

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
MICHAEL BAKER INTERNATIONAL
FOR
SALK NEIGHBORHOOD PARK JOINT USE
DEVELOPMENT**

CONTRACT NUMBER: H156535

DOCUMENT NO. 16-310867
FILED MAR 07 2017
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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 Services2
1.4 Written Authorization2
1.5 Confidentiality of Services 2
1.6 Competitive Bidding2

**ARTICLE II
DURATION OF AGREEMENT**

2.1 Term of Agreement3
2.2 Time of Essence.....3
2.3 Notification of Delay3
2.4 Delay3
2.5 City's Right to Suspend for Convenience3
2.6 City's Right to Terminate for Convenience 3
2.7 City's Right to Terminate for Default..... 4

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation 4
3.2 Additional Services 4
3.3 Manner of Payment5
3.4 Additional Costs.....5
3.5 Eighty Percent Notification5

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1 Industry Standards5
4.2 Right to Audit.5
4.3 Insurance 6
4.4 Subcontractors 9
4.5 Contract Records and Reports.10
4.6 Non-Discrimination Requirements.11
4.7 Drug-Free Workplace 12
4.8 Title 24/Americans with Disabilities Act Requirements..... 12
4.9 Product Endorsement 13
4.10 Conflict of Interest. 13
4.11 Mandatory Assistance..... 14

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	19
7.2	Mandatory Mediation Costs	20
7.3	Selection of Mediator	20
7.4	Conduct of Mediation Sessions	20

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

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

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	22
9.2	Headings	22

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

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
- 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 - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND MICHAEL BAKER INTERNATIONAL
FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Michael Baker International [Design Professional] for the Design Professional to provide Professional Services to the City for the Salk Neighborhood Park Joint Use Development (H156535) [Project].

RECITALS

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

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

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

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

ARTICLE I
DESIGN PROFESSIONAL SERVICES

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or October 27, 2021; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$500,000.00. The compensation for the Scope of Services shall not exceed \$403,858.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$96,142.00.

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional landscape 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.

4.3.1.5 Aircraft Liability. Consultant shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

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.

4.3.4.4 Aircraft 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 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 Aircraft Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

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.primcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

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

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

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design

Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. 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 attorneys' fees and all damages sustained as a result of the violation.

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

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

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

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

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

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

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

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

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

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

4.19 ADA Certification. The Design Professional hereby certifies (Exhibit K) 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, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

**ARTICLE VII
MEDIATION**

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

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

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

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

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

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

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

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

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

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is

otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

8.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The 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 Department, c/o Yovanna Lewis, MS 908A , 525 B Street, Suite 750, San Diego CA 92101, and notice to the Design Professional shall be addressed to: Michael Baker International, c/o Glenn Lajoie, Vice President, 14725 Alton Parkway, Irvine, CA 92618-2027.

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

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

The remainder of this page has been intentionally left blank.

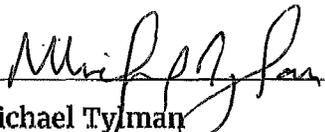
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. 310967, authorizing such execution, and by the Design Professional pursuant to Michael Baker International's signature authority document.

Dated this 15th day of April, 2017.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind Michael Baker International and that I have read all of this Agreement, this 14th day of DECEMBER, 2016.

By 
Michael Tylman
Senior Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of April, 2017.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

DESIGN FOR SALK NEIGHBORHOOD PARK JOINT USE DEVELOPMENT (H156535)

BACKGROUND

This project provides for the design for a park on 4.1 park acres and 2.0 joint-use acres adjacent to the Salk Elementary School within the Mira Mesa Community. The project will require a joint use agreement with the School District for the 2.0 acres of city land and the 2.1 acres of school district land that includes an existing hard court and an existing parking lot. The park improvements on the 4.1 acres of City of San Diego land will include, but are not limited to, the following:

1. Provide identification sign on south side of Salk Elementary School,
2. On the narrow southern side of the Park – between the school on the north and homes on the south – provide a concrete sidewalk (ADA accessible) that connects Parkdale Drive to the active play area on the far west side of the park property,
3. Provide picnic tables, grass area, planting material, and trees on the park property,
4. Provide a multi-use fields for softball and soccer on the far west side of the park. DG trail (walking jogging path) around the western area,
5. Provide restrooms on upper southern portion of the park area near the existing dog park. The restrooms should have a storage area from which staff can administer the site, provide shaded patio attached to the restrooms structure,
6. Provide parking area,
7. Provide ADA ramp to allow easy access from the north side of the park to the southern side of the park, and provide ADA compliant pathway for the park to the existing Maddox Neighborhood Park,

8. Provide Children's play area and benches throughout the park.

The Preliminary Design Report for Salk Neighborhood Joint Use Development may be downloaded at the following File Transfer Protocol (FTP) site:

<ftp://ftp.sannet.gov/OUT/Salk%20Neighborhood%20Joint%20Use%20Development/>

SCOPE OF WORK

Michael Baker International (Michael Baker) is providing the following proven, three-phased approach to preparing the Salk Neighborhood Park General Development Plan and construction documents:

Phase 1.0 – Inventory and Analysis

Phase 2.0 – General Development Plan

Phase 3.0 – Construction Documents

This approach organizes our scope of services into a series of logical steps and milestones. It will allow us to deliver the products desired by the City, develop a high level of consensus throughout the course of the project, resolve design issues early in the process, provide a design that attains all project goals, and meet the City's budget and schedule requirements. The result will be a comprehensive, well thought-out project. Our proposed three-phased approach is as follows:

PHASE 1.0 – INVENTORY AND ANALYSIS

A thorough analysis of the existing conditions, previous studies, and project context is critical before engaging the community. This analysis will familiarize the Michael Baker Team with detailed, firsthand knowledge of the site, its potential users, stakeholders, community issues and concerns, opportunities and constraints, and the City's goals and objectives.

TASK 1.1: PROJECT INITIATION AND KICK-OFF MEETING

Michael Baker will initiate the project by refining the scope of work, project schedule, and deliverables lists as well as developing a Communications Plan that identifies the point of contact for the City and Michael Baker and key members to be included in day-to-day project communication. Michael Baker will prepare a meeting agenda and meet with the City Project Manager and City staff to discuss the project, review the Communications Plan, confirm schedule milestones, solidify the City's expectations, discuss any input received from the community during previous meetings, identify project stakeholders, discuss park programming items, and confirm product/task deliverables. The City Project Manager will provide Michael Baker any relevant base materials, as-built drawings, past planning studies, or pertinent documents in the City's possession.

Deliverables:

- Finalized Scope of Work
- Project schedule
- Milestone deliverable list
- Meeting minutes summary
- Team directory
- Memorandum that summarizes the technical information obtained, including the material date and source of information

TASK 1.2: AERIAL TOPOGRAPHIC MAPPING

Michael Baker will prepare an Aerial Topographic Map of the project site, at a scale of 1"=40', with one foot contour intervals. The work shall include:

- Preparation of a flight plan and layout of ground control targets
- Field surveying services to set ground control panels and survey their precise positions on the appropriate coordinate system basis
- Aerial photogrammetric services using our subconsultant, AeroTech Mapping
- Compilation of planimetric and topographic features from controlled stereo pair photographs to digital medium
- Perform field survey check profile observations and office analysis of said observations to check ground truth of the compiled map within accepted standards

Deliverables:

- One set of color contact prints
- Digital topographic map files

TASK 1.3: RECORD BOUNDARY MAP ORIENTATION

In order to include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, Michael Baker shall perform the following tasks:

- Research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property
- Prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments
- Perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping
- Reconcile the record boundary lines with the surveyed location and integrate them with the aerial base map

This scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity on which to base a spatial orientation of the topographic survey with the record boundary position. Any costs associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, are not included.

Deliverables:

- Boundary map in CAD

TASK 1.4: FIELD TOPOGRAPHIC SURVEY (SUPPLEMENTAL)

Michael Baker will supplement the aerial photogrammetric base mapping with a conventional field topographic survey to locate items not visible from aerial compilation and to obtain higher accuracy location data where needed, such as:

- Above surface utility appurtenances
- Ground surface areas obscured by tree canopy or other overhangs in key areas
- Trees (including trunk diameter and canopy dimension)
- Yard drain boxes (grate elevation and depth)
- Traffic control devices and boxes
- Vertical clearance of overhead lines at pole and at sag points
- Guy poles and guy anchors

The coverage of this supplemental topo survey is limited to the edge conditions of the existing improvements where they adjoin the unimproved area designated for park design and development.

Deliverable:

- Survey data in CAD

TASK 1.5: GEOTECHNICAL INVESTIGATION

Michael Baker's subconsultant, Southern California Soils and Testing, will provide geotechnical services, which will include exploring subsurface conditions by excavating a total of 5 test pits to a depth of about 14 feet, or refusal, whichever is less. An engineer or geologist will log the test pits and obtain samples for examination and laboratory testing. The laboratory testing will consist of classification tests, expansion, and corrosion tests. A double ring infiltrometer will be used to evaluate the infiltration rate for use in BMP storm water facilities. The results of the field and laboratory test programs will be evaluated to develop conclusions and recommendations regarding:

- Subsurface conditions beneath the site
- Site preparation
- Criteria for seismic design in accordance with California Building Code procedures
- Infiltration rates
- Foundation recommendations
- Asphalt and concrete pavement, curb and gutter design sections

Results of the investigation will be summarized in a written report complete with field and laboratory data. Four copies of the report will be submitted.

Underground Service Alert (USA) will be notified as required by law as soon as notice to proceed is received. USA requires 48-hours notice before subsurface exploration can start. Subsurface exploration work can be completed within 1 week after utility clearance.

Deliverable:

- Geotechnical report

TASK 1.6: FIELD REVIEW

Michael Baker will perform a field review of the site to verify, observe, and photo-document the existing site conditions and relationships of the park to its surroundings. Specifically, we will examine and photograph:

- Pedestrian circulation and ADA compliance
- Trail connections
- Vehicular access, circulation, and parking, including the fire access road
- General drainage conditions
- Bicycle access
- Existing school access points, fences, and gates
- Connectivity to Maddox Park
- Adjacent land uses
- Views
- Utility locations

Deliverables:

- Photographic documentation of the existing field conditions

TASK 1.7- UTILITY NOTIFICATION AND COORDINATION

Michael Baker will review existing utility information available from the City and send written notifications to the various public utility companies to identify major facilities located in the project area. We will keep records of correspondence, both to and from the regulatory and utility agencies, provide copies of the correspondence, and document materials obtained from those agencies. Michael Baker will prepare a combined electronic file of all existing record utility information available. Based on the park project area, minimal utility conflicts are anticipated for this project and it is assumed that utility potholing will not be needed.

Deliverables:

- Utility coordination records of correspondence (matrix format)
- Existing utilities CAD file

TASK 1.8 - OPPORTUNITIES AND CONSTRAINTS PLAN

Michael Baker will prepare a graphic that illustrates the site opportunities and constraints for the Salk Neighborhood Park by looking at the physical and environmental characteristics of the site. This will include, but is not limited to examining the vehicular, bicycle, and pedestrian entry points; existing structures to remain; existing site features to remain; drainage patterns; topography; utility locations and connections; environmental factors, such as sun angles for

field orientation; ADA routes and compliance issues; surrounding land uses; and other influential onsite and offsite factors. The Opportunities and Constraints plans will identify potential areas for developing new park and recreational features.

Deliverables:

- Opportunities and Constraints graphic in PDF format

TASK 1.9: COMMUNITY ENGAGEMENT PLAN

Michael Baker will prepare a Community Engagement Plan to help capture the excitement the community has to develop a new park in Mira Mesa. The Plan will include elements necessary for the Michael Baker team and City staff to ensure resident and community public involvement opportunities in the creation of the General Development Plan as well as to build support for the park project in the community. The Community Engagement Plan will focus on developing an outreach and participation program for residents and other stakeholders. The Plan will incorporate stakeholder analysis to identify community members and residents that represent different groups and localities within the Mira Mesa neighborhood and develop an outreach approach customized to the stakeholders in each area. Stakeholders will include members of various commissions and councils, including the Mira Mesa Recreation Council. The Plan will also include an outreach program, roles and responsibilities, and a calendar. Additionally, Michael Baker will prepare a 2-sided, 8.5"x11", color flyer for purposes of announcing the community workshops. One side of the flyer will contain a text description of the workshop, photos of the site, and information announcing the time, location, and date of the workshop. The other side of the flyer will contain a half-panel for mailing information and a half-panel for a cover with photos and key workshop information, so that the flyer can be folded in half and mailed by the City.

Deliverable:

- Community Engagement Plan document
- Two workshop flyers (one for each workshop)

TASK 1.10: CITY MEETING

Prior to meeting with the community, Michael Baker will attend a meeting with the City Project Manager, the City Parks and Recreation representative, and the Salk Elementary School representative to discuss the project's goals and objectives and identify any known issues or concerns.

Deliverable:

- Meeting minutes summary

TASK 1.11: PUBLIC WORKSHOP #1 – PREFERRED PROJECT PROGRAM

The goal Workshop #1 is to share information about the park using the Opportunities and Constraints Plan as well as to utilize fun and engaging activities for participants to brainstorm what park elements and uses residents and community members would prefer.

The workshop will include a presentation on the project and background, and offer interactive activities for participants to prioritize and talk through the different elements of the park. Through Post-It Note exercises, participants will have the opportunity to identify specific issues, opportunities, and design elements for the park. Post-It note activities are a great way to ensure against any one participant or group grandstanding and make sure that everyone has the opportunity to voice their opinions on a level playing field.

The second half of the workshop will be devoted to a design Charrette, where participants can make rough bubble sketches of park elements and incorporate themes and design principles that they value. The participant designs from the charrette will be incorporated into the alternative designs for the park.

Throughout the workshop, Michael Baker will encourage participants to consider the park's relationship to the elementary school and how design features can be incorporated throughout to ensure that it feels like an extension of the community.

As a way to supplement the input received from the workshop, Michael Baker will design an online survey that can be used to gather input on what Mira Mesa residents and community members would like to see in the park. A simple tool like Survey Monkey will offer residents the opportunity to give valuable feedback on the proposed design. A website link will be provided, so that residents can take the survey and ask other interested friends and neighbors in the community to participate.

Deliverable:

- Written workshop summary
- On-line survey data summary

PHASE 2.0 – GENERAL DEVELOPMENT PLAN

TASK 2.1: SCHEMATIC DESIGN

Based on the Opportunities and Constraints Plan and input gained from the community, the Mira Mesa Recreation Council, Salk Elementary, and the City, Michael Baker will prepare two distinctly different schematic design alternatives illustrating various park uses and layouts. The schematic plans will be at an appropriate scale showing the horizontal layout of the proposed park amenities, along with their relationship and connection to each other and the surrounding area. It is assumed that the restroom building will have 4-5 toilets/urinals per sex and will be a non-conditioned building constructed of concrete masonry. Preliminary concepts for the restroom building with attached shaded area will be developed. A preliminary Opinion of Probable Construction Costs for each alternative will be prepared for City review and comment.

Deliverables:

- Two Schematic Design Alternatives colored, in PDF format
- Restroom concept plans and elevations
- Preliminary Opinion of Probable Construction Costs

TASK 2.2: CITY MEETING

Michael Baker will attend a meeting with the City Project Manager, the City Parks and Recreation representative, and the Salk Elementary representative to present and review the Schematic Design Plans, discuss how the alternatives address the project program, resolve any issues prior to presenting the plans to the community, and determine the meeting date and location for the public workshop.

Deliverables:

- Meeting agenda
- Meeting minutes summary

TASK 2.3: PUBLIC WORKSHOP #2 – INPUT FOR SCHEMATIC DESIGN ALTERNATIVES

Workshop #2 will start by summarizing the community input from the Preferred Project Program workshop and the online survey. Michael Baker staff will walk through the two alternatives to explain the different elements of the park designs address the park program. Activities for this workshop will be a combination of small group exercises and dialogue. Using the design alternatives, participants will break into small groups to discuss what they like/dislike about the two alternatives and make recommendations of elements to be incorporated into to preferred plan. The ultimate goal of the workshop is to narrow down the key aspects of the two designs to create a preferred alternative and build consensus towards that alternative.

Deliverable:

- Written workshop summary

TASK 2.4: GENERAL DEVELOPMENT PLAN

Using the information, maps, plans, and input received from the tasks above, Michael Baker will prepare one preferred General Development Plan for the Salk Neighborhood Park showing the horizontal layout of the park features. The General Development Plan will include, but not be limited to the following:

- Park amenities, such as benches, shelters, and picnic areas
- Walking paths
- Sports field locations
- Park entry sign location and elevation
- Restroom location, including fuel modification (fire) zones
- Restroom plans, elevations, and sections
- Vehicular access and parking with proposed number of stalls and ADA parking spaces
- Preliminary grading
- Preliminary light locations
- Plant palette using low maintenance and native plants appropriate for the site
- Drainage design and storm water treatment basins or treatment areas

To help illustrate the design intent of the General Development Plan, Michael Baker will prepare two (2) Photo-Realistic Simulations of the “before and after” park conditions based on

the General Development Plan. The simulations will be based on an existing photo of the site, which will be used as the background to superimpose the proposed improvements. The simulations will be used at subsequent presentations.

Deliverable:

- Preferred General Development Plan colored, in PDF format
- Park entry sign graphic, in PDF format
- Restroom building graphics , in PDF format
- Two (2) photo-realistic simulations, in PDF format
- Opinion of Probable Construction Costs

TASK 2.5: WATER QUALITY TECHNICAL REPORT (WQTR)

Michael Baker will prepare a Water Quality Technical Report (WQTR) for Salk Neighborhood Park Project. The WQTR will comply with local SUSMP standards and four (4) copies will be submitted upon completion of the General Development Plan and refined during the Construction Document phase for review and approval by City staff. The report will identify receiving watershed information, existing water quality impairments in downstream areas, and other required narrative information. Final calculations related to source control, site design/LID, and treatment control measures will be provided based upon the project improvement plans. The report will also include a comprehensive plan for long term BMP maintenance.

TASK 2.6: CITY MEETING

Michael Baker will attend a meeting with the City Project Manager, the City Parks and Recreation representative, and the Salk Elementary representative to review the General Development Plan to resolve any issues prior to presenting to committees and boards outlined in subsequent tasks.

- Sports field locations
- Park entry sign location and elevation
- Restroom location, including fuel modification (fire) zones
- Restroom plans, elevations, and sections
- Vehicular access and parking with proposed number of stalls and ADA parking spaces
- Preliminary grading
- Preliminary light locations
- Plant palette using low maintenance and native plants appropriate for the site
- Drainage design and storm water treatment basins or treatment areas

To help illustrate the design intent of the General Development Plan, Michael Baker will prepare two (2) Photo-Realistic Simulations of the “before and after” park conditions based on the General Development Plan. The simulations will be based on an existing photo of the site, which will be used as the background to superimpose the proposed improvements. The simulations will be used at subsequent presentations.

Deliverable:

- Preferred General Development Plan colored, in PDF format
- Park entry sign graphic, in PDF format
- Restroom building graphics , in PDF format
- Two (2) photo-realistic simulations, in PDF format
- Opinion of Probable Construction Costs

TASK 2.5: WATER QUALITY TECHNICAL REPORT (WQTR)

Michael Baker will prepare a Water Quality Technical Report (WQTR) for Salk Neighborhood Park Project. The WQTR will comply with local SUSMP standards and four (4) copies will be submitted upon completion of the General Development Plan and refined during the Construction Document phase for review and approval by City staff. The report will identify receiving watershed information, existing water quality impairments in downstream areas, and other required narrative information. Final calculations related to source control, site design/LID, and treatment control measures will be provided based upon the project improvement plans. The report will also include a comprehensive plan for long term BMP maintenance.

TASK 2.6: CITY MEETING

Michael Baker will attend a meeting with the City Project Manager, the City Parks and Recreation representative, and the Salk Elementary representative to review the General Development Plan to resolve any issues prior to presenting to committees and boards outlined in subsequent tasks.

Deliverables:

- Meeting agenda
- Meeting minutes summary

TASK 2.7: DEVELOPMENT SERVICES DEPARTMENT MEETING

Michael Baker will attend a meeting with the City Project Manager and the City Development Services Department staff to review the General Development Plan and to prepare the Public Project Assessment package for submittal to the Development Services Department for permit assessment and environmental review.

Deliverables:

- Meeting agenda
- Meeting minutes summary
- Public Project Assessment forms

TASK 2.8: MIRA MESA RECREATION COUNCIL COMMITTEE PRESENTATION

Michael Baker will present the park program, the previous public input received from the Schematic Design alternatives, and the preferred General Development Plan to the public and the Mira Mesa Recreation Council. Michael Baker will record any proposed revisions or recommendations to the plan

Deliverables:

- Meeting minutes summary

TASK 2.9: MAYOR'S COMMITTEE ON DISABILITY PRESENTATION

Michael Baker will present the park program, the public input received from the Schematic Design alternatives, recommendations from the Mira Mesa Recreation Council, and the preferred General Development Plan to the Mayor's Committee on Disability. Michael Baker will record any proposed revisions or recommendations to the plan

Deliverables:

- Meeting minutes summary

TASK 2.10: DESIGN REVIEW COMMITTEE PRESENTATION

Michael Baker will present the park program, the public input received from the Schematic Design alternatives, recommendations from the Mira Mesa Recreation Council and the Mayor's Committee on Disability, and the preferred General Development Plan to the Design Review Committee. Michael Baker will record any proposed revisions or recommendations to the plan

Deliverables:

- Meeting minutes summary

TASK 2.11: PARKS AND RECREATION BOARD PRESENTATION

Michael Baker will present the park program, the public input received from the Schematic Design alternatives, any recommendations from the previous Committee presentations, and the preferred General Development Plan to the Parks and Recreation Board. Michael Baker will record any proposed revisions or recommendations to the plan Michael Baker will present the General Development Plan and comments received from the Parks and Recreation Committee meeting to the City Council for approval and final direction on the park design.

Deliverables:

- Meeting minutes summary

TASK 2.12: FINAL GENERAL DEVELOPMENT PLAN

Based on the recommendations obtained from the previous presentations, Michael Baker will prepare the final General Development Plan for approval. A final Opinion of Probably Construction costs will be prepared.

Deliverables:

- Meeting minutes summary
- Final General Development Plan line drawing (not colored) in PDF format
- Final General Development Plan colored, in PDF format
- Opinion of Probable Construction Costs

PHASE 3.0 – CONSTRUCTION DOCUMENTS

TASK 3.1: PREPARATION OF CONSTRUCTION DOCUMENTS

The construction documents will be prepared based on the approved General Development Plan and will be submitted to the City for review at 60%, 90%, and 100% design completion. The plans will typically be prepared at 1"=20' scale in AutoCAD format using the City's title block. Following each submittal, comments provided by the City will be incorporated into the next construction document submittal. Additionally, the documents will be prepared for submittal to the Division of the State Architect (DSA) due to the Joint-Use Agreement with Salk Elementary.

TASK 3.1.1: TITLE SHEET

Michael Baker will prepare a Title Sheet showing the project name, vicinity map, location map, project address, project directory, sheet index, survey data, any bid alternates, description of the scope of work, pertinent standards for the Contractor to follow, excavation notes, Declaration of Responsible Charge, inspection stages and inspection team, and water fees notes.

TASK 3.1.2: PRECISE GRADING, DRAINAGE, AND PAVING PLANS

Michael Baker will prepare plans that show the limits of the proposed improvements, including the existing and proposed finished grades for the hardscape, park access, ADA access, parking areas, drainage devices, paved areas, and restroom/concessions building. Slope gradients, property lines, limit of grading, grading and drainage details, and grading notes will also be shown. Retaining walls, if needed, will utilize the San Diego Regional Standard Drawings.

Also, Michael Baker will prepare a BMP Design Plan for Salk Neighborhood Park. The BMP Design Plan is a long term plan that includes permanent post-construction BMP's to be constructed as part of the park.

TASK 3.1.3: EARTHWORK ANALYSIS AND CALCULATIONS

Michael Baker will prepare an estimate of the earthwork to determine grading cut/fill quantities required to grade within the proposed limits of work shown on the grading plans. Special attention will be paid to the proposed pavement sections and shrinkage that will occur during compaction.

TASK 3.1.4: HYDRAULICS / HYDROLOGY STUDY

Michael Baker will prepare a Hydraulic/Hydrology Report for the project during the 100-year storm event. Michael Baker will submit two (2) copies of the draft report for review by the City at the 60% and 90% submittals prior to submitting the final three (3) reports for the project. The Hydraulic/Hydrology Report will be prepared in accordance with the latest edition of the San Diego County Drainage Design Manual.

TASK 3.1.5: EROSION CONTROL PLANS AND SWPPP REQUIREMENTS

Michael Baker will prepare plans for temporary and permanent erosion control for the project. The Erosion Control Plans shall be prepared in accordance with the California State General Construction Permit Order No. 2009-0009-DWQ (The Permit and Amendments). The plans will include permanent stabilization required to demonstrate a minimum of 70% soil

cover as compared to the pre-project condition. The Project will require preparation of a Stormwater Pollution Prevention Plan (SWPPP) and application for coverage under the State General Construction Permit (GCP), and preparation and implementation of a Water Quality Technical Report (WQTR). The Project will likely be a Risk Level 2. Conventional sediment and erosion control practices should be sufficient to meet the requirements of the permit due to the modest site relief and limited run-on from off-site areas. The Consultant will prepare a SWPPP that will detail the measures required on a year-round basis to ensure the site is in compliance with the GCP.

TASK 3.1.6: WATER AND SEWER IMPROVEMENT PLANS

Michael Baker will prepare Water and Sewer Improvement Plans that include domestic water and sewer services for the restroom/maintenance building and water service to the picnic area. Connections to public water and sewer mains will occur in Parkdale Ave or Maddox Park.

TASK 3.1.7: UTILITY COORDINATION

Michael Baker will coordinate the improvements with all affected utility companies to determine if relocation, removal, or adjustments of existing facilities are required. Michael Baker will submit plans to utility companies for review at 60%, 90%, and 100% submittals. Accurate records of all correspondence with utilities companies and their representatives will be kept. Michael Baker will attend two (2) coordination meetings with the utility companies as appropriate. If needed, the design of new improvements or relocation of existing improvements will be performed by the utility owner or can be performed by Michael Baker for an additional fee.

TASK 3.1.8: HORIZONTAL CONTROL PLANS

Michael Baker will prepare plans to confirm and establish site control dimensions for positioning of major site improvements designed by Michael Baker in relation to the site's boundary and existing features. The horizontal control plans will list the bearing and lengths of hardscape improvements, building locations, and concrete pads within the project site along with various, critical dimensions.

TASK 3.1.9: SIGNING AND STRIPING PLANS

Michael Baker will prepare plans that include construction notes and signing and striping for any parking areas.

TASK 3.1.10: HARDSCAPE LAYOUT AND MATERIALS PLAN

Michael Baker will prepare plans indicating the locations and materials to be used for the park amenities, fencing, lighting, paving materials, parking facilities, walkways, benches, picnic tables, trash receptacles, park entry sign, and buildings. Locations of hardscape areas, planting areas, and parking will also be identified.

TASK 3.1.11: CONSTRUCTION DETAILS

Michael Baker will prepare construction details of the park amenities described in the Hardscape Layout and Materials Plan.

TASK 3.1.12: ARCHITECTURE DRAWINGS

Michael Baker's subconsultant, Manuel Oncina Architects, will prepare architectural plans for the new restroom building. This task will include the buildings plans and coordination with the supporting design services, such as plumbing, electrical engineering, and structural engineering.

TASK 3.1.13: PLUMBING PLANS AND DETAILS

Michael Baker's subconsultant, Turpin & Rattan Engineering, will prepare plumbing plans associated with the new restroom building. The plumbing design will include the building drain, waste and vent (DWV), storm/roof drain, domestic cold water, and domestic hot water systems.

TASK 3.1.14: ELECTRICAL PLANS AND DETAILS

Michael Baker's subconsultant, EPI Engineering Partners, will prepare electrical drawings indicating the point of connection, proposed light locations for the exterior lighting of walkways and hardscape areas, and the restroom building lighting. The electrical design will comply with Title 24 and will include foot-candle calculations, lighting controls, and light fixture selection. Coordination with the SDG&E to provide a new electrical service to the site is included in this task.

TASK 3.1.15: STRUCTURAL PLANS, DETAILS, AND CALCULATIONS

Michael Baker's subconsultant, AARK Engineering, will prepare structural drawings and calculations for the park elements, which may include two light pole types, cast-in-place concrete or masonry seat walls, cast-in-place concrete or masonry entry monument, cast-in-place or concrete masonry restroom building, and canopy shade structures (pre-engineered or custom). Structural calculations will be prepared at the 100% design submittal for submittal to the City of San Diego Development Services Department and California Division of the State Architect.

TASK 3.1.16: PLANTING PLANS AND DETAILS

Michael Baker will prepare plans indicating the plant species, quantity, and size of plant material to be used in the park. Plants will be selected based on their suitability to grow in the area, City requirements, ease of maintenance, size at full-growth, and compliance with AB 1881. Maintaining visibility throughout the park as a safety measure will also be of high importance. A planting legend and planting details will be included as part of this task.

TASK 3.1.17: IRRIGATION PLANS AND DETAILS

Michael Baker will prepare plans indicating the irrigation point of connection and the type of irrigation equipment to be used, such as irrigation controllers, pipe, valves, quick-couplers, and spray heads. Irrigation design will utilize low water use and water efficient application techniques to be compliant with AB 1881. An irrigation legend, irrigation pressure loss calculations, and irrigation details will be included as part of this task.

TASK 3.2: TECHNICAL SPECIFICATIONS

Michael Baker will prepare the Specification Special Provisions portions of the construction specifications suitable for bidding and awarding of the Contract for the improvements designed by Michael Baker. The specifications will be prepared in the 2015 "Greenbook" Standard Specifications for Public Works Construction format. The City will prepare Part 1 of the

“Greenbook” and the bid documents. Michael Baker will provide an electronic sample copy of the specifications in Microsoft Word format as follows:

- 60% Submittal – An outline of the specification sections to be used
- 90% Submittal – Complete set of specifications covering all aspects of the project
- 100% Submittal – Complete set of specifications, including City comments, ready to bid

TASK 3.3: OPINION OF PROBABLE CONSTRUCTION COSTS

Michael Baker will provide an Opinion of Probable Construction Costs based on the construction documents. Quantities will be prepared for the 60%, 90%, and 100% submittals. The construction cost estimate will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. Unit costs will be based on the most current cost information from recent, similar projects compiled by Michael Baker using California Prevailing Wage. The final Opinion of Probable Construction Costs will be edited to become the Bid Schedule as part of the bidding documents.

Deliverables:

- 60%, 90%, and 100% Opinion of Probable Construction Costs
- Bid Schedule

TASK 3.4: QUALITY ASSURANCE / QUALITY CONTROL

Michael Baker will provide on-going quality control reviews throughout the project process to focus on day-to-day accuracy and coordination between disciplines. Formal reviews will occur prior to each submittal milestone. Comments received from the City or the DSA will be addressed both by commenting on the plan sheets and provide a summary letter on how each comment was addressed.

Deliverables:

- 60%, 90%, and 100% submittal documents

TASK 3.5: PROJECT MANAGEMENT, MEETINGS, AND INVOICING

In addition to the meetings described in Phases 1.0 and 2.0, Michael Baker will attend up to four (4) additional meetings during the Final Design Phase to coordinate and review design progress with the City. It is anticipated that Michael Baker will meet with the City after the 60%, 90%, and 100% construction documents submittals. Michael Baker will provide monthly status reports to the City to keep the project on-time and on-budget and will notify the City of any issues that may impact the schedule or budget. Additional meetings can be provided subject to written authorization from the City. Invoices will be submitted to the City on a monthly basis.

Deliverables:

- Meeting agenda and minutes summary for 60%, 90%, and 100% reviews
- Monthly invoicing

TASK 3.6: BID SERVICES

It is assumed that the City will complete the bid documents, advertise the project for bidding, and distribute the plans to prospective bidders. Michael Baker will provide Bid Service assistance in the form of answering questions from bidders, providing information to the City for bid addendums, attendance at one (1) pre-bid meeting, and assistance with distributing information.

Deliverables:

- Memorandums to answering bid questions and information for bid addendums

TASK 3.7: CONSTRUCTION SERVICES

Michael Baker will provide construction phase design support services. It is assumed that the City will use its own Construction Manager to oversee the project construction and Michael Baker's duties and responsibilities at the project site will be in a support role to the City in dealings with the Contractor. These services will be on an as needed basis, and billed as time and materials.

TASK 3.7.1: SHOP DRAWING REVIEW

Michael Baker will review submittals and RFI's, including receipt, review, and appropriate action on shop drawings, product data, samples, and other submittals for conformance with the intent of the Contract Documents.

Deliverables:

- Written response to submittals and RFI's

TASK 3.7.2: CONSTRUCTION MEETINGS AND OBSERVATIONS

Michael Baker will attend field meetings as requested by the City Construction Superintendent to observe the progress of the work and report on the construction's substantial compliance to the plans and specifications prepared by Michael Baker. It is assumed that we will attend the following meetings:

- Pre-Construction Meeting
- Rough grading and drainage
- Irrigation mainline pressure test
- Irrigation lateral line pressure test
- Wiring prior to backfilling trenches
- Hardscape at time of finished staking and layout
- Finish grading and soil preparation
- Irrigation coverage test
- Plant material (when delivered) and placement approval
- Playground installation (note: the Contractor shall be responsible for providing an independent third party audit of the playground area, safety surfacing and all play equipment. The audit shall be conducted by a NRPA/NPSI Certified Playground Safety Inspector in accordance with NPSI standards.)
- Project construction 90 percent complete (develop punch list)

EXHIBIT A

- 90-Day Plant Maintenance Period (this inspection is to be held when the punch list items are complete. If turf area is planted from seed or stolons the plant maintenance period shall be 120-days).
- Final walk-through, acceptance by the City.
- Restroom building observation (4 visits)

Deliverables:

- Meeting attendance and memorandum of items observed

TASK 3.7.3: FINAL RECORD DRAWINGS

Michael Baker will revise the approved mylar construction plans for the Project, based upon the approved redline set of field changes and revisions as provided by the Project's Contractor. The revised plans will be the "As-Built" Record Drawings and we will be provided to the City.

Deliverables:

- "As-Built" Record Drawings

EXHIBIT "B"

COMPENSATION AND FEE SCHEDULE

EXHIBIT "B"

Michael Baker will complete the work outlined in Exhibit A in accordance with the fee schedule identified below

<u>Item</u>	<u>Work Task</u>	<u>Fee</u>
PHASE 1.0 INVENTORY AND ANALYSIS		
Task 1.1:	Project Initiation and Kick-Off Meeting	\$5,340
Task 1.2:	Aerial Topographic Mapping.....	\$10,761
Task 1.3:	Record Boundary Map Orientation	\$4,976
Task 1.4:	Field Topographic Survey (Supplemental)	\$4,379
Task 1.5:	Geotechnical Investigation	\$7,120
Task 1.6:	Field Review	\$4,840
Task 1.7:	Utility Notification and Coordination	\$5,280
Task 1.8:	Opportunities and Constraints Plan.....	\$9,324
Task 1.9:	Community Engagement Plan	\$4,430
Task 1.10:	City Meeting.....	\$2,760
Task 1.11:	Public Workshop #1 – Preferred Project Program.....	\$6,550
	Subtotal:	\$65,760
PHASE 2.0 GENERAL DEVELOPMENT PLAN		
Task 2.1:	Schematic Design	\$18,790
Task 2.2:	City Meeting.....	\$2,760
Task 2.3:	Public Workshop #2 – Input for Schematic Design Alternatives	\$6,350
Task 2.4:	General Development Plan	\$27,446
Task 2.5:	Water Quality Technical Report (WQTR).....	\$7,460
Task 2.6:	City Meeting.....	\$2,760
Task 2.7:	Development Services Department Meeting	\$2,750
Task 2.8:	Mira Mesa Recreation Council Committee Presentation	\$2,750
Task 2.9:	Mayor’s Committee on Disability Presentation.....	\$2,750
Task 2.10:	Design Review Committee Presentation	\$2,750
Task 2.11:	Parks and Recreation Board Presentation	\$2,750
Task 2.12:	Final General Development Plan	\$7,260
	Subtotal:	\$86,576
PHASE 3.0: CONSTRUCTION DOCUMENTS		
Task 3.1:	Preparation Construction Documents	
Task 3.1.1:	Title Sheet	\$2,262
Task 3.1.2:	Precise Grading, Drainage, and Paving Plans.....	\$16,730
Task 3.1.3:	Earthwork Analysis and Calculations	\$2,070
Task 3.1.4:	Hydraulics / Hydrology Study.....	\$6,555
Task 3.1.5:	Erosion Control Plans and SWPPP Requirements.....	\$6,435
Task 3.1.6:	Water and Sewer Improvement Plans	\$5,170
Task 3.1.7:	Utility Coordination	\$3,200

EXHIBIT "B"

Task 3.1.8:	Horizontal Control Plans	\$2,505
Task 3.1.9:	Signing and Striping Plans	\$1,850
Task 3.1.10:	Hardscape Layout and Materials Plans	\$13,315
Task 3.1.11:	Construction Details	\$8,700
Task 3.1.12:	Architecture Drawings	\$32,935
Task 3.1.13:	Plumbing Plans and Details	\$5,250
Task 3.1.14:	Electrical Plans and Details	\$11,500
Task 3.1.15:	Structural Plans, Details, and Calculations	\$12,064
Task 3.1.16:	Planting Plans and Details	\$15,445
Task 3.1.17:	Irrigation Plans and Details	\$15,580
Task 3.2:	Technical Specifications	\$5,995
Task 3.3:	Opinion of Probable Construction Costs	\$6,725
Task 3.4:	Quality Assurance / Quality Control	\$5,845
Task 3.5:	Project Management, Meetings & Invoicing	\$7,325
Task 3.5:	Bid Services	\$3,947
Task 3.7:	Construction Services	
Task 3.7.1:	Shop Drawing Review	\$11,580
Task 3.7.2:	Construction Meetings and Observations	\$32,142
Task 3.7.3:	Final Record Drawings	<u>\$6,397</u>
	Subtotal:	\$241,522

REIMBURSABLE BUDGET.....\$10,000

Subtotal: \$403,858

TOTAL ADDITIONAL SERVICE AMOUNT.....\$96,142

TOTAL CONTRACT AMOUNT \$500,000

For services requested not included in the scope rates shall be as indicated in the following fee schedule

Michael Baker International

RBF Consulting, a Michael Baker International company HOURLY RATE SCHEDULE

OFFICE PERSONNEL	\$/ Hour
Principal	225.00
Senior Project Manager	220.00
Project Manager	200.00
Structural Engineer	200.00
Technical Manager	190.00
Senior Engineer	175.00
Senior Planner	175.00
Electrical Engineer	170.00
Biologist	165.00
Landscape Architect	160.00
Senior GIS Analyst	154.00
Project Engineer	152.00
Project Planner	152.00
Environmental Specialist	150.00
Design Engineer/Senior Designer/Survey Analyst	150.00
GIS Analyst	130.00
Designer/Planner	125.00
Project Coordinator	120.00
Graphic Artist	110.00
Environmental Analyst/Staff Planner	110.00
Design Technician	110.00
Assistant Engineer/Planner	100.00
Permit Processor	90.00
Engineering Aid/Planning Aid	80.00
Office Support/ Clerical	70.00
SURVEY PERSONNEL	
2-Person Survey Crew	\$260.00
1-Person Survey Crew	165.00
Licensed Surveyor	185.00
Field Supervisor	175.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Principal Construction Manager	\$235.00
Construction Manager	210.00
Contract Manager	175.00
Resident Engineer	175.00
Construction Inspector (Prevailing Wage)	175.00
Construction Inspector (Non-Prevailing Wage)	140.00
Field Office Engineer	115.00
Construction Technician	97.00
Contract Support	75.00

MANUEL ONCINA ARCHITECTURE INC.

Principal	\$185
Project Architect/Project Manager	\$150
Job captain	\$110
Interior designer	\$85
Graphics	\$85
Architectural designer	\$85
Drafter – I	\$75
Drafter – II	\$55
Administrative	\$95
Clerical	\$75

aark engineering inc.

fee schedule

for Professional Engineering Services

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal Structural Engineer	\$145.00
Registered Structural Engineer	\$120.00
Registered Professional Engineer	\$110.00
Assistant Engineer (EIT)	\$90.00
Structural Draftsperson	\$75.00
Administrative/Clerical	\$50.00
Registered Structural Engineer Expert Witness	\$280.00

**EPI
Consulting Engineers**

FEE RATE SCHEDULE

<u>Rate Category</u>	<u>Hourly Rate</u>
Principal	\$175.00
Project Manager	\$145.00
Staff Engineer	\$125.00
Senior Designer	\$110.00
Designer	\$95.00
Drafting	\$80.00
Administrative	\$65.00

Southern California Soil & Testing, Inc.

Schedule of Fees for Professional Services

Effective January 1, 2015

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$174
Senior Professional	146
Project Professional	121
Staff Professional.....	106
Drafter.....	87

Technician & Inspector

Quality Control Specialist	\$106
Field Technician	87
Lab Technician	77
Special Inspector.....	87
Building Inspector.....	98
CWIAWS Welding Inspector.....	98
NDT Inspector (UT, MT, DT, VT).....	98
Off Site Inspector.....	77
Coring.....	120

Project Management

Project Manager	\$121
Administrative Assistant.....	50

Travel and Miscellaneous

Pick Up.....	
\$66/trip	
Travel Time.....	Hourly Rate
Per Diem (variable, depending on location).....	
Quote	
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.....	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly
Rate Rush Surcharge.....	normal rate
plus 50%	

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128)	38
California Bearing Ratio includes Max Density Method C (ASTM D854)	618
California Impact (Cal 216)	206
Clay Lumps in Aggregate/Per Size (ASTM C142).....	150
Cleanness Value – 1" and Smaller (Cal 227)	200
Cleanness Value – Larger than 1' (Cal 227)	225
Consolidation (ASTM D2435).....	200

Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles/Size (Cal 205, ASTM D693).....	121
Direct Shear (ASTM D3080).....	208
Durability Factor (Cal 229, ASTM D3744).....	97
Durability Index (Cal 229, ASTM D3744).....	224
Expansion Index (ASTM D4289).....	177

Soil and Aggregate - Continued

Fine Aggregate Angularity (AASHTO T304).....	200
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces/Size (ASTM D4791).....	175
Hydrometer (Cal 203, ASTM D422).....	110
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	58
Los Angeles Abrasion – larger than 1 1/2" (Cal 211, ASTM C535).....	237
Los Angeles Abrasion – 1 1/2" and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557).....	88
Maximum Density/Optimum Moisture - 4" (ASTM D1557).....	200
Maximum Density/Optimum Moisture - 4" (ASTM D698).....	200
Maximum Density/Optimum Moisture - 6" (ASTM D1557).....	220
Maximum Density/Optimum Moisture - 6" (ASTM D698).....	200
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216).....	35
Natural Density –Chunk Sample (ASTM D2937).....	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	35
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Permeability Remold Sample includes Maximum Density (ASTM D2434).....	400
Permeability Remold Sample includes Maximum Density (ASTM D5084).....	560
Permeability Undisturbed Sample (ASTM D5084).....	360
Petrographic Analysis (Cal 215, ASTM C295).....	Quote
pH & Resistivity (Cal 204, ASTM D4318).....	126
Plastic Limit (Cal 204, ASTM D4318).....	69
Plasticity Index (Cal 643, ASTM G51).....	127
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422).....	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136).....	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422).....	62
Soluble Sulfate (Cal 417).....	62
Soundness 5 Cycles/Size (Cal 214, ASTM C88).....	120
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127).....	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	74
Triaxial Shear Consolidated-Undrained (ASTM D4767).....	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850).....	150
Triaxial Staged Consolidated-Undrained (ASTM D4767).....	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850).....	210
Unconfined Compression (ASTM D2166).....	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	
.....\$833 Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	46
5	
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	178
Gyratory Compacted Plug (AASHTO T312)	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem – Maximum Bulk Specific Gravity (Cal 308)	133
Hveem & Stabilometer Value (Cal 366)	168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

Concrete

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rapture (Cal 523, ASTM C78)	74
Modulus Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1040
Shotcrete Panel, 3 Cores – Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92

Masonry Prism Compression (ASTM E447).....	149
Mortar Bond Strength – Pull Test (ASTM C482).....	62
Mortar Cylinder Compression.....	27
Mortar Shear Strength (ANSI 118).....	53
Relative Mortar Strength (Cal 515).....	53
Shrinkage – Masonry Block (ASTM C426).....	252
Trial Grout Prisms (ASTM C942).....	38
Water Retention and Air Content (ASTM C270).....	468

Metal

Bend Test, Reinforcing Steel (ASTM A615).....	45
Bend Test, Structural Steel (ASTM A370).....	60
Bolt Assembly – Hardness Test.....	74
Bolt Assembly – Tensile & Proof Load Test.....	74
Modulus of Elasticity (Steel).....	146
Tensile Strength #3 - #8 Bar (ASTM A615/A706).....	\$74
Tensile Strength #9 - #11 Bar (ASTM A615/A706).....	90
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength, Structural Steel (ASTM A370).....	121

Miscellaneous

Fire Proofing Density Test (ASTM E605).....	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039).....	520
Rebound Hammer Calibration.....	40
Material Preparation.....	40/hr
Relative Humidity Test (ASTM F2170).....	40/kit
Concrete Vapor Emission Kits (ASTM F1869).....	36/kit
Test Chamber and Water Spray Rack (ASTM E1105).....	275/hour
Miscellaneous Charges.....	Various
Default Expense.....	Various

TURPIN & RATTAN
ENGINEERING INC.

ENGINEERING FEE

A. Engineering and Design

- Principal	\$185.00 per hour
- Professional Engineer	165.00 per hour
- Project Manager	135.00 per hour
- Senior Designer	125.00 per hour
- Designer	115.00 per hour

B. Computer Aided Drafting

- Senior CADD Technician	90.00 per hour
- CADD Technician	80.00 per hour

C. Report/Specification/Letter Typing

- Administrative	80.00 per hour
------------------	----------------

TIME SCHEDULE

DESIGN FOR SALK NEIGHBORHOOD PARK JOINT USE DEVELOPMENT (H156535)

*TASK 1: DESIGN/GENERAL DEVELOPMENT PLAN PHASE

Work to start following Notice to Proceed (NTP)
..... 12 MONTHS

*TASK 2: 60%, 95% AND FINAL PS&E CONSTRUCTION DOCUMENTS

*TASK 3: 60%, 95% AND FINAL PS&E STREET IMPROVEMENT PLANS

*TASK 4: 60%, 95% AND PS&E CD PROCESSING

*TASK 5: PREPARATION OF TECHNICAL SPECIFICATIONS & SPECIAL PROVISIONS

..... 18 MONTHS

*TASK 6: CONSTRUCTION ADMINISTRATION

..... 12 MONTHS

GENERAL ASSUMPTIONS

Design Professional assumes that typical City, DSD and other agencies' review period for this type of project submittals are 30-60 calendar days.

*Each item will be running consecutively

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

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

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

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

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

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

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

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

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

- 1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer’s subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- 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. Maintaining Participation Levels.

- i. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- ii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- iii. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- iv. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- v. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

VII. Certifications.

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

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

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

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

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

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

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

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints

BB. Work Force Report

CC. Subcontractors 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.

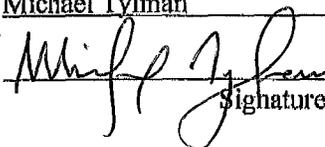
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned 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
11/4/2005	Michael Baker International – San Diego Office (9755 Clairemont Mesa Blvd., San Diego, CA 92124)	Employment-related claims of: (1) race, color, national origin and/or ancestry discrimination & harassment; (2) negligent hiring, supervision and retention of employee; and (3) retaliation	Yes	DFEH and EEOC found the claim was without merit; lawsuit dismissed by claimant on 10/27/07	None required

Design Professional Name Michael Baker International

Certified By Michael Tylman

Title Senior Vice President


Signature

Date 12/14/16

USE ADDITIONAL FORMS AS NECESSARY

WORK FORCE REPORT – NAME OF FIRM: Michael Baker International, Inc. DATE: _____

OFFICE(S) or BRANCH(ES): Irvine, California COUNTY: Orange

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	4	1	6	2	0	0			55	16	1	0
Professional	1	1	0	2	0	1	0	0			5	7	0	2
A&E, Science, Computer	0	0	12	5	13	9	0	0			34	14	3	2
Technical	0	0	0	1	1	1	0	0			16	4	1	0
Sales	0	0	0	0	0	0	0	0			1	2	0	0
Administrative Support	0	2	1	5	1	0	0	0			1	18	0	1
Services	0	0	1	0	0	0	0	0			1	0	0	0
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	3	20	14	21	13	0	0			113	61	5	5
--------------------	---	---	----	----	----	----	---	---	--	--	-----	----	---	---

Grand Total All Employees	257
---------------------------	------------

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

Disabled	0	0	0	0	0	0	0	0			0	1	0	0
----------	---	---	---	---	---	---	---	---	--	--	---	---	---	---

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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) 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 WFR.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 WFR 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 WFRs 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**
The Engineering Partners, Inc. (EPI) 9565 Waples Street, Suite 100 San Diego, CA 92121	Electrical Engineering	4	MBE/SB	CA PUC/ CADGS
AARK Engineering, Inc. 1870 Cordell Ct, Ste. 102 El Cajon, CA 92020	Structural Engineering	4	ELBE	City of SD
Southern California Soils and Testing 6280 Riverdale Street San Diego, CA 92120	Geotechnical Engineering	2	SLBE/SB/ DVBE	City of SD/ CADGS
Manuel Oncina Architects, Inc. 5711 La Jolla Boulevard La Jolla, CA 92037-7302	Architecture	13	ELBE	City of SD

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

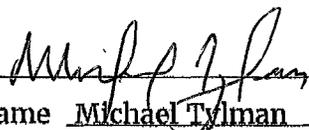
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Salk Neighborhood Park Joint Use Development

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:

Michael Baker International Inc.
Name under which business is conducted

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

Signed 
Printed Name Michael Tylman
Title Senior Vice President
Date 12/14/16

**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 deputy director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.

- 1. Department / Board / Commission / Agency Name: Public Works Department
2. Name of Specific Consultant & Company: Michel Baker International
3. Address, City, State, ZIP: 9455 Clairemont Mesa Boulevard, Suite 100, San Diego, CA 92117
4. Project Title (as shown on 1472, "Request for Council Action"): Salk Neighborhood Park Joint Use Development
5. Consultant Duties for Project: Design and preparation of construction documents for an approximately 4.1 park acres Adjacent to the Salk Elementary School within The Mira Mesa Community It may include a multi-use-sports field, play area, parking area, walkways, walking track, & Comfort Station.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: [Signature]
Mark Nassar, Deputy Director

[Date] 10/4/14

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

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): Salk Neighborhood Park Joint Use Development 7825 Flanders Drive, San Diego, CA 92126 1b. Brief Description: Design 4.1 park acres and 2.0 joint use acres adjacent to the Salk Elementary School. It may include a multi-use-sports field, paly area, parking area, walkways, walking track, comfort station 1c. Budgeted Cost: \$ 444,858.00 WBS/IO: S14007	2a. Name and address of Consultant: Michael Baker International 9755 Clairemont Mesa Boulevard, San Diego, CA 92124 2b. Consultant's Project Manager: Jeremy Franzini Phone: (949) 472-3415																					
3. CITY DEPARTMENT RESPONSIBLE																						
3a. Department (include Division): Public Works Department / Architectural Engineering and Parks	3b. Project Manager (address & phone): Yovanna Lewis 525 B Street, Suite 750 San Diego, CA 92101 Phone: (619) 533-5130																					
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 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																				
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																				
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Final Construction</td> </tr> <tr> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Completion: _____</td> </tr> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
% of Design Phase Completion	%	%	100%																			
Agreed Delivery Date:	_____	_____	_____																			
Actual Delivery Date:	_____	_____	_____																			
Acceptance of Plans/Specs.:	_____	_____	_____																			
Final Construction																						
Est. Completion: _____																						
Actual Completion: _____																						
5. Construction Support																						
5a. Contractor _____ <i>(name and address)</i>		Phone (____) _____																				
5b. Superintendent _____																						
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ 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-Built Compliance with Contract & Budget Responsiveness to City Staff	Excellent <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Poor <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/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	EXCELLENT	SATISFACTORY	POOR	N/A	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"/>	<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 _____ : _____

_____ :

_____ :

_____ :

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

EXHIBIT I

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

A. BID/PROPOSER/SOLICITATION TITLE:

Design for Salk Neighborhood Park Joint Use Agreement

B. BIDDER/PROPOSER INFORMATION:

Michael Baker International

Legal Name

DBA

Street Address

City

State

Zip

9755 Clairemont Mesa Blvd. San Diego, CA

(949) 472-3415

(949) 837-4122

Contact Person, Title

Phone

Fax

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 04 / 28 / 1972 State of incorporation: Pennsylvania

List corporation's current officers: President: Kurt Bergman
Vice Pres: Rick Rubin
Secretary: James McKnight, JD
Treasurer: Brian Lutes

Is your firm a publicly traded corporation? Yes No

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

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

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

Partnership Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

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

Joint Venture Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

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

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

- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? No
- 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: Citizens Bank

Point of Contact: N/A

Address: 525 William Penn Place, 15219

Phone Number: 412-867-2418

- 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: County of San Diego, Department of Parks and Recreation

Contact Name and Phone Number: Mr. Sean O'Neill, (858) 966-1355

Contact Email: sean.oneill@sdcounty.ca.gov

Address: 5510 Overland Avenue, San Diego, CA 92123

Contract Date: 2009-2012

Contract Amount: \$110,000

Requirements of Contract: Park design and final construction documents.

Company Name: City of Malibu

Contact Name and Phone Number: Mr. Bob Stallings, (310) 456-2489 x 225

Contact Email: bstallings@malibucity.org

Address: 23825 Stuart Ranch Road, Malibu, CA 90265

Contract Date: 2015-current

Contract Amount: \$349,000

Requirements of Contract: Park master planning and EIR.

Company Name: City of Coachella

Contact Name and Phone Number: Jonathan Hoy, (760) 398-5744

Contact Email: jhoy@coachella.org

Address: 1515 Sixth Street, Coachella, CA 92236

Contract Date: 2011-2012

Contract Amount: \$382,000

Requirements of Contract: Park master planning and final construction documents.

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 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: The Engineering Partners, Inc (EPI)

Contact Name and Phone Number: Bobby Eugenio, (858) 824-1761

Contact Email: bobby@engineeringpartners.com

Address: 9565 Waples Street, Suite 199, San Diego, CA 92121

Contract Date December 8, 2015

Sub-Contract Dollar Amount: \$15,500

Requirements of Contract: Electrical engineering

What portion of work will be assigned to this subcontractor: 4%

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: AARK Engineering

Contact Name and Phone Number: Mark Van Bibber, (619) 312-6336

Contact Email: vanbibber@aarkengineering.com

Address: 1870 Cordell Court, Suite 202, El Cajon, CA 92020

Contract Date December 4, 2015

Sub-Contract Dollar Amount: \$15,080

Requirements of Contract: Structural engineering

What portion of work will be assigned to this subcontractor: 4%

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.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** **No** If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Southern California Soils and Testing

Contact Name and Phone Number: W. Lee Vanderhurst, (619) 280-4321

Contact Email: lvanderhurst@scst.com

Address: 6280 Riverdale Street, San Diego, CA 92120

Contract Date December 15, 2015

Sub-Contract Dollar Amount: \$6,500

Requirements of Contract: Geotechnical investigation

What portion of work will be assigned to this subcontractor: 2%

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: Manuel Oncina Architects, Inc.

Contact Name and Phone Number: Manuel Oncina, (858) 459-1221

Contact Email: moncina@oncinaarc.com

Address: 5711 La Jolla Boulevard, La Jolla, CA 92037

Contract Date December 11, 2015

Sub-Contract Dollar Amount: \$52,760

Requirements of Contract: Architecture

What portion of work will be assigned to this subcontractor: 13%

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.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: AeroTech Mapping

Contact Name and Phone Number: Mike Dauer, (619) 606-5020

Contact Email: Mikedauer@atmlv.com

Address: 29970 Technology Drive, Murrieta, CA 92563

Contract Date December 6, 2015

Sub-Contract Dollar Amount: \$3,650

Requirements of Contract: Aerial mapping

What portion of work will be assigned to this subcontractor: 1%

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: Turpin & Rattan Engineering

Contact Name and Phone Number: Cesar Rodriguez, (619) 466-6224

Contact Email: crodriguez@treisd.com

Address: 4719 Palm Avenue, La Mesa, CA 91941-5221

Contract Date December 9, 2015

Sub-Contract Dollar Amount: \$7,500

Requirements of Contract: Plumbing

What portion of work will be assigned to this subcontractor: 2%

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: Not Applicable

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.

Michael Tyman, Senior Vice President

Name and Title



Signature

12/14/16

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.

OWNERSHIP AND NAME CHANGES

On July 1, 2015, RBF Consulting, a California corporation, which was currently registered to do business in California, entered into an Agreement and Plan of Merger with Michael Baker International, Inc. f/k/a/ Michael Baker Jr., Inc., pursuant to which Michael Baker, merged into Michael Baker International, Inc., with Michael Baker International, Inc. assuming all of the right and obligations of Michael Baker by operation of law (the "Merger"). To continue to do business in California, the combined entity Michael Baker International, Inc. filed the necessary paperwork to reflect it as the surviving entity of the Merger, with the appropriate state departments. The combined entity, Michael Baker International, Inc. is fully committed to its clients and their success. We look forward to a continued relationship with the City of San Diego.

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.

Michael Tylman, Senior Vice President

Print Name, Title



Signature



Date

**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.

Michael Baker International

Name of Firm

Michael Tylman, Senior Vice President

Signature of Authorized Representative

Michael Tylman

Printed/Typed Name

12/14/16

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Design for Salk Neighborhood Park Joint Use Development

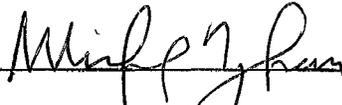
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Michael Baker International

(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 Michael Tylman

Title Senior Vice President