

DUPLICATE

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
GANNETT FLEMING, INC.**

**FOR
DESIGN OF OTAY 2ND WATER TRANSMISSION PIPELINE
PHASE 3 REPLACEMENT**

CONTRACT NUMBER: H187019

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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 - Determination Form
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND GANNETT FLEMING, INC.
FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Gannett Fleming, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement [Project].

RECITALS

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

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

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

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

ARTICLE I
DESIGN PROFESSIONAL SERVICES

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to

between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$1,659,888. The compensation for the Scope of Services shall not exceed \$1,259,888, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$400,000.

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

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

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 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$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). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

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

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

4.3.4.3 Aircraft Liability Insurance Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the

appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

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

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

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

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

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

7.4 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. 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 Department, c/o Delfa Genova, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to Gannett Fleming, Inc., John A. Adam, 570 Rancheros Drive, Suite 200, San Marcos, CA 92069, jaadam@GFNET.com.

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

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

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

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Ray Fakhoury, John A. "Jack" Adam, and Nita Kazi [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be

removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

9.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

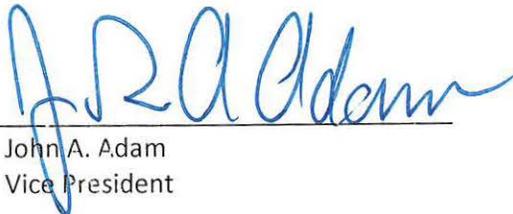
Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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

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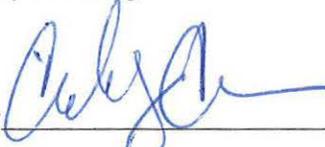
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R-312449, authorizing such execution, and by the Design Professional pursuant to Gannett Fleming, Inc.'s signature authority document.

14th I HEREBY CERTIFY I can legally bind Gannett Fleming Inc. and that I have read all of this Agreement, this day of May, 2019.

By: 
John A. Adam
Vice President

Dated this 12th day of June, 2019.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

2019 I HEREBY APPROVE the form of the foregoing Agreement this 12th day of June,

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

DESIGN OF OTAY 2ND WATER TRANSMISSION PIPELINE PHASE 3 REPLACEMENT (H187019)

The Scope of Services defines the extent of design consultant services necessary to complete the required work and documents specified herein for Design (Plans, Specifications, and Estimate), assistance during the Bid, and Construction Support of the Otay 2nd Water Transmission Pipeline Phase 3, herein referred to as the PROJECT.

PROJECT BACKGROUND

The Otay 2nd Water Pipeline is one of the City's oldest and most important treated water transmission mains. Because of its ability to move water between the City's Alvarado and Otay service areas, the Otay 2nd Pipeline provides great operational flexibility and system reliability to San Diego's water system.

The Otay 2nd Pipeline replacement is broken into several phases or projects which are depicted in Figure 1-1 (page 13) of the planning package, however the planning package has been modified and the following part of Phase 3 section of pipe has been moved to Phase 4 and is not required as part of this PROJECT:

- Pipe south of the new 48-inch flange south of the tie in at Sweetwater Road east of Willow St is now in Phase 4 scope of services.

The current Phase 3 runs from Sweetwater Road east of Willow Street to State Route 54.

PROJECT DESCRIPTION

The Otay 2nd Pipeline Phase 3 PROJECT includes **upsizing 3,403 linear feet (0.64 miles) of the Otay 2nd Pipeline to 48-inch diameter Cement Mortar Lined and Tape Coated (CML&TC) and Cement Mortar Coated (CMC) Welded Steel Pipeline from the 54-inch reducer south of State Route 54 (SR-54) to the new 48-inch flange at Sweetwater Road east of Willow St.** The Otay 2nd Pipeline Phase 3 is within the County of San Diego jurisdiction.

The PROJECT may include realigning portions of the pipeline to the public right of way; reconnecting the pipeline with the 54-inch reducer south of SR54; reconnecting the pipeline with the 48-inch flange at Sweetwater

Page 2

Road just east of Willow; and transferring water service connections back to the operating agency. The pipeline will be designed for a 50- year lifecycle or per the current lifecycle requirements of the City.

Hydraulic results from the 2030 water model indicate that replacing the Otay 2nd Phase 3 Pipeline with a 48-inch transmission main will satisfy pressure requirements at the Paradise Hills/Paradise Mesa Water System. The designer may be required to expand the water model to ensure adequate pipeline capacity to the end of the pipeline's required lifecycle. Water modeling is not anticipated on this project.

Replacing the pipe along the existing alignment per the planning package recommendations will involve approximately 0.64 miles of new pipeline construction for Phase 3. The Otay 2nd Pipeline Phase 3 is currently aligned in the right of way, city-owned parcels, and privately-owned parcels. The PROJECT may require both open-trench and trenchless construction, maintenance access road, access points on private property, community coordination, permits, and traffic control design as additional elements of the PROJECT. The existing segment of Otay 2nd Pipeline for Phase 3 runs through the following parcels:

From the 54-inch reducer south of SR-54, the Otay 2nd Pipeline runs south through two parcels owned by the City of San Diego crossing Avenida San Miguel between Willow Street and Bardaguera; the pipeline continues south crossing Bardaguera just East of Willow; the pipeline then turns southwest crossing through the northwestern boundary of 2 to 3 parcels to Willow (3936 Bardaguera, 3409 Willow, 3417 Willow); the pipeline then runs south along Willow from Balsamina to Alameda; the pipeline continues south through 3 privately-owned parcels (3870 Alameda, 3508 Willow, 3536 Willow); the pipeline continues south on the property line between 6 privately-owned parcels (3570 Willow, 3847 Sweetwater, 3849 Sweetwater, 3855 Sweetwater, two parcels with no address); the pipeline then turns southeast as it crosses Sweetwater; and finally the pipeline turns south to connect with the Willow Street Bridge.

The consultant is to analyze the following realignments in order to move the pipeline from property easements to the right of way as compared to open trench and trenchless technology:

- FSN 460981 and FSN 5485773 which possibly runs southwest through 3936 Bardaguera, 3409 Willow, and 3417 Willow – analyze realigning to Bardaguera and Willow.
- FSN 460981, 460978, 460973, 460974, 460975, and a portion of 5068613 which runs through 3870 Alameda, 3508 Willow, and 3536 Willow and along the property line between 3570 Willow, 3847 Sweetwater, 3849 Sweetwater, and 3855 Sweetwater – analyze realigning to the following two paths:
 - South on Willow, West on Alameda, South on Valley, East on Sweetwater to the new 48" flange East of Willow, and

- South on Willow past the intersection of Alameda and Willow along the curvy road to Sweetwater Road. Portions of this alignment might be private roads.
- Open cut or a combination of trenchless and open cut construction in the existing alignment or adjacent to the existing Sweetwater Authority easement.

This PROJECT is not anticipated to be near earthquake faults or rail lines. The PROJECT may require tunneling.

DESIGN SCOPE OF SERVICES – PHASE A

This Design Scope of Services defines the extent of the Design Professional's engineering services needed for the Otay 2nd Pipeline Phase 3 PROJECT. The consultant will be required to perform all the studies, environmental review, and approvals necessary to finalize the design and prepare the specifications for construction using the current City of San Diego standard construction specifications and County requirements. The consultant will be required to submit a Basis of Design Report, as well as a package for review at 30%, 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments within the City. Each review cycle will require the consultant to attend comment review meetings with all the reviewing parties, as well as several as-needed intermediate meetings to resolve questions and conflicts. The consultant will also be required to go through the Public Works Department Citywide Plan Check Distribution List process.

The design consultant will be responsible to design the water main, ADA compliant curb ramps, and site restoration, coordinate the resolution of all potential utility conflicts, and secure all the environmental permits and any other permits or temporary easement access rights required to complete the design and construction of the PROJECT. The consultant will provide design services, bid and award support, construction support and as-built services.

1.0 PROJECT MANAGEMENT

- 1.1 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 phase.
- 1.2 Attend meetings as requested by the City and coordinate the preparation of supporting materials as required.
- 1.3 Establish, monitor and maintain PROJECT scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- 1.4 Maintain the PROJECT design schedule as a tool in managing and monitoring PROJECT progress.

The schedule shall include PROJECT tasks, task interrelationships, milestones, and intermediate and final PROJECT deliverables, in accordance with the City of San Diego Guidelines and Standards.

- 1.5 Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress, which will be shared with the City on a monthly basis.
- 1.6 Develop the format of the final 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 report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:
 - 1.6.1 Schedule Information,
 - 1.6.2 Percentage of individual task completion,
 - 1.6.3 Budget Information,
 - 1.6.4 Problems Encountered,
 - 1.6.5 Out-of-Scope Authorizations,
 - 1.6.6 Design Professional Action Items,
 - 1.6.7 City Action Items, and
 - 1.6.8 Resolved Items and Resolution organized by issue.
- 1.7 Coordination
 - 1.7.1 Provide coordination and communications between the City Project Management staff and the Design Professional staff as necessary to keep the entire PROJECT Team informed of the PROJECT's progress on key issues and decisions. The Design Professional shall inform the City of subconsultant activities and relay any feedback from City staff.
 - 1.7.2 The Design Professional shall prepare monthly progress reports to provide coordination and communications between its own Project Management Team and individual Task Managers of the various PROJECT elements, activities, and tasks.

2.0 PROJECT DESIGN MEETINGS

The Design Professional shall prepare meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's Project Manager. Ensure that all PROJECT Team action

items are addressed by the appropriate task managers. Attend meetings as requested by the City and coordinate the preparation of supporting materials, as required. Provide the status on PROJECT design issues/problems. The PROJECT status log shall be organized by issue/problem subject matter. Action items shall be on one list. Anticipated meetings are as follows:

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

2.2 Design Professional will lead monthly progress meetings with task managers and/or major subconsultants assisting in performing work.

2.3 Submittal Meetings

The Design Professional shall attend submittal meetings to review various design issues prior to the submittal. The meetings will be held prior to the Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design.

2.4 Operations Meetings

The Design Professional shall attend operations meetings to review various design issues after submittal. The meetings will be held after preparation of the Basis of Design Report, 30% Design, 60% Design, 100% Design, and Final Design. The Design Professional shall respond to Water Operations comments in a form provided by the City.

2.5 Traffic Control Meetings

The Design Professional shall attend three (3) Traffic Control Meetings with the City Traffic Engineer or the appropriate agency at 60% Design, 100% Design, and Final Design if needed. Traffic Control meetings with the County of San Diego or City of Chula Vista are included in the Jurisdictional Agency Meetings task.

2.6 ADA Meetings

The Design Professional shall attend three (3) meetings with the City CIP Access Law Compliance Officer or the appropriate agency to discuss the curb ramp design at 60% Design, 100% Design, and Final Design.

2.7 QA/QC Meeting

The Design Professional shall attend one (1) meeting with the City Quality Control / Quality Assurance section or the appropriate agency to discuss the plans, specifications and bid items.

2.8 Jurisdictional Agency Meetings

The Design Professional shall attend up to 20 meetings with various agencies requiring coordination for this PROJECT. These may include, but are not limited to Caltrans, MTS, County of San Diego, City of Chula Vista, SDCWA, SDG&E, Sweetwater Water Authority, and various franchise utilities.

2.9 Real Estate Meetings

The Design Professional shall attend up to three (3) meetings with the City Real Estate Officer to discuss the proposed Easements at BDR phase, 30% Design, and at 60% Design.

2.10 Basis of Design, 30% Design, or 60% Design Presentation (assume 9 meetings)

Public Presentations shall be made to introduce the PROJECT to the public. Feedback from public presentations shall be incorporated into the final conceptual layout. The public presentations shall be an opportunity for the PROJECT team to learn and understand the public's issues concerning the PROJECT. Based on the input from the stakeholders received at the presentations and comments from the community, to be included in the Basis of Design Report. The Design Professional will be responsible for preparation of presentation materials including presentation boards, fact sheets and displays.

3.0 INVESTIGATIONS

3.1 Survey Services

Provide aerial and field surveying for the adopted alignment for the Otay 2nd Pipeline Phase 3 Project in accordance with the City of San Diego Standards and Requirements, Greenbook and Whitebook.

1. The corridor will be flown and photographed to provide a 1"= 40' scale, 1' contour base map per photogrammetric methods. The limits of the aerial mapping will include a corridor encompassing all alternative alignments and the Sweetwater Authority Main extension.
2. The aerial photography will be controlled by establishing twenty-one survey pre-marked

targets established along the corridor. The survey targets will be surveyed in the proper horizontal and vertical control per City of San Diego Standards.

3. The aerial topographic survey work and base survey maps will be provided in MicroStation and in accordance with all City standards and requirements.
4. Supplemental field surveys for the preferred alignment will be performed to capture the visible existing utilities along the corridor (manholes, valves, inlets, pedestals, street lights, etc.). This will include measuring the depth and approximate direction of the sewer and storm drain systems.
5. Field survey for the preferred alignment any found monuments to establish right-of-ways and parcel boundaries. Establish right-of- ways and parcel boundaries from found monuments and plot all easements from preliminary title reports in the right-of-way drawing.

3.2 Perform as-built research and obtain all additional as-builts that have not been provided by the City.

3.3 Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets. As part of the various design phase efforts, the Design Professional shall oversee conflict coordination with the various utility companies and maintain a log of the utility companies' review comments.

3.4 Conduct site verification of utilities and identify those that require potholing (14 visits total).

3.5 Geotechnical (Open Trench)

Assume 9 borings each at approximately 15 feet deep. This work will include separate geotechnical reports for the open cut sections of piping and any trenchless crossings. Services to be provided through design phase only.

The purpose of the geotechnical investigation for the proposed open-trench (cut- and-cover) reaches of the Otay 2nd Pipeline Phase 3 PROJECT will be to evaluate the geotechnical conditions along the preferred pipeline alignment and provide geotechnical recommendations relative to the design and construction of the proposed water pipeline. The scope of services includes the following and will likely be modified based on additional site evaluation and PROJECT information:

1. Research and review of geotechnical maps and literature pertaining to the site and vicinity including the previous geotechnical report for the PROJECT and geotechnical reports for nearby structures and improvements.
2. Research and review of historic aerial photographs and topographic maps of the area.
3. Research and review of Basis of PROJECT plans indicating the proposed location and depths of the proposed pipeline.
4. Field reconnaissance to observe the existing surficial soil conditions along the alignment and to mark out proposed exploratory boring locations.
5. Communications with Underground Services Alert agency representatives to check that the proposed subsurface investigation will not affect known buried utilities.
6. Traffic control plan preparation and processing for the borings in the streets of the County of San Diego and City of Chula Vista. Appropriate signage will be provided during field drilling activities.
7. Preparation and processing of County of San Diego Department of Environmental Health exploratory boring permits. (Boring permits require driller, geologist/engineer, and each property owners' signatures and a minimum of two weeks processing time after submitting the application to the County.)
8. Investigation of the subsurface soil conditions by drilling, logging and sampling approximately 9 exploratory borings along the proposed cut-and-cover reaches of the pipeline alignment. The borings will be attempted with a truck-mounted, small-diameter, hollow-stem auger drill rig to a maximum depth of approximately 15 feet below existing grade (target depths are dependent on proposed depth of pipeline at boring locations). An air-rotary/air-percussion drill rig may be substituted if difficult drilling conditions result in effective refusal of auger advancement. Boring termination before target exploration depths is a possibility. Standard penetration tests and California modified split-spoon sampling will be performed in the boreholes, as practicable. Bulk samples of the soils encountered will be obtained. The depth to groundwater at the time of drilling will be noted. Subsequent to logging and sampling, the exploratory borings will be backfilled in accordance with County of San Diego Department of Environmental Health guidelines and pavement areas patched with dark gray-black concrete or per County requirements.

- a. Geotechnical laboratory testing of the soils samples obtained: Laboratory tests are anticipated to include, at a minimum, grain-size classification, expansion index, moisture/density, maximum dry density/optimum moisture content, direct shear (remolded), pH, resistivity, and soluble sulfate and chloride content tests. Groundwater sampling or testing is not included.
- b. Geotechnical analysis of the data obtained.
- c. Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed open-trench pipeline reaches. The report will address the geotechnical factors affecting the proposed new construction and will include recommendations for design, soil-bearing pressure, current seismic codes, trench backfill and other design/construction considerations. Deliverable: the Design Professional shall provide the Geotechnical Report to the City for review.

3.6 Potholing

Thirty (30) potholes are included. Location and depth of potholes will be determined during the design phase. The Design Professional shall obtain all necessary encroachment permits for subsurface investigations. Services to be provided through design phase only. City will assist in obtaining permissions from Property Owners if necessary to perform field activities outside of City easements or public right-of-way. Deliverable: the Design Professional shall provide the Potholing Report to the City for review.

3.7 Environmental

The City proposes to certify this project through California Environmental Quality Act (CEQA) with an Exemption. If the Exemption is determined not to be feasible then the final Initial Study Checklist, Notice of Exemption (NOE), Negative Declaration (ND), or Mitigated Negative Declaration (MND), to fulfill the requirements of the California Environmental Quality Act (CEQA), may be prepared by the City or County of San Diego for the consultant's review as an additional Scope item. Alternatively, the MND may prepared by the consultant as an additional Scope item. Environmental services are to be provided through design phase only.

1. Review the Exemption prepared by the City (The consultant assumes 2 hours).
2. Prepare Plans required for 511 package submittal and coordinate with City of San Diego for

geotechnical and potholing activities. The initial studies (Biological Survey and Archeological / Paleological Study) and mapping required for the 511 package will be provided if approved as Additional Services. City will be responsible for submitting and processing the 511 package with DSD.

3.8 Corrosion

Determine the corrosivity of the existing soils to assist with selecting the best corrosion protection for the steel piping for the PROJECT. A coatings review will be provided to analyze different coating options. Corrosion services to be provided through design and construction. The following tasks shall be performed:

1. Document Review.
2. Review of Basis of design plans and specifications for the PROJECT pipeline and associated appurtenances.
3. Soil Resistivity Testing and Field Investigation.
4. Measure soil resistivity using the Wenner Four Electrode Method at the proposed piping location. Locations tested will be dependent on accessibility along the proposed alignment. Perform a visual inspection along the alignment for potential sources of stray current. These tasks will be performed during site visits.
5. Soil Analysis & Letter Report.
6. Review the soil sample reports. The report is expected to include as-received and saturated resistivities and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil. Prepare a letter report with the results of the soil resistivity testing, chemical analysis and recommendations for corrosion control.
7. Coatings Review.
8. Review coatings options and provide recommendations to be incorporated into the BDR.

3.9 Document Review

Review documents prepared by others, including Caltrans geotechnical data, MTS plans if applicable, County of San Diego plans and Atlas Maps, Sweetwater WD plans and Atlas Maps,

planning report, various City Record Drawings and design standards, and SDCWA plans.

4.0 EASEMENT ACQUISITION AND SUPPORT

This task involves supporting the City's property acquisition process. The fee included in this task assumes the Otay 2nd pipeline will be constructed in public ROW and easements are only required for the Sweetwater Main extension. Fee for Otay 2nd pipe easements are included in Additional Services.

- 4.1** Prepare Draft Easement Exhibits for initial review by property owners. It is assumed City will forward Easement Exhibit of proposed easements to affected property owners with a notification letter. A 30 day review period is assumed. City and PIO will respond to questions during the review period.
 - 4.1.1 Incorporate alignment updates per property owners review in the Final BDR or in 30% Design, based on when property owner's feedback is obtained.
 - 4.1.2 Maintain log of correspondence with property owners.
- 4.2** SWA Extension Pipeline: For each property where an easement is required prepare and submit with the 30 Percent deliverable a Private Easement Acquisition Package. The package shall include the following:
 - 4.2.1 Deeds / Title Reports,
 - 4.2.2 Legal Descriptions,
 - 4.2.3 As-builts, and
 - 4.2.4 Assessor's Plats (labeled with Assessor Number, Address, and Property Owner's Name).
- 4.3** SWA Extension Pipeline: Submit with 60% design, Plat maps and Legal Descriptions for permanent and temporary construction easements required for the project.
- 4.4** Submit Encroachment Permit and Easement Permissions Package for SWA Extension Pipe at 100% Design.
- 4.5** Provide support to the City Real Estate Department to obtain easement permissions for the Project.

5.0 PERMITTING

This task involves obtaining permits from various agencies and written permission to work in easements involved with the construction of the pipeline. The Design Professional shall provide materials necessary for permit submittal packages, arrange meetings, and coordinate correspondence necessary for obtaining the permits and permissions listed above. The Design Professional shall maintain an Agency Permit and private property easement permission Log throughout the duration of the PROJECT. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential PROJECT delays. This log shall contain submittal dates, meeting dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence. These may include:

- 5.1 Sweetwater WD Encroachment Permit,
- 5.2 County of San Diego Encroachment Permit,
- 5.3 City of Chula Vista Encroachment Permit,
- 5.4 Cal Trans or County Permits for geotechnical borings, tunnel construction and for additional survey work,
- 5.5 Coordinate with County of San Diego and private property owners to obtain written permission to work in easements.
- 5.6 At 60% design submit (7 sets) Site Development Permit Package. Submittal requirements per County of San Diego. Anticipated technical studies include Geotechnical Study, Water Quality Technical Report and Drainage Study, Noise Study Report, Biology Survey and Archaeological / Paleontological Record Search (if prepared by Design Professional). Design Professional shall assume two (2) re-submittals.
- 5.7 At 60% (or as early as 30% when the alignment is determined) design submit for State Water Resources Control Board Division of Drinking Water (DDW) review. Submit subsequent plans to DDW as necessary in order to obtain written approval.

6.0 BASIS OF DESIGN REPORT (BDR)

A PROJECT Planning package titled, *Otay 2nd Pipeline Steel Replacement – Phase 3 Planning Study* dated March 2014 (514 pages) was prepared for the PROJECT. The Planning package contains Basis of alignments and it shall be used as guidance for the Design Professional in developing the design and identifying all the studies needed for the design. The BDR will evaluate alternatives for the alignment

in private property easements such as maintaining the existing easement as compared to trenchless technology in the easements or rerouting the pipeline to Willow Street or Alameda/Valley/Sweetwater, evaluation of alternatives for the location, coating/lining alternatives, and valve types. The BDR shall cover the following topics:

- 1) Utility Research,
- 2) Pipeline Design Criteria and Standards,
- 3) Pipeline Material Evaluation,
- 4) Landscape Regulations,
- 5) ADA Standards,
- 6) Otay 2nd Pipeline Alternatives Alignment Analysis,
 - a) Alternate 1 – Existing Easement and in Public ROW (Alameda, Valley, & Sweetwater),
 - b) Alternate 2 – Existing Easement with all Open Trench,
 - c) Alternate 3 – Existing Easement with Open Trench and Trenchless Construction,
- 7) Alternatives Analysis and Evaluation,
- 8) Evaluation Criteria and Definitions,
 - a) Easements and Right-of-Way,
 - b) Existing Utilities Conflicts,
 - c) Traffic and Community Disruption (Schools, Police, Fire, etc.),
 - d) Environmental Impacts,
 - e) Permitting Requirements,
 - f) Pipe Construction Methods / Constructability,
 - g) Maintenance Access,
 - h) Construction Costs,
 - i) Schedule,
- 9) Scoring of Alternatives,
- 10) Trenchless Construction Evaluation,
- 11) Geotechnical Considerations,
- 12) Preferred Otay 2nd Pipe Alignment,
- 13) Preferred Alignment Recommendation,
 - a) Easement Requirements and Preliminary Exhibits,
 - b) Utility Potholing,

- c) Community Outreach Plan,
- d) Geotechnical Investigation Plan,
- e) Traffic Control,
- f) Landscape Plan,
- g) ADA Improvements,
- h) Agency and Permit Requirements,
- 14) Sweetwater Authority Pipe Alignment,
- 15) Construction Schedule, and
- 16) Preliminary Construction Cost Estimate.

6.1 BDR DELIVERABLES

- 6.1.1 Draft BDR with alternative evaluation matrix and Preliminary Easement Exhibits,
- 6.1.2 Basis of Cost Opinion,
- 6.1.3 Basis of Design Calculations, and
- 6.1.4 Recommended Alternatives.

7.0 30% DESIGN

All design submittals shall be in accordance with City of San Diego Public Works Engineering Documents & References located at: <http://www.sandiego.gov/publicworks/edocref/index.shtml>. They shall also be in accordance with the current Greenbook, California MUTCD, County of San Diego Standards (where required), Sweetwater Water District Standards (where required), and any other applicable and accepted codes used in the County of San Diego. If a standard changes prior to Final Design, the Design Professional shall update the plans and specifications to the current standard, unless the City or other responsible agency determines the change is not significant. Design Checklist and Reference Standards are listed in Attachment 1 and 2 of this Exhibit A.

The Design Professional will provide quality assurance and quality control (QA/QC) reviews throughout the course of the project consistent with the Design Professional's policies as outlined in QA/QC & Quality Management Manual. As part of QA/QC efforts all notes and design calculations, along with design drawings and specifications will be reviewed by an appropriate reviewer independent of the project design team. Specific QA/QC efforts on this project will include:

- Development of a Project Review Work Plan, which defines the project approach and provides a basis for QA/QC and technical reviews.
- Conformance to the City's drafting and design standards, guide specifications and standard details.
- Constructability review at the 90% design stage.
- Review of all notes and design calculations by appropriate reviewers independent of the project design team prior to each design submittal.
- All work product deliverables, including detailed checking of work by in-house staff and subconsultants will be reviewed prior to submittal to the City. Technical reviews will include reviews for code compliance/safety, operability, constructability, bid- ability, errors/omissions and clarity.

7.1 Construction Cost Estimate

The Design Professional shall prepare construction cost estimates per the latest Master Bid List, which will be provided by the City. Detailed construction cost estimates shall be prepared and submitted with the 30%, 60%, 100%, and Final Design submittals.

7.2 Thirty Percent (30%) Design Submittal

The Design Professional shall submit 30% level design drawings and the Basis of Design Report for City and County review and approval. The 30% Design will, at a minimum, fulfill the requirements of all applicable design and drafting checklists for water and right-of-way design in the City of San Diego, County of San Diego, and Sweetwater Authority. The following sheets are anticipated:

1. Title Sheet,
2. Key Map,
3. Notes and Legends,
4. Demolition and Easement Plan (3 sheets),
 - a. Show location of proposed easements. Minimal demolition information,
5. Plan and profile sheets (9 sheets),

- a. Show existing conditions, pipeline in plan view and Station the pipeline,
 - b. Detail of maintenance access road and entry locations in easements. Show in plan view only. Street cross section,
6. Jacking and receiving pit plans if authorized from Additional Services (2 sheets),
 7. Sweetwater Authority Relocation (2 sheets),
 8. Pedestrian Ramp Replacement Plans (4 sheets) Deliverables,
 9. (8 sets) - Full Sized Plans,
 10. (7 sets) - Half Sized Plans (Includes Environmental Public Projects Assessment package first submittal to County),
 11. PDF Design Drawings,
 12. MicroStation files,
 13. Outline Specifications,
 14. Basis of Construction Estimate and Bid List,
 15. (5 sets) Environmental Public Projects Assessment package ready for submittal to County. The package is to be prepared per submittal requirements of the County of San Diego. Design Professional shall assume 2 re-submittals (If authorized from Additional Services as this submittal is not anticipated for this project),
 16. Completed Design Technical Studies,
 - a. Geotechnical Report,
 - b. Soil Corrosivity and Corrosion Risk Analysis,
 - c. Complete Biological / Survey Report (Letter report to be provided by City or County of San Diego. Design Professional may be required to prepare full Biological Technical Report if there are impacts to biological resources) (if authorized from Additional Services),

- d. Archaeological / Paleontological Record Search (if authorized by the City from Additional Services), and
- e. Water Quality Study (including drainage study) or Water Quality Technical report if needed. This is assumed to not be required for this project, however can be added if authorized by the City from Additional Services.

8.0 SIXTY PERCENT (60%) DESIGN SUBMITTAL

The Design Professional shall advance the 30% Design to 60% Design level. Design Professional shall incorporate agreed-upon City comments from the 30% Submittal review. Technical specifications at 60% level along with the 60% Design drawings shall be prepared and submitted by the Design Professional. The City will provide comments on the 60% Design submittal to be incorporated in the next design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

8.1 60 Percent Design Drawings: The following sheets are anticipated:

- 1. Title Sheet,
- 2. Key Map,
- 3. Notes and Legends,
- 4. Demolition, Abandonment, and Easement Plan (3 sheets),
 - a. Proposed easements or easement abandonments,
 - b. Show limits of demolition and abandonment along alignment,
- 5. Plan and profile sheets (9 sheets),
 - a. Show the pipeline and appurtenances in plan and profile view,
 - b. Label crossings or trenchless technology,
 - c. Show stationing in plan view,
 - d. Maintenance access road plan and easement entry points. Show plan view with street cross section,
 - e. Basis of vertical alignment,

6. Tunneling sheet (6 sheets if authorized from Additional Services),
 - a. Locations of pits with pit sizes,
 - b. Section and detail of tunnel,
 - c. Profile of pipeline,
 - d. Geotechnical instrumentation monitoring plan and details,
7. Sweetwater Authority Relocation (2 sheets),
 - a. Location of existing and proposed relocation,
 - b. Location of known services,
 - c. Other information as required by Sweetwater Water District,
8. Details (2 sheets) - Steel pipe details (Joints, collar plates, etc.),
9. Details (3 sheets),
 - a. Connection details,
 - b. Valves with bypasses,
 - c. Details of each valve and connection,
10. Details (2 sheets) - Miscellaneous information,
11. Details – Pedestrian Ramps (6 sheets),
 - a. Map showing curb ramp locations adjacent to construction limits,
 - b. Details of each ramp with new ramp type and modifications as required per City's ADA staff or County of San Diego,
12. Mitigation measures if needed (2 sheets) - Information as required,
13. Street resurfacing (3 sheets Fee in Task 14) - Show limits of pavement repairs,
14. Survey Monument Sheet,
15. Street striping (3 sheets Fee in Task 14,

- a. Signal Modification is not included. It is assumed it will not be required or will be prepared by the City if necessary,
- 16. Landscape/Irrigation Plans (if authorized from Additional Services),
- 17. Corrosion Plans (3 sheets, Fee in Task 15),
- 18. Traffic Control Plans (20 sheets, Fee in Task 14),
- 19. 60 Percent Design Deliverables:
 - a. (6 sets) - Full Sized Plans Excluding Traffic Control,
 - b. (9 sets) - Half Sized Plans Excluding Traffic Control (Includes 7 sets for the Site Development Permit package submitted to the County of San Diego),
 - c. (2 sets) – Full Sized Traffic Plans,
 - d. (4 sets) – Half Sized Traffic Plans, and
 - e. PDF Design Drawings (All Plan Sheets).
- 8.2** Specifications markup in Word with tracked changes. (Greenbook based boiler plate Specification boiler plate markups for submittal of first master to be approved by City Staff; format to be per Greenbook).
- 8.3** Written responses to the City's 30% Design review comments on form provided by the City.
- 8.4** Various Permit Submittal Packages (Fee included in Task 5):
 - 1. Sweetwater WD Encroachment Permit,
 - 2. County of San Diego Encroachment Permit,
 - 3. Chula Vista Encroachment Permit (if needed),
 - 4. Cal Trans Encroachment Permit (if needed), and
 - 5. Written permissions from property owners coordinated with County to work in private property easements.
- 8.5** Basis of Construction Estimate and Bid List.

8.6 (7 sets) Site Development Permit (SDP) Package. Submittal requirements per County of San Diego. Design Professional shall assume two (2) re-submittals. Anticipated technical studies include:

1. Geotechnical Study,
2. Water Quality Technical Report and Drainage Study. This is assumed to not be required for this project, however can be added if authorized by the City from Additional Services, and
3. Noise Study Report, BioloSurvey and Archaeological / Paleontological Record Search (if approved in Additional Services).

8.7 California Department of Drinking Water. Submit plans to CDPH for Basis of review and incorporate comments.

9.0 ONE HUNDRED PERCENT (100%) DESIGN SUBMITTAL

Design Professional shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes, and all aspects are considered at 100% Design. The 100% Design will also have fulfilled all design requirements and standards as specified by Public Utilities Department and Public Works Department and any other agencies involved in this PROJECT. Design Professional shall incorporate agreed upon City comments from the 60% Submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

9.1 100% DESIGN SUBMITTAL (Approximately 72 sheets)

The same construction sheets shown in the 60% submittal will be provided with full design information necessary for a final submittal.

Deliverables:

1. (41 sets) – Full Sized Plans Excluding Traffic Control,
2. (6 sets) Half Sized Plans Excluding Traffic Control,
3. (11 sets) – Full Sized Traffic Plans,
4. (7 sets) – Half Sized Traffic Plans, and
5. PDF Design Drawings (All Plan Sheets).

9.2 (14 copies) – Specification Master Markups in Word with tracked changes using the City’s latest boiler plate and master bid list, which shall have all applicable sections, appendix information, and updated construction estimate attached.

9.3 Written responses to the City’s 60% Design review comments.

9.4 (4 copies) – Engineer’s Construction Cost Estimate and Bid List.

10.0 **FINAL DESIGN SUBMITTAL**

Design is fully complete in all aspects and considered at final design and bid-ready. Design Professional shall incorporate City and other agency review comments from the 100% Submittal. The Design Professional shall submit the Final Design and Specifications for cursory review. All Design Professional’s in-house review comments and all City and other agency review comments are addressed and all disagreements and open issues are resolved prior to submittal of these documents to the City Project Manager.

10.1 FINAL DESIGN DELIVERABLES (Approximately 72 sheets) The same construction sheets shown in the 100% submittal will be provided with full design information necessary for a final submittal

1. 10 copies of the Final Design and Specifications. One (1) set of reproducible Mylar drawings and one (1) electronic media in MicroStation format in accordance with the CADD Guidelines. All the information necessary for a complete construction bid package per County and City requirements.

10.2 Final Specifications shall be provided on Microsoft Word files with hard copy delivered.

10.3 Final Construction Estimate and Bid List.

10.4 A suggested sequence of work incorporating the acquisition of all permits, easement permissions, moratoriums, PROJECT coordination issues, and phasing requirements demonstrating the construction completion by allowed working days in the contract.

11.0 **PUBLIC RELATIONS**

The Otay 2nd Pipeline Phase 3 PROJECT will require constant coordination with the community as well as the County of San Diego, private property owners, and business groups throughout the PROJECT. Other community groups may be identified during the design process that will require coordination by the Design Professional. The Design Professional shall have a Public Information Officer (PIO) dedicated to

the PROJECT from design commencement to the start of construction. The consultant's PIO shall centralize all 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 all the necessary and requested meetings with the community and County Board of Supervisors as requested to discuss PROJECT-related issues. The Design Professional will attend all Community presentations with the PIO and City Project Manager. The PIO will provide all meeting documents, presentations, handouts, and collateral. The PIO will work closely with the Project Manager to schedule meetings, appointments, and presentations. The PIO will coordinate all draft written responses to the community with City or County staff prior to sending formal responses. The PIO will be responsible for handling all PROJECT-related phone calls regarding the PROJECT and will coordinate with the City or County staff as needed to provide the most accurate response. The PIO shall prepare City or County-approved hand-outs and displays for the community presentations as-needed. The PIO shall document all community coordination and correspondence and keep the Project Manager abreast of community concerns.

Services to be provided through the start of construction

11.1 Outreach Development

An outreach kick-off meeting will be held to ensure a common understanding of outreach needs and goals. The Design Professional shall then work with City staff and the PIO to develop a draft key stakeholders list for City review and approval.

11.2 Community Outreach Plan

A Community Outreach Plan shall begin once the key stakeholders list has been approved by the City. The Community Outreach Plan shall include a timeline for community relations implementation, showing the following types of outreach milestones.

1. Due dates for draft collateral deliverables, along with completion deadlines for City reviews and due dates for revised / final collateral deliverables.
2. Dates public notices must be distributed, and signage posted.
3. Timing of web page updates and any other online and print press releases.
4. Timing of public meetings and associated preparation activities, including provision for Basis of Design Report, 30%, 60%, and 100% Design meetings with community planning groups, boards, committees and other key PROJECT stakeholders.

5. The Community Outreach Plan shall clearly identify roles and responsibilities for outreach implementation, as well as, points of contact and lines of communication. The Community Outreach Plan shall focus on outreach to planning groups, the community, businesses, and other key stakeholders along the PROJECT alignment. The key stakeholders list with contact information shall be included as an appendix to the Community Outreach Plan.

11.3 Basis of Design, 30%, 60%, and 100% Design Presentation Letter

The City anticipates two (2) rounds of community meetings at Basis of Design, 30% Design, or 60% Design and again at 100% Design. The PIO will mail a letter describing the PROJECT scope, schedule, budget, benefits, and a summary of the anticipated impact. The letter will ask the community planning groups, boards, committees and other key PROJECT stakeholders asking them if they would like a PROJECT presentation.

11.4 Community Outreach Meetings (9 Meetings, Fee in Task 2).

11.5 Follow-up Letter.

The PIO will mail a follow-up letter to the community planning groups, boards, committees, and other PROJECT stakeholders asking them if they would like an additional presentation at 100% Design.

11.6 Letter to the Community

During design, a minimum of one letter describing the PROJECT scope, schedule, budget, benefits, and a summary of the anticipated impacts is to be mailed to all property owners and residents within 300 feet of the PROJECT. The stage of design and number of mailings will be determined in the Community Outreach Plan.

11.7 100% Design Presentation (assume 5 meetings)

Public Presentations shall be made to close the loop with the stakeholders and show how their concerns were incorporated into the final design. The public presentations shall also be a final opportunity for the public to voice any issues or concerns. The PIO will be responsible for all presentation collateral including fact sheets and displays.

11.8 Outreach Documentation

The PIO shall document all community coordination and correspondence. The PIO shall keep a log of community meeting stakeholders, dates and times, community questions, and answers that were provided. The PIO shall document when a stakeholder declines a meeting or presentation. The PIO shall also keep a log of all correspondence including letters, e-mails and phone correspondences. The PIO shall track the correspondence by stakeholder and keep record of mailings that are returned. The log shall be provided to the Project Manager monthly, or as needed.

12.0 BID AND AWARD – PHASE B

The Design Professional shall 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 Otay 2nd Pipeline Phase 3 PROJECT. The bid and award phase is estimated to last approximately six (6) months.

12.1 The Design Professional shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.

12.2 Questions (assume 10) and responses shall be routed through the City's Contracts Division. Refer any questions directly from plan holders to the City's Public Works Contracts Division (Public Works Department).

12.3 Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda (assume 4). If the City elects to create the addenda, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda.

13.0 CONSTRUCTION - PHASE C

The Design Professional shall provide technical support to the Construction Manager (City) during the construction phase of the PROJECT, as described in tasks herein. The construction phase is estimated to last 12 to 24 months.

13.1 Pre-Pre-Construction Meeting

The Design Professional shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre- Construction Meeting.

13.2 Pre-Construction Meeting

The Design Professional's Project Manager shall attend and participate in the pre-construction conference including a PROJECT site visit.

13.3 Construction Progress Meetings

The Design Professional shall attend all Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 24 meetings over a 12 month construction period).

13.4 Contractor Submittals Review

1. The Design Professional shall review the Contractor's submittals (assume 30) for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Professional will review all submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff.
2. The Design Professional shall review and evaluate Requests for Substitution, including or equal submissions on shop drawings. The Design Professional shall provide a written approval or disapproval for a substitution request.

13.5 Requests for Information /Clarification

The Design Professional shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor (assume 30RFI/RFCs).

13.6 Change Order Preparation Assistance

The Design Professional may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders (assume 5).

13.7 As-Built Drawings

The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create

the As-built Drawings. The Design Professional shall follow City and County standards for As-built Mylar Drawings.

14.0 TRAFFIC ENGINEERING

Provide traffic control plans and striping plans for the entire pipeline alignment and geotechnical borings in Caltrans right of way. Tasks include: Services to be provided through design phase only:

- 14.1 Assemble existing traffic volume data for the pipeline routes. If needed, collect up to ten (5) twenty-four (24) hour traffic counts on the roadways impacted by the project. Support CEQA process by assessing impacts causing delays to auto, pedestrian and bicyclist. Identify anticipated delays on the impacted roadways including recommended detours.
- 14.2 Meet with the City of San Diego, County of San Diego, and City of Chula Vista to discuss Traffic Control requirements.
- 14.3 Meet with the County of San Diego and Caltrans to discuss the PROJECT and Traffic Control requirements for the PROJECT.
- 14.4 Prepare Traffic Control Plans for the agreed-upon pipeline alignment. A total of twenty-five (20) Traffic Control Plan Sheets are proposed including title sheet, detail sheet and notes.
- 14.5 Prepare Striping Plans to restripe the following roadways as defined by the County of San Diego or Cal Trans. A total of three (3) Striping Plan sheets with two (2) strips per sheet are proposed.
- 14.6 Prepare Cost Estimates and Special Provisions for Traffic Control and Traffic Improvements.

15.0 CORROSION ENGINEERING

Design a cathodic protection system for the piping and associated appurtenances. Review 30% submittal and submit cathodic protection specification and drawings page numbers and titles. Prepare 60% cathodic protection drawings and technical specifications. Drawings will be prepared in MicroStation format. Incorporate client/ owner comments and provide a draft 100% submittal followed by the final 100% drawings and specifications submittal. Prepare an opinion of probable cost for the construction of the cathodic protection system. Services to be provided through construction.

16.0 REIMBURSABLE EXPENSES

Reimbursable Expenses shall include blueprinting, electrostatic plotting, photo work, and miscellaneous reproduction costs, deliveries/courier, and mileage.

17.0 ADDITIONAL SERVICES

Additional Services is a fund for services which may be required for completion of the project but which, due to lack of firm definition of scope and limits at the present time, cannot be identified with precision. Because of the need for these Additional Services is not absolutely established, such Additional Services shall not be undertaken by the Design Professional without specific definition and written authorization from the City. The need for such services beyond the required scope of work described above in this contract may arise from construction design changes.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Task Description	Principal	Project Manager	Senior Engineer	Project Engineer	Drafter	Project Coordinator	Project Accountant	Labor Hours	Labor Fee	Kleinfaktor	Berggren	Darnell	Salazar	Yeager	Garbini & Garbini	CPM	USI	Ross	IAC	Pelger	Total Fee	
Hourly Rates	\$250	\$230	\$205	\$186	\$130	\$110	\$115															
Task 18 - Reimbursable Expenses																						
18.1 - Reproduction								0	\$0												\$2,000	
18.2 - Mileage								0	\$0												\$3,000	
18.3 - Deliveries/Courier								0	\$0												\$2,000	
Subtotal Task 18																					\$7,000	
Total Scope of Services	Subtotal Tasks 1 to 16	130	604	1,334	899	1,182	222	72	4,443	790,223	114,360	88,100	62,085	22,000	23,000	10,700	32,000	50,000	67,450	16,000	0	1,269,888
		3%	14%	30%	20%	27%	6%	2%														
Task 17 - Additional Services																						\$400,000
Total Contract Value	Subtotal Tasks 1 to 17	130	604	1,334	899	1,182	222	72	4,443	790,223	114,360	88,100	62,085	22,000	23,000	10,700	32,000	50,000	67,450	16,000	0	1,669,888
										48.0%	6.9%	5.2%	3.1%	1.3%	1.4%	0.6%	1.9%	3.0%	3.5%	0.9%	0.0%	100%

TIME SCHEDULE

Time Schedule

Preliminary Design Phase - 6 Months

- Survey and Investigations – 6 Weeks
- Evaluation and BDR – 8 Weeks
- Public Review of Easements – 4 Weeks
- City Review – 4 Weeks

Design Phase – 18 Months

- 30% Design – 10 Weeks
- 30% Design City Review – 5 Weeks
- 60% Design – 14 Weeks
- 60% Design City Review – 5 Weeks
- 100% Design – 12 Weeks
 - City of San Diego City Wide Plan Check – 10 Weeks
- Final Design – 13 Weeks

Land Acquisition – 12 Months

Bid & Award Phase – 6 Months

- Bid – 8 Weeks
- Award – 16 Weeks

Construction Phase – 24 Months

Post Construction/As-Built Phase – 6 Months

Note: All work must be completed as defined in Section 2.1 of the Agreement.
Preliminary Design phase starts after NTP is issued and the listed activities are not concurrent, except Land Acquisition.

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.

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.

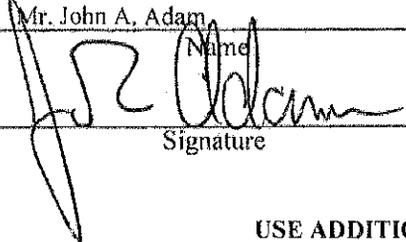
CHECK ONE BOX ONLY.

- 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:

Design	DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
PLEASE VIEW EXHIBIT AA-1 – LITIGATION HISTORY (CONFIDENTIAL)						

Professional Name Gannett Fleming, Inc.

Certified By Mr. John A. Adam Title Vice President Water Business Line

 Name
Signature

Date 3/26/19

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor

Consultant Grant Recipient Insurance Company Other

Name of Company: Gannett Fleming, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 207 Senate Avenue

City: Camp Hill County: _____ State: PA Zip: 17011

Telephone Number: 717-763-7211 Fax Number: _____

Name of Company CEO: Robert M. Scaer

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

Address: 570 Rancheros Drive, Suite 200

City: San Marcos County: San Diego State: CA Zip: 92069

Telephone Number: 760-891-4180 Fax Number: 760-798-0699 Email: jaadam@gfnet.com

Type of Business: Engineering Consultants Type of License: CA Professional Engineering

The Company has appointed: Mr. John A. Adam

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: 570 Rancheros Drive, Suite 200 San Marcos, CA 92069

Telephone Number: (760)891-4188 Fax Number: (760) 798-0699 Email: jaadam@gfnet.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Gannett Fleming, Inc.
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 6th day of FEBRUARY, 2019.

John A. Adam
(Authorized Signature)

Mr. John A. Adam, Vice President Water Business Line
(Print Authorized Signature Name)

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

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

**Architecture & Engineering, Science,
Computer**

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment
Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Berggren Land Surveying & Mapping, Inc. DBA Berggren & Associates 6046 Cornerstone Court West, Suite 116 San Diego, CA 92121	Easements	6.7%	ELBE DBE	City of San Diego, California Department of General Services
CPM Construction Inc. 20255 Edgemont Place Walnut, CA 91789	Cost Estimating	1.9%	MBE	City of Los Angeles
Darnell & Associates 4411 Mercury Street, Suite 207A San Diego, CA. 92111	Traffic Control	3.1%	ELBE	City of San Diego
Garbini & Garbini Landscape Architecture, Inc. 715 J Street, Suite 307 San Diego, CA 92101	Landscape Architecture	4.0%	ELBE DBE/WBE	City of San Diego, CALTRANS
Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	Trenchless Construction, Environmental, Geotechnical Investigations, Structural Engineering	23.0%	OBE	NA
Matt Pegler 5939 Pleasant Valley Road El Dorado, CA 95623	UAV Survey	0.3%	OBE	NA
RF Yeager Engineering, Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Corrosion Control	1.4%	SLBE DVBE/SBE	City of San Diego, California Department of General Services
Ross Engineering Group Inc.REG 2254 Moore Street, Suite 100 San Diego, CA 92110	Pipeline Design	3.5%	ELBE	City of San Diego

ATTACHMENT CC

Underground Solutions, Inc. 120 N. Andreasen Drive Escondido, CA 92029	Utility Potholing	3.0%	OBE	NA
Vic Salazar Communications 5205 Kearny Villa Way, Suite 107 San Diego, CA 92123	Public Information	1.3%	ELBE MBE DBE	City of San Diego, City of San Diego, Supplier Clearinghouse, Cal-Trans
IAC 17420 Plaza Sonrisada San Diego, CA 92128	Quality Assurance/Quality Control	0.9%	SLBE	City of San Diego

List of Abbreviations:

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

* Listed for informational purposes only.

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego Public Works Department
- 2. Name of Specific Consultant & Company: Gannett Fleming, Inc.
- 3. Address, City, State, ZIP: 570 Rancheros Drive, Suite 200 San Marcos, CA 92069
- 4. Project Title (as shown on 1472, "Request for Council Action"): Contract Number: H187019
Design of Otay 2"d Water Transmission Pipeline Phase 3 Replacement
- 5. Consultant Duties for Project: Civil Engineering Services

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

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

- or -

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

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

- or -

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

By: ELIF CETIN DEPUTY DIRECTOR 5/21/19
[Name/Title]* [Date]
Elif Cetin

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

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

Section I PROJECT INFORMATION

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

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

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

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement

B. BIDDER PROPOSER INFORMATION

Gannett Fleming, Inc.			
Legal Name	570 Rancheros Drive, Suite 200		DBA San Marcos, CA 92069
Street Address	City	State	Zip
Mr. John A. Adam -Vice President	Water Business Line	619-993-2489	760-798-0699
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or

- directing or supervising the actions of persons engaged in the above activity.

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

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

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

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

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

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

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

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If Yes, use Attachment "A" to list all prior legal and DEA 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: 10/13/1989 State of incorporation: Delaware

List corporation's current officers:

President: Paul D. Nowicki

Vice Pres.: John A. Derr

Secretary: Arthur G. Hoffmann Jr.

Treasurer: Jon H. Kessler

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company

Date formed: / / State of formation:

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

Partnership

Date formed: ___ / ___ / ___

State of formation: _____

List names of all firm partners:

Sole Proprietorship

Date started: ___ / ___ / ___

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

Joint Venture

Date formed: ___ / ___ / ___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

- Yes No

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

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

- Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: PNC Bank

Point of Contact: Confirmation.com (Contact via Website)

Address: 4242 Carlisle Pike Camp Hill, PA 17011

Phone Number: n/a

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: City of San Diego, Public Works Department

Contact Name and Phone Number: Mr. Rex Narvaez 619-533-5127

Contact Email: rnarvaez@sandiego.gov

Address: 1010 Second Avenue, Suite 1400 San Diego, CA 92101

Contract Date: 11/15/2016 - In Progress

Contract Amount: \$ 4,019,358

Requirements of Contract: Prime Firm for engineering management, design and construction support services for the \$25.6M Alvarado Trunk Sewer Project

Company Name: AECOM/City of San Diego

Contact Name and Phone Number: Mr. Joe Long 714-352-1528

Contact Email: joseph.long@aecom.com

Address: 401 West A Street, Suite 1200 San Diego, CA 92101

Contract Date: November 22, 2018 - In Progress

Contract Amount: \$ 3,042,342

Requirements of Contract: Responsible for the design of wastewater structures including pipelines, force main and pump station for the \$175.6M Morena Pump Station & Conveyance System

Company Name: Vista Irrigation District

Contact Name and Phone Number: Mr. Randy Whitmann 760-597-3100

Contact Email: rwhitmann@vidwater.org

Address: 1391 Engineer Street, Vista, CA 92081

Contract Date: September 2016 - In Progress

Contract Amount: \$ 225,000

Requirements of Contract: Prime Firm for planning, design, bid assistance and construction administration for the \$2.3M Water Pipeline Replacement Project

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: PLEASE SEE EXHIBIT J

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One)

Yes No

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated _____/_____/_____

Complete all questions and sign below.

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

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

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

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

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

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

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

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

John Adam - Vice President
Name and Title

[Handwritten Signature]
Signature

3/26/19
Date

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

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

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

Item C2 - Gannett Fleming officers are currently and have been for the past 5 years, officers of other affiliated or subsidiary Gannett Fleming companies.

Item F3 - Please see attached EXHIBIT AA- Litigation History

Item F4 - Please see attached EXHIBIT AA- Litigation History

Item J - Please see attached EXHIBIT J - Statement of Subcontractors

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

John Adam, Vice President
Print Name, Title

[Signature]
Signature

3/26/19
Date

Litigation History CONFIDENTIAL

Gannett Fleming is a large consulting engineering organization that employs over 2,300 employees and does business in almost every state. Although Gannett Fleming's involvement in claims and lawsuits is relatively infrequent due to its aggressive quality control efforts, claims and lawsuits involving Gannett or its affiliated companies do occur. In recent years Gannett has been involved in civil litigation typical of the type of claims generally asserted against design professionals, which include claims asserting third party bodily injury as well as claims involving additional costs incurred by various parties to construction projects. To protect itself against such claims, Gannett carries automobile, general and professional liability, and workers' compensation insurance.

The first chart below provides information regarding employment related claims filed within the past ten years. Gannett Fleming is also involved in lawsuits with government agencies where it is alleged that Gannett Fleming is in breach of contract. These lawsuits are listed below in the second chart. The claims for breach of contract are based on allegations of professional negligence (e.g., errors and omissions) and are typical of claims that are asserted against design professionals in the usual course of business. **These lawsuits do not include claims that Gannett Fleming has defaulted on a contract (i.e., committed a material breach or violation that would justify termination). None of these lawsuits include claims for fraud.** No claim materially affects the viability or stability of the Gannett Fleming organization, or our ability to serve our clients. In the event you require additional information, you may contact Audrey J. Daly, Esquire, Vice President and General Counsel at 207 Senate Ave., Camp Hill, PA 17011.

GANNETT FLEMING, INC. EMPLOYMENT CLAIMS FILED JANUARY 2009 THROUGH JANUARY 2019			
Caption/Parties	Description of Dispute	Begin/ End Dates	Status or Outcome
Christopher U. Oji	Claim of racial discrimination and retaliation filed in US District Court of New Jersey, Newark, #2-11-cv-07206-SRC-MAS.	12/09 – 06/16	After discovery, and unsuccessful mediation, case settled in June, 2016.
Jacyln M. Keys v. GF Inc.	Claim alleging discrimination under FMLA and perceived disability filed PA Human Relations Comm. # 200905516 and Ct. of Common Pleas of Cumberland Co. #10-7445	04/10 – 07/12	Case dismissed by PHRC July 2012, Plaintiff however filed suit in Cumberland County CCP. Claim settled July 2012, subject to confidentiality.
Carolyn Galewski, EEOC claim	Claim alleging age discrimination filed: EEOC (Phil.) #17F201061899 Dual filed with PA Human Relations Commission	04/10 – 12/10	Hearing scheduled August 2010; settled December 2010.
Dennis Olson v. GF Inc.	Employment terminated for lack of work. Claim by employee however that termination was due to "whistleblower" complaints regarding the safety of elevators he was inspecting	09/12 – 01/13	Employee refused to sign standard severance agreement and filed Whistleblower claim. Settled by mediation.
Wille G. Ross, EEOC claim	Claim of racial discrimination In terminated filed Philadelphia EEOC 846-2013-01536	01/13 – 12/14	Investigation established no violation of statutes; claim dismissed December 2014.
Ronette Belle-Johnson, EEOC claim	Claim filed: EEOC#530-2013-01554 (Philadelphia Office) & Delaware Dept. of Labor, alleging race and sex discrimination. Employee was terminated for performance issues.	04/13 – 03/14	Claim settled March with general release provided; subject to a confidentiality agreement.
Mary Ann Hopkins, EEOC Claim	Claim filed with Miami EEOC Office No. 510-2014-02391C for sex discrimination and retaliation based on termination of employee for working overtime without permission.	04/14 – 10/16	Employee was paid for overtime but not rehired. Case settled via mediation.
Richard Grow, EEOC Claim	Claim filed with Philadelphia Office of EEOC No. 530.2015-00355	12/14 – 07/15	Dismissed by EEOC for failure of charging part to respond.
Stacia Ellis, EEOC Claim	Claim of racial discrimination filed with Baltimore Office, EEOC No. 531-2108-01346C	11/18	Former GF employee filed claim in November 2018; Gannett Fleming is responding to allegation.

This information is intended only for the individual or entity to which it has been addressed. It contains information from the Legal Department of Gannett Fleming, Inc. which is proprietary and as such is privileged, confidential and protected from disclosure. If you are not the intended recipient you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited.

GANNETT FLEMING, INC.
PENDING LAWSUITS AND LAWSUITS THAT SETTLED WITHIN THE PAST FIVE YEARS
ARISING FROM PUBLIC PROJECT UNDERTAKINGS
JANUARY 2014 TO JANUARY 2019
(Excludes bodily injury and employment claims)

Caption/Parties	Description of Dispute	Begin/ End Dates	Status or Outcome
New Haven Terminals, Inc. v. O&G Industries, et al.	On project GF inspected, O&G hit underground pipeline, which was repaired by New Haven's contractor. Three yrs. later, a leak developed and New Haven alleged that O&G's operations post repair caused the pipe to leak.	12/12 – 01/18	Apportionment Complaint filed by Star Construction on basis that GF inspected their work. GF not joined directly by plaintiff within required time period, GF records indicate that the previously repaired area was not uncovered during the 2nd construction activity. Case settled 01/24/2018 with nominal contribution from GF.
Galway Bay Corp. v. Municipal Auth. of the Town of Bloomsburg	Claim by contractor for extra costs and delay damages allegedly due to design errors, failure to make payment and delays arising out of completion of instrumentation system.	01/13 – 07/16	Complaint filed in January 2013, but not served until Jan. 2014. GF joined as additional defendant in 3/14. During settlement discussions, contractor was unable to provide back up for his claim. Settled without contribution by GF.
Colonial Surety v. Lower Ten Mile Sewer Authority v. Gannett Fleming, Inc.	Claim by surety company of Contractor (D.T. Construction) for payment for extra work.	4/14 – 8/14	Client paid for the additional work, after Contractor completed the project, correcting any defects. Case was dismissed without contribution by GF.
Creamer-Sanzari JV v. NJ DOT v. Gannett Fleming, Inc.	JV entered into an agreement to reconstruct the Summit Ave. Bridge, which was not completed on time. NJDOT added GF as an additional defendant.	6/14 – 7/16	JV filed Complaint against NJDOT for additional costs for late responses and failure to timely administer the contract. GF added Dewberry. Settled by NJDOT with nominal contribution by GF and Dewberry.
Lobar Construction (on behalf of Trinity Excavating) v. Red Lion Municipal Auth., et al.	Claim filed by Lobar on behalf of Trinity for additional costs of excavation of rock in excess of estimated amount shown on subconsultant drawing.	8/14 – 10/16	Complaint filed against Red Lion in August 2014; a revised complaint joining GF was filed May 2015 by the contractor. Settled through mediation October 2016 with contribution by GF subconsultant who included estimate on drawing.
Municipal Auth. of the Town of Bloomsburg v. GF, Inc., et al.	Bloomsburg filed a Writ of Summons against GF in December 2015, related to design and construction of the Bloomsburg WWTP.	11/15	GF received a letter describing the issues and has provided a detailed response, denying liability. No complaint has been filed; case is currently inactive.

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

EXHIBIT J

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.

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.

Subcontractor Company Name	Contact Name/Phone Number/Email	Office Address	Contract Date	Contract Dollar Amount	Requirements of Contract	Portion of Work to be Assigned	Certifications (SLBE, ELBE, MBE, DBE, DVBE, or OBE)
Berggren & Associates	John R. Berggren, Principal Surveyor 858-824-0034 J.Berggren@prodigy.net	6046 Cornerstone Court West, Suite 116, San Diego, CA 92121	TBD	TBD	Easements/Survey	6.7%	ELBE DBE
CPM Construction, Inc.	Moqueem Ansari, Principal Moqueem_Asari@yahoo.com	20255 Edgemont Place Walnut, CA 91789	TBD	TBD	Cost Estimating	1.9%	MBE
Darnell & Associates	Bill E Darnell, President 6198-233-9373 BDARNELL@DARNELL-ASSOC.COM	4411 Mercury St, # 207A San Diego, CA 92111	TBD	TBD	Traffic Control	3.1%	SLBE
Garbini & Garbini Landscape Architecture, Inc.	Gail Garbini, President 619-232-4747 ext 12 ggarbini@garbinilandgarbini.com	715 J St. Ste. 307 San Diego, CA 92101	TBD	TBD	Landscape Architecture	4.0%	ELBE DBE/WBE
Kleinfelder, Inc.	Marc Weinberger, PE, Principal Professional 619-831-4600 mweinberger@kleinfelder.com	5761 Copley Drive, Suite 100 San Diego, CA 92111	TBD	TBD	Trenchless Construction, Environmental, Geotechnical Investigations, Structural Engineering	23%	OBE
Matt Pegler	Matt Pegler, Media Specialist 916-955-7419 mpegler@gmail.com	5939 Pleasant Valley Road, El Dorado, CA 95623	TBD	TBD	UAV Survey	0.3%	OBE
RF Yeager Engineering, Inc.	Richard F. Yeager Jr., PE, Principal Corrosion Engineer RFYeager@RFYeager.com	1016 Broadway, Suite A El Cajon, CA 92021	TBD	TBD	Corrosion Control	1.4%	SLBE DVBE
Ross Engineering	Ronald L. Ross, Jr., Owner 619-200-4893 ron@ross.engineer	2254 Moore Street, Suite 100 San Diego, CA 92110	TBD	TBD	Pipeline Design	3.5%	ELBE
Underground Solutions, Inc.	T.C. Mueller, VP Field Operations 760-294-9449 ext 103 tc@usipothole.com	120 N. Andreasen Dr Escondido, CA 92029	TBD	TBD	Utility Potholing	3.0%	OBE
Vic Salazar Communications	Vic Salazar, Owner/Principal 619-517-4744 vic@vicsalazar.com	5205 Kearny Villa Way, #107 San Diego, CA 92123	TBD	TBD	Public Information	1.3%	SLBE/ELBE MBE/DBE
IAC Company	Iraj Asgharzadeh 619-930-3455 Iraj60@att.net	17420 Plaza Sonrisada San Diego, CA 92128	TBD	TBD	QA/QC	0.9%	SLBE

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.

John A. Adam, PE, Vice President Water Line

04/06/2019

Print Name, Title

Signature

Date

Checklist for Sewer, Water and Storm Drain Plan at 30% Submittal

PROJECT: _____ **DATE:** _____

CIVIL DESIGN FILES shall include but not limited to the following:

- A geospatially correct dgn file with clean line work of the design referenced with the preliminary topo. (Units set to Survey Feet)
- An alg file containing horizontal & vertical alignments for all design line work along with a cogo buffer containing all points with coordinates shown on the plans. (No duplicate point numbers)

COVER SHEET:

- | Yes | No | N/A | | Yes | No | N/A |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Key Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Vicinity Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Work to Be Done | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Contractor's Responsibility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Legend | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Construction Storm Water Protection | <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"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

TITLE BLOCK:

- | Yes | No | N/A | | Yes | No | N/A |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drawing Number | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Project Title | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | W.B.S. Numbers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Project Engineer / Drafter Initials | <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"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

BORDER:

- | Yes | No | N/A |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Project Title

PLAN VIEW:

- | Yes | No | N/A | | Yes | No | N/A |
|--------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Right-of-Way Lines | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Street Names | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Block Numbers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Easement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | North Arrow / Scale | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Street Closures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing - Sewer Main, Laterals, Manholes, Appurtenances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gas Lines, Valves, Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing - Storm Water Conveyance, Structures, Appurtenances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Electric Lines, Boxes, Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Telephone Lines, Boxes, Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cable T.V., Boxes, Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing - Water Main, Services, Appurtenances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Subdivision Name | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lot Lines, Lot Numbers, Addresses, Ownership Lines | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Trolley Tracks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed Sewer Main, Manholes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed Water Main | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed Storm Water Conveyance, Structures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PROFILE VIEW:

- | Yes | No | N/A | | Yes | No | N/A |
|--------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing Surface, Grade, Pavement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing Sewer Main, Manholes with IES | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing Water Main | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Existing Storm Water Conveyance, Structures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Street Names | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Horizontal/Vertical Scale | <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"/> |

Public Works Department

Checklist for Sewer, Water and Storm Drain Plan at 60% Submittal

PROJECT: _____ **DATE:** _____

COVER SHEET:

Yes	No	N/A		Yes	No	N/A		Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Limits of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work To Be Done	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Discipline Code

TITLE BLOCK:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street Names and Limits

PROPOSED PLAN VIEW:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stationing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole Stationing Callouts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Services / Fire Services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Laterals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Hydrants
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Crosses, Tees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dimensioning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plugs and Dead Ends
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blow-Offs/Air-Valves
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cutoff Wall, Encasements, Cradles
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valves
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Horizontal Alignment Report
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Construction Notes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole Consecutively Numbered
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special Plan Notes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Caution Callouts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Begin & End Horizontal Curve Data. Details of all curves, i.e.; deflection of pipes.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Structure Stationing Callout
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Legends show all items of work and are consistent with the symbols on the plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Details of manholes re-channelization showing, i.e.; of all inlets and outlets and the drop across the Manhole (straight thru flow acceptable for 8"-15" mains)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Above ground proposed appurtenances shown by location and detailed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Main separation: 10' Water/Sewer, 5' Sewer/Gen. Utility
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction work conforms to notes on the plans, typical all sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Forces Work conforms to notes on the plans, typical all sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valves identified by size, type, connection type and direction (1-16 Valve, BK, AHD, MJ)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard abbreviations and symbols are used
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utility facilities are properly identified (elevations and alignment are shown)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient construction details for items not covered by standard plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Phased construction is shown adequately on plans (and it's also reflected on the working days in the specifications)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer main retirement information is provided on individual sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water main retirement information is provided on individual sheets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire hydrants; unprotected/unimproved areas shall have protection post
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Easements: 15' min. up to 15", 20' for 20"-36", 25' for 36"+, Add 5' at canyons (open space) or inaccessible areas; verify with design manual or standards for each utility.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Verify each replumb address has replumb diagram (sewer only)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Survey Monuments

Public Works Department

Checklist for Sewer, Water and Storm Drain Plan at 60% Submittal

(Continued)

PROPOSED PROFILE VIEW:

Yes	No	N/A		Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Sewer Main, Manholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Water Main			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Storm Water Conveyance, Structures			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole Inverts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Structure Inverts			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole Station Callouts			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Structure Station Callouts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stationing			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Major Grade Breaks w/ inverts			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blow-Offs/Air-Valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pipe Size / Class/ Load			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pipe Slope of Sewer and/or Storm Water Conveyance			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dimensioning Between Manholes/Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Top of Pipe 12" and above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Pipe Invert Callout			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cutoff Walls, encasement cradles			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manhole Numbering & Structure Numbering			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special Profile Notes			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vertical Curve Data			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Conveyance Material			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lengths stated in Profiles Match Stationing			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Piping shown by size, location, and slope (%) sewer/storm drains			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Horizontal and vertical scale correctly identified			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Existing grade, pavement and project grades shown			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inverts for all mains and manholes shown			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Profile and plan data consistent			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All pipes have proper cover and clearance, i.e.; water main depth of cover; 3'-5' Distribution Main and +5' Transmission Main. Provide pipe load calculation for depth greater than 25 feet.			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide min. 1' sand cushion or min. 6" sand cushion w/1" neoprene pad for all crossing where vertical clearance is less than 1', typical all sheets.			

ADDITIONAL SHEETS: DRAFT

Yes	No	N/A		Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb Ramp Location Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb Ramp Detail Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resurfacing Plan Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work by City Forces Sheet (show highline)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Abandonment Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Storm Water Best Management Practices	<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"/>

Public Works Department

Checklist for Sewer, Water and Storm Drain Plan at 100% Submittal

PROJECT: _____ DATE: _____

SPECIAL PROVISIONS:

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All work shown on typical cross sections, layouts, etc., is covered by Standard Specifications or Supplementary special provisions, including measurement and payment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Structures, civil, landscape, electrical, and other special provisions complement each other and are combined properly |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Terminology used agrees with that used in estimate and plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Standard style and format are used, especially with measurement and payment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | There are sufficient summaries of quantities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Corrosion protection of the piping has been addressed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Final pay items are identified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All bid items have reference payment (specification to cover each item) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bid quantities match actual field representation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cross-references to other specifications are correct |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sufficient information for contract design of sheeting and shoring |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Removed unnecessary sections and verbiage that does not apply |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Attachments and appendices included |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Soils reports and other technical reports are referenced (all projects with trenching in new alignments shall have a soil report) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | List of submittals to be reviewed included in section 2-5.3, i.e. traffic shop drawings, re-vegetation, diversion plans, etc. identified |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All items in Specifications indicated, "as shown" or "as detailed" are on drawings |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Phased construction language included |

BID PROPOSAL:

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are NAICS Code and Payment Reference complete and correct per latest Master Bid List? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are quantities correct per final plans? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are Common bid items listed? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Alternates are properly listed? |

ADDITIONAL PROJECT REQUIREMENTS:

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has all replumb agreements been recorded? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has shut down notices for fire services been sent? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is citywide plan check review completed and comments addressed? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is easement required, processed and finalized? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all conflicts with other projects resolved and noted in Accela? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Paving moratoriums are not an issue? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are permits and environmental clearances obtained? |

Public Works Department

Checklist for Sewer, Water and Storm Drain Plan at 100% Submittal (Continued)

PROJECT: _____ DATE: _____

ADDITIONAL SHEETS:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb Ramp Location Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Curb Ramp Detail Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resurfacing Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work by City Forces Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Abandonment Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Storm Water Best Management Practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Traffic Control Plans
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replumb Detail Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Batch Discharge Plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department Information Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cathodic Protection Design Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DCE's Signature and Consultant's Stamp/Signature, if applicable (at FINAL DESIGN)

Exhibit A (Attachment 2)

Reference Standards:

1. Americans with Disabilities Act (ADA) / Americans with Disabilities Act Accessibility Guidelines (ADAAG)
2. American Water Works Association (AWWA)
3. California Building Code as adopted by the City of San Diego*
4. California Code of Regulations, Title 24
5. City of San Diego Approved Materials List (AML) as approved by the Water and Metropolitan Wastewater Departments
6. City of San Diego CADD Standards
7. City of San Diego Landscape Regulations
8. City of San Diego's Land Development Manual
9. City of San Diego Street Design Manual
10. City of San Diego Guidelines for Geotechnical Reports
11. City of San Diego, Water Design Guidelines, Standards, and Approved Materials List
12. County of San Diego Code of Regulations
13. National Electric Code (NEC) as adopted by the City of San Diego*
14. State of California Health and Safety Code
15. Uniform Fire Code (UFC) as adopted by the City of San Diego*
16. Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
17. Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
18. Construction Planning & Scheduling Manual by AGC of America
19. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
20. City of San Diego Municipal Code
21. State Historic Preservation Act

*Any and all codes, regulations, and permits (including any amendments) issued by City's Planning and Development Review Department.

Exhibit A (Attachment 2)

STANDARD SPECIFICATIONS

Description

Standard Specifications for Public Works Construction (The GREENBOOK), 2018 Edition

City of San Diego Standard Specifications for Public Works Construction
(The WHITEBOOK), 2018 Edition

California Department of Transportation, Manual of Uniform Traffic Control Devices
(MUTCD 2009)

Caltrans 2018 (US Customary) Specifications

Standard Federal Equal Employment Opportunity Construction Contract Specifications
and the Equal Opportunity Clause

STANDARD DRAWINGS

Description

City of San Diego Standard Drawings

City Standard Drawings -Approved Updates For Use**

Caltrans 2018 U.S. Customary Unit Standard Plans

NOTE: * The Reference Standards and additional drawings approved for use when specified
are available on the City's website under Engineering Documents and References at:
<https://www.sandiego.gov/publicworks/edocref>

END OF REFERENCE SPECIFICATIONS

Item 106
5/14/19
(R-2019-585)

RESOLUTION NUMBER R- 312449

DATE OF FINAL PASSAGE MAY 17 2019

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE CONSULTANT AGREEMENT WITH GANNETT FLEMING, INC. FOR PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES OF THE OTAY 2ND PIPELINE PHASE 3 (H187019) PROJECT; AND TAKING RELATED ACTIONS.

WHEREAS, this item requests City Council approval to award a design consultant contract in the amount, not to exceed, \$1,659,888 with Gannett Fleming, Inc. for professional engineering services and design support services during the construction phase and the final project close-out activities including As-Built for the replacement of Otay 2nd Pipeline Phase 3 (Project); and

WHEREAS, on April 3, 2018, the City issued a Request for Proposal (H187019) to solicit professional Engineering Services for the Project which seven (7) of the firms submitted proposals, were interviewed on June 11 and 12, 2018, and Gannett Fleming Inc. was selected based upon their qualifications in accordance with Council Policy 300-07; NOW, THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute an agreement with Gannett Fleming, Inc. for design and construction support services in CIP A-KA.00003, Large Diameter Water Transmission PPL, (B-16158, Otay 2nd Pipeline Phase 3), Fund 700010, Water Utility CIP , in an amount not to exceed \$1,659,888, 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 Treasury, under the terms and conditions set forth in the Consultant Agreement, on file in the Office of the City Clerk as Document No. RR- 312449

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,659,888 from CIP A-KA.00003, Large Diameter Water Transmission PPL, (B-16158, Otay 2nd Pipeline Phase 3), Fund 700010, Water Utility CIP for the purpose of executing this consultant agreement, provided that the Chief Financial Officer first furnishes one or more certificates demonstrating that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

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

APPROVED: MARA W. ELLIOTT, City Attorney

By Mark M. Mercer
Mark M. Mercer
Deputy City Attorney

MMM:cw
04/10/19
Or.Dept: Public Works
CC No.: 3000012104
Document No.: 1980255

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 14 2019.

ELIZABETH S. MALAND
City Clerk

By Elizabeth S. Maland
Deputy City Clerk

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Approved: 5.17.19
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000012104
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,659,888.00

Vendor: Gannett Fleming, Inc

Purpose: To authorize the expenditure of funds not to exceed \$1,659,888.00 to Gannett Fleming, Inc for Design and Construction Support Services for Otay 2nd Pipeline - Phase 3.

Date: April 3, 2019

By: Yeshi Bezuneh
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	B16158	700010	NOT_RELEVANT_GRANT	512034	OTHR-00000000-WU	2013	2013171115	B-16158.02.02	\$1,659,888.00
TOTAL AMOUNT									\$1,659,888.00

CC-361 (REV 7-09)

FUND OVERRIDE

CC 3000012104

Passed by the Council of The City of San Diego on MAY 14 2019, 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"/>
Jennifer Campbell	<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"/>
Monica Montgomery	<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"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAY 17 2019

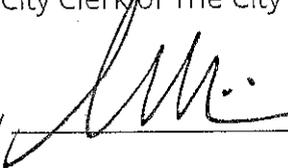
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

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 , Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 312449

Passed by the Council of The City of San Diego on May 14, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,
MORENO, 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)

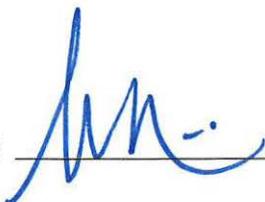
By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-312449**, approved on **May 14, 2019**. The date of final passage
is **May 17, 2019**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By:  _____, Deputy

Mendivil, John

From: pwc100@dir.ca.gov
Sent: Thursday, June 13, 2019 12:19 PM
To: Mendivil, John; Giordano, Clementina
Subject: Project Creation

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement" that was created on 13 Jun 2019 and assigned **DIR Project ID 290640**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 6/12/2019

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts
Address: 1010 Second Ave
 Suite 1400
 San Diego, CA 92101
Primary Contact: clementina giordano
Primary Email: cgjordano@sandiego.gov
Work Phone: 6192355227

PROJECT INFORMATION

Project Name: Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement
Project #: H187019
Brief Description: Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement
Contract #: H187019
Contract Amount: \$1659888.00
Number of Prime Contractors: 1
Total Project Cost: \$1659888.00
Alternative Model: None Apply
Description of Location: Alvarado and Otay service areas
County: SAN DIEGO

Project Information 2

PWC-100

Project Name: Design of Otay 2nd Water Transmission Pipeline Phase 3 Replacement
Project #: H187019 **Contract #:** H187019 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 2/22/2018 **Estimated or Actual Start:** 6/13/2019
Estimated or Actual Completion: 6/13/2024

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
jaadam@gfnet.com	John A. Adam	Vice President	760-891-4184

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000027547	GANNETT FLEMING INC.	207 SENATE AVENUE CAMP HILL, PA 17011	CORPREG@GFNET.COM	SURVEYORS
1000001733	KLEINFELDER INC.	550 WEST C STREET 12TH FLOOR SAN DIEGO, CA 92101	FEDERAL_COMPLIANCE@KLEINFELDER.COM	SURVEYORS
1000035899	GARBINI & GARBINI LANDSCAPE ARCHITECTURE INC.	715 J ST. STE. 307 SAN DIEGO, CA 92101	GGARBINI@GARBINIANDGARBINI.COM	SURVEYORS
1000009933	BERGGREN LAND SURVEYING & MAPPING INC.	6046 CORNERSTONE COURT WEST SUITE 116 SAN DIEGO, CA 92121	J.BERGGREN@PRODIGY.NET	SURVEYORS
1000007851	UNDERGROUND SOLUTIONS INC.	120 N. ANDREASEN DRIVE ESCONDIDO, CA 92029	MEARME@USIPOTHOLE.COM	SURVEYORS
1000010120	BILL E. DARNELL	4411 MERCURY STREET SUITE 207A SAN DIEGO, CA 92111	OFFICE@DARNELL-ASSOC.COM	SURVEYORS
1000020466	RF YEAGER ENGINEERING INC.	9562 WINTER GARDENS SUITE D- 151 LAKESIDE, CA 92040	RFYEAGER@RFYEAGER.COM	SURVEYORS