complete with freight, install, and coordination of any 'specials' required for the furniture package.

C) Update the furniture floor plans showing furniture, fixtures & equipment layout. Provide cut sheets for review by the City of San Diego representatives. All floor plans to be coded with tag number corresponding to furniture selection manual.

D) Work with the user groups to offer optional office layouts. Coordinate & review / approvals for pricing.

E) Select fabric and finishes for the Client to review and approve.

F) Coordinate the complete cost analysis of the furniture for the project.

G) Once the design is approved, complete the bridging documentation submittal for the furniture portion of the project. This scope specifically excludes: AV equipment, computer equipment, book security equipment and appliances. This scope will include the definition of locations for this equipment and coordination of basic utilities.

1-7.8 Geotechnical Engineering

1-7.8.1 Basis of Design

A) This will include reviewing background information including available geotechnical reports, geologic maps, and pertinent building codes. Performing a geologic reconnaissance of the site to observe existing conditions. Compiling and analyzing the data obtained. Prepare an update addendum to the previously prepared geotechnical report for the property to provide updated recommendations, consistent with current CBC requirements, for site faulting and seismicity and seismic design parameters.

1-7.8.2 Schematic Design

A) No services

1-7.8.3 Bridging Documents

A) Review of 100% Bridging document foundation plan for consistency with recommendations contained in geotechnical report and update addendum.

1-7.8.4 Construction Document Review

A) Review of 100% design build team's 100% construction document foundation plan for consistency with recommendations contained in geotechnical report and update addendum.

1-7.8.5 Construction Consulting Assistance

A) No services

1-7.9 Cost Estimating

1-7.9.1 Basis of Design

A) Design Professional shall prepare a cost estimate for the project based upon the criteria identified in the Basis of Design documents.

1-7.9.2 Schematic Design

A) Design Professional shall prepare a cost estimate for the project based upon the criteria identified in the 100% schematic design documents.

1-7.9.3 Bridging Documents

A) Design Professional shall prepare a cost estimate for the project based upon the criteria identified in the 100% bridging documents.

CITY'S RESPONSIBILITIES

2-1 The City shall provide information as to the requirements and program of each project including budget limitations and scheduling.

2-2 The City will assist Design Professional in obtaining site information, including title information, easements and encumbrances, to the extent that it is available in the City's records.

2-3 The City shall notify the Design Professional of administrative procedures required and name representatives authorized to act in its behalf.

2-4 Upon request, the City will provide existing project related hydrologic calculations to the extent they are available in the City's records.

2-5 The City, or the agency selling the property, shall be responsible for obtaining the required clearances for the remediation of the contaminants in the soil. The services described in this agreement are based upon no action or scope being required by the Design Professional or their sub-consultants to address any soil contamination.

2-6 The City shall assist the Design Professional in arranging, coordinating and participating in the reviews identified in sections 1-7.2.2.D, E and F as well as 1-7.2.3.D.

2-7 The City shall provide the Design Professional with suitable specification sections, language and sample agreements for inclusion in sections 0 and 1 of the bid document project manual. These sections describe the bid, performance and contract requirement defined by the City for the Design Build Contractor.

COMPENSATION AND FEE SCHEDULE

Exhibit B: Hourly Billing Classification Rates Schedule

Effective as of June, 2015

| CLASSIFICATION | PERSONNEL | HOURLY RATE |
|------------------------|---|-------------|
| Principal | Jonathan Dominy, AIA Wayne Holtan, AIA David Keitel, AIA David Pfeifer, AIA John Pyjar, AIA | \$190 |
| Project Manager | Lisa D'Ambrosia, Architect Robert Milewski, Architect | \$140 |
| Project Architect | Chris Balzano, Architect (Licensed in Arizona) Ken Walker, Architect | \$125 |
| Job Captain | Thuan Ton Tommy Ross | \$110 |
| Designer / Drafter | Tyler Bierce Scott McColl Jessica Schwartz | \$90 |
| Intern | Jennifer Phillip | \$80 |
| Business Administrator | Melanie Wood | \$95 |

EEO Provisions: **domusstudio architecture** is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful.

Our Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any staff member of the Company, including Partners and Associates and outside Consultants.

San Carlos Branch Library
Exhibit B - Compensation Schedule
 Bridging Document Team

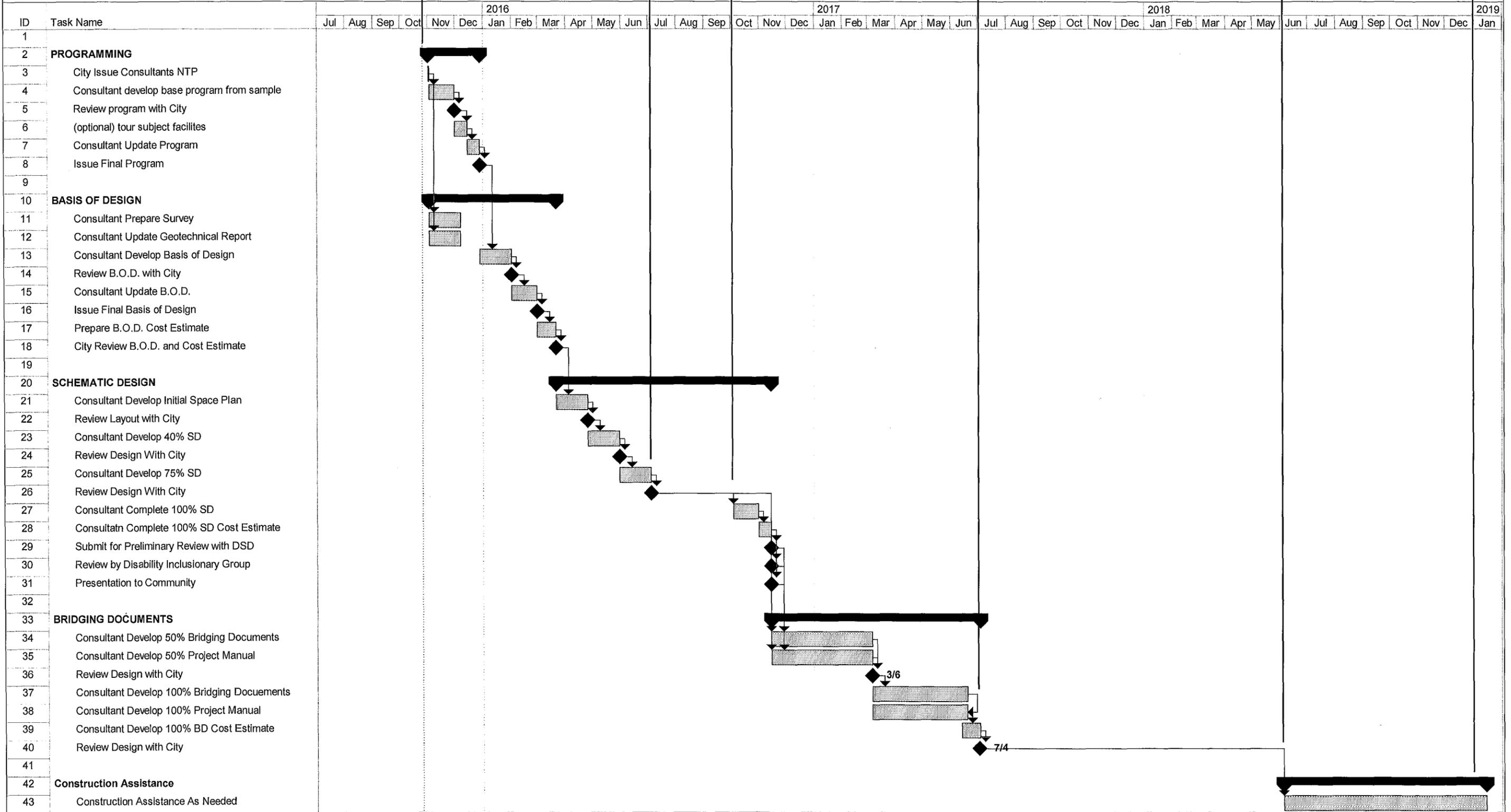
1/9/2015

| Discipline | Firm | | | | | PHASE 3 | | | TOTAL | Comments |
|-------------------------------------|-----------------------------------|---------|-----------------|-----------------|---------------------|-------------------------|---------------------|-----------------|------------------|----------|
| | | | | | | Construction Assistance | Total | | | |
| Architectural | domusstudio architecture | article | 1-7.1 | 1-7.2.1 | 1-7.2.2 | | | | | |
| | | fee | \$8,000 | \$6,000 | \$52,000.00 | 1-7-2.3 | 1-7.2.4 | 1-7.2.5 | \$192,000 | |
| Civil Engineering | RBF Consulting | article | | 1-7.3.1 | | 1-7-3.3 | 1-7.3.4 | 1-7.3.5 | | |
| | | fee | \$0 | \$2,500 | \$36,750.00 | \$13,700 | \$5,900 | \$4,400 | \$63,250 | |
| Landscape Architecture | Deneen Powell Atelier | article | | 1-7.4.1 | | 1-7-4.3 | 1-7.4.4 | 1-7.4.5 | | |
| | | fee | \$0 | \$925 | \$7,750.00 | \$12,900 | \$3,200 | \$1,200 | \$25,975 | |
| Structural Engineering | Martin & Libby Structural Eng. | article | | 1-7.5.1 | | 1-7-5.3 | 1-7.5.4 | 1-7.5.5 | | |
| | | fee | \$0 | \$2,500 | \$9,300.00 | \$11,800 | \$2,950 | \$2,950 | \$29,500 | |
| M/E/P Engineering | Elen Consulting | article | | 1-7.6.1 | | 1-7-6.3 | 1-7.6.4 | 1-7.6.5 | | |
| | | fee | \$0 | \$4,000 | \$12,000.00 | \$31,500 | \$8,000 | \$11,500 | \$67,000 | |
| Interior Design | Richard + Bauer, inc. | article | 1-7.1 | 1-7.7.1 | 1-7.7.2 | 1-7-7.3 | 1-7.7.4 | 1-7.7.5 | | |
| | | fee | \$4,000 | \$2,500 | \$12,000.00 | \$18,000 | \$4,000 | \$3,000 | \$43,500 | |
| Geotechnical Engineering | Ninyo & Moore | article | | 1-7.8.1 | | 1-7-8.3 | 1-7.8.4 | 1-7.8.5 | | |
| | | fee | \$0 | \$1,200 | \$0.00 | \$600 | \$600 | \$0 | \$2,400 | |
| Cost Estimating | O'Connor Const. Management | article | | 1-7.9.1 | | 1-7-9.3 | 1-7.9.4 | 1-7.9.5 | | |
| | | fee | \$0 | \$3,100 | \$4,960.00 | \$7,440 | \$0 | \$0 | \$15,500 | |
| Total | | | \$12,000 | \$22,725 | \$134,760.00 | \$186,940 | \$38,650.00 | \$44,050 | \$439,125 | |
| Phase Sub-Total | | | | | \$169,485.00 | | \$225,590.00 | | | |
| Additional Services by Phase | | | | | \$15,000.00 | | \$37,335 | | \$52,335 | |
| PHASE TOTALS | | | | | | | \$24,050.00 | | \$491,460 | |

TIME SCHEDULE

**San Carlos Branch Library
C1 - Time Schedule
Bridging Documents Team**

C



C1 - Time Schedule
Date: Mon 10/26/15

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

IV. Small and Local Business Program.....2

V. Demonstrated Commitment to Equal Opportunity.....3

VI. Definitions.....4

VII. Certification.....5

VIII. List of Attachments.....5

 AA. Disclosure of Discrimination Complaints6

 BB. Work Force Report.....10

 CC. Subcontractors List.....11

 DD. Consultant Past Participation List12

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

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

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

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

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection,

hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

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

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
 - a. 20% participation – 5 points
 - b. 25% participation – 10 points

c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment 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. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Small Disadvantaged Business (SDB), Woman Owned Small Business (WOSB), Service Disabled Veteran Owned Business (SDVOSB), Historically Underutilized Business Zones (Hub Zone), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

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

VI. Definitions.

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

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

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

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies). 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 which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

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 which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

VII. Certification.

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. Consultant Past Participation List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

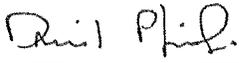
As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, 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 domusstudio architecture, LLP

Certified By David Pfeifer Title Principal
 Name

 Signature Date 09/02/2015

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

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: domusstudio architecture, LLP
AKA/DBA: domusstudio architecture
Address (Corporate Headquarters, where applicable): 2150 W. Washington St. #303
City San Diego County San Diego State CA Zip 92110
Telephone Number: (619) 692-9393 FAX Number: () No Fax
Name of Company CEO: David Pfeifer, AIA, Principal
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: NONE
City County State Zip
Telephone Number: () FAX Number: () Email:
Type of Business: Architectural Design Services Type of License: Architect, State of CA
The Company has appointed: Melanie Wood
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: 2150 W. Washington St. #303, San Diego, CA 92110
Telephone Number: (619) 692-9393 Ext. 20 FAX Number: () No Fax Email: melanie.wood@domusstudio.com

- [x] 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 domusstudio architecture, LLP
(Firm Name)
San Diego, California hereby certify that information provided
(County) (State)
herein is true and correct. This document was executed on this Second day of September, 2015
David Pfeifer, AIA, Principal
(Print Authorized Signature)

ATTACHMENT BB

WORK FORCE REPORT -- NAME OF FIRM: domusstudio DATE: 9/14/15

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

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

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

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

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

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

Grand Total All Employees 16

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

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors | | | | | | | | | | | | | | |
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for

example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.¹

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

| |
|--|
| Art and Design Workers |
| Counselors, Social Workers, and Other Community and Social Service Specialists |
| Entertainers and Performers, Sports and Related Workers |
| Health Diagnosing and Treating Practitioners |
| Lawyers, Judges, and Related Workers |
| Librarians, Curators, and Archivists |
| Life Scientists |
| Media and Communication Workers |
| Other Teachers and Instructors |

| |
|---|
| Postsecondary Teachers |
| Primary, Secondary, and Special Education School Teachers |
| Religious Workers |
| Social Scientists and Related Workers |

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

| |
|---|
| Personal Appearance Workers |
| Supervisors, Food Preparation and Serving Workers |
| Supervisors, Personal Care and Service Workers |
| Transportation, Tourism, and Lodging Attendants |

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. 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** |
|------------------------------------|---------------------------|---------------------------|--|--|
| RBF Consulting | Civil Engineering | 14% | | |
| Deneen Powell Atelier | Landscape Architect | 06% | | |
| Martin & Libby S.E. | Structural Engineering | 07% | SLBE | City of San Diego |
| Elen Consulting | M/E/P Engineering | 15% | | |
| Richard + Bauer | Interior Design | 10% | | |
| Ninyo & Moore | Geotechnical | .55% | MBE | L.A. City & Cnty / CPUC / Pacific SW |
| O'Connor CM | Cost Estimating | 4% | DVBE | State of CA |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

List of Abbreviations:

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

* Listed for informational purposes only.

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

CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: N/A - Sole Source
 TYPE OF PROJECT: _____ DOLLAR VALUE OF CONTRACT: _____

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR | TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES | DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED® |
|--|---|---|---|--|------------------|
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | |

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

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

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

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

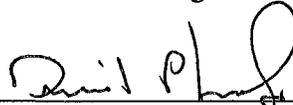
The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

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

David Pfeifer, AIA, Principal
Name under which business is conducted

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

Signed 
Printed Name David feifer
Title Principal
Date September 02, 2015

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Public Works
2. Name of Specific Consultant & Company: domusstudio architecture, LLP
3. Address, City, State, ZIP: 2150 W. Washington St. #303, San Diego CA 92110
4. Project Title (as shown on 1472, "Request for Council Action"): San Carlos Branch Library
5. Consultant Duties for Project: Architectural Design Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Blank lines for listing specific economic interests.

By: DEBROYA DIRECTOR, MARK NABAR 11/6/15
[Name/Title]* [Date]

EXHIBIT F

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.

EXHIBIT F

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

CITY OF SAN DIEGO

Consultant Performance Evaluation

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

Section I

| 1. PROJECT DATA | | 2. CONSULTANT DATA | |
|--|---|---|--------------------------|
| 1a. Project (title, location): | 2a. Name and address of Consultant: | | |
| 1b. Brief Description: | 2b. Consultant's Project Manager: | | |
| 1c. Budgeted Cost: \$ _____ WBS/IO: _____ | Phone: (____) _____ | | |
| 3. CITY DEPARTMENT RESPONSIBLE | | | |
| 3a. Department (include Division): | 3b. Project Manager (address & phone): | | |
| Phone: (____) _____ | | | |
| 4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>) | | | |
| 4. Design Phase | | | |
| Agreement Date: _____ Resolution #: R- _____ | | Initial Contract Amount | |
| 4c. Current Amendment: \$ _____ / Number: _____ | | 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____ | |
| 4d. Total Agreement (4a. + 4b. + 4c.): \$ _____ | | | |
| 4d. Type of Work (design, study, as-needed services, etc.): | 4e. Key Design Phase Completion Dates: | | Final Construction |
| | % of Design Phase Completion | % | 100% |
| | Agreed Delivery Date: _____ | _____ | _____ |
| | Actual Delivery Date: _____ | _____ | _____ |
| | Acceptance of Plans/Specs.: _____ | _____ | _____ |
| Est. Completion: _____ | | | |
| Actual Completion: _____ | | | |
| 5. Construction Support | | | |
| 5a. Contractor _____ (name and address) | | | Phone (____) _____ |
| 5b. Superintendent _____ | | | |
| 5c. Notice to Proceed _____ (date) | 5f. Change Orders: | | |
| 5d. Working days _____ (number) | Errors/Omissions _____ % of const. cost \$ _____ | | |
| 5e. Actual Working days _____ (number) | Unforeseen Conditions _____ % of const. cost \$ _____ | | |
| | Changed Scope _____ % of const. cost \$ _____ | | |
| | Changed Quantities _____ % of const. cost \$ _____ | | |
| | Total Construction Cost \$ _____ | | |
| 6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>) | | | |
| 6a. Quality of Plans/Specifications/As-Builts | Excellent | Satisfactory | Poor |
| Compliance with Contract & Budget | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Responsiveness to City Staff | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6b. Overall Rating _____ | | | |
| 7. AUTHORIZING SIGNATURES | | | |
| 7a. Project Manager _____ | | Date _____ | |
| 7b. Section Head _____ | | Date _____ | |

| Section II | | | | | SPECIFIC RATING | | | | |
|---|-------------------------------|--------------------------|--------------------------|--------------------------|--|----------------------------|-------------------------------------|--------------------------|--------------------------|
| DESIGN EVALUATION | EXCELLENT | SATISFACTORY | POOR | N/A | CONSTRUCTION SUPPORT EVALUATION | EXCELLENT | SATISFACTORY | POOR | N/A |
| | Plans/Specifications accuracy | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | Drawing reflect existing conditions | <input type="checkbox"/> | <input type="checkbox"/> |
| Plans/Specs coordination | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | As-Built drawings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Plans/Specs properly formatted | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Quality design | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Code Requirements covered | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Change orders due to design deficiencies are minimized | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adherence to City design standards | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Timely responses | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Attitude toward Client and review bodies | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Attitude toward Client and review bodies | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Follows direction and chain of responsibility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Follows direction and chain of responsibility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Work product delivered on time | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Timeliness in notifying City of major problems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| COMPLIANCE WITH CONTRACT & BUDGET | | | | | Resolution of Field problems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Reasonable agreement negotiation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | Value Engineering Analysis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adherence to fee schedule | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adherence to project budget | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Timely responses | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Timeliness in notifying City of major issues | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Work product delivered on time | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company Date formed: ____/____/____ State of formation: _____

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

Partnership Date formed: 01/01/2001

List names of all firm partners: state of formation: California

Jonathan Dominy , Wayne Holtan, David Keitel, David Pfeifer, John Pyjar

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

Joint Venture Date formed: / /

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

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

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

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

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: Torrey Pines Bank.

Point of Contact: Teofla Rich

Address: 12220 El Camino Real, San Diego, CA 92130

Phone Number: 858-523-4631

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

If **Yes**, use *Pledge of Compliance 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

Contact Name and Phone Number: Jihad Sleiman (619) 533-7532

Contact Email: jsleiman@sandiego.gov

Address: 525 B Street, #750 - M.S. 908A, San Diego, CA 92101

Contract Date: 09/24/2003

Contract Amount: \$122,420

Requirements of Contract: Architectural Design Services for a new Lifeguard Tower

Company Name: St. Augustine High School

Contact Name and Phone Number: Steve Chipp, Executive Director (619) 282-2184 ext. 5519

Contact Email: schipp@sahs.org

Address: 3266 Nutmeg Street, San Diego, CA 92104

Contract Date: 06/09/2014

Contract Amount: \$586,800

Requirements of Contract: Architectural Design Services for a new Gymnasium

Company Name: Solana Beach Presbyterian Church

Contact Name and Phone Number: Jose Ramirez, Facilities Manager (760) 415-3516

Contact Email: jose@solanapres.org

Address: 120 Stevens Ave. Solana Beach, CA 92075

Contract Date: 11/25/2009

Contract Amount: \$594,000

Requirements of Contract: Architectural Design Services for a new Children's Building

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

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

Yes No

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

I. 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 X 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 write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle 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. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated / / .

Complete all questions and sign below.

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 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. 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.

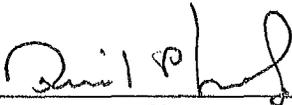
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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 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.

| | | |
|--------------------------|---|------------|
| David Pfeifer, Principal |  | 09/02/2015 |
| Name and Title | Signature | Date |

City of San Diego Purchasing & Contracting Department
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.

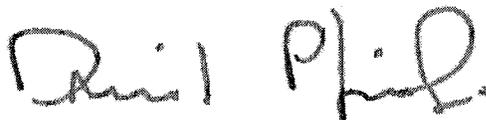
[Empty rectangular box for providing additional information]

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments 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.

David Pfeifer, Principal
Print Name, Title

Signature

09/02/2015
Date



11/24/2015

EQUAL BENEFITS ORDINANCE

**CERTIFICATION OF
COMPLIANCE**

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

| | |
|--|--|
| Company Name: domusstudio architecture, LLP | Contact Name: David Pfeifer |
| Company Address: 2150 W. Washington St., Ste. 303, San Diego, CA 92110 | Contact Phone: 619 692 9393 |
| | Contact Email: david.pfeifer@domusstudio.com |

CONTRACT INFORMATION

| | |
|---|-------------------|
| Contract Title: San Carlos Library Bridging Documents | Start Date: TBD |
| Contract Number (if no number, state location): H156514 | End Date: 4/20/20 |

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- X I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- X Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Melanie Wood, Business Administrator

Name/Title of Signatory

Melanie Wood
Signature

10/27/15
Date

FOR OFFICIAL CITY USE ONLY

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

REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT

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

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

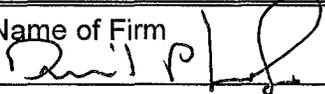
If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the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

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

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

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

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

domusstudio architecture, LLP
Name of Firm

Signature of Authorized Representative
David Pfeifer
Printed/Typed Name

09/02/2015

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: San Carlos Branch Library

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

domusstudio architecture, LLP
(Name under which business is conducted)

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

Signed 
Printed Name David Pfeifer
Title Principal