

**ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
INFRASTRUCTURE ENGINEERING CORPORATION**

**FOR  
LA JOLLA VIEW RESERVOIR**

**CONTRACT NUMBER: H125655**

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**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND INFRASTRUCTURE ENGINEERING CORPORATION  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Infrastructure Engineering Corporation [Design Professional] for the Design Professional to provide Professional Services to the City for the La Jolla View Reservoir Project (H125655) [Project].

**RECITALS**

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

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

The City and the Design Professional [Parties] 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 Department of Public Works – Engineering and Capital Projects is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Department of Public Works – Engineering and Capital Projects. 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 May 26, 2017; whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

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

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

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$997,800.00. The compensation for the Scope of Services shall not exceed \$947,800.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$50,000.00.

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

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

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

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

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

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional 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. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

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

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

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

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and

its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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

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

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

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D Attachment BB) 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 additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. 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 Activity Report.** The Design Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Design Professional shall provide an invoice from each Subcontractor listed in the report. The Design Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

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

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

**4.6.2 Non-Discrimination Ordinance.** The Design Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to

participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

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

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

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

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

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

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

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with

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

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

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

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

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

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

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

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

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

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

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

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

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties

agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

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

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

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

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

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

**4.18 Storm Water Management Discharge Control.** Unless specifically removed from the Scope of Services (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

**4.19 ADA Certification.** The Design Professional hereby certifies (Exhibit M) 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.

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or 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 Product 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(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/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, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication Design.** Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its 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 or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third

Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Department of Public Works – Engineering & Capital Projects, c/o Parita Ammerlahn, MS 908A, 600 B Street, Suite 800, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Infrastructure Engineering Corporation, 14271 Danielson Street, Poway, CA 92064.

**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: Preston "Skip" Lewis, Rob Weber, Anders Egense, Vicki Shaw, Scott Humphrey, and Anna Buising. [Project Team]. Accordingly, performance of Professional Services on the Project 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 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 the Project.

**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 and Attorney Fees.** 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. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

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

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

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

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

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

**9.19 Design Professional Evaluation.** City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

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

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

**9.22 Vendor Registration.** All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

**9.23 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit J. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

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

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

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

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

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# ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code Section 22.3207, authorizing such execution, and by the Design Professional pursuant to Written Consent of the Board of Directors of Infrastructure Engineering Corporation.

Dated this 4<sup>th</sup> day of January, 2013.

THE CITY OF SAN DIEGO  
Mayor or Designee

By Tony Heinrichs  
Tony Heinrichs  
Director of Public Works

I HEREBY CERTIFY I can legally bind Infrastructure Engineering Corporation and that I have read all of this Agreement, this 2nd day of October, 2012.

By Robert Weber  
Robert Weber, P.E.  
Executive Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17<sup>th</sup> day of January, 2013.

JAN I. GOLDSMITH, City Attorney

By Paul M. Meyer  
Deputy City Attorney

## DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act
- Exhibit M - American With Disabilities Act (ADA) Compliance Certification

# SCOPE OF SERVICES

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **DESIGN OF REPLACEMENT OF LA JOLLA VIEW RESERVOIR (H125655)**

#### **BACKGROUND**

The City of San Diego's (City) La Jolla View Reservoir (LJVR) is a 0.72 MG potable water storage facility located inside the La Jolla Heights Park. The existing reservoir was built in 1949. Due to an increase in the pressure zone hydraulic grade line and other water system changes, the use of this facility has become very limited, and water quality in the tank is poor thereby requiring supplemental chlorine treatment. As such, the City has determined that existing LJVR is to be replaced with a new 3.1 MG reservoir to be located at a higher elevation.

The existing 16-inch diameter cast iron Muirlands Pipeline that supplies water to the existing LJVR is beyond its useful life, and is undersized for current water conveyance requirements. The City has determined that a new 30-inch diameter pipe is needed to replace this pipe up to the new LJVR.

The La Jolla Exchange Place Reservoir is a 0.99 MG concrete reservoir that was built around 1909 and decommissioned in 2002. This facility is to be demolished. The existing pump station and pressure reducing station at the LJEPR site will remain in place.

In November 2010, the City's Public Utilities Department (PUD) completed the *La Jolla View Reservoir Planning Study*, a 10% design study that evaluated system hydraulics, and tank and pipeline alternatives. As part of this study effort, the PUD coordinated with the City Park and Recreation Department to amend the previously agreed upon Interdepartmental Memorandum of Understanding (MOU) regarding replacement of the existing reservoir with a new reservoir in the La Jolla Heights Park.

The City has elected to proceed with design and construction of the replacement facilities, herein referred to as the Project. Based on the previous study, the MOU, and current water system operations, the Project elements are understood to be comprised of the following:

- Construct a new 3.1 MG pre-stressed concrete La Jolla View Reservoir (LJVR) with a base elevation of 550 ft, overflow elevation of 590 ft, and diameter of approximately 125 ft within the La Jolla Heights Park (Park) area. Completely bury the structure, restore the ground surface to approximate the existing contours. Re-vegetate the area with native plant species and provide temporary irrigation system. The single pipeline up to the tank will be configured with separate inlet and outlet piping and valves inside the tank to promote circulation. Provide utility water to reservoir via new 8" pipeline line connected to the 725 Zone in Bodiaca Dr.
- Provide Supervisory Control and Data Acquisition (SCADA) hydraulic monitoring equipment, security fencing and security cameras at the new reservoir. The security cameras will be connected to the PUD central security center. Data for security and SCADA will be sent to Chollas Water Operations Center at Caminito Chollas.

- Upgrade the existing paved access road (a portion of Encelia Drive within the Park that begins near Brodiaca Way) to the new LJVR for operator access. Provide two parking places adjacent to the tank access hatch.
- Demolish the existing steel LJVR and re-grade the site to restore the ground surface as close as possible to the original contours before the tank was constructed. Remove non-native trees in the vicinity of the old reservoir, re-vegetate the area with native plant species, and provide temporary irrigation system.
- Construct approximately 2,800 ft of new 30-inch welded steel pipe from a connection point at the intersection of Exchange Place and Soledad Avenue to the new LJVR. Approximately 1,700 ft of the new pipe will replace the existing pipe along Mar Avenue and Country Club Drive. The new pipe will connect to the existing Muirlands Pump Station. The existing segment of the pipeline in the Park will be abandoned in place and grout filled. Re-vegetate disturbed areas along the pipeline construction corridor through the Park with native vegetation and provide temporary irrigation system.
- Abandon in place and backfill with compacted soil the existing La Jolla Exchange Place (LJEPR) Reservoir. Demolish the above-grade features associated with the reservoir. Modify the piping such that the existing pressure reducing station (PRS) and pump station remain in place and operational. The backfill will be minimally landscaped with drought tolerant vegetation. Provide paved access through the site and for parking of two vehicles near the PRS.

The City has engaged Infrastructure Engineering Corporation (Consultant) to provide preliminary design, final design and construction phase support services associated with the Project. Described below are the specific tasks to be performed by Consultant. All tasks are directed to Consultant unless otherwise noted.

## **SCOPE OF SERVICES**

### **1.0 Project Kick-Off and Data Compilation**

#### **1.1 City Planning Report Review**

Consultant will review the City's *La Jolla View Reservoir Planning Study* (dated November 2010), identify suggestions for possible project modifications the City may wish to consider, and present the suggestions at the Kick-off Meeting.

#### **1.2 Kick-off Meeting**

Prepare for and facilitate one kick-off meeting with City Public Works Department project team. Lead consultant team members will attend. Prepare agenda and meeting notes. Prepare and review project approach and schedule, a list of data required, and project team directory with contact information.

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During the meeting, review the suggested project modifications identified under Task 1.1. The water system hydraulics and major project configuration (e.g. pipe sizes and connections, tank size,

tank elevation) will be defined by information provided by the City. Any hydraulic modeling needed to assess possible project modifications will be performed by the City. The City will evaluate the suggestions and provide a response to the Consultant regarding acceptability.

### 1.3 Data Compilation

Receive and review project data provided by City. Anticipated information to be provided by City includes:

- Record drawings for existing LVR, LJEPR, Exchange Place Pump Station, Exchange Place PRS, Muirlands Pipeline and distribution water & sewer pipelines, and Muirlands Pump Station.
- Easements and property boundary information associated with existing City facilities.

Compile and catalog the information in a file and inform City of additional information required.

### 1.4 City Departments Coordination

Attend up to three (3) meetings with selected City departments to describe the project and obtain input regarding the improvements and design criteria for the project. Meetings will be set up by the City Project Manager. Prepare agenda and meeting notes.

## 2.0 Surveying & Mapping

Obtain surveying and mapping for project area suitable for development of design plans: vertical and horizontal control and basis of bearings, 1-foot contours, rights-of-way, surface features, utilities, trees (6" diameter and larger) that may need to be removed, property boundaries and easements, with the information prepared in Microstation (version 8) to City CAD standards.

## 3.0 Utility Research

Take the following steps to contact utility agencies and compile their information:

- Contact USA Dig-Alert to obtain a pre-planning request which provides a listing of existing utility agencies in the project area. These are anticipated to include SDG&E, cable TV, fiber optic, and City of San Diego (water, sewer and storm drain).
- Contact the utility agencies on the pre-planning list that are in or around the proposed work area and request their system maps and record drawings.
- Review received data and check for completeness. Conduct follow up phone calls to agencies as necessary.
- Plot the utility data on the design survey base mapping.
- Check the plotted information via field observations.
- Identify locations of water line connections, potential utility conflicts, and potential crossings of existing utilities.
- Contact SDG&E to obtain the easement document for the powerline corridor in the Park. Review the easement in terms of the possible need for a joint use agreement. Meet once with SDG&E to discuss the proposed project and define SDG&E requirements.

## 4.0 Geotechnical Investigation

### 4.1 Preliminary Geotechnical Assessment

Perform desk-top research to compile and review existing geotechnical studies and reports for the project area. This will include:

- Review background information including available geologic and geotechnical reports; topographic, seismic, geologic, and geologic hazard maps; and stereoscopic aerial photographs.
- Perform site reconnaissance and mapping of existing surface conditions by a California-certified Engineering Geologist (CEG). Locate and mark-out potential boring locations for the field exploration (to be performed under Task 4.3).
- Compile and analyze the data obtained.
- Prepare a letter-report presenting preliminary findings and conclusions concerning existing geologic conditions and potential constraints to the project.

### 4.2 Geotechnical Field Investigation Plan and Application for Testing (Bulletin 511)

Based on the City approved Project Concept Plan, develop a Geotechnical Field Investigation Plan that identifies the locations of the borings, access roads to the borings, equipment staging and bin storage areas, and probable areas of open space disturbance. This plan will consider the environmental constraints identified during development of the Project Concept Plan. The borings will be accomplished from the existing roadways and in un-vegetated areas such that grading and re-vegetation will not be required.

Prepare the information required for the Public Projects Site Reconnaissance and Testing Application (Bulletin 511 dated March 2008). Consultant will generate some of the documents required for the application package: A-4, A-5, and B-1 thru B-18 of Bulletin 511. Consultant will attend one (1) meeting with City staff and DSD to coordinate the preparation of the application package. City staff will prepare the remaining documents required for the submittal package, make the submittal to the Development Services Department (DSD), and be responsible for payment of any fees. Consultant will assist with responses to DSD comments and provide revised documents following one round of comments. City will re-submit application package as necessary.

### 4.3 Geotechnical Investigation and Report

Upon receipt of approved Site Reconnaissance and Testing Application (Bulletin 511) from City, proceed with geotechnical investigations as follows:

- Review utility maps and obtain clearing the utilities at the proposed exploratory boring locations by Underground Service Alert (USA) and City personnel.

- Obtain boring permits, as necessary, from the County of San Diego Department of Environmental Health (DEH) and encroachment permits, as necessary from the City of San Diego. A DEH property owner consent form will be submitted to the City for signature by the property owner.
- Prepare traffic control plans and provide traffic control for proposed borings within or adjacent to City streets.
- Drill, log, and sample nine exploratory test borings. The borings will be both small and large diameter (ranging from approximately 8- to 32-inches in diameter and up to 75 ft below existing ground). The borings will be drilled with truck-mounted, hollow-stem auger and bucket-auger drill rigs. Bulk and in-place drive samples of the encountered soils will be collected and transported to our laboratory for testing. Large diameter borings will be down-hole logged by an Engineering Geologist. The soils in the area are anticipated to contain numerous very hard, rounded cobbles. For this reason, larger, more powerful drill rigs will be employed to drill several of the borings. The borings will be backfilled in accordance with County of San Diego DEH requirements. The borings are anticipated to be located as follows:
  - Two borings at the location of the new reservoir;
  - One boring along the existing paved road approximately along the proposed pipeline alignment south of the new reservoir;
  - One boring will be drilled near the existing LJVR;
  - One boring will be drilled along the proposed pipeline alignment in Country Club Drive;
  - Two borings will be drilled adjacent to the existing LJEPR.
- Perform geotechnical laboratory testing on selected samples to evaluate soil parameters for design purposes. The testing is anticipated to include in-situ moisture content and dry density, grain size analyses, shear strength, expansion index, R-value, and corrosivity (pH, electrical resistivity, sulfate content, and chloride content).
- Compile and perform an engineering analysis of the data obtained from the background review, field exploration and laboratory testing.
- Meet once with the City to discuss the preliminary results from the field investigation effort and recommendations for possible additional investigations. The purpose of this meeting is to decide if any Additional Geotechnical Investigation services (as described in Optional Task 14.1) are to be executed.
- Prepare an illustrated Geotechnical Evaluation Report with findings, conclusions, and recommendations for design of the proposed La Jolla View Reservoir and Pipeline Project. The report will address geologic and seismic hazards, faults, landslides, slope stability, settlement, groundwater control, excavatability, general earthwork, backfill, and compaction requirements, foundation design and recommendations, stability of temporary cut slopes, shoring, pipe bedding, lateral and passive pressures, thrust blocks, pavement design, and soil corrosivity. The report will be signed by an Engineering Geologist (CEG) and Registered

Geotechnical Engineer (GE). The report will include a site location map, a boring and test pit location map, regional fault location map, geology, landslide, and geologic hazard map, geologic cross-sections, boring logs, laboratory test results, and other pertinent tables and data. Submit two (2) hardcopies and one PDF copy of the report.

- Perform a cursory review of the geologic information obtained from the investigation and provide the City with comments (via e-mail) regarding any evidence of paleontological sensitivity/significance.

## **5.0 Concept Plan and Preliminary Design**

### **5.1 Concept Plan Technical Memorandum**

This task will serve to compile initial information about the project constraints and develop an initial project concept. Geotechnical information from a preliminary assessment and environmental information from vegetation mapping, biological surveys, and resource studies will be included in the concept development. This project concept will guide the subsequent detailed geotechnical field investigations and facilitate the development of a focused Basis of Design Report.

Using the information gathered in the preceding tasks and Tasks 9.1 and 9.2, develop a concept plan for the new reservoir location and inlet/outlet pipeline alignment across the Park. This plan will include the following elements:

- Evaluate existing conditions for key environmental resources in the project areas; identify potential regulatory “triggers”; and recommend approaches to avoid or reduce triggers to the extent feasible.
- Make a preliminary assessment of potential for jurisdictional conditions to exist along the pipeline corridor thru the Park. If found, provide recommendations on potential environmental compliance approach.
- Assess the potential need for trenchless construction for the pipeline segment that crosses the canyon just east of Country Club Drive.
- Identify alternative inlet/outlet pipeline configurations at the new reservoir and provide a recommended configuration.

Compile the results of these evaluations in a draft technical memorandum and submit to the City for review (3 hard copies and one PDF). Prepare for and meet up to twice with the City to discuss the recommendations and reach consensus on the Concept Plan. Following receipt of one round of City comments, submit a final Project Concept Plan report (2 hard copies and one PDF).

### **5.2 Basis of Design Report (BODR)**

Develop a preliminary design for the project based on the results of Subtask 5.2 and prepare a BODR that addresses the following items:

- City Department Input – Summarize the results of the previous meetings with the

City departments from Task 1.3.

- Geotechnical Conditions - Summarize the results of the geotechnical investigations performed under Task 4.0.
- Soil Corrosivity and Corrosion Risk Analysis - Determine the corrosivity of the existing soils and develop recommendations for corrosion protection of the steel piping for the project. This effort will include:
  - Review existing drawings, reports, studies, and soil corrosivity test data.
  - Conduct on-site field soil resistivity testing along the pipeline alignment. Test sites will be selected to determine the general soil corrosivity conditions.
  - Coordinate with the project geotechnical subconsultant to obtain soil chemical analysis data from borings taken along the pipeline alignment.
  - Conduct a stray current interference review of existing utilities and cathodic protections systems in the area.
  - Prepare a Soil Corrosivity Assessment that includes test data and recommendations for corrosion control that are based on City and AWWA Standards, and available corrosion control methods and coating options.
- Major Project Elements – Provide recommendations on the basis of design for the major project elements:
  - New LJVR location
  - LJVR tank type
  - Pipeline alignments and connections
  - Pipeline materials
  - Pipeline pressures
  - Inlet/Outlet pipe configuration at LJVR
  - Underdrain system at LJVR
  - Access road, parking and tank access at LJVR
  - Power supply
  - SCADA system and security at LJVR
  - Demolition and re-grading of existing LJVR Site
  - Demolition and re-grading of existing LJEPR Site
- Storm Water Drainage – Define the general approach for management and discharge of storm water drainage at each of the project areas including temporary practices during construction and permanent facilities.
- Potholing Plan - Describe the locations where potholing will be performed to obtain actual field data at the pipeline connection points and at utility crossings or parallel utilities of interest.
- Landscaping and Irrigation Approach – Describe the general re-vegetation and irrigation approach to be utilized for the different project areas.
- Construction Schedule and Sequencing - Define preliminary construction schedule and sequencing considering City operational requirements and environmental constraints. Define anticipated highline requirements and pipeline shutdown plan.
- Traffic Control Requirements – Provide general description of traffic control methods to be used for this project.

- Curb Ramp Improvements – Identify, with input from the City, locations where curb ramp improvements (including which type of ramp), are required to meet ADA requirements.
- Construction Cost Estimate – Prepare a Class “C” opinion of construction cost estimate according to the City’s Guidelines and Standards. This estimate will be submitted with the BODR prior to preparing detailed plans and will therefore be based on quantities and general unit price factors developed from the design criteria, site layout, geotechnical report and the Basis of Design.

Summarize the results of the above items in a Draft BODR that includes preliminary (30%) plans for selected design drawings: general site layout and piping for new reservoir, plan sheets for the 30-inch pipeline, and tank demolitions (as 11 x 17 graphics). Submit Draft BODR to the City for one round of review comments (2 hardcopies and one PDF).

Meet up to twice with the City to discuss the review comments. Prepare and submit a final BODR (2 hardcopies and one PDF).

## 6.0 Design

### 6.1 Design PS&E

Based on the City-approved BODR, prepare a bid ready set of contract documents, including construction drawings, general provisions, technical specifications, and an opinion of construction cost estimate (PS&E). The design will be submitted to the City for review and comment at these intervals: 60%, 100% and Final. The Consultant’s project manager, a registered Civil Engineer in the state of California and the engineer of record for the project, will sign and seal each original final mylar sheet of the plan set, and sign and stamp the title page of the specifications. Where different disciplines are represented in the drawing set, these drawings will be signed and sealed by an engineer registered in the State of California in the discipline appropriate to the drawing. Structural design details will be provided with the 100% and Final submittals. The PS&E deliverables will be comprised of the following:

- Plans: Plans will be prepared on “D” size 24”x36” sheets at appropriate scales to show the work clearly. The project plan set is expected to include the following categories of sheets:
  - Title Sheet, Vicinity and Location Map
  - Construction Notes, Legend, Abbreviations, Index of Drawings
  - Key Maps
  - Work Area Limits
  - LJVR Plans and Details
  - LJVR Inlet/Outlet Piping
  - LJVR Control Vault
  - LJVR Structural Details
  - LJVR Access Road
  - LJVR Civil Improvement Details
  - LJVR Electrical Plans

- LJVR Electrical Equipment and Details
- LJVR SCADA/Instrumentation Plans
- Pipeline Plan and Profiles (at 40 scale)
- Pipeline Connection Details
- Miscellaneous Piping Details
- Traffic Control Plans
- Cathodic Protection Details
- Old LJVR Abandonment Plans (at 100 scale)
- Old LJVR Site Grading Plans
- LJEPR Abandonment Plans (at 100 scale)
- LJEPR Site Grading and Improvement Plans
- ADA Curb Ramp Improvements
- Landscape Plans for LJVR, Pipeline, Existing LJVR and LJEPR Areas
- Irrigation Plans for LJVR, Pipeline, Existing LJVR and LJEPR Areas
- Copies of Record Drawings for existing facilities to be abandoned/removed

The plans will be prepared using Microstation (v8). The plans will be prepared in accordance with City CAD criteria with the following submittals:

- For intermediate submittals, the following will be provided: 2 half-size hard copies, 6 full-size hard copies, and one PDF (on CD).
  - For the Final submittal, the following will be provided: one (1) full-size, signed and stamped mylar original set of plans, and an electronic submittal on one (1) CD of the drawing Microstation files (except for the traffic control plans), specifications (Word files), and cost estimates (Excel spreadsheets).
- Specifications: Prepare specifications using CSI format and City Standard Specifications, where applicable. The specifications will be submitted to the City for review and comment at these intervals: 60% (not all sections), 100% and Final. Submit 2 hard copies and one Word file (on CD) with each submittal. The project will utilize the City's front end bidding and contract documents.
  - Storm Water Pollution Prevention Plan (SWPPP): Prepare a preliminary SWPPP to be included with the construction documents for implementation by the contractor. The SWPPP will identify the permit requirements and minimum best management practices to be used during construction. The contractor will be required in the project specifications to prepare the final SWPPP and associated documents and drawings that are specific to his construction approach. The City will submit these documents for compliance with the Construction General Permit requirements.
  - Schedule: Provide with the 100% and Final submittals an estimated construction schedule showing major project elements conforming to the CEQA Environmental Document requirements.
  - Opinion of Construction Cost Estimate: Prepare construction cost estimate based on general

unit cost factors and in conformance with City Design Guidelines: Class "B" for the 60% submittal, and Class "A" for the Final submittal. Submit 2 hard copies and one Excel spreadsheet file (on CD) with each submittal.

- Calculations: In conjunction with the Final PS&E, submit 2 bound hard copies of the project calculations and one PDF copy, signed and stamped by the Consultant project manager and the respective registered engineers responsible for the work.

Each agency that was contacted for utility information will be sent a set of plans at the 60% design stage along with a form titled "Utility Conflict Check for Proposed Improvements" for conflict checking. Comments received from the agencies will be incorporated as necessary.

For the purposes of defining this scope of services and the level of effort for the design, the facility will be as follows:

- Design of the new LJVR tank will comply with AWWA D-100 Type I with a flat roof and roof support columns inside the tank.
- The soil conditions will support a slab-on-grade tank foundation design and standard pipe design.
- One shallow, pre-cast valve vault (with at-grade top hatches) to house the altitude valve will be provided along the inlet/outlet pipeline in the Park.
- Power supply to LJVR will be accomplished via a service meter connection to the existing SDG&E power grid near the intersection of Encelia Drive and Brodiaca Way.
- Design of security and SCADA hardware and software will be coordinated with City Operations staff. The City will provide programming of City SCADA system to incorporate the new signals.
- SCADA will link to the City's system via radio.
- Security will be comprised of hatch and gate alarms and cameras.
- Areas in Park that are disturbed by construction of the new LJVR and in the area of the demolished LJVR will be planted with native vegetation using a City-approved seed mix design.
- After demolition of the LJEPR, the area where the reservoir is filled in will be minimally landscaped with drought tolerant vegetation.
- Temporary irrigation will be provided for plant establishment and long-term maintenance of the re-vegetated areas at the new LJVR, the new pipeline corridor in the Park, the demolished LJVR, and the demolished LJEPR; these areas encompass up to approximately 3 acres. Two bid items will be used: one for the 4-month Plant Establishment Period and the second for the 25-month Long-Term Plant Maintenance Period. The new irrigation systems will not connect to any existing irrigation systems. The plans will comply with the requirements of the City's *Consultant Guide to Park Design and Open Space*.

Prior to each PS&E submittal, the documents will be reviewed by a Consultant senior level engineer not otherwise involved in the project. The reviewer will document his comments in a Review and Comment Form. The comments will be addressed by the design team and appropriate comments

incorporated into the plans and specifications.

## 6.2 Design Review Meetings

With the exception of the Final submittal, the Consultant and the City will meet after each design submittal, for a total of three (3) meetings. Key members of the Consultant design team will attend the meetings. Prepare and submit meeting notes.

## 6.3 Constructability Review

Consultant will perform a Biddability/Constructability review of the plans and specifications at the 100% design stage. This will be done by an in-house Senior Construction Manager not involved with the project design. The reviewer will coordinate with design team and agreed upon comments will be incorporated into the project design.

## 7.0 Potholing

Pothole wet and dry utilities at up to ten (10) locations with depths up to 6 feet. The potholing effort will include obtaining an over-the-counter encroachment permit and submission of traffic control plans where required. Potholes will be excavated using vacuum excavation technique. For potholes in the pavement, cold patch restoration will be done within the limits of the original cut at the time of backfill. Permanent pavement restoration will be performed per City requirements. Outside the roadway, the disturbed areas will be restored, as nearly as possible, to the condition that existed prior to excavation. Each pothole will be tied in to the base mapping by field survey.

## 8.0 Right-of-Way Engineering

Prepare plats and legal descriptions for the property in the Park associated with (a) one permanent easement for the new LJVR and access road, and (b) one permanent easement for new pipeline alignment across the Park. Each easement is assumed to involve one property owner (the City). Submit draft copies of the plats and legals (5 hard copies and one PDF) to provide for one round of City comments. Submit final stamped and signed copies (one hard copy original and one PDF).

## 9.0 Environmental Support

The following tasks are being performed in support of an IS/MND CEQA document prepared separately by City staff for the project.

### 9.1 Vegetation Mapping and General Biological Surveys

To support the development of a project concept plan (Task 5.1), Consultant will develop a vegetation map showing habitat types within the project area; conduct general surveys for plant and wildlife species; and assess the potential of the project area to support City of San Diego (City) Narrow Endemic Species. The survey will encompass the Project work sites and surrounding area.

Prior to field work, the current California Natural Diversity Database will be consulted for known occurrences of special-status species in the project vicinity. The locations of sensitive species observed in the field will also be documented. Focused or protocol surveys are not included herein, but can be provided under a separate scope/authorization. An informal evaluation of the potential jurisdictional status of the drainage crossed by the Muirlands Pipeline alignment will be performed; if the need is identified, a formal jurisdictional habitat delineation can be provided under a separate scope/authorization. If needed, Consultant will conduct preliminary agency dialogue to review the working assumption that Clean Water Act Section 404 and California Fish and Game Code Section 1602 triggers can be avoided by microtunneling/directional drilling for the new pipeline.

## 9.2 Cultural Resources Study

To support the development of a project concept (Task 5.1), Consultant will conduct the following research and field activities related to cultural resources documentation for the Project. This work will be performed consistent with applicable City guidelines.

- Perform a records search to identify prehistoric and historic archaeological sites previously recorded within one (1) mile of the Project area, as well as the location/extent of prior cultural resources studies relevant to the Project.
- Conduct a pedestrian survey by qualified archaeological staff to assess for the presence of previously unrecorded archaeological and/or historical sites in the Project area. The field survey will meet CEQA requirements. New site(s) identified by the survey will be recorded and mapped on standardized site record forms provided by the State Historic Preservation Office (DPR Series 123 forms).
- Prepare a historic structures evaluation for the existing LJVR and the LJEPR consistent with Secretary of the Interior standards and the current version of City Information Bulletin 580. A City Historical Research Report and Historic American Building Survey (HABS) Report preparation is not included in this scope of work, but either or both can be provided under a separate scope/authorization if requested by the City.

## 9.3 Biological Resources Survey Report

Prepare a Biological Resources Technical Report consistent with the City's current *Guidelines for Conducting Biology Surveys*. The report will present the results of the biological surveys and vegetation mapping conducted under Task 9.1; will quantify and discuss the Project's anticipated biological impacts, based on approximately the 30% design; and will discuss potential mitigation for Project impacts. Report will be delivered in PDF and hard copy (2 copies). The budget for this task provides for one round of limited revisions in response to focused comments from Development Services Department. Services needed to address jurisdictional habitat issues are not included but can be provided under separate authorization.

## 9.4 Revegetation Plan

Prepare a revegetation/restoration plan document consistent with the City's current *Guidelines for*

*Conducting Biology Surveys - Attachment III.* The plan will cover the area disturbed for demolition, construction, and laydown associated with the new LJVR, and will include information relative to existing site conditions; mitigation roles and responsibilities; and mitigation implementation, including site preparation, irrigation, plant installation specifications, maintenance program, and biological monitoring. The plan will include the preliminary restoration planting drawings (in 11" x 17" format). Plan will be delivered in PDF and hard copy (2 copies). Provide a revised plan following one round of limited revisions in response to focused comments from Development Services Department.

#### 9.5 Cultural Resources Survey Report

Prepare a Cultural Resources Survey Report consistent with current *Archaeological Resource Management Report (ARMR)* guidelines and with applicable City guidelines. The report will document the results of the records search and field survey performed under Task 9.2. The report will provide background cultural history for the project area and describe the records search and survey methods in addition to identifying cultural resources located on the project site, evaluating the project's potential to impact such resources (based on approximately 30% design), and providing recommendations for evaluation and/or treatment. The level of effort for this subtask is based on historical resources compliance being completed under CEQA only, and that National Historic Preservation Act Section 106 will not be triggered. Submit a draft report (2 hard copies and one PDF) and receive one round of City review comments. Submit a final report (2 hard copies and one PDF).

#### 9.6 Meetings, Coordination, and CEQA Documentation and Support

Provide the following services in support of the City's preparation of the project CEQA document and Coastal Development Permit application.

- Attend up to four (4) meetings with City staff and other City consultants.
- Assistance with peer review, advising, writing, revisions, and/or technical consultation, and/or other relevant services and support related to CEQA compliance.

Provide these services up to the budget defined for this task.

#### 10.0 Site Development Permit Support

Provide general technical assistance to the City staff for their preparation and submittal of a Site Development Permit through the City's Development Services Department. Provide these services up to the budget defined for this task.

#### 11.0 Engineering Support During Bid and Construction Phases

##### 11.1 Bid Phase Support

Provide the following support to the City up to the level of effort defined in the task budget:

- Attend the pre-bid meeting. The City will facilitate the meeting.
- Provide responses to RFI's via e-mail to the City. City will prepare and distribute addenda.

## 11.2 Construction Phase Support

Provide the following support to the City up to the level of effort defined in the task budget:

- Attend the pre-construction meeting.
- Attend up to six (6) construction meetings as requested by the City.
- Assist the City with responding to change orders, field orders, and RFIs. Provide responses (in e-mail or memorandum format) to the City within five (5) working days and in accordance with the contract documents.
- Review contractor submittals received from the City for conformance with the contract documents. Provide written response noting exceptions and/or comments within fifteen (15) working days.
- Consultant's lead engineer will attend the job walk with the City for Beneficial Occupancy and Beneficial Use of the project.
- Consultant's lead engineer will attend the final job walk with the City and provide input to the City on the final punch-list developed during the walk through.
- Following contractor completion of punch-list items, Consultant's lead engineer will attend the job walk with the City on a site visit to observe the completed punch-list items.
- Using the contractor's red-line drawings, update the design drawings to reflect 'As-Built' conditions. Consultant will stamp, sign and date each original mylar sheet. Within one month of the receipt of the redlines, submit one set of original mylar as-builts, electronic Microstation files (on CD), and original redlines to the City.

## 12.0 Community Outreach Support

### 12.1 Outreach Coordination

Prepare for and attend up to four (4) meetings with City staff to coordinate the outreach effort, including an outreach kick-off meeting to transfer information to Consultant and develop a common understanding of outreach needs and goals.

### 12.2 Community Outreach Plan

Work with City staff and PIO to develop a key stakeholders list for City review and approval. Key stakeholders are expected to include:

- Residents with direct sight lines to the work and along the construction access and pipeline installation routes.
- La Jolla Community Planning Association
- La Jolla Town Council

- La Jolla Conservancy
- San Diego Canyonlands
- San Diego Audubon Society
- Sierra Club - San Diego Chapter
- Local Councilmember and staff

Based on the approved key stakeholders list, prepare a Community Outreach Plan that provides a road map for outreach, including key deliverables; public meetings and other milestones; workflow; roles and responsibilities; and a timeline with the following types of outreach milestones.

- Due dates for draft and final collateral deliverables, including City review deadlines.
- Dates public notices must be distributed and signage posted.
- Timing of web page updates and other online and print press releases.
- Timing of public meetings and associated preparation activities.

The plan will identify the roles and responsibilities for outreach implementation, as well as internal and outward-facing points of contact and lines of communication. The plan submittal (in PDF format) will be structured as a simple action items/responsibilities/timing matrix. Provide a revised plan following one round of revisions and a conference call meeting to discuss the comments.

### 12.3 Public Presentations, Community and Stakeholder Meetings

Attend and facilitate up to a total of 3 large-group or open community meetings during project design and construction, plus up to 4 additional one-on-one or small group meetings with key stakeholders. For each large-group meeting, Consultant will provide one (1) draft and one (1) final meeting announcement mailer, one (1) draft and (1) one final meeting PowerPoint, up to three (3) informational displays based on existing graphics, and sign-in sheets. Noticing list will be developed by City staff. Mailings, noticing, meeting location and associated logistics will be the responsibility of City staff.

### 12.4 Outreach Collateral

Provide hard-copy outreach collateral as follows:

- Project fact sheet and one project FAQ sheet using the City's template (8.5 x 11 format).
- One (1) brief project update mailers (8.5 x 11 format).
- Preconstruction door hanger using the City's template (4 x 11 format).

Submit draft collateral (2 hard copies and one PDF) and receive one round of City comments. Submit final version as print-ready PDF. The City will be responsible for final production of hard copy outreach collateral and for mailing and distribution. Construction site signage will be provided by the contractor.

## 13.0 Project Management

### 13.1 Progress Report

Submit monthly report throughout the duration of the project describing progress during previous

period, anticipated activities in upcoming period, project issues, and upcoming significant events. Submit monthly update of the project schedule showing major tasks, durations, and milestones.

### 13.2 Project Progress and Review Meetings

Attend up to ten (10) meetings with the City. Meetings will be held approximately monthly during the preliminary and final design phase. Prepare and distribute meeting agendas, conduct the meetings, and prepare and distribute meeting minutes to attendees. Consultant and appropriate subconsultant representatives will attend the meetings.

### 14.0 Optional Tasks

The tasks described below will only be executed upon written authorization from the City.

#### 14.1 Additional Geotechnical Field Investigations – Optional Task

If trenchless pipeline construction methods are selected, or if conditions encountered during the base field geotechnical investigation (Task 4.0 above) warrant additional subsurface evaluation, additional field investigations will be provided as follows:

- Drill, log, and sample two exploratory test borings along the pipeline alignment if a deeper pipeline alignment for a deeper pipe profile. The borings will be drilled with a truck-mounted, bucket-auger drill rig or a sonic technology drill rig to depths up to 125 feet BEG. Bulk and in-place samples of the encountered soils will be collected and transported to a laboratory for testing. Large diameter borings will be down-hole logged by an Engineering Geologist. The borings will be backfilled in accordance with County of San Diego DEH requirements. The location of the additional borings will be selected based on conditions encountered and information collected during Tasks 4.0 and 5.0.
- Performing additional geotechnical laboratory testing on selected samples to evaluate soil parameters for design purposes.
- Include the additional information in the final Geotechnical Evaluation Report prepared under Task 4.0 above.

#### 14.2 Environmental Monitoring during Geotechnical Field Investigations – Optional Task

Provide biological, archaeological, Native American, and/or paleontological resources monitoring during the geotechnical field investigations in Tasks 4.0 and 14.1. The monitoring will be conducted by appropriately qualified individuals. Monitoring details (required schedule and staffing) will be developed based on the results of Task 9.0. Monitoring effort will not exceed the budget for this task. Budget is based on archaeological and Native American monitoring being needed only during activities affecting surface and very shallow materials, for a combined duration of no more than 5 person-days apiece; paleontological monitoring will be needed during a portion of the deeper drilling activities, for a total duration of up to 8 person-days; and biological monitoring will be needed for duration of up to 10 person-days.

#### 14.3 Paleontological Resources Technical Report – Optional Task

Prepare a Paleontological Resources Technical Report consistent with applicable City Guidelines. The report will be prepared to support the project CEQA document (which is being prepared separately by City staff). Report will be delivered in PDF and hard copy (2 copies). Provide a revised report following one round of limited revisions in response to focused comments from Development Services Department.

#### 14.4 Trenchless Pipe Design – Optional Task

If environmental or other factors indicate that trenchless pipeline construction for a portion of the pipeline in the Park may be needed, provide the following design services:

- Evaluate trenchless construction methods and provide a recommended approach.
- Prepare the specialized design required for the segment of pipe to be constructed using trenchless technology. The plans and specifications for the trenchless pipe segment will be prepared and submitted as part of the overall design package described in Task 6.0.
- If pipe construction with a diameter 30 inches or greater is utilized, prepare a project description and tunnel classification request and submit to OSHA Division of Occupational Safety and Health, Mining and Tunnel Unit prior to bidding.

#### 14.5 Construction Phase Site Visits by Structural Engineer - Optional Task

Consultant's structural engineer will make up to three (3) site visits to observe the tank construction at various stages. Provide written documentation of observations to the City.

#### 14.6 Air Quality and Greenhouse Gas (GHG) Emissions Technical Report – Optional Task

Prepare an Air Quality and GHG technical report that presents a screening-level evaluation of anticipated emissions for criteria pollutants as well as GHGs; possible mitigation options, if needed; and evaluation of significance under CEQA with and without mitigation incorporated. The report will focus on construction-period emissions but will include a brief assessment of the potential for operational impacts related to criteria pollutants and GHG. Evaluation methods will be consistent with the City's adopted emission factors and modeling protocols (CARB and/or San Diego County Air Pollution Control District methods) and thresholds, consistent with the August 2010 memorandum: *UPDATED – Addressing Greenhouse Gas Emissions from Projects Subject to CEQA*. Submit a draft report (5 hard copies and one PDF) and receive one round of City review comments. Submit a final report (5 hard copies and one PDF).

#### **CLARIFICATIONS**

1. The Project will be prepared as one bid package using a conventional design-bid-build delivery method.
2. Some tasks in the scope include a specific number of meetings, submittals, submittal copies, or

levels of effort. Should the City require additional services beyond those stated, these services can be provided upon mutual written agreement between the parties.

3. The City will provide ready access to the existing City facilities for surveying and field investigations.
4. The City will provide all services associated with appraising, negotiating and acquiring easements.
5. Costs for City encroachment, excavation and traffic control permits for the geotechnical field investigations and potholing will be waived by the City.
6. Project is not subject to prevailing wage requirements or rates.
7. The documents generated under this Scope of Services will be prepared consistent with City guidelines that prevail at the time of the approval of the agreement.
8. The scope does not include a Traffic Impact Study nor a Noise & Vibration Technical Report for the CEQA compliance process.
9. Biological, archaeological, Native American, and paleontological monitoring during the ground-disturbing activities associated with demolition, site preparation, reservoir construction, and pipeline installation will be provided by others.
10. The cost associated with erection of plywood sound walls around the geotechnical borings, in case noise protection measures are required, is not included, but can be added as an additional cost.
11. Spoils from the geotechnical field investigation that are not placed back into the boring holes and test pits will be stored temporarily at the existing LJV site. When demolition of the existing LJV proceeds, the spoils will be used as fill to re-grade the site.
12. Construction shoring design will be the responsibility of the contractor.
13. Radio surveys for the SCADA system are not required.
14. Consultation with the resource agencies is not included in this scope of work but can be provided under separate authorization if needed.
15. Consistent with the professional standard of care and unless specifically provided herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
16. Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.
17. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by Consultant pursuant to this agreement are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.
18. Since Consultant is not licensed in regards to hazardous materials, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the Project. In the event that City becomes aware of the presence of asbestos or hazardous material at the jobsite, City shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify Consultant. Consultant shall be entitled to cease any of its services that may

be affected by such presence, without any liability to Consultant arising therefrom, and shall assist the City in identifying a different consultant that can assist the City with such materials.

19. The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop or reject the work of the construction contractor.
20. The City will include in the general conditions of the construction contract, language which states that the construction contractor is required to hold harmless and defend the City, Consultant, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed thereunder. The City, Consultant, their agents, employees and consultants shall also be named as additional insureds in any construction contractor's insurance policies.

**COMPENSATION AND FEE SCHEDULE**

**EXHIBIT B**  
**COMPENSATION AND FEE SCHEDULE**  
**DESIGN OF REPLACEMENT OF LA JOLLA VIEW RESERVOIR (H125655)**

The overall total project fee, including optional tasks and an allowance for additional services (up to \$50,000), will not exceed \$997,800, unless other services are agreed to in writing between both parties. An approximate breakdown of the fees per task is presented on the following pages.

Services will be invoiced on a time and materials basis per the attached rate schedule. Services will be invoiced on a monthly basis with a breakdown per major task showing hours and rate per category, subconsultant fees, and expenses.

SCHEDULE OF HOURLY RATES AND COSTS FOR IEC  
CITY OF SAN DIEGO – LA JOLLA VIEW RESERVOIR REPLACEMENT PROJECT

Professional

Engineering Intern/Technician.....	\$ 65
CADD Designer I/Engineer I.....	\$ 105
Graphic Designer.....	\$ 110
CADD Designer II/Engineer II.....	\$ 115
CADD Designer III/Engineer III.....	\$ 125
Designer/Project Engineer .....	\$ 136
Senior Project Engineer.....	\$ 156
Sr.Project Engineer Planning & IS	\$ 175
Project Manager .....	\$ 175
Senior Project Manager.....	\$ 180
Principal .....	\$ 182
Principal Planning & IS.....	\$ 190

Environmental

Intern/Technician.....	\$ 65
Env Specialist I/Project Coord I ...	\$ 95
Technical Editor.....	\$ 90
Lead Technical Editor.....	\$ 110
Graphic Artist.....	\$ 110
Env Specialist II/Project Coord II	\$ 105
Env Specialist III/Project Coord III	\$ 115
Project Manager I .....	\$ 125
Project Manager II.....	\$ 135
Senior Technical Staff.....	\$ 160
Senior Project Manager.....	\$ 165
Principal.....	\$ 170

Administrative

Administrative Clerk.....	\$ 60
Word Processor/Admin Support..	\$ 68

Construction (Non-prevailing wage rates)

Construction Inspector .....	\$ 100
Senior Construction Inspector .....	\$ 110
Resident Engineer.....	\$ 125
Construction Manager.....	\$ 145
Sr. Construction Manager.....	\$ 155
CM Coordinator.....	\$ 85
Asst CM Coordinator .....	\$ 70

Reimbursable Costs

Special photography, postage, delivery services, express mail, printing, and any other specialty services performed by subcontractor or subconsultant will be reimbursed as a "direct expense" at actual costs (invoice/receipts required).

Travel expenses for the lowest cost effective air fare, train, car rental, and/or lodging will be reimbursed at actual costs (receipts required).

Per Diem will be reimbursed at actual costs (receipts required) up to \$50.00/day maximum.

A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%) and the City of San Diego must approve any rate adjustments in writing before they become effective.

FEE ESTIMATE FOR CITY OF SAN DIEGO LA JOLLA VIEW RESERVOIR REPLACEMENT PROJECT

Task/ Subtask	Task/Subtask Description	Principal in Charge	Sr. Project Manager	Sr. Project Engineer	Project Engineer/ Designer	Engineer III/ CAD III Designer	Engineer II/ CAD II Designer	Environmental/ Outreach Manager	Sr. Construction Manager	Word Processor	Admin. Clerk	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		\$182.00	\$180.00	\$156.00	\$136.00	\$125.00	\$115.00	\$170.00	\$155.00	\$68.00	\$60.00					
<b>TASK 1</b>	<b>PROJECT KICK-OFF AND DATA COMPILATION</b>															\$16,553
1.1	City Planning Report Review		4	4	4			4				16	\$2,568	\$48	\$0	\$2,616
1.2	Kick-off Meeting	4	4	3	4			4				19	\$3,140	\$57	\$0	\$3,197
1.3	Data Compilation		4	4	8							16	\$2,432	\$48	\$0	\$2,480
1.4	City Department Coordination Meeting (3)		9	9	12			8				38	\$6,016	\$114	\$2,130	\$8,260
<b>TASK 2</b>	<b>SURVEY AND MAPPING</b>		2	4	6	8					8	28	\$3,280	\$84	\$27,650	\$31,014
<b>TASK 3</b>	<b>UTILITY RESEARCH</b>															\$9,181
	Contact Dig-Alert and agencies				8					2		10	\$1,224	\$30	\$0	\$1,254
	Review data and agency follow-up			2	4		8					14	\$1,776	\$42	\$0	\$1,818
	Plot information on base mapping			2	4		20					26	\$3,156	\$78	\$0	\$3,234
	Field review utility information				8		8					16	\$2,008	\$48	\$0	\$2,056
	Contact SDG&E & review easement (1 meeting)		1	4								5	\$804	\$15	\$0	\$819
<b>TASK 4</b>	<b>GEOTECHNICAL INVESTIGATION</b>															\$111,907
4.1	Preliminary Geotechnical Assessment		6	8				4			6	24	\$3,368	\$72	\$7,800	\$11,240
4.2	Geotech Field Investigation Plan		1	2	8		8					19	\$2,500	\$57	\$0	\$2,557
	Geotech Field Testing Application (Bulletin 511)		2	6	12		8	8		2	6	44	\$5,704	\$132	\$0	\$5,836
	Application Review Meeting (1)			3	3							6	\$876	\$18	\$0	\$894
4.3	Base Geotechnical Investigation and Report		2	6	2			8			8	26	\$3,408	\$78	\$87,000	\$90,486
	Review meeting (1)			3	3							6	\$876	\$18	\$0	\$894
<b>TASK 5</b>	<b>CONCEPT PLAN &amp; PRE-DESIGN REPORT</b>															\$84,671
5.1	Project Concept Plan TM															
	Environmental Constraints & Compliance		2	2			4	12				20	\$3,172	\$60	\$0	\$3,232
	Assess jurisdictional conditions		2	2				12				16	\$2,712	\$48	\$0	\$2,760
	Evaluate need for trenchless pipe construction		4	8			4				6	22	\$2,788	\$66	\$0	\$2,854
	Recommend inlet/outlet pipe configuration		4	4			8					16	\$2,264	\$48	\$0	\$2,312
	Draft Concept Plan TM	2	6	4	12		8	8		4		44	\$6,252	\$132	\$0	\$6,384
	Review Meetings (2)		6	6	8			8				28	\$4,464	\$84	\$0	\$4,548
	Final Concept Plan	2	4	2	8		4	8		2		30	\$4,440	\$90	\$0	\$4,530
5.2	Basis of Design Report															
	Geotech Results Summary				2							2	\$272	\$6	\$0	\$278
	Soil Corrosivity Analysis			4	4						6	14	\$1,528	\$42	\$3,665	\$5,235
	Major Project Elements & 30% Plans		10	20	40		60			4	6	140	\$17,892	\$420	\$4,970	\$23,282
	Stormwater Drainage			2	8							10	\$1,400	\$30	\$0	\$1,430
	Potholing Plan			2	2		4					8	\$1,044	\$24	\$0	\$1,068
	Landscape & Irrigation Approach		4	2			4				6	16	\$1,852	\$48	\$7,200	\$9,100
	Construction Schedule & Sequencing		4	4	4							12	\$1,888	\$36	\$0	\$1,924
	Curb Ramp Improvements			2	4							6	\$856	\$18	\$0	\$874
	Construction Cost Estimate		1	4	8							13	\$1,892	\$39	\$0	\$1,931
	Draft BODR	4	4	8	12		16			4		48	\$6,440	\$144	\$0	\$6,584
	Review Meetings (2)	3	6	6	8							23	\$3,650	\$69	\$0	\$3,719
	Final BODR	2	2	4	8					2		18	\$2,572	\$54	\$0	\$2,626

**FEE ESTIMATE FOR CITY OF SAN DIEGO LA JOLLA VIEW RESERVOIR REPLACEMENT PROJECT**

Task/ Subtask	Task/Subtask Description	Principal in Charge	Sr. Project Manager	Sr. Project Engineer	Project Engineer/ Designer	Engineer III/ CAD III Designer	Engineer II/ CAD II Designer	Environmental / Outreach Manager	Sr. Construction Manager	Word Processor	Admin. Clerk	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		\$182.00	\$180.00	\$156.00	\$136.00	\$125.00	\$115.00	\$170.00	\$155.00	\$68.00	\$60.00					
<b>TASK 6</b>	<b>DESIGN</b>															\$307,724
6.1	Design PS&E															
	Plans: 60%, 100%, Final	12	80	180	220	220	240				16	968	\$130,644	\$2,904	\$108,885	\$242,433
	Specifications: 60%, 100%, Final		12	30	60					24	8	134	\$17,112	\$435	\$19,215	\$36,762
	Utility agency conflict check at 60%				4		16					20	\$2,384	\$60	\$0	\$2,444
	SWPPP			4	16		16					36	\$4,640	\$108	\$0	\$4,748
	Construction Schedule: 100% & Final			2	4							6	\$856	\$18	\$0	\$874
	Const. Cost Estimate: 60%, Final		4	8	20		8					40	\$5,608	\$120	\$0	\$5,728
	Calculations; Final			3	6					4		13	\$1,556	\$39	\$0	\$1,595
6.2	Design Review Meetings (3)	3	9	12	12							36	\$5,670	\$108	\$0	\$5,778
6.3	Constructability Review			6	12				30			48	\$7,218	\$144	\$0	\$7,362
<b>TASK 7</b>	<b>POTHOLING</b>			2	8		4				6	20	\$2,220	\$60	\$11,850	\$14,130
<b>TASK 8</b>	<b>RIGHT-OF-WAY ENGINEERING</b>			2	4						8	14	\$1,336	\$42	\$1,510	\$2,888
<b>TASK 9</b>	<b>ENVIRONMENTAL SUPPORT</b>															\$67,055
9.1	Vegetation Mapping and General Biological Surveys		6			36		16			8	66	\$8,780	\$198	\$3,600	\$12,578
9.2	Cultural Resources Studies		4					16			8	28	\$3,920	\$84	\$5,760	\$9,764
9.3	Biological Resources Survey Report		2	2	3	10		10			8	35	\$4,510	\$105	\$5,400	\$10,015
9.4	Revegetation Plan		2	2	3		8	10			8	33	\$4,180	\$99	\$6,600	\$10,879
9.5	Cultural Resources Survey Report		1	2	2			16			8	29	\$3,964	\$87	\$11,690	\$15,741
9.6	CEQA Support and Meetings															
	Meetings (4)		12					18				30	\$5,220	\$90	\$0	\$5,310
	Support Services							16				16	\$2,720	\$48	\$0	\$2,768
<b>TASK 10</b>	<b>SITE DEVELOPMENT PERMIT SUPPORT</b>							8				8	\$1,360	\$24	\$0	\$1,384
<b>TASK 11</b>	<b>BID &amp; CONSTRUCTION PHASE SUPPORT</b>															\$65,905
11.1	Bid Phase Support															
	Pre-bid meeting			4								4	\$624	\$12	\$0	\$636
	Responses to RFTs		4	4								8	\$1,344	\$24	\$0	\$1,368
11.2	Construction Phase Support															
	Pre-Con Meeting			4								4	\$624	\$12	\$0	\$636
	Construction Meetings (6)			18								18	\$2,808	\$54	\$0	\$2,862
	Responses to RFTs		3	20	40					4		67	\$9,372	\$207	\$0	\$9,579
	Review submittals		6	64	100							170	\$24,664	\$490	\$16,130	\$41,284
	Job Walk for Beneficial Use			8								8	\$1,248	\$24	\$0	\$1,272
	Job Walk & punch list input			12						2		14	\$2,008	\$42	\$0	\$2,050
	Final Job Walk			8								8	\$1,248	\$24	\$0	\$1,272
	As-Built Plans		2	4	8		24					38	\$4,832	\$114	\$0	\$4,946
<b>TASK 12</b>	<b>COMMUNITY OUTREACH SUPPORT</b>															\$41,602
12.1	Outreach Support & Coordination Meetings (4)		10					24			6	40	\$6,240	\$120	\$3,040	\$9,400
12.2	Community Outreach Plan		2			4		24				30	\$4,940	\$90	\$480	\$5,510
12.3	Public Presentations & Community Meetings (3+ 1-on-1)		12			12		40			8	72	\$10,940	\$216	\$4,160	\$15,316
12.4	Outreach Collateral				44			20				64	\$9,384	\$1,992	\$0	\$11,376

**FEE ESTIMATE FOR CITY OF SAN DIEGO LA JOLLA VIEW RESERVOIR REPLACEMENT PROJECT**

Task/ Subtask	Task/Subtask Description	Principal in Charge	Sr. Project Manager	Sr. Project Engineer	Project Engineer/ Designer	Engineer III/ CAD III Designer	Engineer II/ CAD II Designer	Environmental / Outreach Manager	Sr. Construction Manager	Word Processor	Admin. Clerk	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		\$182.00	\$180.00	\$156.00	\$136.00	\$125.00	\$115.00	\$170.00	\$155.00	\$68.00	\$60.00					
<b>TASK 13</b>	<b>PROJECT MANAGEMENT</b>															\$51,754
13.1	Monthly Progress Reports (assume 18)		80	24	24					18		146	\$22,632	\$438	\$0	\$23,070
13.2	Project Progress and Review Meetings (10)	8	48	48	48			24				176	\$28,192	\$492	\$0	\$28,684
	Task Subtotal - Hours	40	393	619	852	290	480	326	30	72	144	3246				
	Task Subtotal - Costs	\$7,280	\$70,740	\$96,564	\$115,872	\$36,250	\$55,200	\$55,420	\$4,650	\$4,896	\$8,640		\$455,512	\$11,521	\$338,735	\$805,768

<b>TASK 14 - OPTIONAL TASKS</b>																
14.1	Additional Geotechnical Field Investigation		12	8							8	28	\$3,888	\$84	\$45,400	\$49,372
14.2	Environmental Monitoring During Geotechnical Invest.							6			8	14	\$1,500	\$42	\$14,020	\$15,562
14.3	Paleontological Resources Technical Report							8			8	16	\$1,840	\$48	\$6,750	\$8,638
14.4	Trenchless Pipe Design		4	16	16		8				8	52	\$6,792	\$156	\$38,500	\$45,448
14.5	Structural Engineer Site Visits			2							8	10	\$792	\$30	\$2,000	\$2,822
14.6	Air Quality & GHG Emissions Tech Report		2	4				8			8	22	\$2,824	\$66	\$17,300	\$20,190
	Task Subtotal - Hours	0	18	30	16	0	8	22	0	0	48	142				
	Task Subtotal - Costs	\$0	\$3,240	\$4,680	\$2,176	\$0	\$920	\$3,740	\$0	\$0	\$2,880		\$17,636	\$426	\$123,970	\$142,032

**ADDITIONAL SERVICES BUDGET: \$50,000**

**TOTAL FEE with OPTIONAL and ADDITIONAL SERVICES: \$997,800**

# TIME SCHEDULE

## EXHIBIT C - TIME SCHEDULE

### DESIGN OF REPLACEMENT OF LA JOLLA VIEW RESERVOIR (H125655)

Task/ Subtask	Task/Subtask Description	Task Duration (weeks)
<b>TASK 1</b>	<b>PROJECT KICK-OFF AND DATA COMPILATION</b>	
1.1 - 1.2	Planning Report Review and Kick-off Meeting	1 week
1.3	City Data Compilation	2 weeks *
1.4	City Department Coordination Meetings	2 weeks *
<b>TASK 2</b>	<b>SURVEY AND MAPPING</b>	6 weeks
<b>TASK 3</b>	<b>UTILITY RESEARCH</b>	6 weeks
<b>TASK 4</b>	<b>GEOTECHNICAL INVESTIGATION</b>	
4.1	Preliminary Geotechnical Assessment	3 weeks
4.2	Geotech Investigation Plan & Application for Testing (Bulletin 511)	4 weeks *
4.3	Geotechnical Investigation and Report	8 weeks
<b>TASK 5</b>	<b>CONCEPT PLAN &amp; PRE-DESIGN REPORT</b>	
5.1	Draft Concept Plan Tech Memo	4 weeks
	City Review Draft Concept Plan TM	2 weeks *
	Final Project Concept Plan TM	3 weeks
5.2	Basis of Design Report - Draft	8 weeks
	City Review Draft BODR	3 weeks *
	Basis of Design Report - Final	2 weeks
<b>TASK 6</b>	<b>DESIGN</b>	
6.1	60% Design PS&E	7 weeks
	Utility agency conflict check at 60%	3 weeks *
	City Review 60% PS&E	3 weeks *
	100% Design PS&E	8 weeks
	City Review 100% PS&E	3 weeks *
	Final Design PS&E	3 weeks
6.2	Design Review Meetings	Concurrent with other tasks
6.3	Constructability Review (at 100% Design stage)	3 weeks
<b>TASK 7</b>	<b>POTHOLING</b>	Concurrent with other tasks
<b>TASK 8</b>	<b>RIGHT-OF-WAY ENGINEERING</b>	Concurrent with other tasks
<b>TASK 9</b>	<b>ENVIRONMENTAL SUPPORT</b>	
9.1	Vegetation Mapping and General Biological Surveys	4 weeks
9.2	Cultural Resources Studies	4 weeks
9.3	Biological Resources Survey Report	6 weeks
9.4	Revegetation Plan	6 weeks
9.5	Cultural Resources Survey Report	6 weeks
9.6	CEQA Support & Meetings	Concurrent with other tasks
<b>TASK 10</b>	<b>SITE DEVELOPMENT PERMIT SUPPORT</b>	Concurrent with other tasks
<b>TASK 11</b>	<b>BID &amp; CONSTRUCTION PHASE SUPPORT</b>	
11.1	Bid Phase Support	8 weeks (as needed per City schedule)
11.2	Construction Phase Support	72 weeks (as needed per City schedule)
<b>TASK 12</b>	<b>COMMUNITY OUTREACH SUPPORT</b>	Concurrent with other tasks
<b>TASK 13</b>	<b>PROJECT MANAGEMENT</b>	Concurrent with other tasks
<b>TASK 14</b>	<b>OPTIONAL TASKS</b>	TBD

\* Part or all of this task is by others. An assumed/estimated duration is listed.

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

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

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

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

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

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

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

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

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

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

**B. Subcontractor Participation List.** The Subcontractor Participation List (Attachment BB) 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.

**C. Commitment Letters.** Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

**D. Contract Activity Reports.** To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

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

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
  4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

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

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or 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.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SMBE, SWBE

Dept. of General Services:

DVBE

CA Public Utilities Commission:  
City of Los Angeles:  
SD Regional Minority Supplier Diversity Council:

MBE, WBE  
DBE, WBE, MBE  
MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego

ATTACHMENT AA

### EQUAL OPPORTUNITY CONTRACTING (EOC)

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

Phone: (619) 236-6000 • Fax: (619) 235-5209

## WORK FORCE REPORT

### ADMINISTRATIVE

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

### CONTRACTOR IDENTIFICATION

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

Name of Company: Infrastructure Engineering Corporation

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 14271 Danielson Street

City Poway County San Diego State CA Zip: 92064

Telephone Number: (858) 413-2400 FAX Number: (858) 413-2440

Name of Company CEO: Preston H. Lewis, P.E.

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

Address: 301 Mission Avenue, Suite 202

City Oceanside County San Diego State CA Zip 92054

Telephone Number: (760) 529-0795 FAX Number: (760) 529-0785

Type of Business: Civil Engineering and Construction Mgmt. Type of License: Professional Engineering

The Company has appointed: Vicki Shaw

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: 14271 Danielson Street, Poway, CA 92064

Telephone Number: (858) 413-2400 FAX Number: (858) 413-2440

- 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 Infrastructure Engineering Corporation

(Firm Name)

, San Diego CA hereby certify that information provided

(County)

(State)

here in is true and correct. This document was executed on this 29th day of August, 2012

Preston H. Lewis, P.E. - President

(Authorized Signature)

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): Poway and Oceanside

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

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

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

Totals Each Column			1	3	1	1	1	1			17	9		
--------------------	--	--	---	---	---	---	---	---	--	--	----	---	--	--

Grand Total All Employees

34

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

## **Exhibit: Work Force Report Job categories**

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

### **Management & Financial**

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

### **Professional**

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

Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

### **Architecture & Engineering, Science, Computer**

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

### **Technical**

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

### **Sales**

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

### **Administrative Support**

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

### **Services**

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

Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

### **Crafts**

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

### **Operative Workers**

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

### **Transportation**

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

### **Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	SLBE/ELBE (*MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Ninyo & Moore Geotechnical and Environmental Sciences Consultants 5710 Ruffin Road San Diego, CA 92123	Geotechnical	11.8%	MBE	City of LA
Simon Wong Engineering 9968 Hibert Street, Ste. 202 San Diego, CA 92131-1037	Structural	7.8%	MBE MBE	CA PUC SDRMSDC
Brierly Associates 2329 West Main Street, Ste. 201 Littleton, CO 80120	Trenchless Technologies	0.0% ***	OBE	N/A
RCE Traffic Engineering 9255 Dillon Drive La Mesa, CA 91941	Traffic Control	2.7%	SLBE OBE	City of SD CA Dept. GS
RFYeager Engineering 9562 Winter Gardens Suite D-151 Lakeside, CA 92040	Corrosion	1.6%	ELBE DVBE OBE	City of SD CA Dept. GS CA Dept. GS
David Reed Landscape Architects 2171 India Street, Suite A San Diego, CA 92101	Landscaping & Irrigation	2.7%	ELBE OBE	City of SD CA Dept. of GS
Moraes/Pham & Associates 2131 Palomar Airport Road, Suite 120 Carlsbad, CA 92011	Electrical/I&C/ Security	2.2%	SLBE MBE	City of SD Caltrans
Aguirre & Associates 8265 Commercial Street, Ste. 1 La Mesa, CA 91942	Surveying/Mapping Easements	3.5%	SLBE MBE	City of SD CA PUC
PCG Utility Consultants, Inc. 9952 Dolores Street, Suite B Spring Valley, CA 91977	Potholing	1.5%	ELBE DBE WBE	City of SD Caltrans CA PUC

O'Day Consultants 2710 Loker Avenue West Suite 100 Carlsbad, CA 92010	Demolition/Civil Support	3.1%	SLBE DVBE OBE	City of SD CA Dept. GS CA Dept. GS
Rocks Biological Consulting 5101 September Street San Diego, CA 92110-1119	Biological Resources	2.3%	ELBE	City of SD
Laguna Mountain Environmental 7969 Engineer Road, Ste. 208 San Diego, CA 92111	Archaeology/ Paleontology	0.5%	SLBE SBE	City of SD CA Dept. GS
IS Architecture 5649 La Jolla Boulevard La Jolla, CA 92037	Historical Architecture Resources	1.7%	SLBE SWBE OBE	City of SD Caltrans CA Dept. GS
ZMassociates, Inc. 1001 Dove Street, Ste. 190 Newport Beach, CA 92660	Air Quality & GHG	0.0% ***	DVBE OBE	CA Dept. GS CA Dept. GS
Vic Salazar Communications 2514 Jamacha Road #502-21 El Cajon, CA 92019	Community Outreach	0.6%	ELBE DBE MBE OBE	City of SD Caltrans CA PUC CA Dept. GS

\* For information only.

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

\*\*\* Services by this subconsultant are included in an Optional Task.

List of Abbreviations:

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
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE



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

**PROJECT TITLE:** La Jolla View Reservoir  
\_\_\_\_\_

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

Infrastructure Engineering Corporation  
Name under which business is conducted

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

Signed *Robert S. Weber*  
Printed Name Robert S. Weber  
Title VP  
Date 10/2/2012

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

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

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

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

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

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

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

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

**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.

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: Department of Public Works – Engineering & Capital Projects
2. Name of Specific Consultant & Company: Infrastructure Engineering Corporation
3. Address, City, State, ZIP: 14271 Danielson Street, Poway, CA 92064
4. Project Title (as shown on 1472, "Request for Council Action"): La Jolla View Reservoir
5. Consultant Duties for Project: Design Engineering Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

OCA-DD
By: ELIF CETIN [Signature] 8/30/12
[Name/Title]\* [Date]

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

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

**SUSTAINABLE BUILDING MEASURES:**

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

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

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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





# **Contractor/Vendor Registration Form**



# City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: 10004903

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:

City:  State:  Zip:

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

Product/Services Description:

Firm Name:

Infrastructure Engineering Corporation

IEC provides engineering, environmental, and construction management services to public agency clients throughout California with specific expertise in water, wastewater, and recycled water planning and design, municipal services, construction management, and CEQA/NEPA compliance and public outreach. Through our five offices, we are conveniently located to serve clients throughout the state.

Product/Services Information:

NIGP Codes:

90735, 90738, 90775, 90779, 91800, 91842, 91843, 91888, 92500, 92517, 92533, 92570, 92586, 92587, 92596, 92597, 96132, 96847

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm  
(51% ownership or more)

- Male  
 Female or
  Sole Proprietorship  
 Partnership  
 Corporation  
 Limited Liability Partnership  
 Limited Liability Corporation  
 Joint Venture  
 Non-Profit  
 Governmental/Municipality/Regulatory Agency  
 Utility

Ethnicity:

Ethnicity: \*Caucasian American

\* select one from the following List of Ethnicities:

- |                           |
|---------------------------|
| AFRICAN AMERICAN          |
| ASIAN AMERICAN            |
| CAUCASIAN AMERICAN        |
| HISPANIC AMERICAN         |
| NATIVE AMERICAN           |
| PACIFIC ISLANDER AMERICAN |

**Ownership Classification**

Classification:

**\*SBE**

\* select from the following **List of Ownership Classification Codes** (select all that apply):

	WBE	(Woman Owned Business Enterprise)
	OBE	(Other Business Enterprise)
	DBE	(Disadvantaged Business Enterprise)
	DVBE	(Disabled Veteran Business Enterprise)
	SLBE	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
X	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)
	DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
	LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

**Certified by an Agency?**       No       Yes (enter Certification Number and Certifying Agency below)

Certification #: **38415**

Agency: **State of California Department of General Services**

Certification #: [Redacted]

Agency: [Redacted]

**Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.**

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/ 236-5904

# **Contractor Standards Pledge of Compliance**

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
***Pledge of Compliance***

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Design of Replacement of La Jolla View Reservoir – Contract Number: H125655

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**B. BIDDER/CONTRACTOR INFORMATION:**

Infrastructure Engineering Corporation			
Legal Name		DBA	
14271 Danielson Street	Poway	CA	92064
Street Address	City	State	Zip
Preston Lewis, <i>President</i>		858.413.2400	858.413.2440
Contact Person, Title		Phone	Fax

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes     No

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

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

Yes     No

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

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 3/4/2002 State of incorporation: California

List corporation's current officers: President: Preston Lewis, PE  
Vice Pres: Rob Weber, PE  
Secretary: Vicki Shaw  
Treasurer: /CFO Rob Weber, PE

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

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

List names of members who own five percent (5%) or more of the company:

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

List names of all firm partners:

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**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:

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**Joint Venture** Date started: \_\_\_\_\_

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

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

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

**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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes     No

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

**G. COMPLIANCE::**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?  
 Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**4. 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 governmental entity?

Yes  No

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

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

Yes  No

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

**I. TYPE OF SUBMISSION: This document is submitted as:**

Initial submission of *Contractor Standards Pledge of Compliance*.

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

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Preston Lewis, President  
Print Name, Title

  
Signature

January 4, 2012  
Date

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

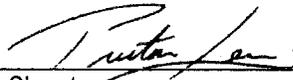
Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**Response to F. 2. –**

**In July 2008 Otay Water District terminated, for convenience, a design contract with Infrastructure Engineering Corporation for the design of the Jamacha Road Pipeline.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Preston Lewis, *President*  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

January 4, 2012  
\_\_\_\_\_  
Date

**EQUAL BENEFITS ORDINANCE**

**CERTIFICATION OF  
COMPLIANCE**

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# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

## COMPANY INFORMATION

Company Name: Infrastructure Engineering Corporation	Contact Name: Preston Lewis
Company Address: 14271 Danielson Street, Poway, CA 92064	Contact Phone: 858.413.2400
	Contact Email: plewis@iecorporation.com

## CONTRACT INFORMATION

Contract Title: Design of Replacement of La Jolla View Reservoir	Start Date:
Contract Number (if no number, state location): H125655	End Date:

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Preston Lewis, *President*

January 4, 2012

Name/Title of Signatory

Signature

Date

## FOR OFFICIAL CITY USE ONLY

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_

**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

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

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

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

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

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

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

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

Infrastructure Engineering Corporation  
Name of Firm

Robert S. Weber  
Signature of Authorized Representative

Robert S. Weber  
Printed/Typed Name

10-2-12  
Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: LA JOLLA VIEW RESERVOIR

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

INFRASTRUCTURE ENGINEERING CORP.  
(Name under which business is conducted)

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

Signed Robert Weber  
Printed Name ROBERT WEBER  
Title 10-2-12