

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
RICK ENGINEERING COMPANY
FOR
DESIGN OF STREAMVIEW DRIVE
IMPROVEMENTS PHASE 2
CONTRACT NUMBER: H197062**

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

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Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
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**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICK ENGINEERING COMPANY
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Rick Engineering Company [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Streamview Drive Improvements Phase 2 [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, it shall be effective until completion of the Scope of Services or eighty-four (84) months, whichever is

the earliest. Any extension beyond eighty-four (84) 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 \$1,534,557. The compensation for the Scope of Services shall not exceed \$1,197,402, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$337,155.

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 good consulting practices.

4.2 Right to Audit.

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 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.

4.3.2 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, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

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.

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, 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 Negin Afagh, MS 908A, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Rick Engineering Company, c/o Nick Dorner, 5620 Friars Road, San Diego, CA 92110, ndorner@rickengineering.com.

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

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

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

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Nick Dorner [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.

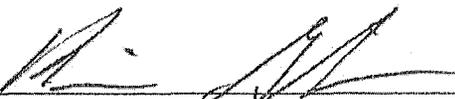
Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

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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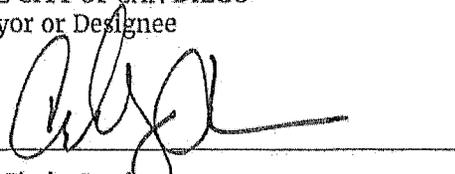
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number O-21140, authorizing such execution, and by the Design Professional pursuant to Rick Engineering Company's signature authority document.

I HEREBY CERTIFY I can legally bind Rick Engineering Company and that I have read all of this Agreement, this 25th day of November, 2019.

By 
Kevin Gibson
Principal-In-Charge

Dated this 8th day of January, 2020.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of January, 2020.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

ENVIRONMENTAL DOCUMENT AND FINAL ENGINEERING PHASES

PROJECT DESCRIPTION:

Streamview Drive is an approximately 1.3 mile long residential two-lane collector that acts as the boundary between the communities of Redwood Village to the north and Oak Park to the south. Although Streamview Drive is classified as a two-lane collector, the overall right of way width varies between 90 and 100 feet, which is equivalent to a four-lane urban collector, as defined in the City of San Diego's "City" Street Design Manual. The overall width of Streamview Drive encourages speeding and dangerous driving and is also visually unappealing for the surrounding communities. Two roundabouts were constructed along Streamview Drive at the intersections with Lynn/Michael Street and Gayle Street and reverse angled parking was added between the two roundabouts to accommodate the numerous multifamily housing developments along this stretch of the corridor as part of a Streamview Drive Phase 1 Project, which was completed several years ago.

The Streamview Drive Improvements Phase 2 Project ("Project") will build upon the Phase 1 improvements and construct additional enhanced traffic calming measures along Streamview Drive from 54th Street to Lynn Street/Michael Street and from Gayle Street to College Avenue. These improvements are proposed by the City to improve roadway safety and capacity improvements, reduce excessive speeds, and increase pedestrian and bicycle mobility. Additionally, there is an approximately 258-acre drainage tributary area that has existing infrastructure located under Streamview Drive, which flows directly into Chollas Creek. The Project will incorporate new water quality improvements to reduce the Total Maximum Daily Loads (TMDLs) within the watershed. Additionally, water and sewer improvements will be incorporated into the project.

SCOPE OF WORK:

I. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS

A. Geophysical Utility Locating Markout and Pothole Surveying

Design Professional will perform a total of three (3) days of topographic surveying at geophysical utility locating markout and pothole locations. Data will be collected for the underground utilities that have been marked out in the field. There are six (6) intersections, and 600 L.F. on Streamview. There are also a total of 25 pothole locations where the top of the existing utility will be identified as well as the elevation of the existing ground.

B. Base Map Preparation

Design Professional will obtain and review available as-built documents and available MicroStation files to develop a MicroStation base map of the existing conditions in the City of San Diego's CADD Standards. The following are the pertinent documents that will be obtained for review and compilation of the base map.

- City As-builts

- SDG&E, Telephone, Fiber Optic, and Cable Television As-builts
- Mapping and Survey Data (provided by the City)
- Available electronic files (provided by the City)

Dry Utilities

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

Wet Utilities

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

Base Map Preparation

Design Professional will review the dry and wet utility as-builts and will perform a field walk to confirm the accuracy and completeness of the MicroStation base files. Design Professional will also verify the visible surface features shown in the MicroStation file provided by the City Survey Department, including signal poles, street lights, signs, sidewalks, curb ramps, and property addresses. Design Professional will then compile the MicroStation utility base files with the City's Survey MicroStation file and additional supplemental field survey information obtained by the consultant into an overall MicroStation base file for the Project and will incorporate known vertical elevation information at potential utility crossings. This MicroStation base file will be used to lay out the sheets for the preparation of the Project's plan and profile construction drawings.

C. Geotechnical Investigations

Review Available Geotechnical Information

Perform a general review of readily available information, including preliminary project design information, published geologic literature and maps, as-built utility maps, pertinent geotechnical reports prepared by others (if available), and topographic maps.

Field Reconnaissance, Planning, Permitting, & Utility Clearance

This task will include the performance of several subtasks in preparation of the geotechnical field exploration program, as follows:

- Perform a site visit to select suitable location for the soil borings and test holes based on site access conditions and as-built utility information.
- Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- Obtain City of San Diego traffic control permit.

- Obtain soil boring permit from County of San Diego Department of Environmental Health (DEH).

Assumptions:

- Design Professional assumes that no special environmental permits will be required to conduct the field exploration activities. Design Professional also assumes that the City will be responsible for obtaining the necessary environmental permits, if required.
- Design Professional assumes that the field exploration activities do not require a review process as described in the City of San Diego Development Services Information Bulletin 511.

Field Exploration Program

Based on a review of the Request for Proposal (City of San Diego, 2019), consultant proposes to perform six (6) soil borings for the proposed project. Three (3) borings will be performed to a depth of 30 feet below the ground surface (bgs) in the vicinity of the proposed multi-use treatment area (MUTA) vaults (between 55th Street and Ace Street). The other three (3) borings will be performed to a depth of 20 feet bgs along the extent of the corridor to accommodate the proposed water and sewer, which are anticipated to be installed in a parallel trench from the existing utilities. Two (2) of the six (6) total borings will also be performed in the vicinity of potential retaining walls that may be required near the intersections of Streamview Drive/Winlow Street and Streamview Drive/Boren Street.

During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depth intervals. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using an Organic Vapor Meter (OVM). In addition, loose bulk samples will also be collected from each boring/test hole.

Upon completion of the field exploration activities, all borings will be backfilled with concrete grout. Borings located in paved area will be capped with six inches of hot mix asphalt-concrete (A.C.). If borings are conducted over any striping or pavement markings, they will be restored. The work area will be cleaned and any excess soil and fluid will be removed for offsite disposal.

Assumptions:

- Design Professional assumes that there are no hazardous material contamination issues in the areas where the geotechnical borings are performed. In the event that visual or odoriferous indications of soil contamination are detected, we will immediately cease the field operations and notify the City to discuss further action.

Geotechnical Laboratory Testing

Geotechnical laboratory tests will be performed on selected soil samples to verify

field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program is anticipated to include the following:

- In-place Moisture Content (ASTM D2216);
- Moisture Content and Dry Density (ASTM D2937);
- Wet Sieve Analysis (ASTM D422);
- Compaction (ASTM D1557);
- Direct Shear (ASTM D3080);
- Expansion Index (ASTM D4829); and
- Soil pH, resistivity, soluble sulfate and chloride concentrations, and bicarbonates.

Engineering Analysis and Report Preparation

This task involves an analysis of the field data and laboratory test results, and the preparation of written reports to present our findings, opinions and recommendations with respect to the geotechnical aspects of the project. The report will address the following issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Site-specific seismic design parameters in accordance with CBC 2016;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil excavation characteristics;
- Foundation design recommendations;
- Modulus of subgrade reaction;
- Soil pressures and settlement characteristics;
- Soil corrosivity characteristics;
- Pavement design recommendations; and
- General construction-related considerations, including trench backfilling operations, pipebedding, suitability of onsite soil materials for use as backfill and bedding materials, temporary sloped excavations, shoring design parameters and design alternatives, and estimate of construction dewatering rate, if applicable.

Assumptions:

- Design Professional will prepare a Draft Report for review by the City. Upon receipt of all review comments, Design Professional will prepare a Final Report that incorporates responses to the comments that were received.

Deliverables:

- One (1) electronic copy of the Draft Report; and one (1) electronic and two (2) hard copies of the Final Report.

D. Utility Investigations

i. Geophysical Utility Locating

Design Professional will perform a subsurface infrastructure survey to delineate detectable underground features/obstructions including utilities,

pipelines, and other potential obstructions at key locations along the proposed alignment. This detection will be accomplished through the use of a Geonics EM61 MK2 time domain instrument, Fisher M-Scope TW-6 pipe and cable locator, RD8000 line tracer, Schonstedt magnetic gradiometer, and GSSI SIR 4000 Ground Penetration Radar (GPR) unit with a 350 MHz digital transducer. The findings will be marked out on the ground surface with spray paint and/or pin feathers. Geophysical utility locating will be performed at the following intersections:

- Between Ace Street and 55th Street
- Spa Street
- Glade Street South
- Glade Street North
- Egan Street
- Hasty Street
- Boren Street

Design Professional will provide surveying support to locate the field data for the project MicroStation base map. Design Professional will also update the information in the MicroStation base map using the results of the geophysical utility locating. See A. Geophysical Utility Locating Markout and Pothole Surveying Section for additional information.

E. Conceptual Alternatives Analysis

Design Professional shall use the findings from the preliminary investigations and technical reports to identify roundabout, water quality, and utility, improvement alternatives to determine if improvements or cost savings to the original concept in the Request for Proposal (RFP) are possible. The following are the anticipated tasks:

- **Drainage and Water Quality**- During the preliminary investigations phase, the consultant will prepare a conceptual layout as an initial step to assessing the drainage and green infrastructure (GI) improvements anticipated for the project. This will include identifying the necessary drainage improvements, such as new inlets, resulting from the proposed roadway design, identifying potential GI opportunities along the proposed alignment for the Project, and refining the conceptual layout and design of the proposed Multi - Use Treatment Area (MUTA). Based on the findings from the preliminary investigation of existing utilities the footprint of the MUTA may change when compared to the footprint shown in the RFP. This task will support project compliance with the City of San Diego Storm Water Standards Manual, dated October 2018 and the City of San Diego Drainage Design Manual, dated January 2017.

The purpose of the water quality evaluation is to select a combination of the MUTA size and the amount and type of parkway green infrastructure (GI) that would cost effectively reduce the Total Maximum Daily Loads (TMDLs) as well as meet the MS4 Permit requirements. Water quality improvements are anticipated to include a subsurface Multi Use Treatment Area (MUTA) and parkway green infrastructure (GI) as feasible. The overall goal is to optimize zinc removal from storm water runoff. The Design Professional shall prepare one (1) configuration and sizing option for the MUTA

depending on various existing utilities and potential relocations of those utilities. The alternatives analysis will also evaluate potential locations for parkway GI concepts, including parkway cobble-lined biofiltration swales and/or popouts, median swales, and/or small compact devices at inlet locations.

Additionally, the consultant will review and analyze the conceptual design of the MUTA such as options between a cast-in-place structure versus a precast structure based on the existing conditions, type of shoring to be used, whether the design is cost effective, and from a structural standpoint. Design Professional will perform a preliminary structural analysis of the MUTA as well as perform a cost benefit analysis between a precast versus a cast-in-place vault structure. This analysis will be used by the consultant and the City to make a determination of how to move forward with design of the subsurface vault structure.

- **Roundabouts-** Design Professional will review all of the five (5) intersections where roundabouts are proposed, including a review of the existing street grades, right of way constraints, utility constraints, and driveway/access locations. This review will be used to explore horizontal layouts of roundabouts at these intersections including circle size, speed control and space for design vehicles, and an evaluation of the profile to determine the feasibility of designing roundabouts at these intersections. Up to two (2) other traffic calming measures will also be evaluated at these locations if it is determined that roundabouts are not feasible without causing significant impacts. A feasibility memorandum will be prepared based on the results of the roundabout review.
- **Utilities-** Design Professional will develop a maximum of two (2) sewer and water main concepts on the western portion of the project to analyze the possibility of combining the sewer system and eliminate the need for dual sewer and water mains. The concept plan will be prepared in an exhibit format with preliminary vertical information.
- **Conceptual Plans-** Design Professional will prepare conceptual plans (10 Sheets) [1"=20' Scale] for roadway and utility improvements along the extent of Streamview Drive from 54th Street to Lynn/Michael Street and from Gayle Street to College Avenue. The conceptual plans will include the conceptual layouts of the proposed roundabouts, curbs, medians, retaining wall locations, and parkways with existing condition utilities and other improvements identified. Additionally, the approximate location of the proposed water, sewer, storm drain, and MUTA will be shown on the conceptual plans to identify any potential plan view conflicts.

Design Professional shall also prepare a Landscape Concept Plan (LCP) (4 Sheets) [1"=40' Scale] indicating the locations where decorative paving surface areas (with colors and textures), trees in tree planters (assuming the adjacent homeowner will accept maintenance responsibilities), water quality basins and inert rock paving locations within the project footprint. Rock colors and textures shall be selected for storm water BMP infiltration

basins located in parkway strips that shall be rock-lined throughout the project and with no plantings.

Deliverables:

- Rough order of magnitude cost table for all improvements. Additionally, quantified benefits for the MUTA will be analyzed, which will include average annual runoff treated, average annual zinc removed and Water Quality Equivalency (WQE) calculations. Benefit quantification shall consider BMP nesting (i.e. pollutant removal from upstream parkway GI). (electronic copy)
- Precast versus cast-in-place memorandum with cost comparison (electronic copy)
- Roundabout Feasibility memorandum (electronic copy)
- Water and Sewer Main alternative concept exhibits (2) [1"=20' Scale] (electronic copy)
- Plan-view exhibit for MUTA alternative (1) [1"=20' Scale] (electronic copy)
- Conceptual improvement plans (10) [1"=20' Scale] (electronic copy)
- Landscape Concept Plan (4) [1"=40' Scale] (electronic copy)

II. 60% PS&E

A. Plans

Design Professional will prepare plans for improvements along the extent of Streamview Drive from 54th Street to Lynn/Michael Street and from Gayle Street to College Avenue. It is assumed that no improvements will occur within the limits of the Streamview Drive Improvements Phase 1 Project (Drawing Number 19905-D) that completed construction recently, except to tie-in the two phases. The project drawings at the 60% Submittal will consist of the following sheets:

- Title Sheet (1)
- Sheet Index Sheet (1)
- Key Map Sheet (1) [1"=100' Scale]
- Notes Sheet (1)
- Typical Cross Section Sheets (3)
- Demolition Sheets (10) to include the following: [1"=20' Scale]
 - ✓ Removal of Existing Pavement
 - ✓ Removal of existing sidewalk, driveways, curb, and gutter
 - ✓ Existing structures requiring relocation, adjustment to grade, or removal
- Improvement Plan and Profile Sheets (10) to include the following: [1"=20' Scale]
 - ✓ Roadway Geometry
 - ✓ Location of Curb, sidewalk, medians, driveways, curb ramps, pavement, etc. Centerline Profile (Due to space constraints only the centerline profile can fit on these sheets)
 - ✓ Contour Grading and Limitations
 - ✓ Existing Utilities
 - ✓ Street Lighting
 - ✓ Landscape Hardscape areas
 - ✓ Retaining Wall Locations

EXHIBIT A

- Curb Profile Sheets (15) to include the following: [1"=20' Horiz. & 1"=4' Vert. Scale]
 - ✓ Left Curb
 - ✓ Right Curb
 - ✓ Median Curbs
 - ✓ Roundabout Islands
- Retaining Wall Plan and Profile (2) [1"=10' Horiz. & 1"=2' Vert. Scale]
- Roundabout Detail Sheets (5) [1"=20' Scale]
- Roundabout Construction Details Sheets (2)
- Curb Ramp Location Sheet (1) [1"=100' Scale]
 - ✓ Identifies the locations of all curb ramps within the project limits and the type of ramp that is required. Will also refer to the curb ramp details for specific ramps where a standard curb ramp is not feasible.
- Curb Ramp/ADA Detail Sheets (8) [1"=5' Scale]
 - ✓ Curb Return Profiles included with these sheets
 - ✓ Assumes that a total of 50 curb ramps are required for the entire project based on the original concept in the RFP, however only 8 details are anticipated in locations where a standard curb ramp type is not feasible.
- Driveway Detail Sheets (4) [1"=10' Scale]
 - ✓ Assumes that a total of 130 driveway connections are required for the entire project based on the original concept in the RFP, however only 14 details are anticipated at locations where driveways are located within the roundabouts and will require modifications from a standard driveway.
- Storm Drain Plan and Profile Sheets (7) to include the following: [1"=20' Horiz. & 1"=4' Vert. Scale]
 - ✓ Replacement of 60-inch storm drain backbone in the vicinity of the MUTA (~550 linear feet)
 - ✓ Replacement of existing storm drain laterals and inlets along Streamview Drive (15 inlets and ~550 linear feet)
 - ✓ Plan view pipeline line work with locations of structures
 - ✓ Profile pipeline line work with locations of structures, proposed grades, rim and invert elevations.
 - ✓ Existing utility crossings and existing storm drain line work where replacing in place
- Green Infrastructure Key Map Sheet (1) [1"=100' Scale]
- Green Infrastructure (MUTA) Plan and Profile Sheets (2) [1"=40' Horiz. & 1"=8' Vert.]
- Green Infrastructure (MUTA) Detail Sheets (4)
- Green Infrastructure (MUTA) Notes Sheet (1)
- Green Infrastructure (Parkway) Grading Detail Sheets (7) [1"=20' Scale]
- Water Plan and Profile Sheets (7) to include the following: [1"=20' Horiz. & 1"=2' Vert. Scale]
 - ✓ Water Main plan view pipeline line work without utility appurtenances shown (valves, hydrants, blowoffs, air vacs, etc.) Preliminary vertical pipeline line work with proposed crossing locations identified
 - ✓ Proposed utility appurtenances (valves, fire hydrants, blowoff, air vacs, etc.)

EXHIBIT A

- ✓ Contractor and City Forces notes will be added
- ✓ Existing utility crossings and existing water main line work where replacing in place
- ✓ Assumes that approximately 5,500 linear feet of water main along Streamview Drive is required, which assumes that the dual water mains at the west end of the project can be combined.
- Sewer Plan and Profile Sheets (7) to include the following: [1"=20' Horiz. & 1"=2' Vert. Scale]
 - ✓ Sewer Main plan view pipeline line work with anticipated locations of manholes
 - ✓ Preliminary vertical pipeline line work with anticipated locations of manholes and proposed grades
 - ✓ Existing utility crossings and existing sewer main line work where replacing in place
 - ✓ Assumes that approximately 4,600 linear feet of sewer main along Streamview Drive is required, which assumes that the dual sewer mains at the west end of the project can be combined.
- Landscape/Hardscape Details (2) to include the following:
 - ✓ Hardscape Paving Details- Decorative paving, indicating colors and textures, cobble rock within water quality basins, rock paving surface treatments within general hardscape areas, street trees within tree wells.
- Signing and Striping Sheets (10) [1"=20' Scale]
- Traffic Control [54th Street Only] (1) [1"=40' Scale]
 - ✓ Traffic Control Design will be completed along 54th Street at the intersection with Streamview Drive to accommodate the construction of improvements at the tie-in location with the intersection.
 - ✓ Assumes that only one (1) phase of traffic control will be required and assumes that one lane of traffic will need to be closed to accommodate construction equipment.
 - ✓ Traffic control design will be prepared per the latest edition of the California Manual on Uniform Traffic Control Devices and City of San Diego Standards.
- Monument Perpetuation Sheet (1) [1"=100' Scale]
- Staging Plans (5) [1"=100' Scale]
- Traffic Signal Modification [Optional] (2) [1"=20' Scale]
- See Optional Services for Additional Description

Plans will conform to the 2018 City of San Diego CADD Standards and Requirements. Plans will be prepared in MicroStation format and English units will be utilized for the design. City of San Diego will require an alignment file for final design per the City of San Diego Survey Deliverables Standards.

Deliverables:

- 60% Submittal Plans (3-11x17 and 16-22x34 hard copies, electronic copy)
- CAD Deliverables for City Survey Department

B. Specifications

Design Professional will prepare a list of the anticipated technical City Standard Supplementary Special Provisions (SSP's) at the 60% Submittal in

Greenbook/Whitebook Format.

Deliverables:

- 60% List of Special Provisions (electronic copy)

C. Opinion of Probable Construction Cost

Design Professional will prepare quantities and a opinion of probable construction cost at the 60% Submittal. The estimate will be prepared in the City of San Diego's format and it is assumed that the City will provide the latest Master Bid List prior to the preparation of the estimate.

Deliverables:

- 60% Opinion of Probable Construction Cost (electronic copy)

D. Drainage and Water Quality Reports

i. Draft Drainage Study

For the 60% submittal, the Design Professional will prepare and submit a Draft Drainage Study. This will include preparing existing condition hydrologic analysis to each of the approximately fifteen (15) inlets anticipated to be impacted by the anticipated Streamview Drive improvements. This will include delineating drainage areas and preparing hydrology to determine the peak flow rates for pre-project condition. The pre- project peak flow rates will be used to complete hydraulic analysis of the existing storm drain system from the outfall into Chollas Creek to the upstream point-of-connection for the proposed MUTA.

Proposed condition hydrology will be completed to reflect changes associated with roadway improvements. Proposed condition hydraulics will be completed for the storm drain system from the outfall into Chollas Creek upstream past the proposed MUTA. It is anticipated that the post-project hydrology will be similar to the pre-project hydrology for this project. The hydrology will be determined for the 100-year storm event, in accordance with the City of San Diego Drainage Design Manual, dated January 2017.

Also included in the Draft Drainage Study will be inlet locations and sizing, dry lane calculations associated with the proposed roundabouts for up to five (5) roundabouts, as well as the report and exhibits. The draft final drainage study will be prepared in accordance with the City of San Diego Drainage Design Manual, dated January 2017.

The Design Professional will conduct detailed hydraulic analysis of the existing storm drain system along Streamview from 55th Street upstream to Hasty Street. The existing conditions hydraulic analysis will help inform whether potential new inlets needed to help collect runoff from adjacent streets as part of the proposed roadway improvements will have a negative impact on the existing storm drain system or not.

Deliverables:

- Draft Drainage Study (electronic copy)
- ii. **Draft Green Infrastructure Report**
- For the 60% submittal, the Design Professional will prepare a draft green infrastructure report that will include calculations for MUTA sizing for the selected alternative, as well as the recommended quantity and size of Parkway GI. This report will include:
- For MUTA Design:
 - Inlet Diversion:
 - Pipe sizing and/or weir height calculations and modeling to divert the proposed 20 cfs to the treatment system.
 - Selection of the pretreatment device.
 - Settling Tank:
 - Calculations and modeling to support bypass pipe size and elevation, drawdown calculations, and orifice/pipe calculations for the discharge of storm water from the settling tank to the media filter;
 - Baffle design calculations; and
 - Floor slope calculations to drain water from accumulated sludge without discharging sludge.
 - Media Filter:
 - Media design (both for pollutant removal and hydraulic performance);
 - Calculations to design and size a hydraulic distribution system to distribute influent water evenly across the media surface;
 - Media choking calculation to ensure compatibility between media layers to support development of media specifications;
 - Underdrain outlet calculations to size and design underdrains, including determining how many underdrain lines would be required; and
 - Outlet orifice sizing to account for potential clogging of filtration media.
 - Hydraulic grade line and energy grade line calculations for the MUTA, from upstream to downstream, to confirm proper functioning of diversions and outlets under the full range of expected flows. Specifically, calculations would be completed to ensure that high flows through the realigned 60" line do not surcharge and prevent proper functioning of treatment bypass elements or surcharge into treatment elements. This would be done for a range of flow rates and a range of media clogging values. This would be done using a spreadsheet model or SWMM.
 - Updated percent capture and clogging analysis, pretreatment and diversion calculations, recommendations for size of settling and media filtration vault components, and WQE calculations using the revised MUTA footprint as well as the revised storm drain alignment.
 - Operation and Maintenance Plan (OMP) for the MUTA in text format, and one will also be prepared in tabular format for inclusion on the plans, pursuant to City of San Diego requirements.
 - In addition, that report will also include:

- For Parkway GI, documentation confirming the design is pursuant to the Green Street Design Criteria in Appendix J of the 2018 City of San Diego Storm Water Standards Manual (dated October 1, 2018), based on requirement of the 2013 MS4 Permit.
- Completed Storm Water Requirements Applicability Checklist (DS-560).

Deliverables:

- Draft Green Infrastructure Report (electronic copy)

E. Utility Investigations

i. Utility Potholing

Design Professional will provide precise information as to the number and location of utilities at 25 locations through potholing by vacuum excavation prior to the development of the 60% water, sewer, and storm drain design. Design Professional proposes to perform the potholing excavation work over eight (8) working days, followed by a return mobilization of four (4) working days for AC hot asphalt patching to the City of San Diego's SDG-123 standard. Additional work required as part of the potholing includes the following:

- Design Professional will perform the Underground Service Alert (USA) call-ins, pothole and trench layouts based on plan and field mark out, coordinate with all entities in the field which may include: Engineering staff, USA mark out personnel, inspectors, utility standbys, and any other personnel involved with the performance of the work.
- Design Professional will prepare, process, obtain the permit, and implement traffic control plans for the purpose of completing potholing services along the project corridor and will obtain the required permits.
- Design Professional will perform all physical tasks in the field for pavement saw cutting and removal, excavation by vacuum and higher-pressure water.
- Design Professional will provide and deploy all traffic control equipment necessary to complete the work. Some signage and message boards may be placed per plan for extended periods of time while the bulk of devices will be placed and picked up only during work hours. Roadways may be plated in the City and where else permitted by the appropriate agency allowing more time for investigation and cure time for slurry.
- All work will be carefully documented on a nightly basis and compiled in the office daily. Changes or conditions noted by the field or the client will be discussed and annotated in writing. All of this information will be compiled in a detailed report to be submitted at the end of field work.

Assumptions:

- Inspection and permit fees are not expected since this is a City of San Diego CIP project. Any permit and inspection fees will be charged back at cost.

- Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights. All rates are based on a standard 40-hour work week.

Deliverables:

- Pothole Report (electronic copy)

III. 100% PS&E

A. Plans

Design Professional will advance the 60% design to a 100% design level by incorporating agreed upon City comments from the 60% submittal review. Design Professional will prepare responses to City comments from the 60% submittal review. Additional project drawings at the 100% Submittal will consist of the following sheets:

- Construction Details (5) – **New Sheets**
- Water, Sewer, and Storm Drain Detail Sheets (5) – **New Sheets**

Deliverables:

- 100% Submittal Plans (3-11x17 and 19-22x34 hard copy, electronic copy)
- CAD Deliverables for City Survey Department

B. Specifications

Design Professional will prepare special provisions to be incorporated by the City into the City's latest Boilerplate Special Provisions in accordance with the 2018 Greenbook and Whitebook specifications format.

Deliverables:

- 100% Special Provisions (2 hard copy, electronic copy)

C. Opinion of Probable Construction Cost

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

Deliverables:

- 100% Opinion of Probable Construction Cost (2 hard copy, electronic copy)

D. Drainage and Water Quality Reports

i. Final Drainage Study

The Design Professional will update the draft drainage study report pursuant to City of San Diego review comments following the 60% PS&E submittal. This assumes making minor revisions and updates to respond to the City's comments. The Final Drainage Study will be submitted as part of the 100% PS&E submittal.

Deliverables:

- Final Drainage Study (2 hard copy, electronic copy)

ii. Final Green Infrastructure Report

The Design Professional will update the draft green infrastructure report based on agreed upon City comments from the 60% submittal review. The Design Professional will also prepare responses to City comments from the 60% submittal review.

Deliverables:

- Final Green Infrastructure Report (2 hard copy, electronic copy)

IV. FINAL PS&E

A. Plans

Design Professional will finalize the plans by incorporating agreed upon City comments from the 100% submittal review. Design Professional will also prepare responses to City comments from the 100% submittal review.

Deliverables:

- Final Plans (2-11x17, electronic copy)
- CAD Deliverables for City Survey Department

B. Specifications

Design Professional will update the SSP's for this project based on the 100% submittal review comments from the City and Caltrans.

Deliverables:

- Final Specifications (2 hard copy, electronic copy)

C. Opinion of Probable Construction Cost

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

Deliverables:

- Final Opinion of Probable Construction Cost (2 hard copy, electronic copy)

V. CONSTRUCTABILITY REVIEW

A. Constructability Review

Design Professional will provide a constructability review of the proposed subsurface MUTA Vault based on a review of the 60% Submittal. A review of the MUTA plans and specifications will be performed and cross-checked with the geotechnical report and will also review the construction limits, staging, and phasing for construction of the MUTA. Red-lines of the plans and specifications will be provided to determine any items that may be missing and should be included in the plans and specifications related to the MUTA.

Deliverables:

- Constructability Review Red-Lines of 60% Plans and Specifications for MUTA

VI. PROJECT MANAGEMENT/COORDINATION

A. Meetings

Design Professional will attend the meetings as noted below and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project Team action items are

addressed. All meetings will be attended by the Project Manager. Up to twelve (12) of the meetings will be attended by the Principal-in-Charge and by an associate principal. Half of the meetings will be attended by a designer. Meetings will also be attended by various subconsultants on an as-needed basis. It is assumed that each meeting will last up to two (2) hours and the City will only be billed for the actual meeting duration. The following are the type of meetings that are anticipated for the project:

- Project Kickoff Meeting (1)
- Monthly Project Design Team Meetings (15)
- City TSW Meetings (4)
- PUD Meetings (2)
- Comment Resolution Design Meetings (3)
- Internal Project Team Meetings (15)

Additional meetings above those previously identified will incur additional charges.

Deliverables

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

B. Project Coordination/Management

Design Professional will provide overall management of the administration of this contract through the Project's PS&E Phase. It is assumed that the Project Manager will spend on average four (4) hours per week, with the Principal-in-Charge spending a total of forty (40) hours and the Associate Principal spending a total of twenty (20) hours for project coordination and project oversight related items. Tasks include:

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

C. Quality Assurance and Quality Control Oversight

Design Professional will incorporate QA/QC procedures into the review of all

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

VII. BID SUPPORT

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

- Respond to design related technical questions and RFIs
- Preparation of necessary addenda to contract document and revise the drawings as necessary for the addenda.

VIII. CONSTRUCTION SUPPORT

A. Construction Support

Design Professional will provide technical support to the City's Resident Engineer (RE) during the Construction Phase of the Project. It is assumed that the Construction Support phase of the project will be a total of twenty-four (24) months. This support will include the following:

- Attendance at the Pre-Pre Construction meeting
- Attendance at the Pre-Construction meeting
- Attendance at up to twelve (12) construction meetings as requested by the City or Resident Engineer
- Review of Contractor submittals for conformance to the Contract Documents
- Provide written approval or disapproval for a substitution request
- Review of RFI/RFC from the contractor and prepare written responses
- Assist the Resident Engineer in preparing, reviewing, and recommending solutions to proposed construction change orders

B. As-Builts

Design Professional will prepare and process as-built corrections to the plans based on the Resident Engineer's redline plans, Contractor redlines, and field observation by the Design Professional. For this item, it is assumed that construction records of the contractors and public agencies will be provided to the Design Professional. As-built corrections will be a compilation of said records. The information submitted by the contractors, other design professionals and public agencies that are incorporated by the Design Professional in the as-built plans will be assumed to be reliable. As-builts will be prepared within four (4) weeks after obtaining all construction redlines.

Deliverables

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

C. Permanent BMP As-Built Certification

Design Professional will perform site observations to confirm that the site

improvements for the project have been constructed in conformance with the City of San Diego's 2018 Storm Water Standards, as reflected in the Green Infrastructure Report and construction plans for the project. The approved Green Infrastructure Report and Green Infrastructure Plan Sheets will be used to verify if field conditions reflect the intended layout for Low Impact Development (LID) site design, source control, and pollutant control BMP(s), as-applicable. If the field conditions are not found to be in conformance, then the specific items of concern will be discussed with the City of San Diego. Discussion could include corrective measures, alternative solutions and subsequent processing and approval through the City.

Perform a total of up to four (4) site visits, and complete of the Permanent BMP Construction Self Certification Form (DS-563) for twelve (12) water quality BMPs. Each water quality BMP will be visited twice: once when the subgrade is installed with class 2 permeable base and once again when the water quality BMPs are completed (i.e., bioretention soil mix installed, rock-lining, and confirmed to have suitable percolation [where applicable]).

It is assumed that the contractor will be responsible for providing percolation tests at BMPs that are expected to allow for infiltration.

Deliverables

- Permanent BMP Construction Self Certification Form (DS-563)

IX. ADDITIONAL SERVICES

A. Traffic Signal Modification with Traffic Control (54th Street and Streamview Drive Intersection)

Design Professional will provide two (2) "D" size sheet at 1"=20' Scale. The traffic signal modification design shall be completed for the intersection of 54th Street and Streamview Drive to accommodate proposed roadway improvements along Streamview Drive. Traffic Signal Modification design will be prepared per the latest edition of the California Manual on Uniform Traffic Control Devices and City of San Diego Standards.

Design Professional will also prepare traffic control plans (2) [1"=40' Scale] for the traffic signal modification in locations where the rest of the traffic control plans do not cover the extent of the required modifications.

- Assumes that two (2) additional phases of traffic control will be required.
- Traffic control design will be prepared per the latest edition of the California Manual on Uniform Traffic Control Devices and City of San Diego Standards.

B. NEPA Technical Studies

Should the project receive Federal Highway Administration (FHWA) funding, NEPA environmental clearance would be required. Through the NEPA Assignment Memorandum of Agreement, Caltrans is responsible for FHWA's responsibilities under NEPA and other federal environmental laws such as the Endangered Species Act and Section 106 of the National Historic Preservation Act.

i. National Environmental Policy Act (NEPA) Preliminary Environmental Study-

Design Professional will prepare a Caltrans Preliminary Environmental Study (PES) form for submittal to the City for review. After City comments are addressed by the Design Professional, the City will submit to Caltrans for review and approval. The purpose of the PES is to identify and receive concurrence from Caltrans regarding the necessary technical studies needed to be prepared for the proposed project and to receive concurrence regarding the need to prepare the NEPA environmental document. It is assumed the NEPA environmental document will be a Categorical Exclusion (CE). The PES will be prepared using existing, available information and no new analyses or detailed evaluations are assumed or included. As directed in the PES, cultural information will be provided entirely by Caltrans. If comments on the PES are received after submittal to Caltrans, the PES will be revised a maximum of one time. Attachments to the PES include figures such as a regional map, project location map, project footprint map, and engineering drawings (if available). No additional figures or graphics are assumed necessary.

The PES form will be prepared using the technical documents prepared by the Design Professional. Design Professional will work with the City to revise the PES form following Caltrans review. This assumes two (2) rounds of review by the City. The City will be responsible for obtaining required signatures from Caltrans.

Deliverables

- PES Form (1 electronic copy)

ii. Community Impact Assessment-

Design Professional will prepare a Community Impact Assessment Memorandum to assess the potential transportation infrastructure impacts as a result of the project. The assessment will address any permanent/temporary impacts that may occur with the proposed improvements (e.g. parking loss, traffic circulation impacts). The memorandum will include recommendations for how any temporary or permanent impacts can be avoided, minimized or mitigated during construction. The memorandum shall also describe project design features or other aspects of the project that avoid or minimize temporary or permanent impacts.

This scope of work assumes two (2) rounds of review comments, one (1) round from the City and one round from Caltrans. The City will review each draft technical memorandum prior to submittal to Caltrans. Based on comments and direction received from the City on the draft technical memorandum, the Design Professional will prepare the proposed final technical memorandum for submittal to Caltrans.

Deliverables

- Draft Community Impact Assessment (1 electronic copy)
- Final Community Impact Assessment (1 electronic copy and 1 hard copy)

iii. Phase I Initial Site Assessment-

Design Professional will prepare a Phase I ISA in support of the NEPA process and will be performed in general conformance with the American Society for Testing and Materials (ASTM) E1527 - 13 (Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process) and ASTM E2600-10 (Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions). The scope of the study will include the following tasks:

- Information Review

Design Professional will review publicly available records/files maintained by the State Water Resources Control Board (SWRCB) and the County of San Diego Department of Environmental Health Services (DEHS) which are available on the State of California GeoTracker website for information pertaining to unauthorized releases along the project alignment and its immediate vicinity. In addition, the consultant will retain the services of Environmental Data Resources, Inc. (EDR), an independent database search company, to perform a search of pertinent Federal, State and local regulatory agency database records. The EDR report also includes historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs and topographical maps. The database search will be extended to a distance of one (1.0) mile from the project alignment.

- Site Reconnaissance

Design Professional will perform a visual reconnaissance of the site to observe current conditions and activities along the project alignment and adjoining properties. Visual indicators of the use or storage of hazardous materials/wastes and potential contamination, such as soil stains, surface spills, stressed vegetation, or other evidence of potential hazardous materials-related conditions will be evaluated and recorded. It must be noted that this task does not include the collection of soil and/or groundwater samples for analytical (chemical) testing.

- Data Analysis and Reporting

The information obtained from our data review and site reconnaissance will be compiled and evaluated, and presented in a written report. The report will address the presence of hazardous waste contamination sources along or in the immediate vicinity that could pose a potential hazard to the project alignment. The report will include all technical data gathered during the course of our study and our preliminary findings and recommendations for further investigation, if applicable, in areas where the presence of contaminated soil or groundwater conditions may exist.

Deliverables

- Draft Phase I Environmental Site Assessment (1 electronic copy)
- Final Phase I Environmental Site Assessment (1 electronic and 1 hard copy)

iv. **Visual Impact Assessment (Minor)-**

Design Professional will prepare a Visual Impact Assessment (VIA) in compliance with the City of San Diego and NEPA requirements. The initial effort will include the creation of project exhibits and written data for inclusion in the VIA document. This task will also provide the foundation for the preparation of the VIA report by focusing on collecting information and data, defining the project, defining the project, defining visual resource issues as well as viewer response issues, researching and documenting thresholds of significance, determining likely visual impacts, developing preliminary mitigation measures, and choosing Key Views. The scope of the study will include the following tasks:

- Prepare Draft Visual Impact Assessment and Report

Design Professional shall prepare the Draft VIA that assesses the potential visual impacts of the proposed project alternative. The visual evaluation shall consider both the “view from the road” and the “view of the road.” This analysis shall be conducted in accordance with the FHWA Manual, Guidelines for the Visual Impact Assessment for Highway Projects (January 2015), with consideration of the City’s Significance Determination Guidelines (January 2011). The VIA evaluation shall define the visual environment of the project alternative, provide a map of the viewshed, and identify Key Views (maximum of three Key Views for the one Build alternative and each design variation). Existing visual resources and viewer types shall be described using the Landscape Unit concept. The number of viewers and location of viewers shall be described. The impact assessment shall use the Caltrans/FHWA significance criteria. That is, the impact evaluation shall address impacts to visual character based on viewer response to the identified key views.

- ✓ Field Visit/Photo Survey- The Design Professional will conduct a field survey and photo survey of the site and surrounding area or review those field efforts already conducted. Existing condition photos will be taken, or chosen, of and from the road. From the existing photos and field survey, up to ten Key views will be determined. The Design Professional shall compile, format, edit and assign locations for all the photos taken in the field visit/photo survey or review previous field efforts to determine which photos are appropriate for use to represent the key views for the VIA.
- ✓ Define Project Characteristics- The Design Professional will define the characteristics of this project through photographic documentation review, descriptions and other information relevant to features and effects of the proposed project alternative. This section will include descriptions of Design Standards, Proposed Project Alternatives, Suggested Design Features, Existing Highway Facilities and Potential Secondary Effects.
- ✓ Define Aspects of the Visual Environment- The Design Professional will establish a baseline of visual/aesthetic resources and likely

viewership within the project area. This section of the VIA will focus on the Regional Landscape, the specific project area, Project Visibility, Landscape Units, and Viewer Groups.

- ✓ Establish Visual Resources Issues- The Design Professional will identify various issues that pertain to the visual resources defined within the project area. This section of the VIA will include descriptions of project area visual character and quality and examine visual resource issues relative to the landscape components involved in the project.
- ✓ Explore Viewer Response Issues- The Design Professional will investigate potential viewer exposure, viewer awareness, sensitivity and viewer expectations within the area of potential effect in an effort to establish a likely viewer response to changes to the surrounding visual environment, as proposed by the project.
- ✓ Determine Likely Visual Impacts- The Design Professional will determine what, if any, visual impacts are likely to result from the proposed project alternative. By focusing on trouble spots and attempting to identify significant impacts, the consultant will be able to recommend avoidance alternatives and potential mitigation measures to lessen perceived impacts.
- ✓ Preliminary Mitigation Measures- A number of potential measures that would avoid or minimize adverse project impacts and concurrently implement current community goals and policies will be identified. The opportunities for project and community synergy will primarily involve land use and circulation improvements that would be developed further through the VIA.
- ✓ Coordinate Structures, Paving and Landscape Aesthetics- The Design Professional shall review the aesthetics and architectural treatments of proposed retaining wall, paving and landscape features, including treatments and location recommendations for median pavings, parkways, landscape treatments, and retaining walls, if any. Recommendations will also be provided for associated appurtenances such as safety barriers, signage, lighting, walkway surfaces, site furnishings, etc.
- ✓ Select Key Views- The Design Professional will propose up to four (4) Key Views for the project from which Caltrans / City may review and approve a maximum of two (2) for use in preparing the two (2) visual renderings. The Key Views are typically of affected views of the proposed project improvements that will show both views to and from the new roadway improvements.
- ✓ Visual Renderings- A maximum of two (2) visual renderings, consisting of existing and proposed key views, will be prepared and included in the Draft VIA submittal. Design Professional shall coordinate with the Staff to finalize the Key Views selection and work with City staff throughout the preparation of the report.

Deliverables

- Draft Visual Impact Assessment (1 electronic copy)
- Final Visual Impact Assessment (1 electronic and 1 hard copy)

v. **NES(MI)-**

Design Professional shall prepare a Natural Environment Study (NES) Minimal Impact (MI) report. The NES(MI) study is intended to support the environmental analysis conducted to satisfy the National Environmental Protection Act (NEPA) consistent with Federal Highway Administration (FHWA) and Caltrans requirements. The following presents a summary of the scope of work and the anticipated costs with assumptions:

- The project will be constructed within existing developed areas. However, conserved habitats potentially occupied by sensitive species may occur within the City of San Diego Multiple Species Conservation Program (MSCP) Subarea Plan's Preserve boundary (Multiple Habitat Planning Area, MHPA). The MHPA is located north of the project site along Chollas Parkway. While no direct impacts to the MHPA are expected, indirect construction noise effects to MSCP-covered species, such as the federally threatened California gnatcatcher (*Polioptila californica californica*), will be addressed in the biological technical report if the project was to be constructed during the gnatcatcher breeding season.
- Design Professional will query and review any existing biological resources data in the project vicinity, including the California Natural Diversity Data Base and City of San Diego MSCP mapping. We will then conduct a reconnaissance biological survey along the project alignment to identify any potentially sensitive biological resources regulated by the federal and state governments, and the City of San Diego. The survey will include an inspection of the vegetation communities located in the MHPA at Chollas Parkway and 54th Street.
- Sensitive biological and potential wetlands resources regulated by federal, state and City of San Diego regulations and guidelines will be documented in a NES(MI). No wetlands have been reported from the study area; however, any sensitive resources associated with the MHPA will be recorded should they be affected by project construction or operation. Based on our findings and the description of the Action, we will determine potential direct and indirect impacts to sensitive biological resources and identify mitigation measures to reduce significant impacts. Should construction occur during the bird breeding season, mitigation measures for migratory birds protected under the Migratory Bird Treaty Act (MBTA) will be addressed.
- The NES(MI) will be reviewed by Caltrans and the City of San Diego. It is assumed that a maximum of two drafts and one final document will be prepared. The consultant will implement minor comments provided by Caltrans to produce the final NES(MI).
- The scope of work includes one site visit (total) with reviewing agencies, including the City of San Diego and Caltrans.

Assumptions:

- The NES(MI) will be prepared pursuant to Caltrans requirements. No biology report following City of San Diego Guidelines will need to be prepared.
- Should it be determined that the MHPA contains suitable habitat for the California gnatcatcher or other MSCP-covered species, and that

construction noise may affect these species, a focused survey pursuant to U.S. Fish and Wildlife Service (USFWS) protocol may need to be conducted during the gnatcatcher breeding season (February 15 through June 30) by a USFWS-certified biologist to determine if the construction noise could indirectly affect these species. Appropriate mitigation measures such as avoidance or minimization (e.g., noise abatement measures) may be required to reduce noise levels to 60 dBA Leq at the MHPA. This work would be done subsequently to the development of the NES, but would be part of the City of San Diego cycle review and approval process. Design Professional will perform these as-needed services under a contract amendment.

Deliverables

- Draft NES(MI) (1 electronic copy)
- Final NES(MI) (1 electronic and 1 hard copy)

C. Environmental Support

Design Professional will provide general services as the project undergoes environmental processing. Management tasks will consist of formal and informal communication with the Design Team, technical team management, City staff, and other applicable agencies. Communication will take the form of telephone conversations, facsimiles and e-mail. Other management responsibilities will include interface with the Design Team on project description information, tracking budgets, and reviewing schedule progress. Up to two (2) team meetings with City staff and/or Caltrans staff will be conducted.

D. Structural Design (Retaining Walls)

Design Professional will provide structural services for the design of up to two (2) cast-in-place retaining walls of heights that are greater than six (6) feet and less than or equal to ten (10) feet. The designs will be used in conjunction with the City of San Diego Standard Drawings and will look to revise the design of the standard footings to minimize the potential for right of way impacts.

Design Professional will also provide bid and construction support associated with the retaining walls, which will include the following:

Bid Support will include the following:

- Response to up to two (2) structural design related technical questions and RFIs
- Preparation of necessary addenda to contract document and revise the drawings as necessary for the addenda.

Construction Support will include the following:

- Attendance at up to two (2) construction meetings as requested by the City or Resident Engineer
- Review of Contractor submittals related to the cast-in-place MUTA Vaults for conformance to the Contract Documents
- Provide written approval or disapproval for a substitution request

- Review of RFI/RFC related to the cast-in-place MUTA Vaults from the contractor and prepare written responses
- Assist the Resident Engineer in preparing, reviewing, and recommending solutions to proposed construction change orders
- Preparation of As-Built drawings

Deliverable: Retaining Wall Structural Calculations and Standard Detail Sheet

E. Structural Design (MUTA Vaults)

Based on the results of the pre-cast versus cast-in-place MUTA Analysis completed during the Conceptual Alternatives Analysis, the Design Professional will provide structural services as follows:

i. Structural Performance Criteria for Pre-Cast MUTA Vaults

If it is determined that pre-cast MUTA Vaults are preferred over cast-in-place vaults, the Design Professional will provide structural performance criteria for the precast MUTA Vaults to be included in the project specifications to ensure that the precast vaults meet structural requirements.

Design Professional will also provide bid and construction support associated with the pre-cast MUTA vaults, which will include the following:

Bid Support will include the following:

- Respond to structural design related technical questions and RFIs
- Preparation of necessary addenda to contract document and revise the drawings as necessary for the addenda.

Construction Support will include the following:

- Attendance at up to two (2) construction meetings as requested by the City or Resident Engineer
- Review of Contractor submittals related to the pre-cast MUTA Vaults for conformance to the Contract Documents
- Review of the Structural Performance Criteria for conformance to the Contract Documents
- Provide written approval or disapproval for a substitution request
- Review of RFI/RFC related to the pre-cast MUTA Vaults from the contractor and prepare written responses
- Assist the Resident Engineer in preparing, reviewing, and recommending solutions to proposed construction change orders

Deliverable: Structural performance Criteria Specifications for pre-cast MUTA Vaults

ii. Structural Design for Cast-in-Place MUTA Vaults

If it is determined that a cast-in-place MUTA Vault is preferred over pre-cast MUTA vaults, the Design Professional will provide structural design services for the design of two (2) cast-in-place concrete MUTA Vaults. The MUTA Vaults will be designed to meet the 2019 California Building Code requirements. Services will also include the preparation of plans,

specifications, and an opinion of probable construction cost associated with the cast-in-place MUTA Vaults.

Design Professional will also provide bid and construction support associated with the cast-in-place MUTA vaults, which will include the following:

Bid Support will include the following:

- Respond to structural design related technical questions and RFIs
- Preparation of necessary addenda to contract document and revise the drawings as necessary for the addenda.

Construction Support will include the following:

- Attendance at up to two (2) construction meetings as requested by the City or Resident Engineer
- Review of Contractor submittals related to the cast-in-place MUTA Vaults for conformance to the Contract Documents
- Provide written approval or disapproval for a substitution request
- Review of RFI/RFC related to the cast-in-place MUTA Vaults from the contractor and prepare written responses
- Assist the Resident Engineer in preparing, reviewing, and recommending solutions to proposed construction change orders
- Preparation of As-Built drawings

Deliverable: Cast-in-place MUTA Vault structural plans, specifications, and opinion of probable construction cost

F. Construction Simulation Video

Design Professional shall prepare a construction simulation/animation of the construction sequencing of the project that can be utilized by the City. The simulation will utilize a variety of CAD, Google Earth, SketchUp, 3D Studio Max, Lumen RT and Adobe After Effects and Premiere Pro to accomplish. The construction simulation video shall generate a detailed model of the roadway and will incorporate visual effects including vehicles, bicyclists, pedestrians, lighting, etc. The video simulation will be prepared based on coordination with the design team and will identify the construction sequencing of the MUTA Vault, the roadways, and the utilities.

Deliverable: Construction Simulation Video

G. Community Outreach

Design Professional will provide as-needed community outreach support to the City in support of the Final Engineering Phase of the Project. Services included could include development of a Stakeholder Database and Concise Communication plan, proactive community outreach and presentations, coordination of open house events, development of a project fact sheet and City website content, preparation of notification letters to be sent to the community, and preparation of presentation materials or information graphics to support public outreach presentations.

H. Additional Storm Drain Upstream of Hasty Street

The Design Professional will design and analyze the addition of approximately 600 linear feet of new storm drain and inlets upstream of the existing storm drain system along Streamview Drive from Hasty Street to Boren Street due to the proposed roundabout at Boren St. Proposed condition hydrology and hydraulics will be completed for the system from the outfall into Chollas Creek upstream through the new storm drain system up to Boren St. This task also includes the preparation of storm drain plan and profile sheets (2 Sheets) [1"=20' Scale] for the added storm drain and inlets that would be located at the Boren Street roundabout.

Deliverables:

- Additional Storm Drain Plan and Profile Sheets
- Inclusion of analysis results in the Drainage Study

I. OTHER ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

Reimbursable Expenses shall include printing, Mylar's, deliveries, mileage, and miscellaneous expenses.

GENERAL ASSUMPTIONS AND EXCLUSIONS:

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

- It is assumed that the City will provide a MicroStation file using City of San Diego standards for the preliminary aerial topography, initial field surveying along the project corridor (including rim and invert elevations of all existing utility appurtenances within the project limits), field/survey monuments along the project corridor, and right of way mapping.
- Site Development Plan (SDP)- It is assumed that due to there being negligible environmental impacts, an SDP submittal to DSD will not be required.
- It is assumed that right of way mapping services are not required for this project and that surveyed property lines will not be required to be shown on the plans (Note: GIS property lines will be shown to distinguish where each address is approximately located along the corridor).
- SWPPP / General Construction Permit – It is assumed this will be prepared by the contractor (if applicable); therefore, this is not included as part of this scope of services.
- PDP SWQMP – The improvements along Streamview Drive are assumed to be treated via Green Infrastructure in the parkways or bulb outs and will be documented in a Green Street Letter Report to document the proposed GI and the City of San Diego's Green Street PDP Exempt requirements. Therefore, a PDP SWQMP specific to the proposed project improvements is excluded at this time.
- IB-511 for geotechnical and utility potholing investigations is excluded
- Preparation of Plat and Legal Documents is excluded

EXHIBIT A

- Right of Way Acquisition Services are excluded
- CEQA Environmental Technical Reports are excluded
- Right of Entry Permits are excluded
- Printing and deliverables in addition to those listed in the scope of services is excluded
- Erosion Control Plans are excluded
- Traffic Control Plans except at locations identified in the scope are excluded
- Downstream Analysis of Existing Channels or Storm Drains, except as specifically indicated above are excluded
- Detention analysis beyond the anticipated detention analysis for the proposed MUTA are excluded
- Hydromodification Analysis – HMP analysis is not anticipated as part of this project, and therefore continuous simulation modeling using EPA SWMM or other H&H software is excluded.
- Landscape and Irrigation Plans are excluded
- Storm water BMP swales or retention basins will exclude landscaping.
- Water, sewer, and storm drain replacement within the limits of the Streamview Drive Improvements Phase 1 Project is excluded
- Storm drain replacement other than the locations identified in the above scope is excluded
- Traffic Analysis is excluded
- Shoring Design is excluded

COMPENSATION AND FEE SCHEDULE

RICK ENGINEERING COMPANY

SUBJECT: Environmental, Final Engineering, and Construction Support Compensation Schedule

I. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS

A. Site Investigations and As-Built Research		
RICK		\$14,490
West Coast Civil		\$5,180
B. Supplemental Field Surveying		
RICK		\$10,568
C. Base Map Preparation		
RICK		\$18,400
West Coast Civil		\$7,580
D. Geotechnical Investigations		
Allied Geotechnical		\$21,300
E. Utility Investigations		
Geophysical Utility Locating (Southwest Geophysics)		\$3,840
F. Conceptual Alternatives Analysis		
RICK		\$34,345
MSA		\$18,856
Geosyntec		\$12,656
Belcourt Engineering		\$7,700
Martin and Libby		\$9,680
West Coast Civil		\$13,350
Conceptual Plans		
RICK		\$21,790
Estrada Land Planning		\$25,620
	Preliminary Investigations and Technical Reports Total	\$225,355

II. 60% PLANS, SPECIFICATIONS, AND ESTIMATE

A. Plans		
RICK		\$207,600
MSA		\$12,926
West Coast Civil		\$62,380
Geosyntec		\$33,596
Estrada Land Planning		\$5,810
B. Opinion of Probable Construction Cost		
RICK		\$7,475
West Coast Civil		\$2,050
Geosyntec		\$2,786
C. Specifications		
RICK		\$1,645
West Coast Civil		\$1,335
Geosyntec		\$1,972
D. Drainage and Water Quality Reports		
Preliminary Drainage Study (RICK)		\$30,960
Preliminary Green Infrastructure Report (Geosyntec)		\$29,808
E. Utility Investigations		
Utility Potholing (AirX)		\$37,816
	60% Submittal Total	\$438,159

III. 100% PLANS, SPECIFICATIONS, AND ESTIMATE

A. Plans		
	RICK	\$95,575
	MSA	\$4,993
	West Coast Civil	\$29,780
	Geosyntec	\$9,904
	Estrada Land Planning	\$2,900
B. Opinion of Probable Construction Cost		
	RICK	\$4,535
	West Coast Civil	\$1,875
	Geosyntec	\$1,803
C. Specifications		
	RICK	\$7,300
	West Coast Civil	\$1,025
	Geosyntec	\$14,976
D. Drainage and Water Quality Reports		
	Preliminary Drainage Study (RICK)	\$7,510
	Preliminary Green Infrastructure Report (Geosyntec)	\$5,152
	100% Submittal Total	\$187,328

IV. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

A. Plans		
	RICK	\$40,550
	West Coast Civil	\$5,800
	Geosyntec	\$4,836
	Estrada Land Planning	\$1,700
B. Opinion of Probable Construction Cost		
	RICK	\$3,415
	West Coast Civil	\$1,025
	Geosyntec	\$1,511
C. Specifications		
	RICK	\$3,310
	West Coast Civil	\$1,025
	Geosyntec	\$3,360
	Final Submittal Total	\$66,532

V. CONSTRUCTABILITY REVIEW

A. Constructability Review		
	Belcourt Engineering	\$7,000
	Constructability Review Total	\$7,000

VI. PROJECT MANAGEMENT/COORDINATION

A. Meetings		
RICK		\$35,375
West Coast Civil		\$8,730
Geosyntec		\$9,100
Estrada Land Planning		\$2,020
B. Project Coordination and Oversight		
RICK		\$57,800
C. Quality Assurance and Quality Control Oversight		
RICK		\$9,200
	Project Management/Coordination Total	\$122,225

VII. BID SUPPORT

A. Bid Support		
RICK		\$4,130
West Coast Civil		\$1,335
Geosyntec		\$1,892
	Bid Support Total	\$7,357

VIII. CONSTRUCTION SUPPORT

A. Construction Support		
RICK		\$60,480
West Coast Civil		\$5,665
Geosyntec		\$17,172
Estrada Land Planning		\$1,010
B. As-Builts		
RICK		\$15,380
West Coast Civil		\$5,000
Geosyntec		\$3,334
Estrada Land Planning		\$610
C. Permanent BMP As-Built Certification		
RICK		\$6,460
	Construction Support Total	\$115,111

REIMBURSABLE EXPENSES

Rick Engineering Company	\$10,000
West Coast Civil	\$500
Geosyntec	\$500
Estrada Land Planning	\$275
AirX	\$360
MSA	\$1,600
Allied Geotechnical	\$11,800
Belcourt	\$300
Libby Engineering Inc.	\$2,600
TTG	\$400
	Reimbursable Expenses Total
	\$28,335

IX. ADDITIONAL SERVICES

A.	Traffic Signal Modification w/ Traffic Control (RICK)	\$17,335
B.	NEPA	
	PES Preparation (TTG)	\$5,120
	Community Impact Assessment (TTG)	\$5,120
	NESMI (Schaefer)	\$10,020
	Phase I ISA (Allied Geotechnical)	\$13,000
	Visual Impact Assessment (Estrada)	\$22,740
C.	Environmental Support	
	RICK	\$4,480
	TTG	\$3,200
D.	Structural Design and Const Support Retaining Walls (Libby Engineering)	\$14,535
E.	Structural Design and Const Support MUTA Vaults (Libby Engineering)	\$74,630
F.	Construction Simulation Video (RICK)	\$15,040
G.	Community Outreach (CityWorks)	\$38,000
H.	Additional Storm Drain Upstream of Hasty St (RICK)	\$13,935
I.	Other Additional Services	\$100,000
	Total Additional Services	\$337,155
	Total Scope of Services	\$1,197,402
	Total Scope of Services and Additional Services	\$1,534,557

(RICK) TASK:		PRINCIPAL	ASSOCIATE PRINCIPAL	ASSOCIATE	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	FIELD SUPERVISOR	PRINCIPAL SURVEY ANALYST	TWO PERSON SURVEY CREW	REVISED PROPOSED COST(\$):	Task Total(\$):
<i>Hourly Rate</i>		\$245.00	\$230.00	\$215.00	\$190.00	\$175.00	\$140.00	\$110.00	\$190.00	\$175.00	\$302.00		
I.	PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS												
	Site Investigations and As-Built Research	2				16	80					\$14,490	
	Supplemental Field Surveying		2						4	12	24	\$10,568	
	Base Map Preparation					16	80	40				\$18,400	
	Base Map Preparation					16	80	40				\$18,400	
	Conceptual Alternatives Analysis												
	Drainage and Water Quality	1	2			12	48	20				\$11,725	
	Roundabouts	1				16	72	32				\$16,645	
	Utilities	1				6	24	12				\$5,975	
	Conceptual Plans	2				20	80	60				\$21,790	
	TASK 1 TOTAL:	7	4	0	0	86	384	164	4	12	24		\$99,593
II.	60% PS&E												
	Plans												
	Title Sheet					1	4	2				\$955	
	Sheet Index Sheet					1	4	2				\$955	
	Key Map Sheet					1	4	4				\$1,175	
	Typical Cross Section Sheets	1				10	40	20				\$9,795	
	Demolition Sheets	1				20	80	60				\$21,545	
	Improvement Plan Sheets	1				30	120	60				\$28,895	
	Profile Sheets	1				20	80	40				\$19,345	
	Roundabout Detail Sheets	1				16	60	40				\$15,845	
	Curb Ramp Location Sheet					2	8	8				\$2,350	
	Curb Ramp/ADA Detail Sheets (8 Ramps)	1				16	64	32				\$15,525	
	Driveway Detail Sheets (14 Driveways)	1				14	56	28				\$13,615	
	Signing and Striping Plans			2		12	64					\$11,490	
	Traffic Control Plans (54th and Streamview)			2		4	12					\$2,810	
	Green Infrastructure Key Map					2	8	4				\$1,910	
	Green Infrastructure Plans	1	1			22	90	45				\$21,875	
	Storm Drain Plans	1	1			16	72	36				\$17,315	
	Monument Sheet	1				4	4	8				\$2,385	
	Retaining Wall Plan and Profile	1				3	26	6				\$5,070	
	Staging Plans	1				16	60	30				\$14,745	
	Specifications (List of Special Provisions)	1				8						\$1,645	
	Opinion of Probable Construction Cost	1	1			8	40					\$7,475	
	Drainage and Water Quality Reports												
	Draft Drainage Study		8			48	148					\$30,960	
	TASK 2 TOTAL:	14	11	4	0	274	1044	425	0	0	0		\$247,680
III.	100% PS&E												
	Plans												
	Title Sheet						1					\$140	
	Sheet Index Sheet						1					\$140	
	Key Map Sheet						1					\$140	
	Typical Cross Section Sheets	1				2	8	4				\$2,155	
	Demolition Sheets	1				4	20	8				\$4,625	
	Improvement Plan Sheets	1				16	60	30				\$14,745	
	Profile Sheets	1				10	40	20				\$9,795	
	Roundabout Detail Sheets	1				15	30	15				\$8,720	
	Curb Ramp Location Sheet					1	2	2				\$675	
	Curb Ramp/ADA Detail Sheets (8 Ramps)	1				8	32	16				\$7,885	
	Driveway Detail Sheets (14 Driveways)	1				6	24	12				\$5,975	
	Detail Sheets	1				8	32	20				\$8,325	
	Signing and Striping Plans			2		8	16					\$4,070	
	Traffic Control Plans (54th and Streamview)			2		2	4					\$1,340	
	Green Infrastructure Plans	1	1			11	46	22				\$11,260	
	Storm Drain Plans	1	1			8	36	18				\$8,895	
	Monument Sheet						1	1				\$250	
	Retaining Wall Plan and Profile	1				1	4	4				\$1,420	
	Staging Plans	1				5	20	10				\$5,020	
	Specifications	6	1			32						\$7,300	

(RICK) TASK:		PRINCIPAL	ASSOCIATE PRINCIPAL	ASSOCIATE	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	FIELD SUPERVISOR	PRINCIPAL SURVEY ANALYST	TWO PERSON SURVEY CREW	REVISED PROPOSED COST(\$):	Task Total(\$):
<i>Hourly Rate</i>		\$245.00	\$230.00	\$215.00	\$190.00	\$175.00	\$140.00	\$110.00	\$190.00	\$175.00	\$302.00		
Opinion of Probable Construction Cost		1	1			4	24					\$4,535	
Drainage and Water Quality Reports													
Final Drainage Study			1			16	32					\$7,510	
TASK 3 TOTAL:		19	5	4	0	157	434	182	0	0	0		\$114,920
IV. FINAL PS&E													
Plans													
Title Sheet							1					\$140	
Sheet Index Sheet							1					\$140	
Key Map Sheet							1					\$140	
Typical Cross Section Sheets						1	4	2				\$955	
Demolition Sheets						2	8	4				\$1,910	
Improvement Plan Sheets		1				9	36	18				\$8,840	
Profile Sheets		1				5	20	10				\$5,020	
Roundabout Detail Sheets		1				2	10	5				\$2,545	
Curb Ramp Location Sheet							1					\$140	
Curb Ramp/ADA Detail Sheets (8 Ramps)		1				2	8	4				\$2,155	
Driveway Detail Sheets (14 Driveways)		1				2	6	4				\$1,875	
Detail Sheets		1				4	16	12				\$4,505	
Signing and Striping Plans				1		2	4					\$1,125	
Traffic Control Plans (54th and Streamview)				1		1	2					\$670	
Green Infrastructure Plans		1	1			4	18	9				\$4,685	
Storm Drain Plans		1	1			4	16	8				\$4,295	
Retaining Wall Plan and Profile						1	2					\$455	
Staging Plans						1	4	2				\$955	
Specifications		4	1			12	48					\$3,310	
Opinion of Probable Construction Cost		1	1			4	16					\$3,415	
TASK 4 TOTAL:		13	4	2	0	56	174	78	0	0	0		\$47,275
VI. PROJECT MANAGEMENT/COORDINATION													
Meetings		24	24			105	40					\$35,375	
Project Coordination and Oversight		40	20			248						\$57,800	
QA/QC Oversight			40									\$9,200	
TASK 6 TOTAL:		64	84	0	0	353	40	0	0	0	0		\$102,375
VII. BID SUPPORT													
Bid Support		2				8	16					\$4,130	
TASK 7 TOTAL:		2	0	0	0	8	16	0	0	0	0		\$4,130
VIII. CONSTRUCTION SUPPORT													
Construction Support		16		14		90	270					\$60,480	
As-Builts		2		2		8	32	78				\$15,380	
Permanent BMP As-Built Certification			1			10	32					\$6,460	
TASK 8 TOTAL:		18	1	16	0	108	334	78	0	0	0		\$82,320
IX. ADDITIONAL SERVICES													
Traffic Signal Modification w/ Traffic Control				9		16	90					\$17,335	
Environmental Support		4				20						\$4,480	
Construction Simulation Video					4	16	82					\$15,040	
Additional Storm Drain Upstream of Hasty St		1	4			14	58	20				\$13,935	
TASK 9 TOTAL ADDITIONAL SERVICES:		5	4	9	4	66	230	20	0	0	0		\$50,790
DIRECT CHARGES													
Reimbursable Expenses												\$10,000	
DIRECT CHARGES TOTAL:													\$10,000
PROJECT TOTAL:		142	113	35	4	1108	2656	947	4	12	24		\$759,083

ODC & Miscellaneous Expenses					
Drill Rig Rental			lump	- - \$ 11,000.00	
County of San Diego DEH Permit Fee			lump	- - \$ 600.00	
Expendable Field Supplies			lump	- - \$ 200.00	
SUBTOTAL OF ODC & MISCELLANEOUS EXPENSES:				\$ 11,800.00	
ESTIMATED TOTAL COST:					
NOT-TO-EXCEED:					
ADDITIONAL SERVICES - NEPA PHASE I ISA					
Information Review	8			\$ 1,200.00	
Site Reconnaissance	8			\$ 1,200.00	
Report Preparation	4	32	8	8	\$ 6,572.00
Project Administration	4	6		6	\$ 1,960.00
				\$ 10,932.00	
ODC & Miscellaneous Expenses					
EDR Report			lump	- EXHIBIT \$ 2,000.00	
SUBTOTAL OF ODC & MISCELLANEOUS EXPENSES:				\$ 2,000.00	
ESTIMATED TOTAL COST:					
TOTAL ADDITIONAL SERVICES:					
TOTAL PROJECT COST:					
				\$ 12,932.00	
				\$ 13,000.00	
				\$ 46,100.00	

(AirX) TASK:	PRINCIPAL	PROJECT MANAGER	ENCROACHMENT / TRAFFIC PLAN DRAFTER	ELECTRONIC TRACKING LOCATOR	POTHOLING VEHICLE OPERATOR / HAULER	POTHOLING DRILLING CREW LABORER	REPORT DRAFTER	SUBCONSULTANT TOTAL	REVISED PROPOSED COST(\$):	Task Total(\$):
<i>Hourly Rate</i>	\$175.00	\$125.00	\$125.00	\$170.50	\$159.00	\$158.00	\$75.00	-		
II. 60% PS&E SUBMITTAL										
Utility Investigations										
Utility Potholing (AirX)		18		8	84	112	12		\$35,566	
Potholing Traffic control plan drafting, processing, and permitting (AirX)			18						\$2,250	
TASK 2 TOTAL:										\$37,816.00
DIRECT CHARGES										
Reimbursable Expenses									\$360	
DIRECT CHARGES TOTAL:										\$360
PROJECT TOTAL:										\$38,176.00

TASK:	PRINCIPAL	REVISED PROPOSED COST(\$):	Task Total(\$):
<i>Hourly Rate</i>	\$175.00		
I. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS			
Conceptual Design Analysis (MUTA Precast vs. Cast-in-Place Analysis)	32	\$5,600	
Meetings	12	\$2,100	
TASK 1 TOTAL:			\$7,700
V. CONSTRUCTABILITY REVIEW			
100% Submittal Constructability Review	40	\$7,000	
TASK 5 TOTAL:			\$7,000
DIRECT CHARGES			
Reimbursable Expenses - Mileage (Site Visits/Meetings)		\$300	
DIRECT CHARGES TOTAL:			\$300
PROJECT TOTAL:			\$15,000

(CITYWORKS) TASK:		PARTNER	SENIOR GRAPHIC DESIGNER	PROJECT MANAGER	ASSISTANT	ASSOCIATE	REVISED PROPOSED COST(\$):	Task Total(\$):
	<i>Hourly Rate</i>	\$220.00	\$115.00	\$140.00	\$70.00	\$80.00		
IX.	ADDITIONAL SERVICES							
	Community Outreach (As-Needed Support)	48	20	136	38	43	\$38,000	
	TASK 9 TOTAL ADDITIONAL SERVICES:	48	20	136	38	43		\$38,000
	TOTAL ADDITIONAL SERVICES:	48	20	136	38	43		\$38,000

(Estrada Land Planning) Task	Princ.	Sr. L.Arch.	Sr.L.Des	L.Des	Asst. L.Des.	Admin.	Total	Total
	\$250.00	\$160.00	\$120.00	\$110.00	\$80.00	\$50.00	Hours	Costs
I. Conceptual Alternatives Analysis								
Kickoff meeting / Concept review meeting w/ Client		3					3	\$480
Coord, base/ sht setup		2			10		12	\$1,120
Research City stds/rqmts.		4					4	\$640
Field Reconnaissance		6			6		12	\$1,440
Landscape Design - rdabts, medians, parkway, BMPs		51	40		66		157	\$18,240
LCP Color Graphic Plan	2	4			18		24	\$2,580
Paving Aesthetics		6			8		14	\$1,600
Meeting (1 max.), prep & attend		7			4	2	13	\$1,540
Labor	2	83	40	0	112	2	239	\$27,640
SUBTOTAL								\$27,640
II. 60% Submittal								
Hardscape Details - 1 sheets		8	15		25		48	\$5,080
Submittal prep		2			2	5	9	\$730
Labor	0	10	15	0	27	5	57	\$5,810
SUBTOTAL								\$5,810
III. 100% Submittal								
Hardscape Details - 1 sheets		4			6		10	\$1,120
Monument Sign Design / specs		4			7		11	\$1,200
Submittal prep		2			2	2	6	\$580
Labor	0	10	0	0	15	2	27	\$2,900

SUBTOTAL								\$2,900	
IV. Final Submittal									
Plan Set Drawing Revisions		4			6		10	\$1,120	
Submittal prep		2			2	2	6	\$580	
Labor	0	6	0	0	8	2	16	\$1,700	
SUBTOTAL								\$1,700	
VIII. Construction Support									
Construction Support		6				1	10	\$1,010	
As-Builts		1			5	1	10	\$610	
Labor	0	7	0	0	5	2	14	\$1,620	
SUBTOTAL								\$1,620	
IX. ADDITIONAL SERVICES - NEPA VISUAL ASSESSMENT									
Review NEPA requirements		3					3	\$480	
Prepare written report outline		18					18	\$2,880	
Visual Renderings (2)	2	6	65		20		93	\$10,860	
Field Reconnaissance		3	4				7	\$960	
Final Report		38					38	\$6,080	
Coordination		8				4	12	\$1,480	
Labor	2	76	69	0	20	4	171	\$22,740	
TOTAL ADDITIONAL SERVICES								\$22,740	
TOTALS									
TOTAL HOURS	2	109	55	0	162	11	339		
								Estrada Fee:	\$62,410
								Reimbursables:	\$275
								TOTAL FEE	\$62,685

TASK:	PRINCIPAL	PROJECT ENGINEER	DESIGNER	SUBCONSULTANT TOTAL	REVISED PROPOSED COST(\$):	Task Total(\$):	
<i>Hourly Rate</i>	\$190.00	\$150.00	\$100.00				
I. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS							
Conceptual Alternatives Analysis							
Pre-cast versus Cast-in-Place MUTA Structural Analysis	8	32	0		\$6,320		
Pre-cast versus Cast-in-Place MUTA Cost Analysis				\$2,000	\$2,000		
Meeting (1)	4	4	0		\$1,360		
TASK 1 TOTAL:						\$9,680	
IX. ADDITIONAL SERVICES							
Structural Design (Retaining Walls)							
<i>Structural Design for Retaining Walls</i>							
Retaining Wall Design	10	36	24		\$9,700		
Bid Support	2.5	6	2		\$1,575		
Construction Support	4	14	4		\$3,260		
						\$14,535	
Structural Design (MUTA Vaults) *							
<i>Structural Performance Criteria for Pre-cast MUTA Vault</i>							
Structural Performance Criteria	12	12			\$4,080		
Bid Support	1	4	2		\$990		
Construction Support	6	24	6		\$5,340		
						\$10,410	
<i>Structural Design (Cast-in-Place MUTA Vault)</i>							
Meeting to establish design criteria	4	4			\$1,360		
Review Soils Report to find soil pressures	2	4			\$980		
Review ACI 350 and other documents and make recommendations for durability and longevity	4	6			\$1,660		
Model Storage Vault	6	35			\$6,390		
Model Media Vault	6	30			\$5,640		
Run Design Software - select selection, etc.	6	40			\$7,140		
Details	20	60			\$12,800		
Preparation of Sheets (9 Total)			162		\$16,200		
Review Meeting	4	4			\$1,360		
Address (Minor) Comments	2	4	4		\$1,380		
Opinion of Probable Construction Cost	10	36	4		\$7,700		
Specifications	4	12			\$2,560		
Bid Support	6	10	6		\$3,240		
Construction Support	18	12	10		\$6,220		
						\$74,630	
TASK 9 TOTAL ADDITIONAL SERVICES:	Includes Sum of Structural Design (Retaining Walls) and Structural Design (Cast-in-Place MUTA Vault)						\$89,165
DIRECT CHARGES							
Reimbursable Expenses					\$2,600		
DIRECT CHARGES TOTAL:						\$2,600	
PROJECT TOTAL:						\$101,445	

* Note: For Structural Design (MUTA Vaults) Additional Services, either the cast-in-place or the pre-cast option will be utilized. The greater of the two totals will be used for budget purposes, but if the option with the lower cost is utilized then the City will only be charged for the lower total

(Southwest Geophysics) TASK:	TECHNICIAN (2-PERSON CREW)	SUBCONS- ULTANT TOTAL	REVISED PROPOSED COST(\$):	Task Total(\$):
<i>Hourly Rate</i>	\$240.00	-		
I. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS				
Utility Investigations				
Geophysical Utility Locating (Southwest Geophysics)	16		\$3,840	
TASK 1 TOTAL:				\$3,840
PROJECT TOTAL:				\$3,840

TIME SCHEDULE

EXHIBIT C

TIME SCHEDULE

Tasks	Task Duration	Task Duration Timeline (from Contract NTP)
1. Preliminary Investigations and Technical Reports	6 weeks	Weeks: 1-6
2. Geotechnical/Field Investigation	8 weeks	Weeks: 3-10
3. Conceptual Alternatives Analysis	4 weeks	Weeks: 7-10
4. City and Department Review - Alternatives Analysis	8 weeks	Weeks: 11-18
5. 60% PS&E Preparation	10 weeks	Weeks 19-28
6. City Review - 60% Submittal	8 weeks	Weeks: 29-36
7. 100% PS&E Preparation	8 weeks	Weeks: 37-44
8. City Review - 100% Submittal	8 weeks	Weeks: 45-52
9. Final PS&E Submittal	8 weeks	Weeks: 53-60
10. City Review/Approval	2 weeks	Weeks: 61-62
11. Bid/Award	24 weeks	Weeks: 63-86
12. Construction Support	130 weeks	Weeks: 87-216
13. As-Builts	4 weeks	Weeks: 217-220

Additional Services	Task Duration
1. Traffic Signal Modification with Traffic Control	4 weeks
2. NEPA Technical Studies	8 weeks
3. Environmental Support	8 weeks
4. Structural Design and Construction Support (Retaining Walls)	202 weeks
5. Structural Design and Construction Support (MUTA Vaults)	202 weeks
6. Construction Simulation Video	4 weeks
7. Community Outreach	42 weeks
8. Additional Storm Drain Upstream of Hasty Street	4 weeks

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

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.

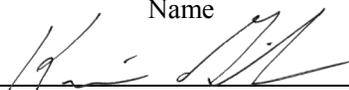
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned 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:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
N/A	N/A	N/A	N/A	N/A	N/A

Design Professional Name Rick Engineering Company

Certified By Kevin Gibson, PE Title Principal-in-Charge

Name



Signature

Date November 25, 2019

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Glenn A. Rick Engineering & Development Company

ADA/DBA: Rick Engineering Company

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

City: San Diego County: San Diego State: CA Zip: 92110

Telephone Number: (619) 291-0707 Fax Number: N/A

Name of Company CEO: Roger Ball, PE

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

Address: Same as above

City: Same as above County: Same as above State: Same as above Zip: Same as above

Telephone Number: Same as above Fax Number: N/A Email: See EEOO contact below

Type of Business: California Corporation Type of License: --

The Company has appointed: Kristin Gendron

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

Address: 5620 Friars Road, San Diego, CA 92110

Telephone Number: (619) 291-0707 Fax Number: N/A Email: kgendron@rickengineering.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 Rick Engineering Company
(Firm Name)

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

herein is true and correct. This document was executed on this 25th day of November, 2019

Kristin M. Gendron
(Authorized Signature)

Kristin M. Gendron
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Rick Engineering Company DATE: November 25, 2019

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

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

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1						3		15	10		
Professional														
A&E, Science, Computer	1	2	25	2	8	6			3	3	38	17		
Technical														
Sales														
Administrative Support				6	1					4	3	10		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	26	8	9	6	0	0	6	7	56	37	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees	158
---------------------------	-----

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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**
AirX Utility Surveyors, Inc. 2534-C E El Norte Pkwy, Escondido, CA 92027	Potholing	2.49%	SLBE/WBE	Supplier Clearinghouse/ The City of San Diego
Allied Geotechnical Engineers 9500 Cuyamaca Ste. 102, Santee, CA 92071	Geotechnical	3.00%	ELBE/MBE/ WBE/DVBE	City of San Diego/ Dept. of General Services
Belcourt Engineering Group, LLC PO Box 910104, San Diego, CA 92191	Constructability Review	0.98%	ELBE	The City of San Diego
CityWorks People+Places, Inc. 110 West A Street, Ste. 600, San Diego, CA 92101	Public Relations/Outreach	2.48%	SLBE/DBE	City of San Diego/ CUCP
Estrada Land Planning, Inc. 225 Broadway, Ste. 1160, San Diego, CA 92101	Landscape	4.08%	SLBE/WMBE/DBE	Supplier Clearinghouse/ Unified Certification Program
Geosyntec Consultants; 900 Broken Sound Pkwy NW, Ste. 200, Boca Raton, FL 33487	Water Quality	10.06%	OBE	N/A
Martin & Libby Structural Engineers, LLC 4425 Glacier Avenue, San Diego, CA 92120	Structural	6.61%	SLBE/WBE/DBE	The City of San Diego
MSA Professional Services, Inc./Ourston, 2310 Parklake Dr. NE, Ste. 390, Atlanta, GA 30345	Roundabout Design	2.50%	OBE	N/A
Schaefer Ecological Solutions 815 Madison Ave, San Diego, CA 92116	Biology	0.65%	ELBE/DBE	City of San Diego/ CUCP
Southwest Geophysics, Inc. 6280 Riverdale St., Ste. 200, San Diego, CA 92120	Utility Locating	0.25%	OBE	N/A
TTG Environmental 8885 Rio San Diego Dr., San Diego, CA 92108	Environmental Permitting	0.90%	ELBE/WBE/DBE/MBE	The City of San Diego/ CUCP
West Coast Civil, Inc. 10650 Falcon Way #104, San Diego, CA 92131	Wet Utilities	10.01%	ELBE/MBE	The 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
- 2. Name of Specific Consultant & Company: Rick Engineering Company
- 3. Address, City, State, ZIP: 5620 Friars Road, San Diego, CA 92110
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of Streamview Drive Improvement - Phase 2
- 5. Consultant Duties for Project: 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.]

DSW By: ABI PALASEYED ASST. DEPUTY DIRECTOR JAN 3, 2020
[Name/Title]* [Date]

A. Palaseyed

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.

1/28/2006

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			
Consultant Rating	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <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:

Civil Engineering Services for the City of San Diego Design of Streamview Drive Improvements – Phase 2

Contract Number: H197062

Proposer: Rick Engineering Company (RICK)

B. BIDDER PROPOSER INFORMATION

Glenn A. Rick Engineering Development & Company		Rick Engineering Company	
Legal Name		DBA	
5620 Friars Road	San Diego	California	92110
Street Address	City	State	Zip
Kevin Gibson, PE, Principal-in-Charge	(619) 291-0707	N/A	
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.

Kevin Gibson, PE	Principal
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
4% Ownership in Rick Engineering Company	
Interest in the transaction	

Nick Dorner, PE	Project Manager
Name	Title/Position
Santee, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Zero direct interest, indirectly involved	
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.

Partnership

Date formed: ____/____/____

State of formation: _____

List names of all firm partners:

N/A

Sole Proprietorship Date started: ____/____/____

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

N/A

Joint Venture Date formed: ____/____/____

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

N/A

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: California Bank & Trust

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

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

Phone Number: (858) 623-3120

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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: Unified Port of San Diego

Contact Name and Phone Number: Yeshi Mulugeta, (619) 686-6250

Contact Email: ymuluget@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2010-2014

Contract Amount: Design Fee: \$690,000

Requirements of Contract: Engineering Design and Contract Administration

Company Name: City of San Diego

Contact Name and Phone Number: Jesus Garcia, PE, (619) 533-5410

Contact Email: jesusg@sandiego.gov

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

Contract Date: On-going

Contract Amount: Design Fee: \$1,250,000

Requirements of Contract: Civil Engineering

Company Name: City of San Diego

Contact Name and Phone Number: Sheila Bose, Project Manager, (619) 533-4698

Contact Email: sbose@sandiego.gov

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

Contract Date: On-going

Contract Amount: \$1,600,000

Requirements of Contract: Civil Engineering

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: AirX Utility Surveyors, Inc.

Contact Name and Phone Number: Stephen Tueting, (760) 480-2347

Contact Email: stueting@airxus.com

Address: 2534-C E El Norte Pkwy, Escondido, CA 92027

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Potholing

What portion of work will be assigned to this subcontractor: 2.49%

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.

Company Name: Allied Geotechnical Engineers, Inc.

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

Contact Email: s_sutanto@alliedgeo.org

Address: 9500 Cuyamaca St # 102, Santee, CA 92071

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Geotechnical

What portion of work will be assigned to this subcontractor: 3.00%

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

Company Name: Belcourt Engineering Group, LLC

Contact Name and Phone Number: Mohamed Adjroud, (858) 837-0749

Contact Email: madjroud@belcourten.com

Address: PO Box 910104, San Diego, CA 92191

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Constructability Review

What portion of work will be assigned to this subcontractor: 0.98%

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

Company Name: CityWorks People+Places

Contact Name and Phone Number: Catherine Smith, (619) 238-9091 ext. 112

Contact Email: catherine.smith@cityworks.biz

Address: 110 West A Street #600, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Public Relations/Outreach

What portion of work will be assigned to this subcontractor: 2.48%

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

Company Name: Estrada Land Planning

Contact Name and Phone Number: Vicki Estrada, (619) 236-0143

Contact Email: vestrada@estradalandplan.com

Address: 225 Broadway, Suite 1160, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Landscape

What portion of work will be assigned to this subcontractor: 4.08%

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

Company Name: Geosyntec Consultants

Contact Name and Phone Number: Venkat Gummadi, (619) 810-4017

Contact Email: vgummadi@geosyntec.com

Address: 2355 Northside Dr., Suite 250, San Diego, CA 92108

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Water Quality

What portion of work will be assigned to this subcontractor: 10.06%

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

Company Name: Martin & Libby Structural Engineers, LLC

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

Contact Email: jlibby@libby-lei.com

Address: 4452 Glacier Avenue, San Diego, CA 92120

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Structural Engineering

What portion of work will be assigned to this subcontractor: 6.61%

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

Company Name: MSA Professional Services, DBA Ourston

Contact Name and Phone Number: Ben Wilkinson, (608) 216-2057

Contact Email: bwilkinson@msa-ps.com

Address: 2310 Parklake Drive. NE, Suite 390 Atlanta, GA 30345

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Roundabout Design

What portion of work will be assigned to this subcontractor: 2.50%

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

Company Name: Schaefer Ecological Solutions

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

Contact Email: christina@schaeferecology.com

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

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Biology

What portion of work will be assigned to this subcontractor: 0.65%

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

Company Name: Southwest Geophysics Inc.

Contact Name and Phone Number: Hans van de Vrugt, (858) 527-0849

Contact Email: hans@southwestgeophysics.com

Address: 6280 Riverdale Street, Suite 200, San Diego, CA 92120

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Geophysical Utility Locating (Ground Penetrating Radar)

What portion of work will be assigned to this subcontractor: 0.25%

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

Company Name: TTG Environmental

Contact Name and Phone Number: Teresa Wilkinson, (619) 200-1577

Contact Email: Ttgenvironmental@gmail.com

Address: 8885 Rio San Diego, #257, San Diego, CA 92108

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Environmental CEQA/NEPA

What portion of work will be assigned to this subcontractor: 0.90%

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

Company Name: West Coast Civil

Contact Name and Phone Number: Anthony Gonzalez, (619) 518-3109

Contact Email: Anthony@WestCoastCivil.com

Address: 10650 Falcon Way #104, San Diego, CA 92131

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Wet Utilities/3rd Party Review

What portion of work will be assigned to this subcontractor: 10.01%

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

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.

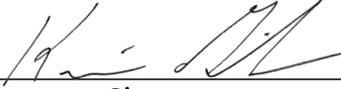
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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.

Kevin Gibson, PE, Principal  November 25, 2019
Name and Title Signature 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.

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

Kevin Gibson, PE, Principal		November 25, 2019
Print Name, Title	Signature	Date

Almario Jr., Benjamin

From: pwc100@dir.ca.gov
Sent: Monday, January 13, 2020 8:23 AM
To: Almario Jr., Benjamin; PWD-PWC-Contracts
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 Streamview Drive Improvements Phase II - H197062" that was created on 13 Jan 2020 and assigned **DIR Project ID 317429**.

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:** 1/10/2020

AWARDING BODY INFORMATION

Name: City of San Diego Public Works Contracts **Primary Contact:** Public Works Person
Address: 1010 Second Ave **Primary Email:** PWD-PWC-Contracts@sandiego.gov
 Suite 1400 **Work Phone:** 6195333635
 San Diego, CA 92101

PROJECT INFORMATION

Project Name: Design of Streamview Drive Improvements Phase II - H197062 **Project #:** H197062
Brief Description: Design of Streamview Drive Improvements Phase II **Contract #:** H197062
Contract Amount: \$1534557.00 **Number of Prime Contractors:** 1
Total Project Cost: \$1534557.00
Alternative Model: None Apply
DIR Project ID: 317429
Description of Location: San Diego **County:** SAN DIEGO

Project Information 2

PWC-100

Project Name: Design of Streamview Drive Improvements Phase II - H197062 **Project #:** H197062 **Contract #:** H197062 **Status:** New Submission

PROJECT INFORMATION

Project Dates
First Advertised Bid: 3/14/2019 **Estimated or Actual Start:** 1/10/2020
Estimated or Actual Completion: 1/10/2027

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: ndorner@rickengineering.com **Name:** Nick Dorner **Title:** Project Manager **Work Phone:** 619-291-0707

General Contractor 1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000044026	WEST COAST CIVIL INC.	10650 TREENA STREET SUITE 104 SAN DIEGO, CA 92131	ANTHONY@WESTCOASTCIVIL.COM	SURVEYORS
1000006546	GLENN A. RICK ENGINEERING AND DEVELOPMENT CO.	5620 FRIARS ROAD SAN DIEGO, CA 92110	DWOOLLEY@RICKENGINEERING.COM	SURVEYORS
1000008968	AIRX UTILITY SURVEYORS INC	2534 EAST EL NORTE PARKWAY SUITE C ESCONDIDO, CA 92027	GMCMORRAN@AIRXUS.COM	SURVEYORS
1000039819	LIBBY ENGINEERS INC.	4452 GLACIER AVENUE SAN DIEGO, CA 92120	GSIMONCINI@MARTINANDLIBBY.COM	SURVEYORS
1000405617	SOUTHWEST GEOPHYSICS LLC	6280 RIVERDALE STREET SUITE 200 SAN DIEGO, CA 92120	INFO@SOUTHWESTGEOPHYSICS.COM	SURVEYORS
1000016329	GEOSYNTEC CONSULTANTS INC.	900 BROKEN SOUND PARKWAY NW SUITE 200 BOCA RATON, FL 33487	KRIPLEY@GEOSYNTEC.COM	SURVEYORS
1000054988	BELCOURT ENGINEERING GROUP LLC	11457 VISTA RIDGE SAN DIEGO, CA 92130	MADJROUD@BELCOURTENG.COM	SURVEYORS
1000009383	ALLIED GEOTECHNICAL ENGINEERS INC.	9500 CUYAMACA STREET SUITE 102 SANTEE, CA 92071	TJ_LIEM@ALLIEDGEO.ORG	SURVEYORS
1000012496	ESTRADA LAND PLANNING INC.	225 BROADWAY SUITE 1160 SAN DIEGO, CA 92101	VESTRADA@ESTRADALANDPLAN.COM	SURVEYORS

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