

**DUPLICATE ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
KENNEDY/JENKS CONSULTANTS, INC.**

**FOR  
DESIGN OF ALVARADO 2<sup>ND</sup> PIPELINE  
EXTENSION**

**CONTRACT NUMBER: H166752**

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**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 KENNEDY/JENKS CONSULTANTS, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Kennedy/Jenks Consultants, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Alvarado 2<sup>nd</sup> Pipeline Extension (H166752) [Project].

**RECITALS**

The City wants to retain the services of a professional civil engineering firm to provide civil engineering design 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] desire to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide 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-Engineering Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Public Works-Engineering Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement

shall be effective until completion of the Scope of Services or for no more than seventy two (72) months, whichever is the earliest. Any extension beyond seventy two (72) months will require City Council approval via Ordinance.

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

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

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

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

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of

documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed **\$6,144,031**. The compensation for the Scope of Services shall not exceed **\$5,585,483** and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed **\$558,548**. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

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

<b>PHASED FUNDING SCHEDULE</b>			
<b>Funding Phases</b>	<b>Description</b>	<b>Dates</b>	<b>Total Not to Exceed Amount</b>
1	Work to be completed in Phase 1 shall include: Pre-Design Phase, 30% Design and 60% Design (Existing	From date of execution of Agreement through completion of Agreement	\$3,288,612

	Condition Evaluation and Field Investigation)		
2	Work to be completed in Phase 2 shall include: 100% Design (Draft Specification and Estimate), Environmental Studies and Permits	From 07/01/2018 through completion of the Agreement	\$2,105,969
3	Work to be completed in Phase 3 shall include: Final Design (Final Plans, Specification and Estimate)	From 07/01/2019 through completion of the Agreement	\$218,560
4	Work to be completed in Phase 4 shall include: Bidding and Construction Phase	From 07/01/2020 through completion of the Agreement	\$265,445
5	Work to be completed in Phase 5 shall include: Construction Phase and As-Built Process	From 07/01/2021 through completion of the Agreement	\$265,445
<b>Total</b>			<b>\$6,144,031</b>

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

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

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

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

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

<b>Funding Phases</b>	<b>Fixed Amount</b>	<b>Not to Exceed Amount for Additional Services</b>	<b>Total Not to Exceed Amount</b>
1	\$2,989,647	\$298,965	\$3,288,612
2	\$1,914,517	\$191,452	\$2,105,969
3	\$198,691	\$19,869	\$218,560
4	\$241,314	\$24,131	\$265,445
5	\$241,314	\$24,131	\$265,445
<b>Total</b>	<b>\$5,585,483</b>	<b>\$558,548</b>	<b>\$6,144,031</b>

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

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

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

Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

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

#### **ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS**

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

#### **4.2 Right to Audit.**

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

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

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

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

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

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

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

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

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

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

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

**4.3.1.3 Workers' Compensation.** For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers'

liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

**4.3.3 Acceptability of Insurers.**

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

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

**4.3.4 Required Endorsements.**

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

**4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected

officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

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

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

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

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

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

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

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

#### **4.5 Contract Records and Reports.**

**4.5.1** The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit:  
<http://stage.prismcompliance.com/etc/vendortutorials.htm>

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

#### **4.6 Non-Discrimination Requirements.**

##### **4.6.1 Compliance with the City's Equal Opportunity Contracting Program.**

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

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

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

provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** 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 of San Diego's Purchasing & Contracting Department (Equal Opportunity Contracting Division) 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

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

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

**4.20.5. Working Hours.** Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight 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. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

**4.20.11 List of all Subcontractors.** The City may ask Design Professional for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this Agreement, and Design Professional shall provide the list within ten (10) working days of the City's request. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement (regardless of tier), within ten working days of the completion of the Agreement, along with their DIR registration numbers. The City shall withhold final payment to Design Professional until at least 30 days after this information is provided to the City.

**4.20.12 Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design

Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

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

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

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

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

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

### **6.2 Design Professional Services Indemnification and Defense.**

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

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

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

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

## **ARTICLE VII MEDIATION**

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

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

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

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

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

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

**7.4 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, attorneys’ fees.

## ARTICLE IX MISCELLANEOUS

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

Professional shall be addressed to: Kennedy/Jenks Consultants, Inc., 9665 Granite Ridge Drive, Suite 210, San Diego, CA 92123.

**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: Patrick Huston and Sarah Williams [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](http://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).

**9.25 Equal Pay Ordinance.** Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

*The remainder of this page has been intentionally left blank.*

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance No. 20875, authorizing such execution, and by the Design Professional pursuant to Kennedy/Jenks Consultants, Inc.'s signature authority document.

I HEREBY CERTIFY I can legally bind Kennedy/Jenks Consultants, Inc. and that I have read all of this Agreement, this 17<sup>th</sup> day of JULY, 2017.

By Patrick Huston  
Patrick Huston  
Principal-in-Charge, Vice President

Dated this 8<sup>th</sup> day of January, 2018.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: James Nagelvoort  
James Nagelvoort  
Director  
Public Works Department

I HEREBY APPROVE the form of the foregoing Agreement this 11<sup>th</sup> day of January, 2018.

MARA W. ELLIOTT, City Attorney

By Debra DeMaio  
Deputy City Attorney

00-20875

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**

# SCOPE OF SERVICES

# SCOPE OF SERVICES

## DESIGN OF ALVARADO 2<sup>ND</sup> PIPELINE EXTENSION

(H166752)

The Scope of Services defines the extent of Kennedy/Jenks Consultants' (herein referred to as "design Consultant", "Consultant", "Design Professional" or "Kennedy/Jenks") services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support of the Alvarado 2nd Pipeline Extension herein referred to as the Project. The City of San Diego ("City") estimates a period of 24 months to complete the Design Phase, 6 months to complete the Advertisement, Bid, Council Approval, and Award Phase, and 30 months to complete the Construction Phase (total of 60 months).

### PROJECT BACKGROUND

The Alvarado 2<sup>nd</sup> Pipeline Extension will be a new water pipeline starting at West Mission Bay Dr, and extending along Sea World Drive, Hazard Center Drive and Friars Road, ending on the east side of I-805 and Friars Road (approximately 6.42 miles). The proposed pipeline will be 48-inch diameter Cement-Mortar Lined and Coated (CML&C) steel pipe extending westerly from I-805 and Friars Road and a 30-inch diameter CML&C steel pipeline from the intersection of Napa Street and Morena Blvd to West Mission Bay Drive. A 16-inch diameter AC main will also be replaced parallel to the 30-inch CML&C pipe along Sea World Drive. Additional AC main will be replaced along Friars Road (approximately 3.56 miles), and a 16-inch CI main will be replaced along Morena Blvd between Friars Road and Taylor Street (approximately 1800 linear feet). The Project scope of services (SOS) also consists of installing a Pressure Regulating Station (PRS) at the intersection of Sea World Drive and Friars Road. A special design and coordination interaction with Cal-Trans will be required for the 48-inch CML&C pipeline that crosses under the I-5, I-805 and SR-163 freeway, and with MTS for work within their right-of way near Fashion Valley Mall and at rail crossings along Friars Blvd.

### PHASE A - DESIGN SCOPE OF SERVICES

This Design SOS defines the extent of the Design Consultant's engineering services for the Project. The Project is proposing to build a new 48-inch diameter and a 30-inch diameter transmission main to extend the existing Alvarado 2<sup>nd</sup> Pipeline westerly. A 536-ft to 390-ft hydraulic grade line (HGL) PRS will be built at the Friars Road and Sea World Drive intersection to regulate the pressure feeding the University Heights 390 Zone. An existing 12-inch diameter AC pipe (approximately 1,470 LF) just northwest of the West Mission Bay Drive Bridge within the Pacific Beach 307 Zone will be relocated along Sea World Drive (approximately 2,241 LF), connecting to the new 20-inch diameter Pacific Beach Pipeline along West Mission Bay Dr. An existing 16" will be replaced along Friars Rd between Frazee and Fashion Valley Road (approximately 4600 LF), and hung from the bridge over 163. The recommended alignment is located primarily within heavily traveled public road right-of-ways. The project will incorporate open cut trench and trenchless construction methods. Several key elements of the pipeline project are listed below:

- Caltrans SR-163 & I-5 freeway crossing;
- High Traffic Street – Open Cut Trench and/or Trenchless construction;
- Easement Acquisition;
- Pressure Reducing Station;
- Design of new handicap accessible curb ramps impacted by this project. Consultant will comply with the latest 2015 City Standard Drawings on curb ramps; and
- Project Conflict Coordination.

### TASK 1 - PROJECT MANAGEMENT AND SUPPORT

The objective of Task 1 is to develop and implement the appropriate management procedures and actions to facilitate timely and cost-effective delivery of quality services and products to the City. This task will consist of project monitoring and administration and project quality assurance/quality control (QA/QC) activities.

Consultant will provide management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award, and Construction phases.

### ***TASK 1.1 - COORDINATION***

Consultant will provide coordination and communications between the City Project Management staff and the Consultant staff to keep the project team informed of the Project's progress on key issues and decisions. The Consultant will inform the City of subconsultant activities and relay any feedback from City staff affecting their work. Consultant's PIO officer will provide information to fulfill the community and environmental expectations of the project, as directed by the City, including up to 4 PowerPoint presentations.

#### **Subtask 1.1.1 – Morena Pipeline and other Public Works Projects Coordination**

The Consultant will coordinate with the Morena Pipeline project, State Route 163 & Friars Rd Interchange Project, and other Public Works projects that interface with the Alvarado 2<sup>nd</sup> Pipeline Extension project. It is assumed the coordination activities will consist of up to 40 1-hr conference calls with the Consultant Project Manager's and Project Engineer's attendance. Bulleted summaries of the conference call will be prepared and issued electronically by the Consultant.

#### **Subtask 1.1.2 – Internal Team Meetings**

The Consultant will conduct weekly team meetings in the Consultant's office with the Consultant's staff and subconsultants during design. The intent of the meeting will be to communicate activity status, discuss issues, and resource allocation, and any other topics relative to project implementation.

### ***TASK 1.2 - PROJECT MEETINGS***

Consultant will attend the following meetings with the City, coordinate the preparation of supporting materials, and provide status on project design issues/problems. The Consultant will prepare a meeting agenda and minutes for meetings and distribute electronically (Adobe format) to attendees and others designated by the City's Project Manager.

- Design Kickoff Meeting – The Kickoff meeting will be attended by the Consultant Project Manager and Project Engineer. The preliminary project schedule will be presented by the Consultant. One (1) 3-hour kickoff meeting has been assumed.
- Biweekly Design Progress Meetings - Design Consultant will lead progress meetings with task managers and/or major subconsultants assisting in performing work. Fourty eight (48) 2-hour bi weekly Design Progress Meetings have been assumed. Progress meetings may be in person or via conference call, as deemed necessary by the Project Manager.
- Milestone Design Review Meetings – Milestone Design Review meetings will occur at the end of the City review period for each of the interim submittals: 30%, 60%, 100%. Milestone meetings will review the City's consolidated comments on the submittal. It is assumed each meeting will have a 3-hour duration and be attended by the Consultant Project Manager and Project Engineer.

The following deliverables shall be submitted by the Consultant:

- Documentation of Meetings (Agendas and Meeting Minutes)

### ***TASK 1.3 - PROJECT SCHEDULE***

Consultant will prepare a draft and final project baseline schedule in Microsoft Project. The schedule will include project tasks, task interrelationships, milestone dates, quality reviews of deliverables, and intermediate and final project deliverables, in accordance with the City of San Diego Guidelines and Standards. The Consultant will develop separate schedules within the project baseline schedule for the individual tasks identified in the work breakdown structure (WBS). Consultant will initiate corrective action when deviations from scheduled task completions arise.

Consultant will monitor the schedule on a regular basis, and update on a monthly basis during design, to show actual and planned progress. The monthly schedule update will be submitted electronically (Adobe format) with the monthly invoice and progress report.

The following deliverables shall be submitted by the Consultant:

- Monthly Schedule Updates

#### **TASK 1.4 - CONTRACT ADMINISTRATION**

The Consultant will provide management and oversight of in-house project personnel and subconsultants. This subtask will also include the provision of administrative support in the Consultant's office for the duration of the Project. The Consultant will review and monitor project budget and progress on a regular basis, including management of Consultant in-house and subconsultant activities. The Consultant will allocate resources to meet project objectives based on this SOS, and will perform necessary project controls activities to accomplish day to day management of the work of the Alvarado 2<sup>nd</sup> Pipeline Extension contract.

##### **Subtask 1.4.1 Project Management Plan**

The Consultant will prepare a Project Management Plan (PMP) following the notice to proceed. The PMP will consist of:

- City Expectations
- Scope of Work (from contract)
- Team Organization and Responsibilities
- Invoicing Procedures
- Work Plan
- Baseline Schedule
- Progress Reporting Procedures
- Quality Plan (separate document)
- Health and Safety Plan (HASP)
- Communications Plan
- Document Control Plan
- Change Management Procedures

The PMP will also include a project HASP that will identify and address potential hazards to the Consultant's and Subconsultants' staff during the Project. The HASP includes potential hazards during field activities while working along the pipeline alignment during field investigation and construction activities.

The following deliverables shall be submitted by the Consultant:

- Draft Project Management Plan (PMP)
- Final PMP following receipt of City Comments.

##### **Subtask 1.4.2 - Progress / Status Reporting**

The consultant will develop the format of the monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The monthly project progress reports will be prepared and delivered to the City electronically (Adobe format), and will be attached to the monthly progress invoice. The monthly progress report contents will consist of:

- Schedule Information (updated monthly),
- Estimates of percentage of individual major task completion,
- A projected spending curve and earned value analysis
- Budget Information (actual expenditures for the preceding month and progress-to-date for each major task (e.g. Task 1, Task 2),
- Issues Encountered during the preceding month,
- Change order authorizations,
- Design Consultant Action Items, and
- City Action Items.

The following deliverables shall be submitted by the Consultant:

- Monthly Progress reports

#### **Subtask 1.4.3 – Project Accounting**

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement (Agreement) and the work breakdown structure (WBS). Consultant will prepare and submit monthly invoices electronically (Adobe format) to the City in accordance with the Agreement. The invoices will include a cover page that identifies the Purchase Order #, Invoice #, current billed amount, previously billed amount, and amount remaining in the contract. Monthly invoices will include subconsultant invoices submitted and reviewed by Consultant.

The following deliverables shall be submitted by the Consultant:

- Monthly Invoices

#### **Subtask 1.4.4 – Project Document Control System**

Consultant will provide deliverables, as defined within this scope of work, in hard copy and electronic format (Adobe, Microstation, Microsoft Word, and Excel) as required by the Agreement to the City for storage in the City's Document Control System. Consultant will establish and maintain its own independent document control system.

#### ***TASK 1.5 - QUALITY ASSURANCE/ QUALITY CONTROL***

The Consultant will develop a quality assurance/quality control (QA/QC) program for work activities included in this scope of services. The intent of the QA/QC program will be to check planning methods, design methods, calculations, drawings, specifications, and other technical issues associated with the project.

#### **Subtask 1.5.1 – Quality Management Plan**

The Consultant will prepare a draft and final Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to City comments on deliverables, and record keeping requirements. The QMP will also identify personnel and schedules to complete QA/QC reviews of the work and deliverables. The proposed plan will include the following elements:

- Organization chart showing authority, lines of communications, and control functions
- The names, duties and responsibilities of each quality control reviewer
- Procedures for preparation and checking of deliverables and calculations, at various levels throughout the design process, and correcting the work
- Compliance methods
- Procedures for subconsultants
- Reporting and documentation procedures, including proposed reporting formats.

The following deliverables shall be submitted by the Consultant:

- Draft QMP for City review
- Final QMP following receipt of City comments

#### **Subtask 1.5.2 – Technical Advisory Committee**

The Consultant will conduct up to 2 in-house Technical Advisory Committee (TAC) meetings during the 30% design phase to obtain input on the alignment, preliminary project criteria, design approach, constructability and lessons learned from the Consultant's senior technical staff and independent consultants to provide guidance, prior to the submittal of the Preliminary Design Report (PDR). The TAC meetings will be held at Consultant's San Diego office and will be attended by some of the TAC members, as deemed appropriate, and up to 4 key project team members. The purpose is to provide focused technical input from senior Kennedy/Jenks staff and external technical experts based on their experience from other similar projects.

#### **Subtask 1.5.3 – QA/QC Monitoring and Project Reviews**

Draft technical memoranda, design submittals (30%, 60%, 100%), and other deliverables included in the SOS will be reviewed. Reviews will be performed by senior Consultant personnel as identified in the QMP. Key deliverables (e.g. technical memoranda and design submittals) will be accompanied by a form or letter signed off by the appropriate Consultant task lead(s) acknowledging that the document has been reviewed.

## **TASK 2 - FIELD INVESTIGATION/ STUDIES**

### **TASK 2.1 - GEOTECHNICAL INVESTIGATION**

Through the services of a specialty geotechnical engineering subconsultant, proposed boring locations will be plotted on a plan sheet and submitted in "draft" format to the Consultant's Project Manager for Consultant design team review. After boring locations are finalized, a final location map will be prepared and submitted to the City project manager for the City's review.

2016 prevailing wage rates have been utilized in Consultant's estimated costs for traffic control, drilling and cone penetration (CPT) exploration. Permit applications for geotechnical work will be prepared for the County of San Diego Department of Environmental Health. Completion reports will be filed with the County of San Diego Department of Environmental Health. Upon completion of CPT soundings and core borings, holes will be filled with bentonite grout and patched with black concrete. Note that Consultant's costs assume that cuttings will not be contaminated. If contamination is present, additional costs for disposal of cuttings will be incurred. In addition, Consultant's costs do not include night drilling.

The geotechnical exploration program will consist of the following tasks:

#### **Subtask 2.1.1 - Research and Background Review**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will review existing geotechnical reports from the City of San Diego archived files, in-house and public domain geologic maps and publications along the alignment, seismicity data and historic aerial photographs. Mapped limits of the landfill along Sea World Drive will be reviewed, if available from the City of San Diego. Consultant will also review available Caltrans and MTS foundation design information regarding existing foundation and drainage design at the SR-163 and I-5 Freeway crossings and the MTS crossing.

#### **Subtask 2.1.2 - Exploration with Hollow Stem Drill Rig, Friars Road, I-805 to I-5 Crossing**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will perform up to 20 exploratory borings along the proposed alignment within the Friars Road Right of Way at selected locations. Soil samples will be obtained from the boring and tests conducted for: pH, minimum resistivity, sulfate, chloride content, gradation, maximum dry density, remolded direct shear and moisture/density determinations.

#### **Subtask 2.1.3 - Exploration with Excavator at Trenchless Crossings, I-805 to I-5 Crossing**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will perform up to 10 exploratory trench excavations at entry and exit points of trenchless crossings. Soil samples will be gathered from the test pits and tests conducted for pH, minimum resistivity, sulfate, chloride content, gradation, soil abrasion and maximum dry density. In addition to the tests indicated, the presence of cobbles and/or boulders will be determined by these explorations.

#### **Subtask 2.1.4a - Cone Penetrometer (CPT) Exploration, Sea World Drive and Friars Road Between Interstate 5 and Sea World Drive**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will perform up to 8 CPT soundings along the subject alignment. Consultant assumes that one CPT sounding will be performed along Friars Road immediately west of the I-5 crossing and the remaining CPT soundings will be performed along Sea World Drive. The data acquired from CPT soundings will be used for subsequent estimation of soil properties including classification, density, horizontal permeability, shear modulus, shear strength and elastic modulus.

#### **Subtask 2.1.4b – Bucket Auger Boring Exploration Along Sea World Drive and Friars Road Between Interstate 5 and Sea World Drive**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will perform 4 exploratory bucket auger borings along this portion of the alignment. The purpose of these borings will be to identify the presence or absence of landfill materials in the selected locations. Borings will be performed in traffic areas using a 24-inch diameter bucket auger drill rig. Borings will be excavated to a maximum depth of 15 feet but will be terminated early if the bottom of landfill materials can be identified or if groundwater is encountered. Tests will include pH, minimum resistivity, sulfate, and chloride content.

#### **Subtask 2.1.5 - Rotary Wash Exploration at Trenchless Crossings - SR-163 Crossing, Friars Road and Napa Street (4 borings)**

Through the services of a specialty geotechnical engineering subconsultant, Consultant, will, at or near the entry and exit pits for trenchless crossings, perform up to 4 eight-inch diameter rotary wash borings. 2 borings in the vicinity of the SR-163 to an approximate depth of 50 feet and 2 borings at the Friars and Napa St Intersections to an approximate depth of 40 feet. Borings will be terminated at shallower depths if practical drill rig refusal is met. Borings will be performed outside of Caltrans right of way, therefore coordination with Caltrans and a Caltrans encroachment permit will not be required. Soil samples will be gathered from the boring and tests conducted for pH, minimum resistivity, sulfate, chloride content, gradation and direct shear strength.

#### **Subtask 2.1.6 – Installation of Groundwater Monitoring Wells at Trenchless Crossings**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will install up to 2 groundwater monitoring wells- one monitoring well in the vicinity of the alignment's crossing of SR-163 and one monitoring well near the Friars and Napa Street Intersection. Monitoring wells will be drilled to a maximum depth of 30 feet, but may be shallower depending on groundwater conditions. Monitoring well borings will be logged by Consultant's field representative. Consultant assumes that monitoring wells will be left in place until construction begins. Note that the Scope of Services (SOS) includes installation and permitting for initial installation. The SOS and costs do not include destruction of wells, destruction permit fees or annual maintenance fees. Groundwater readings, if desired after initial readings, may be provided on a "Time and Expenses" basis in accordance with the attached Schedule of Charges, Limitations and Terms.

#### **Subtask 2.1.7a - Geotechnical Analysis and Report**

Consultant will utilize data from research, field exploration and laboratory testing performed in tasks 2.2.1 through 2.1.6 to characterize geotechnical conditions along the alignment, identify geotechnical hazards, develop geotechnical design parameters and to develop mitigative recommendations, as needed. Consultant will evaluate seismic design parameters in accordance with current standards. Consultant will analyze the effects of liquefaction/lateral spreading and dynamic settlement on the proposed construction. Consultant will also evaluate current published data in regard to tsunami inundation potential along the pipeline. Consultant will develop geotechnical design parameters for thrust block design and lateral earth pressures for temporary shoring. Consultant will also develop recommendations for excavation and backfilling including suitability of existing soils for re-use as compacted fill and import soil criteria. In shallow groundwater areas where CPT exploration is performed, Consultant will develop estimates of horizontal permeability for contractor use in dewatering design (if needed).

Corrosivity of site soils will be evaluated along the portion of the alignment east of the I-5 crossing. West of the I-5 crossing, it is assumed that corrosivity protection measures will be needed, so no additional corrosivity testing is prescribed.

Data, findings, conclusions and recommendations will be summarized in a geotechnical data and design report, along with appropriate illustrations, and digital copies will be submitted. This report will include characterization of site geologic conditions and recommended geotechnical design criteria for the proposed construction. The geotechnical data and design report will specifically address:

- recommendations for ground acceleration under a design seismic event
- liquefaction
- dynamic settlement and lateral spreading potential
- ground rupture potential
- lateral earth pressures
- stability of temporary excavations
- shoring parameters
- modulus of soil reaction
- pipe bedding and earthwork recommendations.

The following deliverables shall be submitted by the Consultant:

- Draft Geotechnical Data and Design Report (Adobe format) will be submitted to the City for one round of comment review
- A Final Geotechnical Data and Design Report will be issued following receipt of consolidated comments. An electronic copy (Adobe format) and 3 hard copies of the Final Geotechnical Data and Design Report will be provided.

### **Subtask 2.1.7b – Preparation of Data Only Report**

Consultant will prepare a data only report to be provided to contractors/bidders. The report will include boring logs, results of laboratory data and a discussion of local geologic conditions. Boring locations will be presented on plan sheets of the alignment. Digital copies of the report will be submitted.

The following deliverables shall be submitted by the Consultant:

- A Final Geotechnical Data Only Report will be issued. An electronic copy (Adobe format) and 3 hard copies of the Final Geotechnical Data Only Report will be provided.

### **Subtask 2.1.8a - Cone Penetrometer (CPT) and Core Boring Exploration of Rose Canyon Fault Zone and 16-inch Morena Boulevard Pipe Replacement between San Diego River and Taylor Street**

The Rose Canyon fault zone is believed to cross the alignment approximately at the intersection of Morena Boulevard based on historical maps that are largely developed from aerial photograph interpretation. At this time, there appears to be limited subsurface data to accurately delineate the limits of the fault zone or an inferred graben area in the vicinity of the Friars Road and Morena Boulevard intersection. The fault zone in this area is believed to consist of a graben zone bounded by two parallel strands separated by a couple hundred feet. A high potential for settlement and ground rupture is likely to exist at the fault location. Differential settlements along the graben margins could be significant under a seismic event on the fault.

Through the services of a specialty geotechnical engineering subconsultant, Consultant will perform 11 CPT soundings in the area of the suspected fault graben zone along Friars Road near Morena Boulevard. The soundings will be placed at roughly 50-foot (east-west) horizontal intervals and will extend to a depth of 100 feet or refusal, whichever is shallower. One CPT sounding will be performed to a depth of 50 feet (or refusal, whichever is shallower) along the proposed 16-inch Morena Boulevard pipeline replacement between the San Diego River and Taylor Street. A six-inch core will be made through the pavement and soils will be hand-augered for the first five feet. As the CPT probe advances, sleeve resistance and tip resistance will be continuously recorded. Dissipation tests will be performed in selected CPT locations to evaluate piezometric levels. Shear wave velocity tests will be performed in selected deeper (100-foot) CPT sounding locations. The data acquired from CPT soundings will be used for correlation of stratigraphy and subsequent estimation of soil properties including classification, density, horizontal permeability, cyclic mobility and elastic modulus. Two core borings will be performed at the ends of the CPT sounding array to correlate stratigraphy from the CPT soundings. Core borings will be advanced to a depth of 100 feet with a truck mounted coring rig. Approximate two-inch diameter cores will be continuously obtained at five-foot vertical intervals. When refusal is met, drillers will switch to a wireline coring system.

### **Subtask 2.1.8b - Supplemental Seismic Research, Analysis and Report for Task 2.1.8a**

Through the services of a specialty geotechnical engineering subconsultant, Consultant will research existing published data on the Rose Canyon fault zone in the vicinity of the project and will review additional historic aerial photos (not included in the prior review) in the vicinity of the fault zone crossing and to the north and south. The investigation will include photographs providing geomorphic evidence of faulting. Consultant will also analyze CPT and boring data to characterize soil/rock conditions within and adjacent to the suspected graben area and to attempt to delineate the margins of the graben area along the pipeline(s). CPT data will be used to evaluate liquefaction and dynamic settlement potential in both the Alvarado pipeline segment (in the fault zone) and along the south end of the Morena Boulevard 16-inch pipeline replacement. One to two geologic cross sections will be constructed delineating Consultant's interpretation of the subsurface stratigraphy.

### **Subtask 2.1.9 – Bucket Auger Boring Exploration at Friars Road Historic Underpass**

The preliminary design concept for crossing the Friars Road Historic Underpass includes boring through the walls of the underpass structure and suspension of the pipeline. If this option is not viable and a trenchless crossing is proposed, then through the services of a specialty geotechnical engineering subconsultant, Consultant will perform two large diameter bucket auger borings at the entry and exit pit locations for the trenchless crossing. Borings will be performed in traffic areas using a 24-inch diameter bucket auger drill rig. Borings will be excavated to a depth of 8 to 10 feet. Soil samples will be gathered from the boring and tests conducted for pH, minimum resistivity, sulfate, chloride content, gradation, and soil abrasion.

### **Subtask 2.1.10 – Trench Excavation Exploration at Culvert Crossing**

The preliminary design concept for crossing the culverts east of the SR-163 crossing includes routing the pipeline over the top of the culverts. If this option is not viable and a trenchless crossing below the invert elevations of the culverts

is proposed, then through the services of a specialty geotechnical engineering subconsultant, Consultant will perform two exploratory trenches at the entry and exit pit locations for the trenchless crossing. Trenches (in non-traffic locations) will be performed with an excavator equipped with a 24-inch bucket. Trenches will be excavated to a maximum depth of 8 to 10 feet. Speed shoring will be placed as trenching is completed. Soil samples will be gathered from the boring and tests conducted for pH, minimum resistivity, sulfate, chloride content, gradation, soil abrasion and maximum dry density.

### ***TASK 2.2 - UTILITY POTHOLING***

Through the services of a specialty subconsultant, Consultant proposes to perform up to 50 potholes along the pipeline alignment for the purposes of locating and determining depth of existing utilities. Work performed in this task will conform to the American Society of Civil Engineer (ASCE) CI/ASCE 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Potholes are to be excavated using non-disruptive air/vacuum method.

- Pothole depths have been assumed as follows:
  - 20 will be 4-6 feet deep
  - 20 will be 6-8 feet deep
  - 10 will be 8-10 feet deep
- “Perma-Patch” or “Hot-Patch” may be used to restore the pothole, as directed by the City inspector.
- Traffic Control will be provided, based on normal day-time working hours, if required.
- Traffic Control plans will be provided, if required.
- Traffic Control set-ups will be done according to City approved traffic control plans and permit requirements, if required
- Each pothole may or may not result in establishing the presence of a utility.
- Consultant will obtain an Encroachment/Traffic Control permit through the City, if required. Permit and/or agency fees will be paid by the City.
- Consultant will set a PK nail over top of each utility pothole or utility package location.
- Consultant will survey the location of set PK nail at each pothole location in the field.

The following deliverables shall be submitted by the Consultant:

- Subsurface Utility Report with data, findings, photographs and pothole locations map (in Adobe PDF format)

### ***TASK 2.3 – UTILITY RESEARCH AND PLOTTING***

Survey information for the pipe alignments, suitable for use by the Consultant, will be provided by the City. Consultant will collect record drawing information from the City and research documented information from utility owners to plot existing utilities in a background file for use in the design of the pipeline. Utilities to be researched are existing water, sewer, gas, electrical, phone, and cable. Additionally, Consultant will work together with the City Project Manager to communicate with other ongoing City design projects that are known to be in the same vicinity of the Alvarado 2<sup>nd</sup> Pipeline: Morena Conveyance Project, and the State Route 163 & Friars Road Interchange Project. Future utilities will be plotted in the background file, to the best of Consultant’s knowledge, for reference during the pipeline design.

The following deliverables shall be submitted by the Consultant:

- A 2D file in Microstation format containing existing utilities as discovered by Consultant’s utility research.

### ***TASK 2.4 - SEISMIC DESIGN CRITERIA TECHNICAL MEMORANDUM***

The Consultant’s seismic resiliency team will review the geotechnical data and design report prepared by Consultant’s geotechnical engineer and identify/delineate geological hazards that may impact the design, construction, and reliability of the proposed pipeline extension and PRS. The geological hazards that will be reviewed include liquefaction and its related impacts (dynamic settlements, lateral spreading, bearing capacity loss, increased lateral soil pressures and buoyancy). Estimates of potential fault rupture displacements on the Rose Canyon Fault at the crossing locations developed by Consultant’s geotechnical engineer will also be reviewed. The Consultant’s seismic resiliency team will provide recommendations on the design earthquake ground motions and fault displacements, consistent with the applicable codes and standards for the project.

The Consultant’s seismic resiliency team will provide geotechnical engineering support to the Consultant design team on development of mitigation measures and foundation system for the PRS. Mitigation measures for slope instability

and lateral spreading, liquefaction, and fault displacement will be developed. The Consultant's seismic resiliency team will also review the geotechnical specifications developed as part of the design.

The Consultant's Seismic resiliency team will prepare and submit an electronic (Adobe format) draft Seismic Design Criteria TM summarizing the seismic design criteria and recommendations. The Consultant's seismic resiliency team will provide written responses to a single set of consolidated team comments and a single set of client comments, and prepare and submit an electronic (Adobe format) Final Seismic Design Criteria TM incorporating the responses to the comments.

The following deliverables shall be submitted by the Consultant:

- Draft Seismic Design Criteria TM
- Final Seismic Design Criteria TM

## ***TASK 2.5 CONTAMINATED SOILS AND GROUNDWATER PLAN***

### **Subtask 2.5.1 Desktop Study of Existing Contaminated Conditions**

Consultant will review the Geotracker and EnviroStor databases to identify suspect sites located along the proposed pipeline alignment. Sites identified will be researched via the files available on the databases and through Freedom of Information Act (FOIA) requests for those without records uploaded to the database. Files will be reviewed for site history and information regarding the nature and extent of soil and groundwater contamination, the depth to groundwater, and the availability of data necessary to inform Consultant as to the nature and extent of impacted soils/groundwater that may be encountered when excavating.

Both suspect sites, and sites confirmed to intercept the proposed piping alignment, will be plotted on an aerial photograph basemap (plan view) in GIS. This basemap will show the piping alignment, the suspect and contaminated sites, the depth to water for each site, the main chemicals of concern (COC) identified for each site, and their respective concentrations.

### **Subtask 2.5.2 Prepare Impacted Soil and Groundwater Management Plan**

Consultant will prepare an electronic (Adobe format) draft and final Impacted Soil and Groundwater Management Plan (Plan) for residuals generated during excavation of the pipeline alignment trench. Key Plan objectives are:

- To minimize impacts to trenching/construction operations that may arise if contaminated or potentially contaminated soils or groundwater are encountered. If encountered, set forth guidelines to deal with such soils/groundwater in a safe, timely, cost-effective, and technically appropriate manner.

If previously unidentified impacted soil/groundwater is encountered:

- To reduce the potential for such soils to be transported to unrestricted sites while minimizing the volume of clean soil that is transported to disposal facilities and/or brokered. This will be accomplished using characterization and segregation practices that will be described in the Plan.

The following deliverables shall be submitted by the Consultant:

- Impacted Soil and Groundwater Management Plan

### **Subtask 2.5.3 - Soil and Groundwater Sampling (Pre-Characterization)**

A preliminary sampling plan will be developed and implemented for sites confirmed to have impacted soil and/or groundwater within the trench area of the piping alignment, as well as suspect sites that do not have enough information available to determine whether or not contaminants have impacted the proposed piping alignment and/or the lateral extent of impacts identified along the alignment. The sampling plan will consist of soil matrix and groundwater sampling (where necessary based on the depth to water in relation to the proposed depth of the excavation) to evaluate each site for the COCs identified/suspected. The plan will include Consultant's Site-specific Health and Safety Plan for use by its employees during characterization activities.

Electronic (Adobe format) bid specification materials will be prepared upon completion of the pre-characterization activities documenting the nature and extent of impacts identified for each site in relation to the trench area proposed for the piping alignment. These materials will include a summary table of COCs, an updated version of the basemap with the estimated extent of contamination along the alignment identified, and areas where groundwater is expected

to be encountered also identified.

The Consultant will obtain drilling permits and encroachment permits, develop traffic control plans, provide traffic control, clear each boring location for undocumented utilities, provide drilling and sampling activities, and grout/patch each boring location following completion of the work.

#### **Subtask 2.5.4: Contaminated Materials Management**

Consultant will monitor contractor performed excavation activities for five “5” 300-foot segments along the trench, conduct a field evaluation of the materials, and indicate for the contractor appropriate stockpiling/containment locations within the laydown area. Upon completion of each 300-ft segment, Consultant will assess the stockpiled/contained material using composite analytical samples to determine the condition of the material (clean, non-hazardous, or hazardous). A map showing the material designation and location will be provided to the contractor upon receipt of the analytical results.

### **TASK 2.6 HYDRAULIC AND SURGE ANALYSIS**

Consultant shall receive copies of the City’s hydraulic and surge work including hydraulic model, technical memoranda, and reports; thoroughly review the hydraulics and surge work; and adopt the design requirements developed into their work. City will provide Consultant the Alvarado 2nd pipeline operation conditions including maximum, minimum, and static HGL elevations for the entire system to confirm that the surge analysis does not need to extend beyond Alvarado 2<sup>nd</sup> Pipeline.

As the design progresses, any modifications to the project hydraulics or surge design that could impact the overall system hydraulics or surge design will be reported in writing to City, who will then assess the need for further system-wide hydraulics and surge modeling. Consultant shall coordinate with the City regarding system-wide hydraulics, pipeline diameter optimization and reservoir configuration, elevations, and operating conditions. A Hydraulic and Surge Analysis technical memorandum shall be submitted at the 60% design milestone, and finalized at the 90% design milestone.

Consultant will gather necessary information required to create a computer model of portions of the system under maximum flow conditions from the Alvarado Water Treatment Plant to the pressure reducing station to the Pacific Beach and Bayview Zones, including Murray 1<sup>st</sup> PL, Alvarado 2<sup>nd</sup> PL and extension, Morena PL, seismic shutoff valves, 536/390 PRS and 390/307 PRS. The remainder of the system is assumed to be isolated from this portion. This will require the hydraulic model of the distribution system converted to EPANET for the maximum demand scenario, as well as details on the seismic shutoff valves and the valves at the PRSs. It is assumed that the system can be adequately modeled with no more than 150 nodes. The terminal PRSs will be represented as constant head reservoirs. Consultant will establish initial non-transient hydraulic grade line elevations for evaluation of valve opening and closing under maximum flow conditions. The valves to be evaluated include the seismic shut off valves on the extended Alvarado 2<sup>nd</sup> PL and the valves at the 536/390 PRS and the 390/307 PRS. Consultant will perform simulations for the opening and closing of each of the valves noted to determine safe operating times for the valves such that adverse pressure surges are not created in the system. It is assumed that all valves can be opened and closed over the recommended duration such that the surges can be controlled by opening and closing the valves over the prescribed duration without the need for supplemental surge protection. Consultant will prepare a detailed report describing the results of the analysis and recommendations for the safe operation of the valves under the scenarios analyzed.

The following deliverables shall be submitted by the Consultant:

- Draft Hydraulic and Surge Analysis Technical Memorandum
- Final Hydraulic and Surge Analysis Technical Memorandum

### **TASK 3 - FINAL DESIGN**

Consultant will prepare the following design submittals:

- 30 Percent Design,
- 60 Percent Design,
- 100 Percent Design, and
- Final Design.

Design submittals will be in accordance with the 2015 Greenbook, 2015 Whitebook, 2015 City of San Diego Standard Drawings, DOJ 2010 ADA Standards for Accessible Design, Current CADD guidelines, 2012 California MUTCD, and MTS Standards/Amtrak Standards (when crossing railroads).

### **TASK 3.1 - GENERAL SHEETS**

Consultant will prepare the following general plans:

<b>Dwg No.</b>	<b>Dwg</b>	<b>Description</b>
1	G-1	Cover Sheet
2	G-2	Index of Drawings
3	G-3	Overall Map
4	G-4	Key Plan
5	G-5	General Notes
6	G-6	General Legend
7	G-7	Abbreviations
8	G-8	Survey Control
9	G-9	Project Hydraulic Grade Line and Pipe Wall Thickness
10	G-10	Utility Information

### **TASK 3.2 - CIVIL PIPELINE DESIGN**

Consultant will prepare the following civil pipeline design and trenchless crossing design plans:

<b>Dwg No.</b>	<b>Dwg</b>	<b>Description</b>
11 - 76	C-1 - C-66	Plan and Profile: Alvarado 2nd Extension (1:20H;1:5V scale, 6.25 miles)
77 - 80	C-67 - C-70	Plan and Profile: 16" Waterline (Morena), (1:20H;1:5V scale)
81	C-71	Pressure Reducing Station Site Plan
82 - 92	C-72 - C-82	Cross Sections and Trench Details
93	C-83	Trenchless Crossing Enlargement/Details - MTS at Napa
94	C-84	Trenchless Crossing Enlargement/Details - 163
95	C-85	Enlargement/Details - Storm Drain Culverts
96	C-86	Enlargement/Details – Historic Underpass
97	C-87	Civil Connection Details (48" and 30")
98	C-88	Civil Connection Details (12" and 16")
99	C-89	Civil Standard Details (AV/ BO)
100	C-90	Civil Standard Details (other)

### **TASK 3.3 - CIVIL STREET RESTORATION AND ADA COMPLIANCE PLAN**

Consultant will prepare surface improvement plans and surface improvement detail plans for the project. Approximately 20 surface improvement plans will be prepared at 1"=40' scale. It is assumed that each sheet can hold two stacked views to facilitate 2,200 linear feet of improvements. The plans will identify surface improvements required by the construction of the pipeline, in order to adhere to the City restoration codes, and Compliance Access Memorandum. The drawings will identify signage and stripping improvements. Areas requiring more detail will be identified and directed to the surface improvement detail plans. The items on the plan will be horizontally and vertically controlled by the street centerline, benchmarks and basis of bearings, as provided by the survey. This task also includes preparation of Special Provisions to technical specifications. Approximately 30 detailed improvement plans will be prepared at a scale no greater than 1"=10' will be provided for the replacement of Surface Improvements identified in the Compliance Access Memorandum. The detailed improvement plans will indicate proposed elevations, ADA ramp details, signage, drainage swales, and surface improvements.

Dwg No.	Dwg	Description
101-120	C-91 - C-110	Surface Improvement Plans (20 Sheets)
121-150	C-111 - C-140	Surface Improvement Plans/Details (30 Sheets)

**TASK 3.4 - MECHANICAL DESIGN**

Consultant will prepare and submit electronically (Adobe format) a brief mechanical basis-of-design technical memorandum (TM) for the PRS that defines the following properties:

- Minimum and maximum rates of flow
- Design HGL for the regulated zone
- Number of regulating valves needed to accommodate anticipated range of flows
- Valve sizes and hydraulic characteristics
- Layout sketches to illustrate proposed arrangement of valves, piping, roof hatch and vault
- Catalog cut sheets of the proposed regulating valve(s)

Consultant will submit electronically (Adobe format) the draft basis-of-design TM, and finalize the TM following receipt of comments from the City.

Consultant will prepare the following mechanical plans:

Dwg No.	Dwg	Description
151	M-1	Mechanical Legend and Abbreviations
152	M-3	Mechanical Details - Pressure Reducing Station
153	M-3	Mechanical Details - Isolation Valve Vault

PRS design assumptions:

- City staff will provide the minimum and maximum design flows
- All information required to establish the upstream and downstream characteristics for the pressure-reducing station can be readily obtained from existing published reports that will be provided by the City for Consultant's use

**TASK 3.5 - STRUCTURAL DESIGN**

Consultant will provide structural design for 1 buried PRS vault and a standard isolation valve vault. For the Morena Blvd bridge pipeline replacement, Consultant will review photos of the bridge, and review City provided record drawings for the pipe supports. Consultant will coordinate with the City if the existing supports can be re-used. Consultant will design a new support for areas where the support needs to be replaced, or if the City determines supports will be replaced. Consultant will create construction detail and material information on the drawings. Consultant will prepare the following structural plans:

Dwg No.	Dwg	Description
154	S-1	General Structural Notes
155	S-2	Special Inspection and Testing
156	S-3	Standard Concrete Details
157	S-4	Standard Concrete Details
158	S-5	Standard Miscellaneous Metals Details
159	S1.1	PRS Vault Foundation and Top Plan
160	S1.2	PRS Vault Sections and Details
161	S2.1	Isolation Valve Vault Foundation and Top Plan
162	S2.2	Isolation Valve Vault Sections and Details

**TASK 3.6 - ELECTRICAL AND INSTRUMENTATION**

Consultant will provide electrical and instrumentation design for 1 PRS vault and 2 seismic isolation valve vaults. Each

vault is assumed to have their own electrical service and RTU. Consultant will prepare electrical and instrumentation plans shown below.

Consultant's electrical design lead and electrical project engineer will attend project meetings during the 30%, 60%, and 90% design phases. Up to 40 hours of meeting attendance has been assumed for both individuals. Consultant's electrical design lead and electrical project engineer will also conduct 1 site visit.

Dwg No.	Dwg	Description
163	E-1	Electrical Abbreviations, Notes, & Symbols
164	E-2	Electrical Details - I
165	E-3	Electrical Details - II
166	E-4	Electrical Site Plan - PRS Vault
167	E-5	Electrical Site Plans - Seismic Isolation Vaults
168	E-6	Single Diagrams & Control Schematics
169	E-7	Conduit & Luminaire Schedules
170	I-1	Instrumentation Legend
171	I-2	Process Legend
172	I-3	Instrumentation Details
173	I-4	P&ID - PRS Vault
174	I-5	P&ID - Typical Seismic Isolation Vault

### **TASK 3.7 - LANDSCAPE/ IRRIGATION PLANS**

The Landscape/irrigation SOS will consist of landscape design, construction documents and support for four (4) pit areas (on either end of 2 trenchless excavations), and the re-vegetation around a PRS at the intersection of Friar's Road and Sea World Drive. A site inspection, conducted by the Consultant's Landscape's subconsultant, will be performed for documentation and analysis of existing conditions and constraints, such as existing habitat/vegetation to be preserved, salvaged or demolished, surrounding improvements, and other site constraints.

Landscape planting plan, notes and details will consist of final layout of planting in the disturbed areas, including both container planting with sizes, quantities and final species selection, soil backfill, details for planting and hydro-seeding by species with rates, pure live seed, with relevant notes and planting specifications. The plans will also include details for plant/habitat protection.

Irrigation Plans will be developed that provide temporary irrigation design consisting of layout, piping, valves, heads or emitters, point of connection, pipe and valve sizing, hydraulic calculations, wire number and size, conduit size where required, and applicable irrigation notes. Irrigation notes and detail plans will also be provided as needed, as determined by the Consultant, for point of connection detail(s), auto controller, remote control valve, backflow preventer, quick coupler valves, or hose bibbs, manual globe valves, drip irrigation heads, rain sensor, and irrigation notes.

Consultant will prepare the following landscape plans:

Dwg No.	Dwg	Description
174	L-1	Irrigation Plan
175	L-2	Irrigation Notes and Details
176	L-3	Landscape Planting Plan, Notes and Details-1
177	L-4	Landscape Planting Plan, Notes and Details-2
178	L-5	Landscape Planting Plan, Notes and Details-3
179	L-6	Landscape Planting Plan, Notes and Details-4
180	L-7	Landscape Planting Plan, Notes and Details-5

### **TASK 3.8 - CORROSION PROTECTION PLANS**

Consultant will review existing Pre-Design Standards, drawings, reports, studies, and soil corrosivity test data. Consultant will conduct on-site Wenner 4-pin field soil resistivity testing along the pipeline alignments to supplement the test results from soil samples previously gathered during the geotechnical investigation. Up to ten (10) test sites will be selected to determine the general soil corrosivity conditions in varying areas of the alignment.

Consultant will conduct a stray current interference review of existing utilities and cathodic protections systems in the area. Consultant will prepare a draft and final Soil Corrosivity Assessment TM (Adobe format) that provides the test data, conclusions, and recommendations with respect to corrosion control for the buried pipelines. Recommendations for corrosion control will be based upon industry standards, City and AWWA Standards, and the appropriate corrosion control methods and coating options.

Upon completion of the soil corrosivity assessment TM, a determination will be made as to the level and best method of corrosion control for the pipelines and fittings. Drawings and specifications will be prepared in accordance with the City's Design Standards for corrosion control and coatings. Consultant will provide cathodic protection requirements and design analysis and calculations. Consultant will prepare the following corrosion protection plans:

<b>Dwg No.</b>	<b>Dwg</b>	<b>Description</b>
180	CP-1	Cathodic Protection Notes
181	CP-2	Cathodic Protection Details-1
182	CP-3	Cathodic Protection Details-2
183	CP-4	Cathodic Protection Details-3

### **TASK 3.9 - TRAFFIC CONTROL PLANS**

The Consultant will assemble and review existing traffic volume data for the pipeline routes and prepare traffic control plans using the data. The traffic control will be broken into the following areas:

1. Sea World Drive from West Mission Bay Drive Bridge to Friars Road the proposed 12-inch diameter, 30-inch diameter and abandonment of existing 12-inch diameter pipelines;
2. Friars Road from Sea World Drive to east of Napa Street for 30-inch diameter pipeline;
3. Friars Road from Napa Street to Fashion Valley Mall easterly access for replacement of 16-inch diameter pipeline and 48-inch diameter pipeline;
4. Friars Road from Fashion Valley Mall eastern driveway crossing State Route 163 to Friars Road/Fraze Road;
5. Fashion Valley Mall Access Road from Friars Road to Riverwalk Drive for replacement of the existing 16-inch diameter water main;
6. Riverwalk Drive from Fashion Valley Road to SR-163 for the proposed 48-inch diameter pipeline;
7. Hazard Center Drive from SR-163 to Frazee Road for the 30-inch diameter pipeline;
8. Frazee Road from Hazard Center Drive to Friars Road;
9. Friars Road from Frazee Road to Mission Center Road for the proposed 30-inch diameter pipeline and replacement of the existing 16-inch diameter water main;
10. Friars Road from Mission Center Road to East of I-805 overcrossing for proposed 30-inch diameter pipeline and replacement of the existing 16-inch diameter pipeline including Qualcomm Way on-off ramp and crossing Qualcomm Way.
11. Morena Boulevard from Taylor Street to Friars Road for removal and replacement of the 16-inch diameter pipeline.

The following traffic control plans will be prepared:

<b>Dwg No.</b>	<b>Dwg</b>	<b>Description</b>
184 - 207	TC-1 - TC-24	A-1 Seaworld Drive from Mission Bay Drive to Seaworld Way for 12-inch and 30-inch Pipelines (24 Sheets)

208 - 218	TC-25 - TC-35	A-2 Seaworld Drive from Seaworld Way to Friars Road (30-inch Pipeline) (11 Sheets)
219 - 222	TC-36 - TC-39	A-3 Seaworld Drive/Friars Road Intersection (30-inch Pipeline) (4 Sheets)
223 - 226	TC-40 - TC-43	A-4 Friars Road from W/O Interstate 5 to E/O Napa Street (30-inch Pipeline) (4 Plan Sheets)
227 - 249	TC-44 - TC-66	B-1 Friars Road from Sea World Drive to east of Napa Street (23 Sheets)
250 - 265	TC-67 - TC-82	C-1 Friars Road from Napa Street to Colusa Street (48-inch and 16-inch Pipeline) (16 Sheets)
266 - 290	TC-83 - TC-106	C-2 Friars Road from Colusa Street to Fashion Valley Road (48-inch and 16-inch Pipeline) (24 Sheets)
291 - 302	TC-107 - TC-118	C-3 Friars Road from Fashion Valley Road to Fashion Valley Mall easterly driveway (48-inch and 16-inch Pipeline) (12 Sheets)
303 - 312	TC-119 - TC-128	D. Friars Road from Fashion Valley Mall to Frazee Road (16-inch Pipeline) (10 Sheets)
313 - 320	TC-129 - TC 136	E. Fashion Valley Mall from Friars Road to Fashion Valley Mall east/west Access Road (48-inch Pipeline) (8 Sheets)
321 - 322	TC-137 - TC-138	F. Riverwalk Drive From Fashion Valley Mall easterly Access under State Route 163 to Hazard Center Drive (48-inch Pipeline) (2 Sheets)
323 - 330	TC- 139 - TC-146	G. Hazard Center Drive from Fashion Valley, crossing under State Route 163 to Frazee Road (48-inch Pipeline) (8 Sheets)
331 - 338	TC-147 - TC-154	H. Frazee Road from Hazard Center Drive to Friars Road (8 Sheets)
339 - 358	TC-155 - TC-174	I. Frazee Road from Frazee Road to Mission Center Road Interchange (48-inch Pipeline) (20 Sheets)
359 - 366	TC-175 - TC-182	J .1 Friars Road from Mission Center Drive to Qualcomm Way (48" inch Pipeline) (8 Sheets)
367 - 378	TC-183 - TC-194	J.2 Friars Road from Qualcomm Way to east of Interstate 805 (48-inch Pipeline) (12 Sheets)
379 - 399	TC-195 - TC-215	K. Morena Pipeline from Taylor Street to Friars Road (21 Sheets)
400 - 411	TC-216 - TC-227	L. Morena Pipeline from Friars to Linda Vista Road (12 Sheets)

**TASK 3.10 – SPECIFICATIONS**

The Consultant will prepare detailed technical specifications for the Project, following the 30% design phase (i.e. limited specifications will be provided at the 60% design stage, with all proposed specifications included in the 90% design package). Consultant will prepare Sections (or Divisions) 2-43 following the 2004 Master Format Construction Specifications Institute (CSI) specification format. The City will provide draft specifications for Division 00, Bidding Requirements, and Division 01, General Requirements. The Consultant will use these templates and provide detail to complete the specifications. Project-specific specialty specifications will also be prepared for the Trenchless Construction Method, Pipe Material, Shafts, and Grouting.

**TASK 3.11 – CALCULATIONS**

Consultant will prepare and update a Design Data Handbook (DDH) for the project. The DDH will be a compilation of the calculations and cut sheets used in the design and selection of equipment for the project. The initial DDH will be submitted electronically (Adobe format) with the 60% design submittal and updated for each progressive submittal.

**TASK 3.12 - SUBMITTAL PREPARATION AND COMMENT RESPONSE**

**Subtask 3.12.1 - Thirty Percent (30%) Design Submittal**

The Consultant will review and use the Pre-design report to the fullest extent possible in preparation of the 30% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by the Consultant in the course of utilization of the Pre-design document. In this event the Consultant will resolve issues with the City in a timely fashion to complete the design development.

The Consultant will submit 30 percent level design drawings and a design technical memoranda for City review and approval. The 30% design will, at a minimum, have fulfilled the standard checklist requirements. The checklist will be provided at the design kick-off meeting. Deliverables for 30% design will consist of:

- Completed Design Technical Studies/TMs,
- 30 Percent Design Drawings,
- PDF file submittal for QA/QC review,
- PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting), and
- Preliminary Opinion of Probable Cost (OPCC).

The City will review the 30% design submittal and provide to the Consultant adjudicated review comments in a Quality Review Form (QRF) spreadsheet at least 4 working days prior to the 30% design review meeting.

#### **Subtask 3.12.2 - Sixty Percent (60%) Design Submittal**

Upon direction by the City, the Consultant will advance the 30% Design to the 60% design level. Consultant's in-house review comments and mutually agreed upon City review comments from the 30% will be addressed. Technical specifications at 60% level along with the 60% Design drawings will be prepared and submitted by the Consultant. Deliverables for 60% design will consist of:

- 60 Percent Design drawings,
- Specification boiler markups for submittal of first master markup (digital Greenbook based boilers to be provided by City Staff, format to be per Greenbook),
- Written responses to the City's 30% design review comments,
- Environmental Public Projects Assessment package ready for submittal to DSD,
- 60% Design OPCC, and
- PUD package submitted for their review (draft memo with required attachments to be provided by City to Consultant at design kick-off meeting).

The City will review the 60% design submittal and provide to the Consultant adjudicated review comments in a QRF spreadsheet at least 4 working days prior to the 60% design review meeting.

#### **Task 3.12.3 - One Hundred Percent (100%) Design Submittal**

Upon direction by the City, the Design Consultant will advance the 60% Design to 100% Design level. The 100% design will also have fulfilled the standard checklist requirements provided at the design kick-off meeting. Consultant's in-house review comments and mutually agreed upon City review comments from the 60% will be addressed. The City will make final comments on the 100% design submittal. Deliverables for 100% design will include:

- 100% Design Drawings,
- Completed Specifications Master Markup # 1 using the City's latest boilers and master bid list which will have all applicable sections, appendix information and updated construction estimate attached,
- Written responses to the City's 60% Design review comments,
- QA/QC package submitted for review (draft memo with required attachments to be provided at design kick-off meeting),
- PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),
- Field Constructability review package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),
- 30 hard copies of the plans (20 copies at 11" x 17", 10 copies at full sizes (22"x34")) for the City Wide Plan Check process, and
- 10 additional hard copy Specification Master Markups for the City Wide Plan Check Process.

The City will review the 100% design submittal and provide to the Consultant adjudicated review comments in a QRF spreadsheet at least 4 working days prior to the 100% design review meeting.

#### **Subtask 3.12.4 - Final Design Submittal**

The Consultant will submit the final design and specifications following the 100% design review meeting. Consultant's in-house review comments and mutually agreed upon City 100% review comments are addressed and disagreements and open issues are resolved prior to submittal of these documents to the CIP Project Manager. Deliverables for the Final design submittal will consist of:

- 10 Full size and 10 Half size copies of the final design drawings and specifications. One (1) set of reproducible Mylar drawings and also one electronic media in MicroStation format in accordance with the CADD Guidelines. The information necessary for a complete construction bid package,
- Final Specifications will be provided in Microsoft WORD files with 10 hard copies delivered.

#### **TASK 3.13 - CONSTRUCTION COST ESTIMATES**

The Consultant will prepare Opinions of Probable Construction Cost (OPCC) per the Master Bid List effective at the time of the Project Kickoff meeting. OPCCs will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering International (ACEI).

The following deliverables shall be submitted by the Consultant:

- Detailed OPCCs will be prepared and submitted electronically (Adobe format) with the 30% (Class 4), 60% (Class 3), 100% (Class 2) and Final (Class 2) design submittals.

#### **TASK 4 - PERMITTING/ EASEMENT ACQUISITION**

The Consultant will coordinate with the agencies involved and acquire permits, right of entry, and encroachment permits to complete the design and construction of the project. Consultant will prepare the below outlined technical studies to provide initial constraints information to assist in the design of the water pipeline as well as provide the impact and mitigation analysis needed to support the Mitigated Negative Declaration.

##### **TASK 4.1 - CALTRANS**

The project alignment crosses the facility right-of-ways for the Caltrans I-805, SR-163, I-5, and I-8. It is assumed that the I-805, I-5 and I-8 crossings will be performed open cut with a casing within Caltrans ROW. The SR-163 crossing may be completed either as a jack-and-bore operation or a conventional open face tunnel which will require a pit or shaft on each side of the freeway. Location of these pits is critical to ensure sufficient access and minimize construction impacts. The final tunneling approach will be determined by the Consultant during design. In addition, Caltrans requirements will need to be incorporated and approved by Caltrans during the design process in order to have the contractor permitted to do the work in these areas. Consultant assumes an encroachment agreement will be developed for each of these four (4) Caltrans crossings.

##### **TASK 4.2 - MTS**

MTS has a linear easement for the overhead trolley line in the vicinity of Fashion Valley Mall, which the Alvarado pipeline will be running parallel to. Additionally, there will be a trenchless crossing of the MTS railroad tracks by the Alvarado 2<sup>nd</sup> Pipeline at Napa Street, an underpass crossing of the MTS Redline west of Napa St., and an underpass crossing of the MTS heavy rail further west. It is assumed that the underpass crossings of the MTS tracks will be open cut. The 16-inch iron pipe replacement along Morena crosses the MTS tracks overhead suspended from a bridge. Consultant assumes an encroachment agreement will be developed for each of these five (5) MTS locations.

##### **TASK 4.3 - ENVIRONMENTAL PERMITTING**

Consultant will coordinate and attend pre-application meetings with the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), California Coastal Commission, and/or City Development Services Department (DSD) to discuss the project, present the jurisdictional delineation findings, and establish the course for project permitting. Consultant has assumed preparation and attendance at up to four meetings with the City and agencies, budgeted at 4 hours each, for Consultant's Principal Biologist.

Based upon the results of the preliminary engineering and technical studies, Consultant will prepare applications and provide support during processing of the following regulatory permits and authorizations:

- Clean Water Act Section 404 Nationwide Permit (NWP) from the USACE;
- Clean Water Act Section 401 Water Quality Certification from the San Diego RWQCB; and

- Streambed Alteration Agreement (SAA) from CDFW. A brief description of the work associated with each permit/approval follows:

**Clean Water Act Section 404 NWP 12 Verification (If Necessary).** Consultant will prepare and submit the following materials as part of the NWP application:

- cover letter
- Pre-Construction Notification (PCN),
- Preliminary Jurisdictional Determination (PJD),
- BTR,
- Conceptual mitigation proposal, and supporting documents.

Complete mitigation plans are not included. Documentation from the City's Master Pipelines MND will be used for National Historic Preservation Act Section 106 compliance.

**Clean Water Act Section 401 Certification (If Necessary).** Consultant will prepare and submit the following materials for the 401 Certification:

- cover letter
- Request for 401 Certification form
- PJD, conceptual mitigation proposal, and supporting documents.

Complete mitigation plans are not included. It is assumed that the certified CEQA document and application fees will be provided by the City.

**Streambed Alteration Agreement (If Necessary).** Consultant will prepare and submit the following materials for the Agreement:

- cover letter
- Notification of Lake or Streambed Alteration form,
- PJD,
- BTR,
- Conceptual mitigation proposal, and supporting documents.

Complete mitigation plans are not included. It is assumed that the certified CEQA document and application fees will be provided by the City.

Consultant will submit an electronic copy (Adobe format) of the draft permit application materials to the City for review. Consultant will revise the draft permit application materials based on one set of consolidated comments. Consultant will finalize the permit application materials, and submit electronic (Adobe format) and 2 printed copies of the final permit application materials to the appropriate regulatory agencies. A complete electronic copy of the application packages will be provided to the City. All fees required as part of the applications will be the responsibility of City.

**Coastal Development Permit or Waiver (Required).** Based on the City's Environmental Assessment documents, and review of the portions of the alignment that occur within the Coastal Overlay Zone, Consultant expects that the project will have no significant adverse effect on coastal resources. Consultant will support the City in demonstrating to the California Coastal Commission that the project is a necessary utility and is exempt and authorized without a Coastal Development Permit (CDP) in accordance with California Coastal Act, Chapter 7, Section 30610(f) and Article 6, Division 7, Section 126.0704(e) Public Utilities of the City's Local Coastal Program. This support will include up to 5 1-hr meetings and 20 hours of follow up activity. Consultant will prepare and submit the following materials for the CDP or waiver:

- cover letter,
- CDP application form,
- Coastal consistency analysis, and supporting documents.

It is assumed that the certified CEQA document and application fees will be provided by the City. If a waiver cannot be obtained and a CDP is required by Coastal Commission, Consultant will also prepare the public noticing materials and additional information requested by Coastal Commission.

Consultant will submit an electronic copy of the draft waiver and CDP application materials to the City for review. Consultant will revise the draft permit application materials based on one set of consolidated comments. Consultant will finalize the permit application materials, and submit electronic and printed copies (two) of the final permit

application materials to the appropriate regulatory agencies. A complete electronic copy of the application packages will be provided to the City. All fees required as part of the applications will be the responsibility of City.

**Site Development Permit (Required).** Consultant will prepare and process an application for a Site Development Permit (SDP). Consultant will assemble the information needed to process the SDP, and coordinate with DSD to process the SDP. Consultant will prepare the following application materials in accordance with the requirements of the Environmentally Sensitive Lands Ordinance (Chapter 14, Article 3, Division 1 of the Municipal Code).

- SDP Application (DS 3032)
- Deposit Account/Financial Responsibility (DS 3242)
- Ownership Disclosure (DS 318)
- Storm Water Requirements Checklist (DS 560)
- Assessor's Parcel Map Page
- Public Notice Package
- Supporting technical studies prepared by Consultant, Consultant team, and/or previously prepared for the City's Master Pipeline MND.

Consultant will submit an electronic copy of the draft waiver and CDP application materials to the City for review. Consultant will revise the draft permit application materials based on one set of consolidated comments. Consultant will finalize the permit application materials, and submit electronic and printed copies of the final permit application materials to the appropriate regulatory agencies. A complete copy of the application packages will be provided to the City. All fees required as part of the applications shall be the responsibility of City.

**Support during Processing of Environmental Permits.** Once permit applications are submitted to the appropriate agencies, Consultant will provide support to the City during negotiations and agency processing of permit application materials. Consultant assumes the City will serve as the primary point of contact for the agencies and will lead coordination efforts. Consultant will provide as-needed support to the City during coordination. Specific support tasks expected to be provided by Consultant consist of

- performing outreach to the agencies via phone and e-mail correspondence;
- coordinating with the City regarding additional information needs during permit processing; and
- preparing additional information in response to agency comments.

#### **TASK 4.4 - BIOLOGICAL TECHNICAL REPORT**

Consultant will prepare a Biological Technical Report (BTR) for the proposed water pipeline in accordance with the City's Biology Guidelines. Prior to conducting field work for the project, a literature review and database search for known sensitive biological resources within and adjacent to the pipeline alignment will be conducted, including past biological studies prepared by Consultant for storm water maintenance within the study area. Following the literature review and database search, portions of the alignment that occur on or within 100 feet of potential Environmentally Sensitive Lands (ESL) will be surveyed to map vegetation communities/habitat types and conduct a habitat assessment for sensitive species with potential to occur on and/or adjacent to the pipeline alignment. The locations of any sensitive plant and animal species incidentally observed during the survey will be recorded. Protocol surveys are not included. Biological resources will be mapped within a 100-foot corridor centered on the proposed pipeline alignment. The field survey work will also include a jurisdictional delineation of creek crossings to determine the extent of jurisdictional habitat that would be regulated by state and federal agencies, in addition to the City, to help define the wetland permits and approvals required to construct the pipeline. The assessment of sensitive species habitat and jurisdictional wetlands will be shared with the project team to evaluate whether the alignment of the pipeline can be adjusted to avoid and minimize sensitive resources and reduce compensatory mitigation requirements.

Once the final alignment of the pipeline is determined by the project team, the BTR will be prepared to summarize the study results and analyze impacts in accordance with City requirements, including consistency with the City's Multiple Species Conservation Program (MSCP) Subarea Plan and MHPA Adjacency Guidelines. Mitigation measures will be proposed to reduce impacts to less than significant levels.

This task assumes one (1) round of revisions to respond to comments from. Consultant will submit an electronic copy of the report to the City for review. Consultant will revise the draft report based on one (1) set of comments. Consultant will finalize the report and submit electronic and hard copies of the final report to the City. A complete copy of the application packages will be provided to the City.

Key Assumptions and Exclusions:

- No additional technical studies are expected to be required based on the City's Environmental Assessment documents.
- Consultant assumes that geotechnical activities will be restricted to disturbed and developed areas that lack sensitive biological resources. Therefore, technical studies to support a 511 Submittal Package is not included. In the event that the City requires the Consultant to prepare the 511 Submittal Package for the project, these tasks can be provided in a change order.
- The City is preparing and processing the CEQA documentation for the project, which is expected to include an Addendum to the City's Master Pipeline Mitigated Negative Declaration (MND) or a new project-specific Initial Study (IS) and MND. In the event that the City requires the Consultant to prepare the CEQA documentation for the project, these tasks can be provided in a change order.

#### ***TASK 4.5 EASEMENT ACQUISITION***

Consultant's specialty subconsultant, VAP, has been retained to acquire access rights (permanent easement and potentially an encroachment agreement) on behalf of the City of San Diego (Grantee) along Avenida Del Rio Road, also known as APN: 437-291-29, which is privately owned by Fashion Valley Mall, LLC.

Consultant assumes one easement and one encroachment agreement acquisition will be required. The tasks VAP will conduct are described below:

- Order a Preliminary Title Report and plotted easements as a pass through cost to the City (estimated to be \$750.00 from Chicago Title)
- Prepare a Right of Way file and Diary of Contact for each parcel number
- Research contact information for owner/representative
- Review title for clearance issues, Deeds of Trust, etc.
- Prepare an Intro letter to be mailed to owner explaining the project and necessity of the proposed easement
- Speak with owner/representative to determine corporate process for easements
- Set an appointment with owner/representative to review and execute the easement. Out of town owners can process signatures by certified mail
- Prepare offer package with cover letter and necessary access
- Hand-deliver Agreement for signature(s), if local
- Notify client of any obstacles in completing negotiations/getting document signed
- Deliver executed Agreements to Consultant or City of San Diego Real Estate Assets Department for signature and recording
- If VAP records, conformed copies will be sent to City of San Diego
- Contract satisfaction is complete with one of two things:
  - Executed Easement Agreement, or
  - Notification, in writing, that an impasse with owner has been reached, suggesting next steps.

In addition, VAP has budgeted up to 40 hours for easement acquisition with the Fashion Valley Mall, LLC, as described below. It is assumed that some coordination will be required with their Management Company (Simon Property Group) and legal counsel.

- Pull deeds and research contact info
- Set up right of way file/Parcel Diary
- Identify person(s) responsible for approving easement and their process
- Review appraisal and survey documents for use in offer package
- Write Intro letter describing project and VAP as ROW contact

- Prepare Easement offer package
- Meet with owner/representative, site visit (Management company Simon Property Group is in Torrance, CA)
- Negotiations with representatives/counsel for owner
- Execute/notarize documents by Grantor and present to client for Grantee signatures/recording
- Complete right of way file, Closeout document check list, and final status report

**TASK 4A – ALTERNATIVE ALIGNMENTS**

**TASK 4A.1 16" REPLACEMENT ACROSS SR-163**

The scope of work currently assumes that the existing 16" waterline replacement will be parallel to the 48" between Frazee Rd and across SR-163, and the existing 16" waterline in Friars Rd will be abandoned in place. However, depending on the timing of the State Route 163 & Friars Rd Interchange Project, it may be necessary to replace the 16" waterline in its original alignment on Friars Rd. It is assumed that no additional ADA upgrades are needed along this alignment. It is assumed that the pipe is able to be replaced in-kind on the bridge across SR-163 and no tunnel design is included. Additional effort will be required for an additional Caltrans crossing permit, and an additional 2300 linear feet of plan and profile drawings as follows:

Dwg No.	Dwg	Description
TBD	C-x	Plan and Profile - 1: 16" Waterline (Friars), (1:20H;1:5V scale)
TBD	C-x	Plan and Profile - 2: 16" Waterline (Friars), (1:20H;1:5V scale)
TBD	C-x	Plan and Profile - 3: 16" Waterline (Friars), (1:20H;1:5V scale)
TBD	C-x	Plan and Profile - 4: 16" Waterline (Friars), (1:20H;1:5V scale)

The fee for this task assumes that the alignment will be finalized by the 30% level submittal.

**TASK 4A.2 FASHION VALLEY RD**

The scope of work assumes that the alignment through Fashion Valley Mall will be along Avenida Del Rio.

However, the alternative alignment along Fashion Valley Blvd may be preferred by the City. The Fashion Valley Blvd alignment will require additional MTS permitting for the interfacing at the bus stop and train station. Also, up to 3 additional private property owners will be affected, requiring coordination and potentially easements. The fee for this task assumes that the task is authorized at Notice to Proceed.

**TASK 5 - PUBLIC RELATIONS**

The Alvarado 2nd Pipeline Extension project will require coordination with the Community Planning Groups, private property owners and business groups impacted by this project. Other community groups may be identified during the design process that will require coordination by the Consultant. The Consultant will have a public information officer (PIO) dedicated to the project from design commencement to construction completion. The PIO will centralize Project information on a website that will be updated on a continuous basis to provide the community with the latest information on the progress of the project. The PIO officer will be responsible to coordinate and conduct the necessary and requested meetings with the community, council and the mayor's office as requested to discuss project related issues. The PIO officer will work closely with the Project Manager to schedule meetings, appointments and presentations. The PIO officer will coordinate draft written responses to the community with City staff prior to sending formal responses. The PIO officer will be responsible for handling project related phone calls regarding the project and will coordinate with the City staff as needed to provide the most accurate response. The PIO officer will prepare City approved hand-outs and displays for the community presentations as needed.

**TASK 5.1 OUTREACH MANAGEMENT**

A kickoff team meeting/planning session will confirm project priorities, approaches and general messages. This task will include the preparation for and participation by the PIO in an up to 4-hour kickoff meeting, including developing a meeting agenda.

Following the kickoff meeting, messaging for the project will be developed and finalized. This task also consists of ongoing coordination meetings, calls and email exchanges with the City; contract compliance; development and refinement of schedule and budget; strategic counsel; and internal team planning meetings and phone calls. Deliverables will include a summary report of the kickoff meeting, and key project messages and supporting facts.

#### ***TASK 5.2 - OUTREACH MATERIALS***

The project will require close coordination with the impacted community organizations, planning groups, residents and businesses in Council Districts 2, 3 and 7. This task includes the development of a comprehensive stakeholder database of those who should receive communication and information about the project. The database will be reviewed and updated every 6 months to ensure accuracy and relevance to the project. Use of the City database as a starting point is assumed to be allowed.

Print and electronic materials provide project information that is easily understandable and accessible. This task consists of the development and finalization of one (1) project fact sheet and one (1) project FAQ. Consultant has assumed that graphic creation and content development will be performed by Consultant, with two reviews by City staff before finalization. This task also includes assistance with creating up to two PowerPoint presentations for community meetings, and the development of speaking points as needed. Consultant assumes the City will pay for any printing of materials.

This task also consists of development of basic content for a dedicated project website and updating the site with new or additional information, as needed. Consultant assumes the City will handle website development and hosting. Deliverables will include a comprehensive project stakeholder database, 1 project fact sheet, and 1 project FAQ.

#### ***TASK 5.3 - COMMUNITY OUTREACH AND ENGAGEMENT***

Cultivating and maintaining strong relationships with members of the community increases project understanding and minimizes project opposition. Outreach activities during the design phase will provide open channels of communication about the project to audiences with varying levels of interest.

This task will include developing a community briefing strategy and plan; scheduling up to 12 presentations to existing groups for City staff; supporting/giving up to 5 community presentations as part of a speakers bureau effort; and supporting up to 2 community meetings. Consultant assumes the City or prime will pay any related material or venue costs. Deliverable will be a community briefing strategy/plan.

#### ***TASK 5.4 - CEQA PROCESS SUPPORT***

Engaging the community during the CEQA process will be important for ensuring the project advances successfully. This task will consist of providing assistance with CEQA-related tasks, including preparation for and attendance at one (1) community/public review meeting; participating in a meeting dry run and preparing up to 2 public notices or handouts for the meeting. Consultant assumes that the City will cover all costs associated with meeting materials and venue, including printing, ad publication costs and mailing. Deliverable will include up to 2 CEQA-related public notices or handouts.

#### ***TASK 5.5 - ONGOING PUBLIC INFORMATION SUPPORT***

This task will include ongoing monthly community liaison activities, including answering project-related phone calls and emails, coordinating with the City and prime to prepare responses to community and media inquiries, and meeting with the City Council and Mayor's office on project-related issues as needed. Eight hours per month for community liaison activities is assumed.

This SOS assumes that no outreach activities will take place during the Phase Two construction bid process, which will last for a total of 2-6 months at the beginning of 2019.

## **PHASE B – BID AND AWARD**

### **TASK 6 - BID PHASE SUPPORT**

The Consultant will provide technical support to the City during the bidding and award phase of the construction packages identified in Phase A - Design, Scope of Services for the design, bid and construction of Alvarado 2nd Pipeline Extension project.

#### ***TASK 6.1 - PRE-BID MEETING***

The Consultant will attend meetings and coordinate the preparation of materials and attendance by other Consultant team members. Four Consultant team members will attend (1) one pre-bid meeting and site visit.

#### ***TASK 6.2 - RESPONSES TO QUESTIONS***

The Consultant will respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Questions and responses will be routed through the City's Contracts Division. Consultant will refer any questions directly from plan holders to the City's Public Works Contracting Group.

#### ***TASK 6.3 - ADDENDA***

Consultant will prepare addenda to contract documents and revise the drawings as necessary for the addenda. If the City elects to create the addenda, the Consultant will assist in preparing the necessary technical addenda to the contract documents.

The following deliverables shall be submitted by the Consultant:

- The Consultant will prepare or revise the drawings required for the addenda. Consultant has assumed up to 3 addenda will be prepared.

#### ***TASK 6.4 - CONSTRUCTION CONTRACTOR BID REVIEW***

The Consultant will assist the City with review of the construction contractor bids. The City will conduct the bid opening and prepare the bid tabulation summary.

The following deliverables shall be submitted by the Consultant:

- The Consultant will evaluate the bid packages for the lowest 3 bidders, tabulate the bids of the bidders, and provide a written recommendation to the City concerning award of the contract. It is assumed that (1) bid period will be conducted for the Project.

#### ***TASK 6.5 - PREPARATION OF CONFORMED BID DOCUMENTS***

The Consultant will prepare a set of conformed documents, incorporating changes made by addendum into the project specifications and drawings for use during construction.

The following deliverables shall be submitted by the Consultant:

- Conformed Drawings: Ten (10) sets of half-size (11"x17") drawings, four sets of full-size (22"x34") drawings, and 10 sets of specifications will be provided to the City. In addition, electronic files (Adobe format) for conformed documents will be provided to the City.

## **PHASE C - CONSTRUCTION**

### **TASK 7 - CONSTRUCTION PHASE SUPPORT**

The Consultant will provide technical support to the Construction Manager (City of San Diego) during the construction phase of the Project as described in tasks herein.

#### ***TASK 7.1 - CONSTRUCTION MEETINGS***

##### **Subtask 7.1.1 - Pre-Pre-Construction Meeting**

The Consultant will attend the meeting to prepare City field staff with key discussion points that will be explained

to the contractor in the Pre-Construction meeting. The City will prepare the agenda and distribute meeting minutes.

#### **Subtask 7.1.2 - Pre-Construction Meeting**

The Consultant's Project Manager and up to 3 other appropriate design team members will attend and participate in the preconstruction conference including a project site visit. The City will prepare the agenda, conduct the meeting, and distribute meeting minutes.

#### **Subtask 7.1.3 - Construction Progress Meetings**

The Consultant's representative will attend bi-weekly construction progress meetings, to assist in the resolution of construction issues, review construction progress and assist the City's Project Manager, as requested. It is assumed that the duration of construction will be 30 months, and each meeting will be 1 hour long. The City will prepare the agenda, conduct the meeting, and distribute meeting minutes.

### ***TASK 7.2 - CONTRACTOR SUBMITTALS REVIEW***

The Consultant will review the Contractor's submittals for conformance to the Contract Documents and return it to the City within 7 calendar days from the day it is received by the Consultant. Consultant's understanding is that, upon receipt of each submittal from the Contractor, the City will verify that the submittal package is complete and ready for review. Incomplete submittals will be returned to Contractor by the City un-reviewed until additional information is provided. The Consultant will review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. The Consultant will indicate the disposition on the submittal (no exceptions taken, make corrections noted, amend/resubmit). The Design Consultant will review submittals, except the submittals that are per the City of San Diego AML which will be approved by City staff. The Consultant will also maintain a submittal log of shop drawings received, noting the date received, date returned to the City, and the disposition. The Consultant will review submittals of a technical nature only. For the purposes of this SOS, Consultant has assumed a total of 140 submittal reviews (including up to 2 reviews per submittal).

Up to twenty (20) requests, including "or equal" submissions, will be reviewed and evaluated by the Consultant. Substitution requests that depart from the basic design concept will be evaluated on the basis of a scope change. The Consultant will provide a written approval or disapproval for a substitution request to the City electronically (Adobe format).

### ***TASK 7.3 - REQUESTS FOR INFORMATION/CLARIFICATION***

The City will require the Contractor to submit RFIs or RFCs to clarify the Contract Documents and Deviation Requests (DRs) to request changes to the Contract Documents. The Consultant will receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents and prepare a written response electronically (Adobe format), including elementary sketches, if required, to clarify the design to the contractor. The Consultant will respond to up to fifty (50) RFI/RFC's.

### ***TASK 7.4 - CHANGE ORDER PREPARATION ASSISTANCE***

In response to the City's requests, the Consultant may be required to assist the Construction Manager (City of San Diego) in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders. The Consultant will prepare written descriptions of the scope for potential change order items that require design modifications. When necessary, the change documentation will provide revised specifications, simple sketches, or marked up drawings to define the scope of potential change order work. Change documentation for design modifications will be provided electronically (Adobe format) to the City for preparation of the field instruction to the Contractor. The Consultant will review Contractor proposal pricing and provide recommendations to the City for their negotiation of the change order. The City will evaluate associated Contractor time extension requests. Up to ten (10) Change Orders requests will be reviewed and responses prepared by the Consultant.

### ***TASK 7.5 - PERIODIC SITE OBSERVATIONS***

The Consultant will conduct monthly on-site observation visits to observe construction for general conformance with the Contract Specifications and Drawings. A brief site observation report using a standard form will be prepared by

Consultant following each visit for documentation. The site observation trips will be coordinated with the construction progress meetings.

#### ***TASK 7.6 – PUNCH LIST DEVELOPMENT AND PROJECT CLOSEOUT***

The Consultant will participate in one (1) project walkthrough to assist in the preparation of the punch lists to be provided for construction contractors' action or correction prior to phased testing, startup, commissioning, and construction closeout activities. The City will prepare the punch list(s).

#### ***TASK 7.7 - AS-BUILT DRAWINGS***

The Consultant will update the original Contract Documents based on information (Requests for Information, Design Changes, Change Orders, Redlines) received from the Contractor through the City and create the As-Built drawings. The Consultant will follow City standards for As-Built Mylar drawings. City to review final As-Built drawings prior to Consultant providing one (1) set of full size mylars.

#### **TASK 8 - CONSTRUCTION PHASE OUTREACH SUPPORT**

The Consultant will provide outreach support to the Project and Construction Manager (City of San Diego) during the construction phase of the Project as described in tasks herein.

#### ***TASK 8.1 - OUTREACH MANAGEMENT***

This task consists of participation by the Consultant's Project Manager in ongoing meetings calls and email exchanges with the City; contract compliance; refinement of schedule and budget; strategic counsel; and internal team planning meetings and phone calls. Up to 4 hours/week has been budgeted for this task. This task also includes participation in monthly construction meetings (assuming a total of two hours per month).

#### ***TASK 8.2 - OUTREACH MATERIALS***

This task includes review and update of the project stakeholder database every 6 months to ensure accuracy and relevance to the project and that identified interested parties are included.

Consultant will print and provide electronic materials of project information that is easily understandable and accessible. This task consists of the development and finalization of one construction-phase project fact sheet and one construction-phase project FAQ, and the development and distribution of up to four construction e-blasts to project stakeholders. The development of one project flier, up to two community door hangers, and up to two community maps or signs will also be provided. It is assumed that the City pays for any printing or production costs.

Additionally, this task includes assistance with development and updates to up to two project PowerPoint presentations for community presentations or meetings; the development of speaking points as necessary; and updates to project website content as required.

The following deliverables shall be submitted by the Consultant:

1. Documentation of Meetings (Agendas and Meeting Minutes)
2. 1 construction-phase fact sheet
3. 1 construction-phase FAQ
4. Up to 4 stakeholder e-blasts
5. 1 project flier
6. Up to 2 community door hangers
7. Up to 2 community maps or signs

#### ***TASK 8.3 – COMMUNITY OUTREACH AND ENGAGEMENT***

Cultivating and maintaining strong relationships with members of the community increases project understanding and minimizes project opposition. Outreach activities during construction will provide open channels of communication to ensure the community is aware of construction activities and impacts.

This task consists of scheduling up to 12 meetings, appointments or presentations to existing groups for City staff; supporting/giving up to 10 community presentations as part of a speakers bureau effort; and supporting up to 3 community meetings. It is assumed that the City will pay any associated meeting, presentation or venue costs.

This task will also include distribution of collateral materials to property owners, businesses, and residents in close proximity to the project area and door-to-door outreach. It is assumed that the City will pay for any expenses associated with materials production.

***TASK 8.4 - ONGOING PUBLIC INFORMATION SUPPORT***

This task will provide ongoing monthly community liaison activities, including continually monitoring a dedicated project construction hotline; answering project-related phone calls and emails; coordinating with the City to prepare responses to community and media inquiries; and meeting attendance by the Project Manager and PIO with the Council and Mayor's office as requested (up to six 2-hr meetings are assumed) to discuss project-related issues.

END OF SCOPE OF SERVICES

**COMPENSATION AND FEE SCHEDULE**



CLIENT Name: City of San Diego  
 PROJECT Description: Design of Alvarado 2nd Pipeline  
 Proposal/Job Number: H168752 Date: 4/24/2017

Custom Rates	Kennedy/ Jenks Labor Hours														Subconsultant Fees											Total Labor	Total Subs	Total ODCs	Total Labor + Subs + ODCs							
	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Designer	CAD	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	KJ Escalation	KJ ODCs & Comm. Charges	Sub Contr. #1: CH2M	Sub Contr. #2: Darnell and Assoc.	Sub Contr. #3: David Reed Landscape	Sub Contr. #4: Helen-schmidt Geotechnic	Sub Contr. #5: Helix Enviro	Sub Contr. #6: Katz and Assoc.	Sub Contr. #7: Oday Consult					Sub Contr. #8: RF Yeager	Sub Contr. #9: VAP	Sub Contr. #10: West Coast Civil	Sub Contr. #11: Flow Science			
	\$290	\$270	\$250	\$225	\$200	\$185	\$170	\$155	\$130	\$145	\$105	\$120	\$100	\$75	Hours	Fees	0%	5%	Fees	Fees	Fees	Fees	Fees	Fees	Fees					Fees	Fees	Fees	Fees	Fees		
<b>Task 4 - Permitting/ Easement Acquisition</b>																																				
Task 4.1 - Caltrans (I-5, SR 163, I-805, I-8 Crossings)	20		180	60			180			80			20		540	\$108,500	\$0	\$5,425																		
Task 4.2 - MTS (3 Crossings, bridge, +Parallel@Fashion Valley)	20		220	80			240			100			20		680	\$136,100	\$0	\$6,805									\$6,000									
Task 4.3 - Environmental Permitting				40											40	\$9,000	\$0	\$450							\$78,983											
Task 4.4 - Biological Technical Report				24											24	\$5,400	\$0	\$270							\$59,837											
Task 4.5 - Easement Acquisition	10			24											34	\$8,300	\$0	\$415									\$21,850									
<b>Task 4 - Subtotal</b>	50	0	400	228	0	0	420	0	0	180	0	0	40	0	1318	\$267,300	\$0	\$13,365	\$0	\$0	\$0	\$0	\$136,800	\$0	\$0	\$0	\$27,950	\$0	\$0	\$267,300	\$164,760	\$13,365	\$445,415			
<b>Task 4A - Alternative Alignments</b>																																				
Task 4A.1 - 16" Replacement Across SR-163				80	20		60			20			20		200	\$39,600	\$0	\$1,980																		
Task 4A.2 - Fashion Valley Rd															0	\$0	\$0	\$0									\$71,850									
<b>Task 4A - Subtotal</b>	0	0	80	20	0	0	60	0	0	20	0	0	20	0	200	\$39,600	\$0	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,850	\$0	\$0	\$39,600	\$71,850	\$1,980	\$113,430			
<b>Task 5 - Public Relations</b>																																				
Task 5.1 - Outreach Management	8			40			40								88	\$18,120	\$0	\$906											\$60,068							
Task 5.2 - Outreach Materials															0	\$0	\$0	\$0											\$27,734							
Task 5.3 - Community Outreach and Engagement	8			8			8								16	\$4,120	\$0	\$206											\$19,684							
Task 5.4 - CEQA Process Support				8			8								16	\$3,160	\$0	\$158											\$10,102							
Task 5.5 - Ongoing Public Information Support															0	\$0	\$0	\$0											\$28,796							
<b>Task 5 - Subtotal</b>	16	0	0	56	0	0	48	0	0	0	0	0	0	0	120	\$25,400	\$0	\$1,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,400	\$144,384	\$1,270	\$171,054
<b>Phase A - Subtotal</b>	1228	410	540	3875	0	178	3945	0	0	2382	208	585	64	0	13395	\$2,618,705	\$0	\$288,015	\$205,921	\$225,370	\$24,140	\$725,279	\$136,800	\$144,384	\$71,225	\$59,800	\$99,800	\$274,875	\$29,850	\$2,618,705	\$1,997,444	\$288,015	\$4,804,164			
<b>Phase B: Bid Phase Support</b>																																				
<b>Task 6 - Bid Phase Support</b>																																				
Task 6.1 - Pre-Bid Meeting	4		8				4					2			18	\$4,140	\$0	\$207																		
Task 6.2 - Responses to Questions	24		40				40					8			112	\$25,320	\$0	\$1,266				\$985														
Task 6.3 - Addenda	24		40				40					8			112	\$25,320	\$0	\$1,266																		
Task 6.4 - Construction Contractor Bid Review			18	12			12								42	\$10,080	\$0	\$504																		
Task 6.5 - Preparation of Conformed Bid Documents				24							24				48	\$8,520	\$0	\$426																		
<b>Task 6 - Subtotal</b>	52	18	124	0	0	96	0	0	0	0	24	18	0	0	332	\$73,380	\$0	\$3,669	\$0	\$0	\$985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,380	\$985	\$3,669	\$78,034
<b>Phase B - Subtotal</b>	52	18	124	0	0	96	0	0	0	0	24	18	0	0	332	\$73,380	\$0	\$3,669	\$0	\$0	\$985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,380	\$985	\$3,669	\$78,034
<b>Phase C: Construction Phase Support</b>																																				
<b>Task 7 - Construction Phase Support</b>																																				
Task 7.1 - Construction Meetings																																				
Subtask 7.1.1 Pre-Pre-Construction Meeting	4		4				8								16	\$3,640	\$0	\$182																		
Subtask 7.1.2 Pre-Construction Meeting	4		4				8								16	\$3,640	\$0	\$182																		
Subtask 7.1.3 Construction Progress Meeting			60				60								120	\$26,100	\$0	\$1,305																		
Task 7.2 - Contractor Submittals Review	40		160				160								360	\$81,200	\$0	\$4,060																		
Task 7.3 - Requests for Information/Clarification	50		200				200								450	\$101,500	\$0	\$5,075																		
Task 7.4 - Change Order Preparation Assistance	20		80				80								180	\$40,600	\$0	\$2,030																		
Task 7.5 Periodic Site Observations				30											30	\$7,500	\$0	\$375																		
Task 7.6 Punch List Development and Project Closeout				40			40								80	\$17,400	\$0	\$870																		
Task 7.7 - As-Built Drawings				40			260								300	\$58,100	\$0	\$2,905				\$5,675														
<b>Task 7 - Subtotal</b>	118	0	618	0	0	816	0	0	0	0	0	0	0	0	1552	\$339,680	\$0	\$16,984	\$0	\$0	\$5,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$339,680	\$5,675	\$16,984	\$362,339	
<b>Task 8 - Construction Phase Outreach Support</b>																																				
Task 8.1 - Outreach Management	8		40				40								88	\$19,720	\$0	\$986											\$74,130							
Task 8.2 - Outreach Materials															0	\$0	\$0	\$0											\$51,942							
Task 8.3 - Community Outreach and Engagement	8		8												16	\$4,320	\$0	\$216											\$48,232							
Task 8.4 - Ongoing Public Information Support															0	\$0	\$0	\$0											\$41,400							
<b>Task 8 - Subtotal</b>	16	0	48	0	0	40	0	0	0	0	0	0	0	0	104	\$24,040	\$0	\$1,202	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,040	\$215,704	\$1,202	\$240,946
<b>Phase C - Subtotal</b>	134	0	666	0	0	856	0	0	0	0	0	0	0	0	1656	\$363,720	\$0	\$18,186	\$0	\$0	\$5,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,720	\$221,379	\$18,186	\$603,285	
<b>All Phases TOTAL</b>	1704	698	1580	4100	200	1315	4115	155	130	2527	337	703	184	75	15383	\$3,055,805	\$0	\$309,870	\$205,921	\$225,370	\$30,800	\$725,279	\$136,800	\$360,088	\$71,225	\$59,800	\$99,800	\$274,875	\$29,850	\$3,055,805	\$2,210,808	\$309,870	\$5,585,483			
10% Project Contingency (Additional Services)																																			\$558,548	
<b>Total Contract Amount</b>																																			\$6,144,031	

# Custom Schedule of Charges

## PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$155
Engineer-Scientist-Specialist 3 .....	\$170
Engineer-Scientist-Specialist 4 .....	\$185
Engineer-Scientist-Specialist 5 .....	\$200
Engineer-Scientist-Specialist 6 .....	\$225
Engineer-Scientist-Specialist 7 .....	\$250
Engineer-Scientist-Specialist 8 .....	\$270
Engineer-Scientist-Specialist 9 .....	\$290
CAD-Technician .....	\$105
CAD-Designer .....	\$145
Project Administrator .....	\$120
Administrative Assistant .....	\$100
Aide .....	\$75

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

## Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the City of San Diego approved mileage rates.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

# TIME SCHEDULE

**CITY OF SAN DIEGO  
DESIGN OF ALVARADO 2ND PIPELINE EXTENSION PROJECT  
(H166752)**

ID	Task Name	Duration	2018				2019				2020				2021				2022				2023							
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4				
1	Notice to Proceed	0 days	1/2																											
2	<b>TASK 1 - Project Management</b>	1348 days	[Gantt bar spanning from start to end of 2022]																											
3	Subtask 1.1 - Coordination	554 days	[Gantt bar spanning from start to end of 2021]																											
4	Subtask 1.2 - Project Meetings	554 days	[Gantt bar spanning from start to end of 2021]																											
5	Subtask 1.3 - Project Schedule	554 days	[Gantt bar spanning from start to end of 2021]																											
6	Subtask 1.4 - Contract Administration	1348 days	[Gantt bar spanning from start to end of 2022]																											
7	Subtask 1.5 - Quality Assurance/ Quality Control	554 days	[Gantt bar spanning from start to end of 2021]																											
8																														
9	<b>TASK 2 - Field Investigation/ Studies</b>	523 days	[Gantt bar spanning from start to end of 2020]																											
10	Subtask 2.1 - Geotechnical Investigation	90 days	[Gantt bar in Q1 2019]																											
11	Subtask 2.2 - Utility Potholing	65 days	[Gantt bar in Q2 2019]																											
12	Subtask 2.3 - Utility Research and Plotting	89 days	[Gantt bar in Q3 2019]																											
13	Subtask 2.4 - Seismic Design Criteria Memorandum	107 days	[Gantt bar in Q4 2019]																											
14	Subtask 2.5 - Contaminated Soils and Groundwater Management Plan	411 days	[Gantt bar spanning from Q2 2019 to Q4 2020]																											
15	Subtask 2.6 - Hydraulic and Surge Analysis Technical Memorandum	45 days	[Gantt bar in Q3 2020]																											
16																														
17	<b>TASK 3 - FINAL DESIGN</b>	560 days	[Gantt bar spanning from start to end of 2021]																											
18	Subtask 3.1 - 3.9 Discipline Design and Plan Preparation	466 days	[Gantt bar spanning from start to end of 2021]																											
19	Subtask 3.10 - Specifications	306 days	[Gantt bar spanning from start to end of 2021]																											
20	Subtask 3.11 - Calculations	231 days	[Gantt bar spanning from start to end of 2021]																											
21	Subtask 3.12 - Submittal Preparation and Comment Responses	466 days	[Gantt bar spanning from start to end of 2021]																											
22	Subtask 3.12.1 - 30% Design Submittal	102 days	[Gantt bar in Q1 2020]																											
23	Subtask 3.12.2 - 60% Design Submittal	129 days	[Gantt bar in Q2 2020]																											
24	Subtask 3.12.3 - 100% Design Submittal	200 days	[Gantt bar in Q3 2020]																											
25	Subtask 3.12.4 - Final Design Submittal	35 days	[Gantt bar in Q4 2020]																											
26	Subtask 3.13 - Construction Cost Estimates	555 days	[Gantt bar spanning from start to end of 2021]																											
27																														
28	<b>TASK 4 - Permitting/ Easement Acquisition</b>	462 days	[Gantt bar spanning from start to end of 2021]																											
29	Subtask 4.1 - Caltrans (I-5, SR 163, I-805, I-8 Crossings)	365 days	[Gantt bar spanning from start to end of 2021]																											
30	Subtask 4.2 - MTS (3 Crossings, Bridge, + Parallel at Fashion Valley)	365 days	[Gantt bar spanning from start to end of 2021]																											
31	Subtask 4.3 - Environmental Permitting	280 days	[Gantt bar spanning from start to end of 2021]																											
32	Subtask 4.4 - Biological Technical Report	280 days	[Gantt bar spanning from start to end of 2021]																											
33	Subtask 4.5 Easement Acquisition	238 days	[Gantt bar spanning from start to end of 2021]																											
34																														
35	<b>TASK 5 - Public Relations</b>	554 days	[Gantt bar spanning from start to end of 2021]																											
36																														
37	<b>TASK 6 - Bid Phase Support</b>	132 days	[Gantt bar in Q1 2022]																											
38																														
39	<b>Task 7 - Construction Phase Support</b>	674 days	[Gantt bar spanning from start to end of 2022]																											
40																														
41	<b>Task 8 - Construction Phase Outreach Support</b>	674 days	[Gantt bar spanning from start to end of 2022]																											

Project: H166752  
Date: Tue 12/12/17

Task		Summary		Critical Split		City Review	
Milestone		Critical		Progress		Future Authorization Task	

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

- A. 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.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. 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.
- E. 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.

## EXHIBIT D

**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.

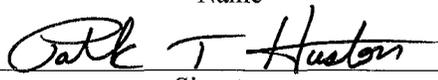
CHECK ONE BOX ONLY.

- 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
11/2007	EOC Los Angeles District Office	Charge of Race Discrimination	N	Closed through use of EEOC Mediation Program	None Required
06/2011	EEOC Seattle Field Office	Charge of Age Discrimination	N	Dismissed by EEOC through investigation	None Required

Design Professional Name Kennedy/Jenks Consultants, Inc.

Certified By Patrick T. Huston, P.E. Name Title Principal-in-Charge

  
Signature Date July 5, 2017

**USE ADDITIONAL FORMS AS NECESSARY**



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Kennedy/Jenks Consultants, Inc.

AKA/DBA: Kennedy/Jenks Consultants

Address (Corporate Headquarters, where applicable): 303 Second Street, Suite 300 South

City: San Francisco County: San Francisco State: CA Zip: 94107

Telephone Number: ( 415 ) 243-2150 FAX Number: ( 415 ) 896-0999

Name of Company CEO: Keith A. London

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

Address: 9665 Granite Ridge Drive, Suite 210

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: ( 858 ) 676-7500 FAX Number: ( 858 ) 292-1694 Email: PatrickHuston@KennedyJenks.com

Type of Business: Engineering Consultant Type of License: Professional Engineering/Civil Engineering

The Company has appointed: Heather Stephens

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

Address: 421 SW 6th Avenue, Suite 1000, Portland, OR 97204

Telephone Number: ( 503 ) 423-4050 FAX Number: ( 503 ) 295-4901 Email: HeatherStephens@KennedyJenks.com

- [ ] One San Diego County (or Most Local County) Work Force - Mandatory [x] Branch Work Force \* [ ] Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Kennedy/Jenks Consultants

(Firm Name)

San Diego, California hereby certify that information provided (County) (State) 20th July 17

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

(Authorized Signature)

Patrick T. Huston, P.E. (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Kennedy/Jenks Consultants

DATE: 7/20/2017

OFFICE(S) or BRANCH(ES): 9665 Granite Ridge Drive, Suite 210, San Diego, CA 92123

COUNTY: San Diego

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

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

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												2		
Professional														
A&E, Science, Computer				1								3	3	
Technical														
Sales														
Administrative Support													1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	1	0	0	0	0	0	0	5	4	0	0
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Grand Total All Employees	10
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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

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

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						1	1		
Professional														
A&E, Science, Computer					2						10	1	1	
Technical														
Sales														
Administrative Support												2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	0	3	0	0	0	0	0	0	11	4	1	0
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Grand Total All Employees 19

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**WORK FORCE REPORT** – NAME OF FIRM: Kennedy/Jenks Consultants

DATE: 7/20/2017

OFFICE(S) or BRANCH(ES): 300 N. Lake Avenue, Suite 1020, Pasadena, CA 91101

COUNTY: Los Angeles

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

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

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					2							4		
Professional														
A&E, Science, Computer					2						3	1		2
Technical			2								1			1
Sales														
Administrative Support				2					1					
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	2	2	4	0	0	0	1	0	8	1	0	3
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Grand Total All Employees

21

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

Disabled											1			
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT** -- NAME OF FIRM: Kennedy/Jenks Consultants

DATE: 7/20/2017

OFFICE(S) or BRANCH(ES): 421 SW 6th Avenue, Suite 1000, Portland, OR 97204

COUNTY: Multnomah County

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

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

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											2	2		1
Professional														
A&E, Science, Computer					1	3	1				14	3	1	
Technical					1						1			
Sales														
Administrative Support					1				1			8		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	0	3	3	1	0	0	1	17	13	1	1
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Grand Total All Employees

40

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT** -- NAME OF FIRM: Kennedy/Jenks Consultants DATE: 7/20/2017

OFFICE(S) or BRANCH(ES): 303 Second Street, Suite 300 South, San Francisco, CA 94107 COUNTY: San Francisco

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

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

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										2	2		
Professional														
A&E, Science, Computer	3		2	2	2	3			1		20	4	1	
Technical					1	2			1					
Sales														
Administrative Support						5					3	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	0	2	2	3	10	0	0	2	0	25	7	1	0
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Grand Total All Employees 56

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

Disabled											1			
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT** -- NAME OF FIRM: Kennedy/Jenks Consultants DATE: 7/20/2017

OFFICE(S) or BRANCH(ES): 2775 North Ventura Road, Suite 100, Oxnard, CA 93036 COUNTY: Ventura

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:
- (1) Black, African-American
  - (2) Hispanic, Latino, Mexican-American, Puerto Rican
  - (3) Asian, Pacific Islander
  - (4) American Indian, Eskimo
  - (5) Filipino, Asian Pacific Islander
  - (6) White, Caucasian
  - (7) Other ethnicity; not falling into other groups

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			
Professional														
A&E, Science, Computer											3	2		1
Technical														
Sales														
Administrative Support				2										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	2	0	0	0	0	0	0	4	2	0	1
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Grand Total All Employees

9

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

OFFICE(S) or BRANCH(ES): Three BetterWorld Circle #200, Temecula, CA 92590

COUNTY: Riverside

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

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

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						1	1	1	
Professional												1		
A&E, Science, Computer											5			
Technical														
Sales														
Administrative Support				2										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	2	1	0	0	0	0	0	6	2	1	0
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Grand Total All Employees 12

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

Disabled														
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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.<sup>1</sup> 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.<sup>2</sup> 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.<sup>1</sup>

## 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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**
<b>CH2M</b> 402 W. Broadway, Suite 1450 San Diego, CA 92101	Trenchless Seismic Resiliency	3%***	OBE	N/A
<b>Darnell &amp; Associates, Inc.</b> 2870 Fourth Avenue, #A San Diego, CA 92103	Traffic Control	4%	ELBE	City of San Diego
<b>David Reed Landscape Architects</b> 3585 Fifth Avenue, Suite 100 San Diego, CA 92103	Landscape Architect	0.5%	ELBE	City of San Diego
<b>Helenschmidt Geotechnical, Inc.</b> 5245 Avenida Encinas, Suite B Carlsbad, CA 92008	Geotechnical Data	12%	ELBE SBE	City of San Diego DGS
<b>Helix Environmental Planning</b> 7578 El Cajon Boulevard La Mesa, CA 91942	Environmental Compliance Permitting	2%***	OBE	N/A
<b>Katz &amp; Associates</b> 5440 Morehouse Drive, Suite 1000 San Diego, CA 92121	Public Information Officer	6%***	SBE WBE	DGS Caltrans
<b>O'Day Consultants</b> 2710 Loker Avenue West Suite 100 Carlsbad, CA 92010-6609	Miscellaneous Survey Potholing	1%	SLBE DVBE	City of San Diego State of CA
<b>RF Yeager</b> 9562 Winter Gardens, Suite D-151 Lakeside, CA 92040	Corrosion Control	1%	SLBE DVBE	City of San Diego DGS
<b>VAP Enterprises</b> 2683 Via de la Valle, G333 Del Mar, CA 92014	Property Acquisition	2%	ELBE WBE DBE	City of San Diego Supplier Clearinghouse CUCP
<b>West Coast Civil</b> 9740 Appaloosa Road, Suite 130 San Diego, CA 92131	ADA Compliance Review	5%	ELBE WBE MBE	City of San Diego DOT CUCP
<b>Flow Science Incorporated</b> 1515 Market St., Ste. 1200 PMB #520 Philadelphia, CA 19102	Hydraulic Analysis	0.5%***	OBE	N/A
<b>Total SLBE/ELBE</b>		<b>25.5%</b>		
<b>Total OBE</b>		<b>11.5%</b>		
<b>Total Subconsultant Participation</b>		<b>37%</b>		

## List of Abbreviations:

<b>Small Local Business Enterprise</b>	<b>SLBE</b>
<b>Emerging Local Business Enterprise</b>	<b>ELBE</b>
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.*

*\*\*\*Non SLBE/ELBE Subconsultant*

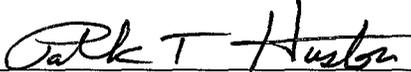
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** Design of Alvarado 2nd Pipeline Extension, Contract Number H166752

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:

**FIRM NAME:** Kennedy/Jenks Consultants

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 Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed   
Printed Name Patrick T. Huston, P.E.  
Title Principal-in-Charge  
Date 7/5/2017

**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](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](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

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

**DISCLOSURE DETERMINATION FOR CONSULTANT**

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

- 1. Department / Board / Commission / Agency Name: City of San Diego, Public Works – Engineering Department
- 2. Name of Specific Consultant & Company: Kennedy/Jenks Consultants, Inc.
- 3. Address, City, State, ZIP: 9665 Granit Ridge Drive, Suite 210, San Diego, CA 92123
- 4. Project Title (as shown on 1472, “Request for Council Action”): Alvarado 2<sup>nd</sup> Pipeline Extension
- 5. Consultant Duties for Project: Civil Engineering Services
- 6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: A. Palaseyed  
[Abi Palaseyed, Assistant Deputy Director]\*

July 11, 2017  
[Date]

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

**DEFINITION OF "CONSULTANT"**

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

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

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

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

CITY OF SAN DIEGO, 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):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: Phone: (____) _____																					
3. CITY DEPARTMENT RESPONSIBLE																						
3a. Department (include Division):	3b. Project Manager (address & phone):  Phone: (____) _____																					
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/> )																						
<b>4. Design Phase</b> 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.):	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">4e. Key Design Phase Completion Dates:</th> <th rowspan="4" style="text-align: center; vertical-align: middle;">Final Construction Est. Completion: _____ Actual Completion: _____</th> </tr> <tr> <th style="text-align: center;">%</th> <th style="text-align: center;">%</th> <th style="text-align: center;">%</th> <th style="text-align: center;">100%</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>	4e. Key Design Phase Completion Dates:				Final Construction Est. Completion: _____ Actual Completion: _____	%	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____
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Agreed Delivery Date:	_____	_____	_____																			
Actual Delivery Date:	_____	_____	_____																			
Acceptance of Plans/Specs.:	_____	_____	_____																			
<b>5. Construction Support</b> 5a. Contractor _____ Phone (____) _____ (name and address) 5b. Superintendent _____																						
5c. Notice to Proceed _____ (date)  5d. Working days _____ (number)  5e. Actual Working days _____ (number)	<b>5f. Change Orders:</b> 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-Builts Compliance with Contract & Budget Responsiveness to City Staff 6b. Overall Rating _____	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"></th> <th style="width: 33%; text-align: center;">Excellent</th> <th style="width: 33%; text-align: center;">Satisfactory</th> <th style="width: 33%; text-align: center;">Poor</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Quality of Plans/Specifications/As-Builts</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Compliance with Contract &amp; Budget</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Responsiveness to City Staff</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Excellent	Satisfactory	Poor	Quality of Plans/Specifications/As-Builts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
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Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																			
7. AUTHORIZING SIGNATURES																						
7a. Project Manager _____ Date _____  7b. Section Head _____ Date _____																						

Section II		SPECIFIC RATING							
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET					Resolution of Field problems	EXCELLENT	SATISFACTORY	POOR	NA
Reasonable agreement negotiation	<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 \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached: Yes  No )

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

Design of Alvarado 2nd Pipeline Extension (Contract Number: H166752)

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**B. BIDDER/PROPOSER INFORMATION:**

Kennedy/Jenks Consultants, Inc.

Legal Name		DBA	
<u>9665 Granite Ridge, Suite 210</u>	<u>San Diego</u>	<u>CA</u>	<u>92123</u>
Street Address	City	State	Zip

<u>Patrick T. Huston, Principal-in-Charge</u>	<u>858-676-7500</u>	<u>858-292-1694</u>
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: 12 / 22 / 71 State of incorporation: California

List corporation's current officers: President: Keith A. London, P.E.  
Vice Pres: Patrick T. Huston, P.E.  
Secretary: Donald Weiden  
Treasurer: Laurie Bishop

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:

N/A

**Limited Liability Company** Date formed: \_\_\_ / \_\_\_ / \_\_\_ State of formation: \_\_\_\_\_

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

N/A

**Partnership** Date formed: \_\_\_ / \_\_\_ / \_\_\_ State of formation: \_\_\_\_\_

N/A

**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:

N/A

**Joint Venture** Date formed: \_\_\_ / \_\_\_ / \_\_\_

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

N/A

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

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

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

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

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?

**Yes**       **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: Bank of the West

Point of Contact: Nicki Schroeder

Address: 180 Montgomery Street, 9th Floor, San Francisco, CA 94104

Phone Number 415-399-7297

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: Eastern Municipal Water District

Contact Name and Phone Number: Armando Arroyo, Project Manager/951-928-3777 X4480

Contact Email: arroyoa@emwd.org

Address: 2270 Trumble Road, Perris, CA 92570

Contract Date: 2009 to 2013

Contract Amount: \$950,000

Requirements of Contract: Planning, design and construction of 30,000 feet of 30-inch and 36-inch sewer force main, 1,500 feet of 18-inch recycled water pipeline.

Company Name: City of San Diego

Contact Name and Phone Number: Brian Vitelle, P.E., Engineering & Capital Projects/619-533-7413

Contact Email: BVitelle@sandiego.gov

Address: 600 B Street, Suite 800, San Diego, CA 92101-4592

Contract Date: June 2012 to 2015

Contract Amount: \$727,000 Design Fee

Requirements of Contract: Design and engineering services during construction of two miles of 16-inch water line replacement, and 36-inch pipe abandonment.

Company Name: Lake Oswego-Tigard Water Partnership

Contact Name and Phone Number: Joel Komarck/503-697-6588

Contact Email: jkomarck@ci.oswego.or.us

Address: 3rd Floor City Hall, 380 A Avenue, Lake Oswego, OR 97034

Contract Date: July 2011 to Present

Contract Amount: RW: \$2,508,000 FW: \$5,785,000

Requirements of Contract: Design services for 1.9 miles of 42-inch, 2.9 miles of 48-inch, and 4.0 miles of 42-inch raw water pipeline.

**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: CH2M Hill

Contact Name and Phone Number: Troy Matsuura and Rich Pyle/619-687-0120

Contact Email: troy.matsuura@ch2m.com

Address: 402 W. Broadway, Suite 1450, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: \$205,921

Requirements of Contract: TBD

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

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: Darnell & Associates, Inc.

Contact Name and Phone Number: Bill Darnell/619-232-2112 X112

Contact Email: office@darnell-assoc.com

Address: 2870 Fourth Avenue, #A, San Diego, CA 92103

Contract Date: TBD

Sub-Contract Dollar Amount: \$225,370

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Traffic Control

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: David Reed Landscape Architects

Contact Name and Phone Number: David Reed, ASLA/619-239-3300

Contact Email: david@drasla.com

Address: 3585 Fifth Avenue, Suite 100, San Diego, CA 92103

Contract Date: TBD

Sub-Contract Dollar Amount: \$30,800

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Landscape Architect

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: Helenschmidt Geotechnical, Inc.

Contact Name and Phone Number: Stanley Helenschmidt/760-579-0333

Contact Email: stan.hgi@sbcglobal.net

Address: 5245 Avenida Encinas, Suite B, Carlsbad, CA 92008

Contract Date: TBD

Sub-Contract Dollar Amount: \$725,279

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Geotechnical Data

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: Helix Environmental

Contact Name and Phone Number: Andrea Bitterling/619-462-1515

Contact Email: andreaB@helixepi.com

Address: 7578 El Cajon Boulevard, La Mesa, CA 91942

Contract Date: TBD

Sub-Contract Dollar Amount: \$136,800

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Environmental Compliance, Permitting

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

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

Company Name: Katz & Associates

Contact Name and Phone Number: Sara M. Katz, CEO/858-452-0031

Contact Email: skatz@katzandassociates.com

Address: 5440 Morehouse Drive, Suite 100, San Diego, CA 92121

Contract Date: TBD

Sub-Contract Dollar Amount: \$360,088

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Public Information Officer

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or WBE (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: O'Day Consultants

Contact Name and Phone Number: Patrick N. "Pat" O'Day/760-937-7700 X104

Contact Email: pato@odayconsultants.com

Address: 2710 Loker Avenue West, Suite 100, Carlsbad, CA 92010-6609

Contract Date: TBD

Sub-Contract Dollar Amount: \$71,225

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Miscellaneous Survey, Potholing

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: RF Yeager

Contact Name and Phone Number: Ricahrd F. (Rick) Yeager, Jr., P.E., Principal Corrosion Engineer/619-647-6265

Contact Email: rfeager@rfyeager.com

Address: 9562 Winter Gardens, Suite D-151, Lakside, CA 92040

Contract Date: TBD

Sub-Contract Dollar Amount: \$59,800

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Corrosion Control

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: VAP Enterprises

Contact Name and Phone Number: Virginia Partridge/619-977-8286

Contact Email: vap@virginiapartridge.com

Address: 2683 Via de la Valle, G333, Del Mar, CA 92014

Contract Date: TBD

Sub-Contract Dollar Amount: \$99,800

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: Property Acquisition

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

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

Company Name: West Coast Civil

Contact Name and Phone Number: Anthony Gonzalez/619-347-6362

Contact Email: \_\_\_\_\_

Address: 9740 Appaloosa Road, Suite 130, San Diego, CA 92131

Contract Date: TBD

Sub-Contract Dollar Amount: \$274,875

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: ADA Compliance Review

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

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: Flow Science, Incorporated

Contact Name and Phone Number: Kristen Bowman Kavanagh/ 626-304-1134

Contact Email: kbkavanagh@flowscience.com

Address: 48 S. Chester Ave. Ste 200, Pasadena, CA 91106

Contract Date: TBD

Sub-Contract Dollar Amount: \$29,850

Requirements of Contract: TBD

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

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

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

**K. STATEMENT OF AVAILABLE EQUIPMENT** (continued):

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: Vehicle

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 3

Year, Make & Model: 2015 Dodge Ram truck

Explanation: \_\_\_\_\_

Equipment Description: Vehicle

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 4

Year, Make & Model: 2006-2013 Chevrolet Silverados with utility boxes

Explanation: \_\_\_\_\_

Equipment Description: Survey Instruments

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 7

Year, Make & Model: 2013-20156 - 4 Trimble GPS; 2 Trimble Total Stations; 1 Spectra Total Station

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 3 / 11 / 2016

**K. STATEMENT OF AVAILABLE EQUIPMENT** (Continued):

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: Vacmasters System 1000

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 3

Year, Make & Model: 2007 Vacmasters System 1000

Explanation: Air vacuum excavation potholing rig.

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 3 / 11 / 2016

**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.**

Patrick T. Huston, P.E.

Name and Title



Signature

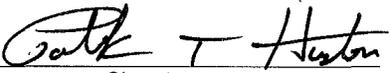
7/5/2017

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.

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.

Patrick T. Huston, P.E.                                            7/5/2017  
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.**

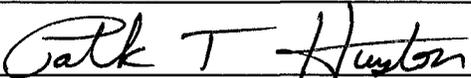
If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the 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.

Kennedy/Jenks Consultants  
Name of Firm  
  
Signature of Authorized Representative

Patrick T. Huston, P.E.  
Printed/Typed Name

7/5/2017  
Date

## CONSULTANT CERTIFICATION

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### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Design of Alvarado 2nd Pipeline Extension, Contract Number H166752

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

Kennedy/Jenks Consultants

(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

Patrick T. Huston

Printed Name Patrick T. Huston, P.E.

Title Principal-in-Charge

Tues Nov 14, 2017  
(O-2018-35) Item 53

ORDINANCE NUMBER O- 20875 (NEW SERIES)

DATE OF FINAL PASSAGE NOV 20 2017

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING AN AGREEMENT WITH  
KENNEDY/JENKS CONSULTANTS, INC. FOR DESIGN AND  
CONSTRUCTION SUPPORT FOR ALVARADO 2ND  
PIPELINE EXTENSION PROJECT.

WHEREAS, the Alvarado 2nd Pipeline Extension Project is part of the City of San Diego's Public Works, Capital Improvements Program to provide needed redundant transmission to the coastal zones of La Jolla and Pacific Beach for supply reliability and include construction of approximately 10.32 miles of pipeline connecting the existing Alvarado Pipeline westerly to a new 20-inch Pacific Beach pipeline; and

WHEREAS, Kennedy/Jenks Consultants, Inc. was selected as the most qualified pursuant to a Request for Proposal to provide professional engineering services for the design, construction support, and post-construction support and related work; and

WHEREAS, under San Diego Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized, except by Ordinance adopted by a two-thirds majority vote of the City Council; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is authorized to execute a phase-funded agreement with Kennedy/Jenks Consultants, Inc. for professional engineering services for design and construction support in CIP S-12013, Alvarado 2nd Extension Pipeline project in an amount not to exceed \$6,144,031, under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. OO- 20875.

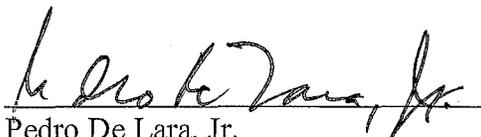
Section 2. That the Chief Financial Officer is authorized to expend funds, under established contract funding phases in an amount not to exceed \$3,288,612 for Phase 1 (Fiscal Year 2018) and \$2,855,419 for all subsequent phases from CIP S-12013, Alvarado 2nd Extension Pipeline, Fund 700010, Water Utility CIP for the purpose of executing this Agreement, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 3. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 4. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By   
Pedro De Lara, Jr.  
Deputy City Attorney

PDL:cm  
October 12, 2017  
Or.Dept: PU/Eng.  
Doc. No.: 1602267.docx

I certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of NOV 14 2017.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 11/20/17  
(date)

  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on NOV 14 2017, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 20 2017.

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By *Hy Brady*, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

OCT 31 2017, and on NOV 20 2017.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By *Hy Brady*, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 20875

Passed by the Council of The City of San Diego on November 14, 2017, by the following vote:

**YEAS:** BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN, ALVAREZ, GOMEZ.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Stacy Ready, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-20875 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on October 31, 2017, and on November 20, 2017.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By: Stacy Ready, Deputy