

**DUPLICATE**  
ORIGINAL

**AGREEMENT BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND**  
**AECOM TECHNICAL SERVICES, INC.**

**FOR**  
**OTAY 2<sup>ND</sup> PIPELINE PHASE 1**

**CONTRACT NUMBER: H146218**

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**TABLE OF CONTENTS**

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**ARTICLE I  
Design PROFESSIONAL SERVICES**

1.1 Scope of Services ..... 1  
1.2 Contract Administrator..... 1  
1.3 City Modification of Scope of Services..... 2  
1.4 Written Authorization ..... 2  
1.5 Confidentiality of Services ..... 2  
1.6 Competitive Bidding ..... 2

**ARTICLE II  
DURATION OF AGREEMENT**

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

**ARTICLE III  
COMPENSATION**

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

**ARTICLE IV  
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1 Industry Standards ..... 5  
4.2 Right to Audit..... 5  
4.3 Insurance ..... 6  
4.4 Subcontractors ..... 9  
4.5 Contract Activity Report ..... 10  
4.6 Non-Discrimination Requirements. .... 10  
4.7 Drug-Free Workplace..... 11  
4.8 Title 24/Americans with Disabilities Act Requirements..... 11

4.9	Product Endorsement .....	12
4.10	Conflict of Interest.....	12
4.11	Mandatory Assistance.. .....	13
4.12	Compensation for Mandatory Assistance.....	13
4.13	Attorney Fees related to Mandatory Assistance .....	13
4.14	Energy Conservation Specifications.....	14
4.15	Notification of Increased Construction Cost .....	14
4.16	Sustainable Building Policy.....	14
4.17	Design-Build Competition Eligibility .....	14
4.18	Storm Water Management Discharge Control .....	15
4.19	ADA Certification .....	15
4.20	Prevailing Wage Rates.....	15

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

6.1	Indemnification .....	17
6.2	Design Professional Services Indemnification and Defense.....	18
6.3	Insurance .....	18
6.4	Enforcement Costs .....	18

**ARTICLE VII  
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	18
7.2	Mandatory Mediation Costs .....	18
7.3	Selection of Mediator .....	19
7.4	Conduct of Mediation Sessions.....	19

**ARTICLE VIII  
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire.....	20
8.2.	Rights in Data .....	20
8.3	Intellectual Property Rights Assignment.....	20
8.4	Moral Rights.....	20
8.5	Subcontracting .....	20
8.6	Publication Design .....	21

8.7	Intellectual Property Warranty and Indemnification .....	21
8.8	Enforcement Costs .....	21

**ARTICLE IX  
MISCELLANEOUS**

9.1	Notices .....	21
9.2	Headings .....	21
9.3	Non-Assignment .....	21
9.4	Independent Contractors .....	22
9.5	Design Professional and Subcontractor Principals for Professional Services.....	22
9.6	Additional Design Professionals or Contractors.....	22
9.7	Employment of City Staff .....	22
9.8	Covenants and Conditions .....	22
9.9	Compliance with Controlling Law .....	22
9.10	Jurisdiction and Attorney Fees.....	23
9.11	Successors in Interest.....	23
9.12	Integration .....	23
9.13	Counterparts .....	23
9.14	No Waiver .....	23
9.15	Severability .....	23
9.16	Municipal Powers .....	23
9.17	Drafting Ambiguities .....	23
9.18	Conflicts Between Terms.....	24
9.19	Design Professional Evaluation .....	24
9.20	Exhibits Incorporated.....	24
9.21	Survival of Obligations.....	24
9.22	Contractor Standards.....	24
9.23	Equal Benefits Ordinance .....	24
9.24	Public Records .....	25

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND AECOM TECHNICAL SERVICES, INC.  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and AECOM Technical Services, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Otoy 2nd Pipeline Phase 1 [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 1, 2019; 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 \$550,000.00. The compensation for the Scope of Services shall not exceed \$513,265.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$36,735.00.

**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 Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements.**

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

##### **4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

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

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

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

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

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

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

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

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

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

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D Attachment 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.** Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time. Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

**4.19 ADA Certification.** The Design Professional hereby certifies (Exhibit L) that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

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

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

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

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

**4.20.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of

this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**4.20.2. Penalties for Violations.** Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

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

**4.20.3.1.** For agreements entered into on or after April 1, 2015, Design Professional and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

**4.20.6. Required Provisions for Subcontracts.** Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a

subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

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

**4.20.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**4.20.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Design Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration to the City upon request.

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

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law,

Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, 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 sole willful misconduct of the Indemnified Parties.

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

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

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

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

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

## **ARTICLE VII MEDIATION**

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

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or

expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

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

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

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

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

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

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

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such 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: Public Works Department, c/o David Manela, 525 B Street, Suite 750 San Diego CA 92101, and notice to the Design Professional shall be addressed to: AECOM Technical Services, Inc., 401 West A Street, Suite 1200, San Diego, CA 92101.

**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: Eric Zagol [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 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 I. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.23 Equal Benefits Ordinance.** 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 J. 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:

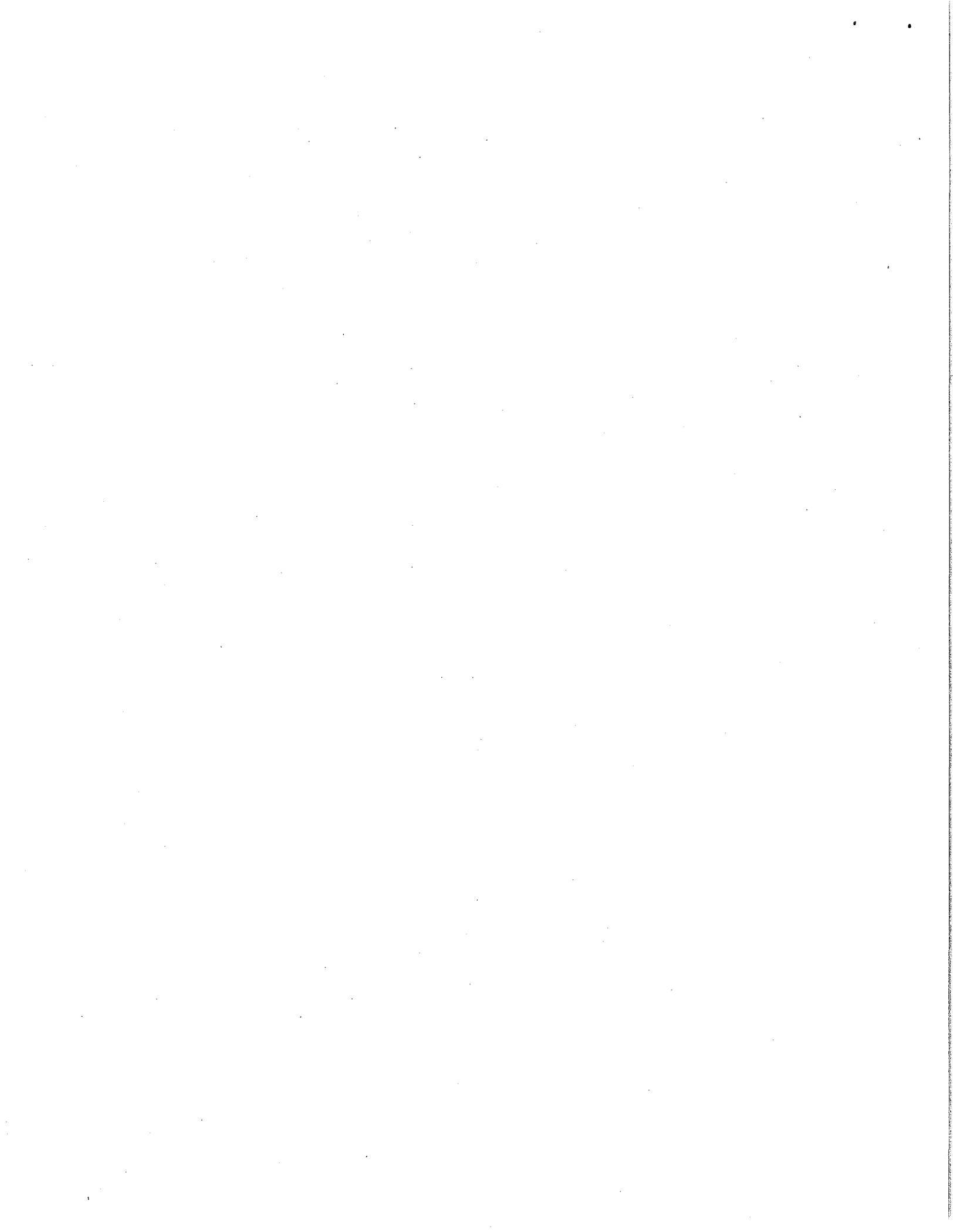
During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

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.

**9.24 Public Records.** This contract is a public document subject to the California Public Records Act. Documents produced during the award and performance of this Agreement may be subject to public review. Attached Exhibit K (Regarding Information Requested under the California Public Records Act) is the process for disclosing the Consultant's confidential documents.

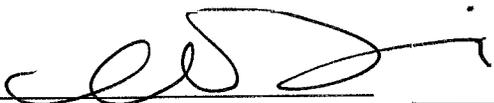
*The remainder of this page has been intentionally left blank.*



IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R-309736, authorizing such execution, and by the Design Professional pursuant to the Design Professional's signature authority document.

Dated this 15<sup>th</sup> day of June, 2015.

THE CITY OF SAN DIEGO  
Mayor or Designee

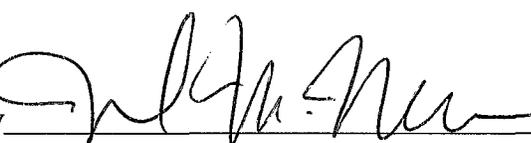
By:   
W. Downs Prior  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind AECOM Technical Services, Inc. and that I have read all of this Agreement, this 2<sup>nd</sup> day of April, 2015.

By:   
Eric Zagol  
Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 15<sup>th</sup> day of June, 2015.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney

JAN 21 1950

## 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
  - (DD) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES – OTAY 2<sup>ND</sup> PIPELINE PHASE 1**

#### **BACKGROUND**

The Otay 2nd Pipeline is one of the City's oldest and most important treated water transmission mains. Because of its ability to move water between the City's Alvarado and Otay service areas, it provides great operational flexibility and system reliability. Otay 2nd pipeline operates at either the 536 HGL (Alvarado Zone) or the 490 HGL (Otay Zone.) With sections of the 36-inch diameter cast iron pipe more than 70 years old, it has now reached the end of its useful life. As a result of the mandatory Cast Iron Pipeline Replacement Program, the age of the pipeline, and its insufficient capacity, the Water Department initiated a capital improvement project to replace the existing Otay 2nd pipeline with a new 48-inch diameter cement mortar lined and coated welded steel pipeline. The Otay 2nd Pipeline replacement is broken into several phases or projects. This project provides for the replacement of the Phase I segment, which runs from the 65th and Imperial valve at the 65th and Herrick Pump Station to the intersection of Skyline Dr. and Woodman Street. Much of the alignment will be moved from an existing easement through commercial and residential development to City's right-of-way along Imperial Avenue or Atkins Avenue, and along Woodman Street. The alignment runs adjacent the existing Cielo & Woodman Pump Station and will serve as the feed source to the future larger Cielo and Woodman Pump Station. The two projects are intertwined, since the new Otay 2nd pipeline must be operational for the start-up and testing of the future Cielo and Woodman Pump Station. Although the projects are related, they are funded through separate budgets and therefore will have separate design contracts, separate schedules, separate bid packages, and result in 2 separate construction contracts. This scope of work and attached fee are related to the Pipeline replacement project only. A separate scope and fee is provided for the design of the replacement of the Cielo and Woodman pump station.

#### **PROJECT DESCRIPTION**

The project will replace approximately 4,600 lf of existing 36-inch cast iron transmission pipeline with new 48-inch steel water transmission pipeline. The project will include the abandonment of 2,800 lf of the existing 36-inch pipeline in place. The project includes approximately 200 lf of trenchless construction to install the pipeline below the MTS tracks. The Northern terminus will connect to the existing 65th and Imperial valve, and the southern terminus will connect to the existing Otay 2nd pipeline. The exact alignment will be determined during the conceptual design; however the pipeline will run along Woodman Ave and pass by the new Cielo and Woodman pump station, and have a 30-inch suction connection to the new pump station. The pipeline will also have a 30 -inch or possibly two (2) 16-inch connections the existing 65th and Imperial PRS.

The project will also include approximately 100 lf of 24-inch steel pipeline located along Cielo Drive to connect the new pump station discharge to existing pipeline located in the intersection of Cielo and Woodman installed as part of GJ 949. Preliminary evaluation by AECOM based on discussion with the City shows the pipeline to be exempt from CEQA.

The total length of each pipeline element is shown below in Table 1.

**Table 1 Pipeline Lengths**

<b>Pipeline Section</b>	<b>Units</b>	<b>Length</b>
48-inch Open Cut	LF	4,400
48-inch Trenchless	LF	200
36-inch Abandonment	LF	2,800
24-inch Open Cut	LF	100
<b>Total</b>	<b>LF</b>	<b>7,500</b>

The project includes the following:

- Pipeline design
- Trenchless design
- Traffic control design
- Surveying and mapping
- Environmental support
- Community meeting attendance
- MTS, DSD, and Tunnel classification permit coordination
- Corrosion control
- Bid and construction phase services

Consultant's Scope of Services is described below.

## **PHASE A – DESIGN**

### **Task 1000 - Project Management**

#### Task 1010 – Kickoff Meeting

Consultant team will meet with City staff and representatives from KEH, Darnell and to discuss objectives, approach, schedule, milestones, and required data. An agenda will be provided to City staff prior to the meeting.

#### Task 1020 – Prepare Project Management Plan

Consultant will prepare a project plan identifying project tasks, schedule, staffing, resources, and project milestones. This task includes preparation and execution of sub-consultant agreements.

#### Task 1030 – Progress Meetings with City Staff (4)

Progress meetings will be held on an as needed basis or as requested by the City, Consultant will meet with City staff to discuss the project status and discuss pending design issues. Consultant will bring team members and invite subconsultants commensurate with the anticipated discussion. A total of four (4) meetings will be attended with 3-hour duration, including travel time during the Design Phase. The Project Manager and/or the Design Manager will attend as needed.

#### Task 1040 - Project Site Visits (2)

Consultant will meet with Subconsultants and/or City staff on-site to identify and/or resolve issues that require knowledge or understanding of the site conditions. Up to a total of two (2) site meetings or site visits will be attended by up to 4 AECM team members with maximum three-hour (3 hr.) duration. The Project Manager or the Design Manager will attend along with other team members as required.

#### Task 1050 –Coordination Meetings (8)

Consultant will meet with Subconsultants and/or Internal design staff to identify and/or resolve issues, evaluate progress, and provide coordination among disciplines. Up to a total of eight (8) internal coordination meetings will be held with a maximum one-hour (1) duration. The Project Manager, Design Manager, discipline design staff and Subconsultant staff will attend, as needed.

#### Task 1060 – Prepare Progress Reports

Consultant will prepare up to twelve (12) Monthly Progress Reports for AECOM's specific Scope of Work, summarizing the schedule and providing project status, factors affecting schedule and budget, work accomplished, key decisions made, technical issues, financial issues, and status of the overall schedule and budget. Progress report will cover each of the 8 areas mentioned, and will be more than just a few lines/bullet points on the last page of invoice. Progress Report will be supplemented with regular communications follow up, (by phone, emails.) The Monthly Progress Reports will be submitted with each monthly invoice as narrative and descriptive support documentation.

#### Task 1070 – Project Administration and Correspondence

This task covers project administration, and correspondence with the City staff, government agencies, and stakeholders, private utilities, and other parties either involved in the infrastructure improvements or otherwise affected by the design or construction requirements. Correspondence includes phone conversations, emails, preparation of letters and memoranda communications.

#### **Task 2000 –Investigations**

##### Task 2010 – Data Collection and Review

Consultant will review background data made available by the City consisting of:

- Record Drawings.
- GIS data
- Existing Utility data
- Existing and available geotechnical reports and data.
- Environmental documentation.
- Parcel Maps
- Right of Way Mapping
- Flow and Pressure Requirements
- Traffic Control Criteria
- Surge limitations

- Staging

#### Task 2020 – Prepare TM-1 Alignment Alternatives Analysis

Consultant will identify up to 5 potential alignment alternatives for City consideration, taking into account previously proposed alignments, previous City reports, records, City Standards and guidelines, and potential impacts to the areas. The list will be shortened to 3 final alternatives for further comparison.

Consultant will perform site reconnaissance consisting of walking and photographing the alternative pipeline routes. Special attention will be given to possible laydown areas, conflicts with existing improvements, construction access, traffic impacts, and existing conditions.

Once the data is collected and analyzed, Consultant will prepare a Technical Memorandum comparing the 3 final alternative alignments recommend a preferred final alignment for City review and confirmation. This alignment will become the basis for further investigations and data collection tasks identified below.

#### Task 2030 – Aerial Survey and Mapping (City Provided)

Aerial survey and mapping will be provided by the City. The area to be surveyed is a 200 foot wide strip approximately 4,600 linear feet in within the right of way (ROW) of Imperial Avenue or Akins Avenue and Woodman Street ending at Skyline Drive in the City of San Diego. City will combine field and aerial surveys to produce an aerial topographic base map with 1-foot contours for the purpose of aiding in the design and construction of a new 48" pipeline (exact location to be determined).

During the course of the survey, City will locate local horizontal control to establish and set aerial control targets and set additional survey control for supplemental ground surveys. City will also set a minimum of two permanent benchmarks on the project site that will be used for Horizontal control for construction activities. City will include ROW research and delineation. AECOM will coordinate with the City to provide alignment to be surveyed.

#### Task 2040 – Geotechnical Investigation and Report

Geotechnical investigation and reporting will be provided by AECOM Subconsultant Allied Geotechnical Engineers (AGE.) The work includes review of existing available geotechnical documents, field reconnaissance, subsurface investigation, laboratory testing, and preparation of the Draft and Final Geotechnical Report summarizing the results and recommendations. A total of 6 borings are proposed, exact location to be determined. AGE proposes to perform 4 borings to a depth on the order of 15 feet below the existing ground surface (bgs) along the alignment, and 2 boring to a depth on the order of 30 feet bgs at the proposed railroad crossing. Existing pavement depth at the boring will be measured and recorded. During drilling, Standard Penetration Test (SPT) will be performed with a specially manufactured split-spoon sampler at selected depth intervals. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter modified California barrel sampler. In addition, loose bulk samples will also be collected of each different geologic unit encountered in the borings. Soil cuttings will be field screened for possible presence of volatile organic compounds using an Organic Vapor Meter (OVM.) Sampling for soil corrosivity testing will be performed.

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

- In-place Moisture Content (ASTM D2216)
- Moisture Content and Dry Density (ASTM D2937)
- Wet Sieve Analysis (ASTM D422)
- Expansion Index (ASTM D4829)
- R-Value (Cal301)
- Compaction (ASTM 1557)
- Direct Shear (ASTM D3080) and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

AGE will analyze the field and laboratory data and develop recommendations pertaining to the geotechnical aspects of the project. A summary of findings, opinions and recommendations will be presented in a written report.

#### Task 2050 – Soil Corrosivity Assessment

A soil corrosivity assessment will be completed by AECOM Subconsultant RF Yeager. The assessment will include review of existing data, on-site soil resistivity testing along the alignment, review of soil data and chemical analysis performed under task 2040, and a stray current inference review. The data, assessment, and recommended level of corrosion control methods or monitoring will be presented in a report.

#### Task 2060 – Utility Review, Potholing, and Permit Research

Consultant will contact Underground Service Alert to get a listing of utilities that may have facilities in the area of the project. Consultant will mail information request letters to each utility identified and follow-up as needed with phone calls and other correspondence. Information provided by the utilities will be recorded on the base map.

Potholing will be performed by AECOM Subconsultant AirX. For the purposes of this proposal, it has been assumed that potholes depth requirements will range from less than 5 feet to as much as 11 feet in depth. A Total of 21 potholes have been included as follows:

- 12 potholes less than 5 feet in depth
- 6 potholes from 5 feet to 8 feet in depth
- 2 potholes from 8 feet to 11 feet in depth

Once the base map has been updated with the utility information, it will be sent back to the utilities with facilities in the area of the project to receive their concurrence. Consultant will identify the requirements for permits including tunneling, encroachment permits for MTS, and DSD permits. Consultant will provide technical data and coordinate permit applications. City will submit application and pay fee to permitting agencies.

#### Task 2070 – Evaluate Trenchless Construction

AECOM Subconsultant Bennett Trenchless Engineers will review the geotechnical data, evaluate settlement potential, and recommend the preferred trenchless method of construction. The recommendation and results of this evaluation will be presented in Technical Memorandum 2.

#### Task 2080 – Technical Workshop

Consultant will conduct a technical workshop to discuss the critical aspects of the design. Attendance will include:

- City staff
- Up to 2 AECOM staff
- Allied Geotechnical (Geotechnical)
- Darnell and Associates (Traffic Control)
- Consultant's Trenchless Technical Advisor (Bennett)

#### Task 3000 – Preliminary Design (30%)

Consultant will prepare plans, specification list, and an opinion of probable construction cost for and open cut, abandonment, and trenchless crossing construction.

#### Task 3010– Prepare a Basis of Design Report

Consultant will prepare a Basis of Design Report, which will consist of the following:

- Alignment alternative analysis and recommendations from TM 1
- Flow data and hydraulic analysis summary of City provided data
- Confirmation of pipeline sizes
- Casing Requirements
- Permit/environmental requirements
- Identification permanent or temporary right-of-way issues
- Trenchless crossing technology recommendations

Technical Appendices. It is anticipated that the Consultant's report will reference reports by Allied Geotechnical, RFYeager, and Bennett Trenchless Construction. These reports will be included as appendices to the Consultant's report.

- Task 3020 – Environmental Review Assistance
- 

Consultant will provide the City with technical descriptions and available graphical information for preparing environmental documentation and permits. Based on City's input to date, it is assumed that the Project is exempt from CEQA documentation. Consultant's services will be minor and limited to the effort shown in the Engineering Fee Estimate. If additional Consultant services are required, they can be provided with additional fee.

#### Task 3030 –Community Outreach

Consultant will attend up to a maximum of two (2) four-hour (4 hr.) community outreach meetings as organized and requested by the City. The Project Manager and the Design Manager or designated Subconsultant will attend.

Consultant will prepare exhibits as requested by the City for meeting limited to the effort shown in the Engineering Fee Estimate. If additional Consultant services are required, they can be provided with additional fee. Community outreach specialist Collaborative Resources is a technical resource available to AECOM and the City to assist with community outreach effort for additional fee, if needed. No Scope or fee has been allocated to Collaborative Resources at this time.

#### Task 3040 – Preliminary Design Package (30%)

Consultant will prepare 30% plans, and specifications outline. The City will be provided with three sets for review.

The 30% Design Drawings will include at a minimum the following:

- a) Title Sheet with General Notes, Vicinity Map, Key Map, and Legend
- b) Preliminary List of Construction Drawings (Sheet Index)
- c) Existing Topographic and Aerial Survey Information
- d) Locations of Existing Public and Private Utilities Within the Project Area on Plan and Profile
- e) Preliminary Site Plan
- f) Water Pipeline Diameters and Horizontal Alignments
- g) Preliminary Traffic Control Plans
- h) Specification Table of Contents (Greenbook Format)

No storm water management design or BMP's are included.

#### Task 3050 –30% Design Package Review

This task accounts for review activities, of the 30% design package, both internal and external. It includes internal QA/QC review, responses to City review comments, and attendance at the City Review Comment Consultation meeting by the PM. Consultant will prepare internal QA/QC review, incorporate QA/QC comments. Respond to City review comments. Consultant will attend a meeting with City staff to discuss and resolve all comments after the City has completed its review.

#### Task 4000 – Prepare 60% Design Package

##### Task 4010 – Prepare 60% Design Plans

Consultant will incorporate agreed up City review comments, and advance the 30% Design package to 60% Design Completion. Consultant will prepare plans, specifications and an opinion of probable construction cost for and open cut, abandonment, and trenchless crossing construction. The 60% Design Drawings will include at a minimum the following:

- a) Title Sheet with General Notes, Vicinity Map, Key Map, and Legend
- b) Preliminary List of Construction Drawings (Sheet Index)
- c) Existing Topographic and Aerial Survey Information
- d) Locations of Existing Public and Private Utilities Within the Project Area on Plan and Profile
- e) Preliminary Site Plan
- f) Water Pipeline Plan and Profiles

- g) Traffic Control Drawings
- h) Corrosion Control
- i) Trenchless Details
- j) ADA Sheets
- k) Street Resurfacings Plans
- l) Specification Table of Contents (Greenbook Format)

The estimated sheet count is as follows:

General Sheets

- Title Sheet, Drawing Index (1)
- General Notes, Survey Information, and Abbreviation Sheet (1)
- Key Map, Site Layout Sheet (including construction lay down areas) (1)

Pipeline Sheets

- Plan and Profile Sheets (6)
- Micro Tunnel or Jack and Bore Sheets (3)
- Abandonment Sheets (3)
- Detail Sheets (3)
- ADA sheets (2)
- Street Resurfacing Sheets (2)
- Corrosion Control Sheets (2)

Traffic Control Sheets

- Traffic Control Sheets (19)

Task 4020 – Specifications and Calculations

Consultant will prepare the following specifications:

Special Provisions Sections

- General provisions supplement
- Summary of Work
- Measurement and payment provisions
- Submittals
- Construction coordination
- Utility protection

Proposed Technical Specifications

- Micro tunneling or Bore and Jack
- Casing pipe material, workmanship, and installation
- Carrier pipe placement in casing
- Pipe welding
- Backfill grouting of casing
- Trenching and backfill
- Concrete construction
- Pipeline construction

Task 4030 – Opinion of Probable Construction Cost

Subconsultant KEH will prepare an opinion of probable construction cost at the concept design stage, and update it at the 60% completion stage.

Any opinion of probable construction cost prepared by the Consultant represents its judgments as a design professional and is supplied for the general guidance of the City. Since the 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 the City.

#### **Task 4040 – 60% Design Package Review/Constructability Review**

This task accounts for review activities for the 60% design package, both internal and external reviews. It includes internal QA/QC review, a constructability review, responses to City review comments, and attendance at the City Review Comment Consultation meeting by the Project Manager. Consultant will prepare internal QA/QC review, incorporate QA/QC comments. Respond to all City review comments. Consultant will attend a meeting with City staff to discuss and resolve all comments after the City has completed its review.

#### **Task 5000 – Prepare 90% Design Package**

##### **Task 5010 – Prepare 90% Design Plans**

Consultant will advance the 60% design to 90% completion, and incorporate agreed upon City review comments into the 90% design.

##### **Task 5020 – Prepare 90% Specifications and Calculations**

Consultant will advance the 60% specifications to 90% completion and incorporate all agreed upon City review comments. Perform 90% design calculations.

##### **Task 5030 – Opinion of Probable Construction Cost**

Subconsultant will prepare an opinion of probable construction cost at the 60% design stage, and update it at the 90% completion stage.

##### **Task 5040 – 90% Design Package Review**

This task accounts for review activities for the 90% design package, both internal and external reviews. It includes internal QA/QC review, responses to City review comments, and attendance at the City Review Comment Consultation meeting by the project manager. Consultant will prepare internal QA/QC review, incorporate QA/QC comments. Respond to City review comments. Consultant will attend a meeting with City staff to discuss and resolve all comments after the City has completed its review.

#### **Task 6000 – Final Design Package**

##### **Task 6010 – Final Design Plans**

Consultant will advance the 90% design to final completion, and incorporate agreed upon City review comments into the final design. Consultant will incorporate DSD review comments. Final Design Plans will be signed and stamped by a professional civil engineer registered in the

state of California.

#### Task 6020 – Final Specifications and Calculations

Consultant will advance the 90% specifications to final completion and incorporate agreed upon City review comments. Consultant will prepare final Calculations.

#### Task 6030 – Opinion of Probable Construction Cost

Subconsultant KEH will prepare an opinion of probable construction cost at the 90% design, and update it at the final completion stage.

Any opinion of probable construction cost prepared by the Consultant represents its judgments as a design professional and is supplied for the general guidance of the City. Since the 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 the City.

#### Task 6040 – Final QA/QC

This task accounts for review activities for the final design package. It includes internal QA/QC review, responses to City 90% Design review comments. Consultant will prepare internal QA/QC review, incorporate QA/QC comments. Respond to City review comments.

### **Deliverables, Format, and Standards:**

**Deliverables** – AECOM will provide comply with and provide the following:

1. For 30% and 60% Design Submittals, AECOM will provide two (2) copies of technical specifications (Microsoft Word format), three (3) sets of half-sized print Drawings (11-inch by 17-inch), and five (5) sets of full-sized print Drawings (24-inch by 36-inch.) Submittal will include 1 CD with electronic copies of plans in pdf format, specs in Word and pdf format, relevant custom excel spreadsheets created for typical calculations will be provided.
2. For 90 percent Design Submittals AECOM will provide six (6) copies of technical specifications (Microsoft Word format), six (6) sets of half-sized print Drawings (11-inch by 17-inch), and fourteen (14) sets of full-sized print Drawings (24-inch by 36-inch). Submittal will include 1 CD with electronic copies of plans in pdf format, specs in Word and pdf format. Relevant custom excel spreadsheets created for typical calculations will be provided.
3. For Final Design Submittal, AECOM will provide the following:
  - a. Six (6) hard copies of Final Technical Specifications (Microsoft Word)
  - b. Two (2) electronic copies of the Final Technical Specifications (PDF on CD- RW)
  - c. Two (2) electronic copies of the Final Design Drawings (PDF on CD-RW)
  - d. One (1) set of Final Full-Sized Original Mylar Drawings (24-inch by 36-inch).

**Format and Standards** – AECOM will provide and comply with the following:

1. AECOM will use CADD per the City's "Consultant Standards for Preparation of PS&E".

2. AECOM will use City of San Diego Standard Drawings as applicable.
3. AECOM will use scales of 1" = 40' for Plan and 1" = 4' for Profile for Design Drawings.
4. AECOM will use Microsoft Word for word processing files and documentation.
5. AECOM will use Microsoft Excel for spreadsheet-type files and documentation.
6. AECOM will use Standard Specifications for Public Works Construction ("Greenbook") as applicable.
7. AECOM will use City of San Diego Standard Specifications for Public Works Construction ("Whitebook") as applicable.

Documents, drawings, specifications, and electronic information prepared by Consultant for this project are not intended or represented to be suitable for reuse by the City or other parties on other projects, or extensions of this project. Consultant will not be liable for any such use of completed or uncompleted documents without specific authorization. Electronic data delivered to the City will not include the professional stamp or signature of an engineer or architect. Consultant will not be liable for claims or losses arising out of deterioration of electronic files due to inappropriate storage, lengthy storage, or software obsolescence.

## **PHASE B –BIDDING, AND AWARD**

### **Task 8000 – Bid Phase Services**

Consultant will attend the bidders conference, prepare notes, log questions from bidders, and prepare up to two addenda. In addition, the Consultant will assist the City in tabulating and comparing the bids, and evaluation bidder qualifications. It is assumed that the City will advertise for bids, reproduce and distribute contract documents to prospective bidders, and maintain a list of bidders.

### **Task 8010 – Attend Pre-bid Meeting**

Consultant will attend a (2) two-hour pre-bid meeting as organized and requested by the City. The Project Manager or the Design Manager will attend.

Consultant will attend the pre-bid meeting.

### **Task 8020 –Respond to Questions**

Consultant will prepare answers to bidder questions and submit responses to the City in writing.

### **Task 8030 – Prepare Addenda to Contract Documents**

Consultant will Prepare a maximum of (2) two addenda for revisions to the contract documents. Addenda will be submitted to the City for distribution to the Bidders.

### **Task 8040 –Prepare Drawing Revisions**

Consultant will prepare Revisions to drawing to be included in the addenda up to a maximum level effort as shown in the Engineering Fee Estimate.

## **PHASE C – CONSTRUCTION PHASE SERVICES**

### **Task 9000 – Construction Phase Services**

Consultant will provide Construction Phase Services including attendance at meeting, answering RFI, and review of submittals. Construction phase services to be performed are as follows.

#### Task 9010 – Attend Pre-Construction Meeting

Consultant will attend a two-hour pre-construction meeting as organized and requested by the City. The Project Manager and/or the Design Manager will attend.

#### Task 9020 –Construction Progress Meetings

Consultant will attend a maximum of 12 construction progress meetings, assumed to be 2 hours in length. Design Manager will attend meetings as requested by the City. Additional meetings may be attended for additional fee. Meeting frequency and attendance requests to be determined by the City. Meetings may occur at the project site or at City Office on Aero Drive.

#### Task 9030 – Site Visits

Consultant will make a maximum of 6 site visits, to ascertain the site conditions, answer questions, or evaluate construction progress. Site visits are assumed to be 2 hours in length. Project Manager, Design Manager, Engineer, and/or Designer will make visits. Site visits will be combined with progress meetings when possible.

#### Task 9040 – Submittal Review

Consultant will review Contractor submittals as requested by the City and as passed from the City to the Consultant. Consultant will review a maximum of 10 submittals, and 10 resubmittals, with an average review length of 8 hours for each submittal and 4 hours for each resubmittal. Additional reviews will be made as requested by the City for additional fee.

#### Task 9050 – RFI Responses

Consultant will prepare written responses to Contractor Requests for Information (RFI.) A maximum of 20 RFI are included with an average response effort of 6 hours per RFI. Additional responses will be made as requested by the City for additional fee.

#### Task 9060 – Prepare Change Orders (NIC)

Engineering services to prepare design changes to be incorporated into the design for changes to the contract is not in the scope of services. Any engineering services needed for the preparation of change orders will be covered under the additional services task.

#### Task 9070 – Prepare Final Record Drawings

Consultant will prepare final Mylar record drawings. Drawings will be based on Contractor prepared red-line drawings showing actual field conditions and detailing any and all changes to the final design. Contractor will supply measurements and exact dimensions for inclusion in the record drawing sets. Consultant is not responsible for verifying contractor supplied red-lines, dimensions, or as-constructed conditions.

## Assumptions and Exclusions

Any reuse of Design Professional prepared Work, except for the specific purposes intended hereunder, will be at City's sole risk and without liability or legal exposure to Design Professional or its subconsultants.

Design Professional 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. Design Professional shall not have the authority to stop the work of the construction contractor. In no event shall Design Professional be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Any Opinion of the Construction Cost prepared by Design Professional represents its judgment as a design professional and is supplied for the general guidance of City. Since Design Professional has no control over the cost of labor and material, or over competitive bidding or market conditions, Design Professional does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Specific Tasks and Items that are not included in AECOM scope or fee related to the City of San Diego's Request for Proposal (RFP) include, but are not limited to (this is for clarification purposes only):

- Land Acquisition and/or Easements
- Quality Assurance and Quality Control of Construction
- ADA Compliance Custom Curb Ramp Design
- Sewer Improvements Design
- Street Improvements other than AC Resurfacing/Surry Seal Design
- Storm Drain Design or Storm Water Permitting
- Electrical, Mechanical Elements, other than traffic loop and signal repair
- Design Phasing and Construction Phasing
- Construction Means and Methods Considerations
- Community and Public Outreach Efforts (except attendance for meetings)
- Storm Water Pollution Prevention Plan (SWPPP) and Implementation
- Storm Water BMP's
- Landscaping and Revegetation Design
- Videotape Logging
- Catalog Cuts and/or Manufacturer's Data and Information
- Environmental Documentation
- Environmental Mitigation Design
- Environmental Monitoring
- Material Testing
- Construction, Observation, Inspection, and/or Supervision
- Redlines
- Determination of Exact Utility Locations
- Utility Relocations
- Hydraulic Modeling (it is assumed that the City report in the bridging documents will

- be sufficient)
- Hydraulic Analysis for Bypass Plans
- Any and all Work Involving or Potentially Involving Hazardous Materials

**END OF SCOPE**

**COMPENSATION AND FEE SCHEDULE**

Otay 2nd Pipeline - Phase I  
 Compensation and Fee Schedule

Exhibit B

Task Description	Personnel Hours											Budget													
	Quality Assurance	Principal-in-Charge	Project Manager	Design Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Senior CAD Designer	CAD Operator	Environmental	Permit Coordination	Project Accountant	Clerical	Total Hours	Labor	FEEL	Allied Cost/Technical	Overhead and Associates	REF/Travel	Benefit	Air-X	Subs	Non-Labor Fee and Mark-up	Total	
<b>PHASE A - DESIGN SCOPE OF SERVICES</b>																									
<b>Task 1000 - Project Management</b>																									
1000 Kick-off Meeting														20	\$ 3,460									\$ 3,460	
1000 Project Management Plan														20	\$ 3,794									\$ 3,794	
1000 Progress Meetings with City Staff (4) 1/2 hr														12	\$ 6,214									\$ 6,214	
1000 Project Site Visit (2) 1 hr														8	\$ 1,522									\$ 1,522	
1000 Coordination Meeting (8) 1 hr														8	\$ 6,920									\$ 6,920	
1000 Progress Monthly Status Reports and Invoicing														24	\$ 9,744									\$ 9,744	
1000 Project Administration and Correspondence														20	\$ 14,224									\$ 14,224	
Subtotal														144	\$ 48,998									\$ 48,998	
<b>Task 2000 - Investigations</b>																									
2000 Data Collection and Review														60	\$ 8,976									\$ 8,976	
2000 Progress TMI Alignment Alternative Analysis														16	\$ 10,914	\$ 2,000						\$ 2,000	\$ 100	\$ 13,014	
2000 Aerial Survey and Mapping														2	\$ 88									\$ 88	
2000 Geotechnical Investigation and Report														8	\$ 1,032		\$ 24,200					\$ 24,200	\$ 1,210	\$ 27,002	
2000 Soil Corrosion Assessment														1	\$ 182				\$ 3,925				\$ 3,925	\$ 4,107	
2000 Utility Review, Paving, and Permit Research														60	\$ 13,068						\$ 25,760		\$ 25,760	\$ 40,137	
2000 Wetlands/Terraces Construction														12	\$ 3,064					\$ 27,890			\$ 27,890	\$ 31,899	
2000 Pedestrian Workshop														20	\$ 3,910									\$ 3,910	
Subtotal														158	\$ 42,248	\$ 2,000	\$ 24,200		\$ 1,925	\$ 27,890	\$ 25,760	\$ 81,285	\$ 4,190	\$ 121,333	
<b>Task 3000 - Preliminary Design (30%)</b>																									
3000 Basis of Design Report														16	\$ 12,744									\$ 12,744	
3000 Environmental Review Assistance														16	\$ 3,900									\$ 3,900	
3000 Community Outreach														8	\$ 4,176									\$ 4,176	
3000 Preliminary Design Package (30%)														148	\$ 20,790									\$ 20,790	
3000 30% Design Review														20	\$ 6,440									\$ 6,440	
Subtotal														160	\$ 45,150									\$ 45,150	
<b>Task 4000 - Prepare 60% Design</b>																									
4000 Basis of Design Report														16	\$ 12,744									\$ 12,744	
4000 Specifications and Preliminary Calculations														16	\$ 11,272									\$ 11,272	
4000 60% Design Review														16	\$ 11,272									\$ 11,272	
4000 60% Design Package Review														16	\$ 11,272									\$ 11,272	
Subtotal														64	\$ 46,560									\$ 46,560	
<b>Task 5000 - Prepare 90% Design</b>																									
5000 Basis of Design Report														16	\$ 12,744									\$ 12,744	
5000 Specifications and Preliminary Calculations														16	\$ 11,272									\$ 11,272	
5000 90% Design Review														16	\$ 11,272									\$ 11,272	
5000 90% Design Package Review														16	\$ 11,272									\$ 11,272	
Subtotal														64	\$ 46,560									\$ 46,560	
<b>Task 6000 - Prepare Final Design</b>																									
6000 Basis of Design Report														16	\$ 12,744									\$ 12,744	
6000 Specifications and Preliminary Calculations														16	\$ 11,272									\$ 11,272	
6000 Final Design Review														16	\$ 11,272									\$ 11,272	
6000 Final Design Package Review														16	\$ 11,272									\$ 11,272	
Subtotal														64	\$ 46,560									\$ 46,560	
<b>Task 7000 - Sub-consultant Design</b>																									
7000 Traffic Control														41	\$ 6,971		\$ 46,100					\$ 46,100	\$ 2,309	\$ 55,018	
7000 Erosion Control														17	\$ 2,527				\$ 11,045				\$ 11,045	\$ 352	\$ 14,124
7000 Tree Removal														22	\$ 3,210				\$ 8,750				\$ 8,750	\$ 438	\$ 14,408
Subtotal														80	\$ 12,708		\$ 94,850		\$ 21,845				\$ 21,845	\$ 1,199	\$ 128,400
<b>Total Phase A</b>														1,018	\$ 231,517	\$ 25,040	\$ 24,200	\$ 46,100	\$ 11,970	\$ 36,610	\$ 25,760	\$ 175,280	\$ 17,649	\$ 491,825	



**EXHIBIT B  
COMPENSATION AND FEE SCHEDULE**

<u>Personnel Category</u>	<u>\$/HR</u>
Quality Assurance	\$ 231
Principal-In-Charge	\$ 231
Project Manager	\$ 210
Design Manager	\$ 182
Senior Engineer	\$ 182
Associate Engineer	\$ 161
Assistant Engineer	\$ 124
Senior CAD Designer	\$ 130
CAD Operator	\$ 105
Environmental	\$ 150
Permit Coordination	\$ 145
Project Accountant	\$ 105
Administrative Assistant	\$ 96

# TIME SCHEDULE

**EXHIBIT C**  
**OTAY 2<sup>ND</sup> PIPELINE – PHASE 1**  
**TIME SCHEDULE**

<b>TASK NAME</b>	<b>DURATION (Working Days)</b>
<b>Phase A - Design Services</b>	<b>290</b>
TM 1 Alignment Confirmation	20
Survey	20
Geotechnical Investigations	40
Tunneling Recommendations	20
Basis of Design Report and 30% Design	20
City Review	20
Respond to City Comments	10
60% Design	40
City Review	20
Respond to City Comments	10
90% Design	40
City Review	20
Respond to City Comments	10
City Review/Permitting	40
Final Design	20
<b>Phase B - Bid Services</b>	<b>120</b>
<b>Phase C - Construction Services</b>	<b>360</b>

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

**TABLE OF CONTENTS**

**I. City’s Equal Opportunity Commitment.....1**

**II. Nondiscrimination in Contracting Ordinance .....1**

**III. Equal Employment Opportunity Outreach Program .....2**

**IV. Small and Local Business Program.....2**

**V. Demonstrated Commitment to Equal Opportunity.....3**

**VI. Definitions.....4**

**VII. Certification.....5**

**VIII. List of Attachments.....5**

**AA. Work Force Report.....6**

**BB. Subcontractors List.....10**

**CC. Contract Activity Report.....11**

**DD. Consultant Past Participation List .....12**

**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**. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
- 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
- \$1.5 million – Trucking
- \$1.0 million – 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.

## EXHIBIT D

**“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
- \$3.0 million – Trucking
- \$2.0 million – Professional Services and Architect/Engineering\*

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

### VII. Certification.

Below are the EOCP – 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:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

### VIII. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report
- DD. Consultant Past Participation List



City of San Diego  
**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
 1200 Third Avenue • Suite 200 • San Diego, CA 92101  
 Phone: (619) 236-6000 • Fax: (619) 235-5209

**WORK FORCE REPORT**

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

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

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

Name of Company: AECOM Technical Services, Inc.

ADA/DBA: AECOM

Address (Corporate Headquarters, where applicable): 555 South flower Street, Suite 3700

City: Los Angeles County: Los Angeles State: CA Zip: 90071

Telephone Number: ( ) 213 593 8000 Fax Number: ( ) 213 593 8178

Name of Company CEO: Michael Burke

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

Address: 401 West A Street, Suite 1200

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: ( ) 619 610 7600 Fax Number: ( ) 619 610 7601

Type of Business: Engineering Type of License: Business License No. B2011011770

The Company has appointed: Renae Coleman, Director of Human Resources, West Region

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: 717 17th Street, Suite 2600, Denver, CO 80202

Telephone Number: ( ) 303 228 3083 Fax Number: ( ) 303 228 3001

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.

**Certification:** Please check one of the following boxes:  DBE (Disadvantaged Business Enterprise);  DVBE (Disadvantaged Veteran-Owned Business Enterprise);  MBE (Minority-Owned Business Enterprise);  SBE (Small Business Enterprise); WBE (Woman-Owned Business Enterprise);  OBE (Other Business Enterprise)

I, the undersigned representative of (Firm Name) AECOM Technical Services, Inc.  
 (County) San Diego CA (State), hereby certify that information provided herein is true and correct. This document was executed on this 12th day of December, 20 14.

(Authorized Signature)

Alberto Vela, Vice President  
 (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: AECOM Technical Services, Inc.

DATE: 12/12/2014

OFFICE(S) or BRANCH(ES): San Diego County Offices

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		5	2	4	4					48	22	1	1
Professional	2	1	9	11	16	13					119	80	4	6
A&E, Science, Computer														
Technical	1		10	5	7						36	13	5	1
Sales														
Administrative Support		3	1	3	1	2					4	20		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	4	25	21	28	19					207	135	10	8
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Grand Total All Employees 461

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

Disabled			1											
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## SUBCONSULTANTS LIST

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

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 SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE(*/ MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
AirX Utility Surveyors, Inc. 2534 E. El Norte Parkway, Ste C Escondido, CA 92027	Pothole	5.02%	ELBE, WBE, SBE	City of San Diego, CPUC, DGS
Allied Geotechnical Engineers, Inc 9500 Cuyamaca Street, Ste 102 Santee, CA 92071	Geotechnical	4.71%	SBE, MBE, DBE, SLBE	CUCP, DGS, City of San Diego
Bennett Trenchless Engineers 90 Blue Ravine Road, Suite 165 Folsom, CA, 95630	Trenchless	7.14%	N/A	N/A
Darnell & Associates, Inc. 2870 Fourth Avenue, Ste A San Diego, CA 92103	Traffic Engineering	8.98%	SLBE, SB Micro,	City of San Diego, DGS
KEH & Associates, Inc. 751 Rancheros Drive Suite 9 San Marcos, Ca 92069	Cost Estimating Constructability Review	4.88%	SLBE	City of San Diego
RF Yeager Engineering 9562 Winter Gardens, Suite D- 151, Lakeside, CA 92040	Corrosion Control	2.92%	SLBE, DVBE/SBE, SCOOP	City of San Diego, DGS, SDCWA

\* Listed for informational purposes only.

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

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

### Subconsultant Summary Data - Design of Otay 2nd Pipeline - Phase 1 (H146218)

Subconsultant's Legal Name and Address	Address of Offices in San Diego County	Number Of Years In San Diego County	Number Of Employees In San Diego County	City Of San Diego Business License Number	Contact Person, Title, Address, Telephone	Approx % of Overall Project Cost
AirX Utility Surveyors, Inc. 2534 E. El Norte Parkway #C Escondido, CA 92027	2534 E. El Norte Parkway Ste #C Escondido, Ca 92027	15	21	B2007027640	Gail McMorran, President 2534 E. El Norte Parkway #C Escondido, CA 92027 760.480.2347	5.02%
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102, Santee, CA 92071	9500 Cuyamaca Street, Suite 102, Santee, CA 92071	35	8	B2010019111	Tiong J. Liem, Principal 9500 Cuyamaca Street, Suite 102, Santee, CA 92071 619.449.5900	4.71%
Bennett Trenchless Engineers 90 Blue Ravine Road, Suite 165 Folsom, CA, 95630	N/A	N/A	N/A	N/A	Dave Bennett, Principal 90 Blue Ravine Road, Suite 165 Folsom, CA, 95630 916.294.0095	7.14%
Darnell & Associates, Inc. 2870 Fourth Avenue, Ste. A San Diego, CA. 92103	2870 Fourth Avenue, Ste. A San Diego, CA. 92103	25	6	B20019978	Bill E. Darnell, Principal 2870 Fourth Avenue, Ste. A San Diego, CA. 92103 619.233.9373	8.98%
KEH & Associates, Inc. 751 Rancheros Drive Suite 9 San Marcos, Ca 92069	751 Rancheros Drive Suite 9 San Marcos, Ca 92069	8	5	B2010036785	Ray Fakhoury, Principal 751 Rancheros Drive, Ste 9 San Marcos, CA 92069 858.413.5430	4.88%
RFYeager Engineering LLC 9562 Winter Gardens, Suite D-151 Lakeside, CA 92040	9562 Winter Gardens, Suite D-151 Lakeside, CA 92040	10	2	B2004009396	Richard F. Yeager Jr., PE President 9562 Winter Gardens, Suite D-151 Lakeside, CA 92040 619.647.6265	2.92%

### CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to the RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Otay Water District 98-2-22 Pump Station

TYPE OF PROJECT: Pump Station Design

DOLLAR VALUE OF CONTRACT: \$700,718.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>Mooney &amp; Associates</u> Address: <u>9903 Business Park Ave.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858-578-8964</u>	Consultant	Environmental Svcs.	\$9,300	SBE	
Name: <u>Ninyo &amp; Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-572-1000</u>	Consultant	Geotechnical Evaluation	\$5,600	MBE	City of Los Angeles
Name: <u>Gary F Hoyt Landscape Architecture, Inc.</u> Address: <u>13625 Adrian St. Ste. 813</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>858-486-4931</u>	Consultant	Landscape Design	\$11,700		

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| 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    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Consultant shall indicate if Subcontractor or Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification**

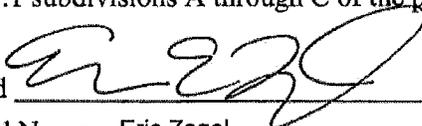
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** Otay 2nd Pipeline Design Phase 1

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:

AECOM Technical Services, Inc.  
Name under which business is conducted

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

Signed   
Printed Name Eric Zagol  
Title Vice President  
Date 1/20/15

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego- Public Works Engineering
2. Name of Specific Consultant & Company: AECOM Technical Services, Inc.
3. Address, City, State, ZIP: 7807 Convoy Court Suite 200 San Diego CA 92111
4. Project Title (as shown on 1472, "Request for Council Action"): Otay 2nd Pipeline Phase 1
5. Consultant Duties for Project: Civil Engineering Design

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.]

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

- or -

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

By: MARK NASAR DD [Name/Title]\* 1/9/15 [Date]

**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.

Regulation 18701 (a)(2)  
[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)  
1/28/2006

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

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

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

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

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

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

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

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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



Section II SPECIFIC RATING									
PLANS / SPECIFICATION ACCURACY					RESPONSIVENESS TO CITY STAFF				
	EXCELLENT	SATISFACTORY	POOR	N/A		EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely Responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adhered to City Standard Drawings/Specs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drawings reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As-Built Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>CONSISTENCY WITH BUDGET</b>	<b>EXCELLENT</b>	<b>SATISFACTORY</b>	<b>POOR</b>	<b>N/A</b>
Quality Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section III SUPPLEMENTAL INFORMATION**  
 (Please ensure to attach additional documentation as needed.)

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

(\*Supporting documentation attached: Yes  No )

**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:**

Otay 2nd Pipeline Phase 1

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**B. BIDDER/CONTRACTOR INFORMATION:**

AECOM Technical Services, Inc.			
Legal Name			DBA
401 W. A Street, Suite 1200, San Diego, CA 92101			
Street Address	City	State	Zip
Jeff Endersby, PE, Project Manager	619-610-7728	619-610-7600	
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: 09/29 / 1970 State of incorporation: California

List corporation's current officers: President: Stephen Kadenacy  
Vice Pres: \_\_\_\_\_  
Secretary: Robin Miller  
Treasurer: Jonathan Grant

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:

AECOM Technology Corporation  
Refer to Attachment A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

List names of all firm partners:

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

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

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

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

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

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

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

**Note:** 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.

H. BUSINESS INTEGRITY:

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

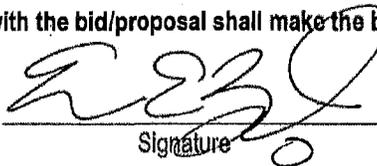
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this Pledge of Compliance and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief.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

Eric Zagol, Vice President

Print Name, Title



Signature

1/20/15

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.

**D. Business Organization/Structure**

Is your firm a publicly traded corporation?

AECOM Technology Corporation is the ultimate parent of AECOM Technical Services, Inc. (ATS). AECOM Technology Corporation is a multi-national, publicly traded corporation under the trading symbol of ACM on the NYSE. ATS is the primary contracting entity for AECOM Technology Corporation in North America.

**F.2. Performance History**

In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

AECOM Technical Services, Inc. ("AECOM") performs thousands of contracts each year. From time to time, occasions arise when AECOM does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where a client terminates a contract for convenience, (iii) where AECOM ceases performance for nonpayment or other breach of contract in accordance with contract terms, or (iv) for default.

Within the past five (5) years, AECOM (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded AECOM that right, and (ii) AECOM has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience with the exception of the following instances:

- 1) In or around November 2012, AECOM received a letter from the City of Sarasota informing it that the City was terminating AECOM's contract for default. AECOM responded to the City's letter, denying the claim that AECOM was, in any way, in default of its obligations under the City but, nevertheless, acknowledging that the contract had been terminated. Unfortunately, in or around February 2013, the City filed a lawsuit against AECOM and other parties alleging breach of contract, among other claims. AECOM has responded to the litigation and is vigorously defending the claims made against it. AECOM remains hopeful that we will be able to amicably resolve the matter with the City. However, to date the litigation remains pending, and as often the case with litigation, we are at the mercy of the judicial system and cannot provide an accurate date on which we expect the matter to be resolved. Be assured that neither this, nor any other pending litigation or claims, in the opinion of AECOM's management, is likely to materially or adversely affect AECOM's ability to perform under a contract with the City of San Diego or any other party.
- 2) In August of 2012, AECOM received a notice from the County of Baltimore, Maryland, stating that the County intends to partially terminate its agreement with AECOM for default. AECOM believes the issues between the parties have been resolved. The County has taken no further action on its letter and AECOM is currently working on tasks under the on-call agreement.

**Investigations:**

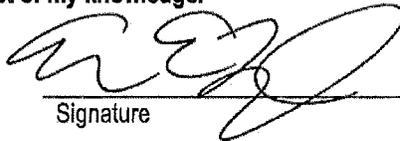
- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification 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).

The U.S. Attorney's Office for the District of Hawaii ("USAO") informed us that the USAO and the U.S. Environmental Protection Agency are investigating potential criminal charges in connection with services AECOM Technical Services, Inc. ("ATS") provided to the operator of the Waimanalo Gulch Sanitary Landfill in Hawaii. ATS has been cooperating, including responding to subpoenas, in USAO investigation into events occurring during

storm events in December 2010 and January 2011. In January of 2012, the USAO requested that ATS accept service of subpoenas for certain of its employees concerning the investigation. ATS has fully cooperated with the investigation and as of this date, no actions have been filed. ATS is engaged in discussions with USAO regarding resolution of the matter.

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.

Eric Zagol, Vice President  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

1/20/15  
\_\_\_\_\_  
Date

**EQUAL BENEFITS ORDINANCE**

**CERTIFICATION OF  
COMPLIANCE**

# 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: AECOM Technical Services, Inc. Contact Name: Renae Coleman  
 Company Address: 401 W. A Street, Ste. 1200, San Diego, CA 92101 Contact Phone: (303) 288-3083  
 Contact Email:

### CONTRACT INFORMATION

Contract Title: Otay 2nd Pipeline, Phase I Start Date:  
 Contract Number (if no number, state location): H146218 End Date: 1/1/2019

### 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.

eric Zagol, Vice President

Name/Title of Signatory

Signature

1/20/15  
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.

AECOM Technical Services, Inc.

Name of Firm

Signature of Authorized Representative

Eric Zagol, Vice President

Printed/Typed Name

Date

11/20/15

**CONSULTANT CERTIFICATION**

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**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** Design of Otay 2nd Pipeline (H146218)

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

AECOM Technical Services, Inc.  
(Name under which business is conducted)

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

Signed   
Printed Name Eric Zagol  
Title Vice President