

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO**

AND

LEIGHTON AND ASSOCIATES, INC.

FOR

**DESERT VIEW STORM DRAIN OUTFALL
EMERGENCY PROJECT CONTRACT NUMBER: H156462**

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) 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

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Leighton and Associates, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Desert View Storm Drain Outfall Emergency Project H156462 [Project].

RECITALS

The City wants to retain the services of a professional Geotechnical firm to provide Geotechnical 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 March 31, 2016; 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 One Million One Hundred and Ninety-Nine Thousand Nine Hundred and Sixty-Seven dollars (\$1,199,967). The compensation for the Scope of Services shall not exceed One Million Ninety Thousand Eight Hundred and Seventy-Six dollars (\$1,090,876), and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed One Hundred and Nine Thousand and Ninety-One dollars (\$109,091).

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 Geotechnical 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

4.1.1 The City expressly acknowledges and understands that in the event the City directs the Design Professional to provide any services in design or construction of the project where the services are not in accordance with industry standards (non-standard services) as described in section 4.1, that the City agrees to release and to waive any and all right to seek recovery of its damages from the Design Professional, its officers, employees, agents and subcontractors, relating to the non-standard services.

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. In the event both parties are negligent, the Design Professional is entitled to be reimbursed the defense costs and any liability that is attributed to 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, employees, or subcontractors.

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, employees, or subcontractors.

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.

6.5 City's Indemnification. The City agrees to defend, indemnify and hold harmless the Design Professional and its officers, agents, subcontractors, 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 the City), 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 the performance of the non-standard services as described in section 4.1.1. The City's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the willful misconduct of the Indemnified Parties.

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,

representatives of the City and Design Professional with authority to resolve the dispute should meet to attempt to resolve the dispute. If an agreement is not achieved through a meeting of the Parties, 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 Jamal Batta, MS908A , 525 B Street, Suite 750, San Diego, California, and notice to the Design Professional shall be addressed to: Leighton and Associates Inc., 3934 Murphy Canyon Road Suite B205, San Diego, California

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: Harris and Associates, LSA Associates, Guida Surveying, [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 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/ or can be requested from the Equal Benefits Program at (619) 533-3948.

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

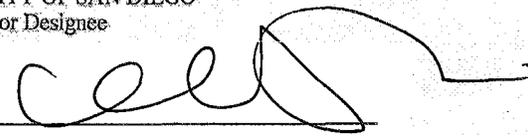
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ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by the Design Professional.

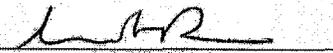
Dated this 28th day of May, 2015

THE CITY OF SAN DIEGO
Mayor or Designee

By: 

W. Downs Prior
Principal Contract Specialist
Public Works Contracts

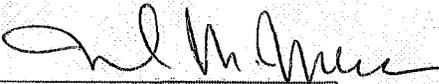
I HEREBY CERTIFY I can legally bind Leighton and Associates, Inc. and that I have read all of this Agreement, this 26th day of May, 2015.

By: 

Andrew A. Price
President

I HEREBY APPROVE the form of the foregoing Agreement this 28th day of May, 2015

JAN I. GOLDSMITH, City Attorney

By: 

Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES



Leighton and Associates, Inc.

A LEIGHTON GROUP COMPANY

April 14, 2015
Revised May 19, 2015

Project No. SD15-075

City of San Diego
525 B Street, Suite 750
San Diego, CA 92101

Attention: Mr. Jamal Batta

Subject: Proposal for Desert View Drive Emergency Slope and Storm Drain Repair Project in La Jolla, California

Introduction

In accordance with your request, we have prepared this proposal to provide geotechnical and engineering services for the Desert View Drive Emergency Slope and Storm Drain Repair Project in La Jolla, California. In preparation of this proposal we made several site visits, reviewed aerial images, topographic and geologic maps, conducted several team meetings at the site, and reviewed previous geotechnical reports to the south of the subject area. In addition, we have discussed the project with City representatives and subconsultants of our design team.

As you are aware, we are currently installing inclinometers on Desert View Drive, and the design team has begun preparation of concept level stabilization designs. In addition to the City of San Diego, the following parties are part of the proposed design team:

Leighton and Associates: Geotechnical Consultant and Project Manager
Harris and Associates: Civil Consultant
LSA Inc. : Environmental Consultant
Guida Surveying: Surveying Services

Existing Site Conditions

Desert View Drive has a past history of ground movement associated with slope instability. In 1961 a landslide destroyed numerous residential structures located between Soledad Mountain Road and the southern portion of Desert View Drive. In 1990 the southern portion of Desert View Drive, downslope of the 1961 failure, displayed additional distress in the roadway. Leighton performed a geotechnical investigation for that slide which ultimately led to the installation of a series of shear pins along the eastern side of Desert View Drive. A 1994 landslide adjacent to the south side of the subject site has also been documented. Additional areas of distress were observed between Soledad Mountain Road and Desert View Alley prior to a subsequent landslide that occurred in 2007. Slope inclinometers were installed to monitor movement and eventually shear pins were constructed in this area to mitigate further movement.

Previous investigations near the site have revealed several faults, various areas of previously placed fill, ancient landslide deposits, and formational materials of the Ardath Shale, Mount Soledad Formation, and Cabrillo Formation. The Ardath Shale is known to be a landslide prone formation and borings in the area contain zones of weak claystones and layers of claystone that are locally sheared and fractured. Some of these zones are believed to be depositional in character, however, they do often provide a weak layer or slide plane along which a failure could occur.

Because of the history and sensitive nature of the site, recently observed distress in Desert View Drive, possible signs of ground movement adjacent to previous failures, and significant erosion and failures near an existing storm drain outlet downslope of Desert View Drive, the City has requested that the Leighton team undertake emergency monitoring and design measures. We are currently installing slope inclinometers in the roadway of Desert View Drive providing geotechnical and civil engineering services for design of stabilization measures, surveying of the project area, and environmental services to address impacts associated with planned construction.

Scope of Work

Based on our current understanding, we have divided our work into three primary tasks. Those tasks are as follows:

- Task 1 – Geotechnical Investigation
- Task 2 – Geotechnical Services during Construction
- Task 3 – Civil Engineering and Environmental Services (Outside Services)



Task 1 Proposed Geotechnical Investigation

Currently, Leighton is in the process of installing 5 inclinometers along Desert View Drive. Following installation of inclinometers, we propose to advance 4 large-diameter borings to evaluate geology and weak soil layers, geologic mapping, soil sampling, and laboratory testing.

Data collected from inclinometer monitoring and subsurface information will be used to develop a geologic site characterization to prepare cross-sections and to determine the locations of failure surfaces, if any, as well as rates of movement.

Specifically the scope of work for Task 1 includes the following:

- Review existing available geotechnical information in the area.
- Perform site reconnaissance, mark-out for utilities, preliminary geologic mapping, and observations of distressed roadway improvements.
- Obtain traffic control and encroachment permits from the City of San Diego. We have assumed permitting fees will be waived by the City.
- We have assumed that boring permits will be required for this project. We will be required to process a boring permit through the County. This process will take approximately 5 working days upon receipt of property consent form. In addition there will be excess soil spoils from all of the borings. We will dispose of soil off site.
- Advance five (5) small diameter borings to depths ranging from 100 to 200 feet in depth. Borings will be logged by our geologists and samples will be obtained for laboratory testing. Slope inclinometers (one 100 ft, two 150 ft, and two 200 ft) will be installed in all of the borings for continued monitoring.
- The top of the inclinometers will be surveyed after installation of all inclinometers is complete and at periodic intervals.
- We will take two initial readings of the slope inclinometers then monitor at two week intervals for an initial period of up to three months and monitor at one month intervals for a period of up to nine months. Additional monitoring can be performed beyond this at additional cost.
- We will prepare a brief status letter providing inclinometer data and a discussion of the results after each set of readings has been collected and interpreted.



- Advance and log four (4) large diameter borings to depths between 100 and 160 feet. Three (3) of those boring are proposed to be advanced in the vicinity of Desert View Drive. One of the borings will be advanced in the existing canyon. The borings will be downhole logged by one of our California Certified Engineering Geologists as well as an independent consultant (Mr. Mike Hart). The borings will also be sampled for laboratory testing. All borings will be backfilled on completion in accordance with County of San Diego Department of Environmental Health Guidelines. Borings in asphalt areas will be patched with concrete. The borings will allow for visual evaluation of the subsurface and can be used to identify weak planes within the formational material that can be modeled in our slope stability analysis.
- We have assumed a construction access road from the Caltrans right-of-way (ROW) will be constructed by the City's contractor prior to drilling one large-diameter boring in the canyon. We have assumed that the contractor will excavate this boring and have not included the outside cost of this boring in our estimated fee.
- Laboratory testing on samples collected during drilling of large-diameter borings and inclinometers. Anticipated test include moisture content, density, grain size distribution, plasticity, and shear strength. Actual tests may vary.
- Utilizing the subsurface data we will prepare an updated geologic map and cross-sections including the site geologic conditions and boring locations.
- We will perform slope stability analysis on the cross-sections to evaluate the existing factor of safety and also to provide stabilization recommendations based on the site conditions. Additional slope stability analysis will be performed to validate proposed stabilization measures.
- Project Management including coordination with subcontractors.
- We will coordinate and participate in weekly team meetings. We have assumed one two-hour long meeting per week.
- Geologic Consulting from Mr. Mike Hart for downhole logging and subsurface characterization (assuming 100 Hours).
- We will prepare an appropriately illustrated report with a discussion of the site conditions, the results of our laboratory testing and monitoring, overall stability of the slope at that location and recommendations for potential stabilization measures.



Task 2 Geotechnical Services during Construction

During construction of stabilization measures the scope of our proposed work is to provide geotechnical testing and observation services. We should note that at this time a tentative construction schedule of three months is anticipated; however, a detailed time schedule is not available and therefore some assumptions have been made in estimating costs. When more information becomes available these estimates may be revised. We understand that the grading will consist of minor excavation and the placement of approximately 15,000 to 30,000 yards of import material.

Leighton's proposed scope of work for our geotechnical observation and testing services during the grading operations at the subject site will include the following:

- Attend two pre-construction meetings by our field operations manager and senior project geologist.
- Geotechnical observation and testing services performed during grading operations by one of our experienced senior field technicians. We have used the construction schedule of 3 months assuming a 5-day per week with eight hours per day grading schedule during the rough grading operations (or 75 days, assuming 5-day work weeks). We have also assumed that during the grading operations, work will be performed Monday through Friday (8 hours per day) and that one senior technician will be required full-time during the rough grading operations (for a total of 600 hours).
- A geologist will be required on site periodically to observe and map the conditions encountered during site grading, approve removal bottoms, and also to observe and document canyon subdrain placement. We have assumed that our geologist will be needed for roughly 2 hours per day on the project, or 10 hours per week (for a total of 130 hours).
- We have assumed that our principal, associate, and/or project geologist/engineer and field supervisor will make one visit per week (for a total of 52 hours). The field work and/or site visits will be performed to attend project team meetings, observe and evaluate field conditions; provide field recommendations (depending on actual geologic conditions as they become exposed); and for verifying substantial conformance with project specifications and geotechnical recommendations.
- Perform in-grading laboratory testing of representative on site earth and import materials to determine the following engineering properties: maximum dry density and optimum moisture content, sand equivalent, sieve analysis, expansion potential, and corrosion tests.

- Project Management and consulting will include as-needed coordination with subconsultants and contractor as well as preparation of a weekly status e-mail.
- Prepare one as-graded report of the rough grading operations presenting the results of our observation and testing services and summarizing our findings, conclusions, and recommendations.

Task 3 Civil Engineering and Environmental Services (Outside Services)

- Civil Engineering Services-Harris and Associates- Scope of services provided in Attachment 1
- Environmental Consulting Services- LSA Associates- Scope of services provided in Attachment 2
- Surveying- Guida Survey- Scope of services provided in Attachment 3

Cost and Schedule

The cost for our services will be determined on a time and material basis in accordance with our 2015 Professional Fee Schedule. We propose to provide the geotechnical and engineering services as described above for an estimated fee of One Million One Hundred Ninety-Nine Thousand Nine Hundred and Sixty Seven Dollars (\$1,199,967). A detailed breakdown of the proposed services is provided in Table 1.



Attached is an Agreement incorporating the scope and fees described in this Proposal of Services. If the services are acceptable to you, please have two copies of both the Master Services Agreement executed by a duly authorized officer of your corporation and transmit them to us with a scope of work authorization letter. We will return one fully-executed copy of each for your records. The scope and fees set forth in this Proposal reflect the risks that are limited by the terms and conditions in the attached Master Services Agreement. Any changes in these terms and conditions may require a change in the scope of services or fees or both. Your assent to our beginning work prior to the written execution of a mutually acceptable contract constitutes your agreement that the terms and conditions of the attached Agreement shall control until such a definitive contract is executed by both parties.

If you have any questions regarding this proposal, please do not hesitate to contact this office. We appreciate this opportunity to be of service to you.

Respectfully submitted,

LEIGHTON AND ASSOCIATES, INC.



Sean Colorado, GE
Senior Principal Engineer



Mike D. Jensen, CEG
Senior Project Geologist

Attachments: Attachment 1 – Harris and Associates – Scope of Work
Attachment 2 – LSA Associates – Scope of Work
Attachment 3 – Guida Survey – Scope of Work
Master Services Agreement
2015 Fee Schedule

Distribution: (1) Electronic Copy



INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES

We provide technical consulting services in the field of geotechnical engineering. As consultants, we provide professional opinions based on limited observations and often-changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:

- ⊞ Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- ⊞ The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work Agreement taking into account such constraints.
- ⊞ If conditions change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it may become necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- ⊞ The Services involve tests, calculations, analyses and procedures, which are in a constant state of development and refinement. Evaluative techniques are continually evolving.

- ⊞ Modifications of procedures that have been made in the past are now being made and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. Leighton cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

- ⊞ At times, clients elect to utilize new, state of the art, or innovative techniques, systems, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If the Client elects to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- ⊞ Our work products shall be based solely upon the Services described in the Scope of Work Agreement, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work Agreement.

We appreciate your business and
look forward to working with you



Leighton and Associates, Inc.

A LEIGHTON GROUP COMPANY

HARRIS AND ASSOCIATES
SCOPE OF WORK

ATTACHMENT 1



Harris & Associates

May 18, 2015

Mr. Sean Colorado, Senior Principal Engineer
Leighton and Associates
3934 Murphy Canyon Road, B205
San Diego, California 92123

**Re: Engineering Services Proposal for:
Desert View Drive Emergency Slope and Storm Drain Repair Project**

Dear Sean:

Harris & Associates proposes to provide required emergency engineering services to support the Leighton team in meeting the requirements of the Desert View Drive Emergency Slope and Storm Drain Repair Project. This proposal is based on a site walk conducted Monday March 16, 2015 starting at 5915 Desert View Drive. Our understanding is also based on a review of geotechnical reports, plans, GIS data, and materials sent thereafter. This proposal is considered preliminary and may be greater or less depending on the project needs as more details on the project are discovered.

It is our understanding that the team's early deliverables will include:

1. Inclinometer placement (Leighton)
2. Shoring Plan Development (Leighton)
3. Permanent fix alternatives and a recommendation (Leighton team)
4. A preliminary concept design by April 6, 2015. (Leighton team)



Figure 1 – Eroded hillside behind 5881 Desert View Drive toward I-5 Freeway access Road.



Figure 2 - Storm Drains and topography

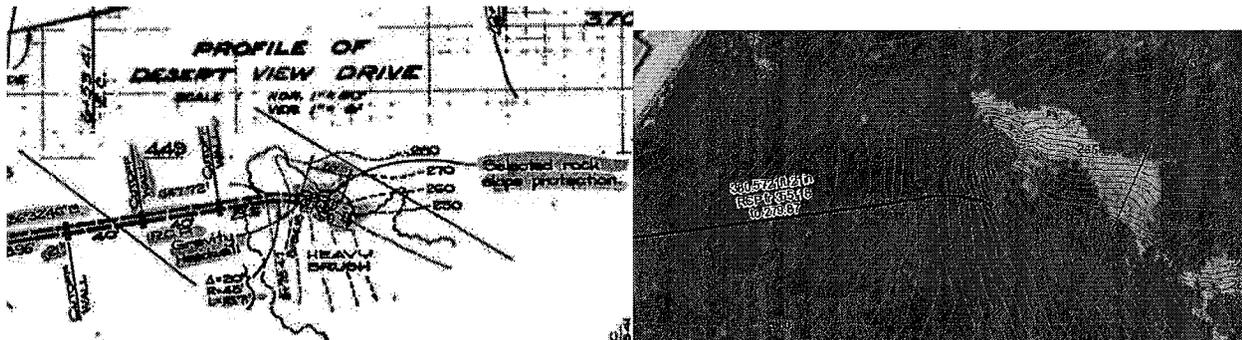


Figure 3 - 1961 as-built and 1999 5-foot contours from GIS.

Our anticipated scope of services follows:

Scope of Work

Task 1.0 Project Management

1.1 Progress and Review Meetings

Harris scope of services includes leading progress and review meetings relevant to design matters, and participation in meetings relevant to construction or overall project matters. For the purposes of this proposal we have assumed leading seven (7) design phase meetings: Each meeting led by Harris will include an agenda and minutes with follow up actions with responsible party and due date for each.

For construction phase matters, the Harris scope of services includes participation in five (5) additional meetings relevant to construction or field issues as may be called from time to time.

1.2 Coordination with Sub consultants

The sub project team members will contract directly with Leighton or the City. Our project manager and designated team members will coordinate as needed and in coordination and under the direction of Leighton. Team members include but are not limited to:

Leighton & Associates	Prime consultant - geotechnical
Arrieta Construction	Prime Contractor
LSA	Environmental and landscaping design
Guida	Survey
City	Project Administration, outreach, and oversight – via Jamal or Rob in coordination with Leighton, cc City Attorney.

1.3 Quality Control/Quality Assurance (QA/QC)

This is planned to be a fast moving project, therefore, the project manager will coordinate associated issues and impacts with the Leighton / City team so that all issues are appropriately addressed for a coordinated approach to design.

The hours included in this task reflect the coordination with the QA/QC manager and with the City and Leighton. Effort includes active participation by senior staff members of Harris & Associates in the review of designs and concepts for constructability as well as design integrity.

Task 2.0 Preliminary Investigations

2.1 Utility Coordination

We will mail initial utility notifications to all utility companies that have facilities within the project limits making them aware of the upcoming construction activities and requesting copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the project limits. In addition to the written utility notifications, we will contact the utility companies by telephone to ensure that written notifications were received and being acted upon.

Copies of progress submittals will be transmitted to all affected utility companies to notify them of the anticipated project construction schedule and request any utility potholing and/or relocations necessary for the construction of the proposed improvements. As with all of our design projects, we will maintain a utility log to track to whom and when notifications were sent to, and document the responses received. City staff and Orion project manager will be copied on all utility correspondence.

2.2 Data Gathering & Field Review

Harris staff will gather available record information from the City pertinent to the design, including project planning reports, Record Maps, Record drawings for existing water and sewer mains, and Sewer & Water Maps (Gate Books). In addition, Harris staff will conduct field reviews to photograph existing project conditions related to design. This information will be compiled on and provided to the City and Orion in electronic format.

After the base mapping is complete and a redline pencil layout of preliminary alignments is made and work shopped with the design team, field visits will be conducted to ground truth the plans and workshop constructability with the project team.

2.3 Hydrology Report and Basis of Design Calculations

Harris will prepare a hydrology report in conformance with City of San Diego standards in tech memo format to support design. Additionally, Harris has estimated effort to prepare Basis of Design Memoranda documenting other design matters. Each memo will include a problem statement, alternative solutions, and recommendations.

2.3 Hydrology Report and Basis of Design Calculations

Harris will prepare a Caltrans Format Water Pollution Control Plan. Effort includes two rounds of technical reviews by Caltrans and coordination with the contractor and Caltrans staff.

Task 3.0 Preliminary Design (30%-60% Submittal)

This task includes an initial submittal with preliminary grading and conceptual road alignments. Details will be highly conceptual and supported by descriptive narrative to support emergency bidding. Basis of design will be City LIDAR data and historic orthotopo. Details will be taken to a 30% level to include:

- Size of storm drain pipe and limits of needed improvements
- Proposed structures and energy dissipator including calculations
- Temporary slope protection to address immediate threat of further slope erosion
- Permanent slope repair and grading
- Pertinent details
- Material Take-offs and Cost estimates
- Utility impacts (relocations, adjustments, and/or modifications)
- A list of items requiring City feedback, along with Harris' associated recommendations

60% detail will be added as design is developed in close coordination with project consultants and contractor. Specifications will be prepared as needed to support design approval and construction. These specifications will be provided on the plans or book format, whichever is deemed most suitable by Harris in coordination with the project team.

Task 4.0 Final Design (90% and Final)

Complete 60% design submittal to address 60% City comments and add details meeting City criteria for Final design. This will be submitted to the City for review and comments with all necessary reports, calculations and QA/QC checklists completed.

Task 5.0 Construction Assistance and As-Builts

Address issues during construction as requested by the City and Leighton. Prepare As-Built Plan Set in accordance with City-Approved Contractor redlines. Coordinate production of final mylars with project team to generate a consolidated set.

Schedule

We understand that this emergency project will proceed as quickly as possible and responsive to the direction of Leighton and the City project team. An initial submittal will be made on April 6, 2015, and documents will be developed to support construction prior to the next rainy season.

Preliminarily, we assume the following durations:

ASSUMPTIONS AND EXCLUSIONS

- There is no guarantee or warranty implied or stated in this proposal to mitigate for pre-existing condition, especially those pertaining to slope stability and beyond existing apparent erosion. We have requested that the City indemnify Harris from any liabilities resulting from any pre-existing conditions.
- City will make available and provide all existing data and information relevant to the proposed project.
- SWPPP is assumed to be developed and handled by Contractor QSD QSP. Harris can provide services if requested. Erosion Control Base plan is assumed to assist Contractor with SWPPP efforts.
- Structural Engineering is excluded at this stage. The need will be considered based on alternative solutions for energy dissipation.
- Close collaboration of all project participants
- For the purposes of this proposal, the Harris design sheet estimate follows:
-

HARRIS Sheet Description	Count
Title Sheet	1
Notes	1
Plan and Profile Storm Drain (20-scale)	2
Storm Drain Details	1
Grading Plan (Temporary / Access) (20-Scale)	2
Grading Plan (Final) (20-Scale)	2
Details (Miscellaneous / Access)	2
Erosion Control Plan	1
Traffic Control Plans (2 alts)	3
Sheet Count	15

Fee

Harris proposes to provide the above services for the total "Time and Materials Fee Estimate of **\$231,094**, including a 10% contingency for additional services not estimated. These fees should be considered negotiable and we would be happy to discuss them in association to our proposed scope of work and make revisions where mutually agreeable. Our services would be accomplished per a sub contract with Leighton City where all terms and conditions would be stated as mutually agreed. Fees would be invoiced monthly based on Time and Materials per our agreement with all terms and conditions stated therein.

We appreciate the opportunity to be of service to the Leighton and the City of San Diego and we look forward to a successful project. If you have any questions, or need additional information, please do not hesitate to contact me at (619) 236-1178 (ext. 2530).

Sincerely,
Harris & Associates



Carlos Mendoza, P.E., QSP/QSD
Engineering Manager / Project Manager



Ehab Gerges, P.E.
Project Director

Attachment A – Fee

Leighton Associates
DESIGN FEE FOR
Desert View Drive Storm Drain and Slope Repair

ATTACHMENT "A"



FEE PROPOSAL FOR ENGINEERING SERVICES

Task/Subtask	Harris & Associates							Subtotals
	Project Director \$220	QA/QC \$190	PM / Design \$220	PE \$160	Sr. CADD \$125	CADD Tech \$95	ADMIN \$70	
Task 1.0 Project Management								
1.1 Progress and Review Meetings (12)	10		60	60			12	\$25,840
1.2 Coordination with Subs			50		9	16		\$13,645
1.3 QA/QC	24	4	20			16		\$11,960
1.3 Caltrans Permit Support		4	12	24	24			\$10,240
Subtotal Hours =	34	8	142	84	33	32	12	345
Subtotal (\$) =	\$7,480	\$1,520	\$31,240	\$13,440	\$4,125	\$3,040	\$840	\$61,685
Task 2.0 Preliminary Investigation								
2.1 Utility Coordination	0	0	0	2	8	24	0	\$3,600
2.2 Data Gathering & Field Review	0	0	12	16	4	24	0	\$7,980
2.3 Hydology Report and BOD	0	0	40	40	40	40	0	\$24,000
2.4 WPCP	0	0	8	40	8	40	0	\$12,960
Subtotal Hours =	0	0	60	98	60	128	0	346
Subtotal (\$) =	\$0	\$0	\$13,200	\$15,680	\$7,500	\$12,160	\$0	\$48,540
Task 3.0 Preliminary Design								
3.1 Base Mapping	0	5	16	20	20	25	0	\$12,545
3.2 30% Design	0	5	16	25	25	25	0	\$13,970
3.3 60% Design	0	8	25	50	40	50	0	\$24,770
Subtotal Hours =	0	18	57	95	85	100	0	355
Subtotal (\$) =	\$0	\$3,420	\$12,540	\$15,200	\$10,625	\$9,500	\$0	\$51,285
Task 4.0 Final Design								
4.1 90% Design	0	5	16	20	20	25	4	\$12,825
4.2 Final Design	0	5	16	25	25	25	4	\$14,250
Subtotal Hours =	0	10	32	45	45	50	8	190
Subtotal (\$) =	\$0	\$1,900	\$7,040	\$7,200	\$5,625	\$4,750	\$560	\$27,075
Task 5.0 Construction Asst. and As-Built								
	0	0	40	40	20	40	0	\$21,500
Subtotal Hours =	0	0	40	40	20	40	0	140
Subtotal (\$) =	\$0	\$0	\$8,800	\$6,400	\$2,500	\$3,800	\$0	\$21,500
Total Hours by Classification =	34	36	331	362	243	350	20	1,376
Total (\$) by Classification =	\$7,480	\$6,840	\$72,820	\$57,920	\$30,375	\$33,250	\$1,400	\$210,085
Percentage of Time (Harris) / Fee (subs) =	2%	3%	24%	26%	18%	25%	1%	Contingency @ 10%
								\$21,009
HARRIS T&M FEE ESTIMATE								\$231,094

LSA ASSOCIATES
SCOPE OF WORK

ATTACHMENT 2



LSA ASSOCIATES, INC.
703 PALOMAR AIRPORT ROAD
SUITE 260
CARLSBAD, CALIFORNIA 92011

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760.918.2458 FAX

BERKELEY
FRESNO

IRVINE
PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

March 24, 2015

Sean Colorado
Senior Principal Engineer
Leighton
3934 Murphy Canyon Road, B-205
San Diego, CA 92123

Subject: Proposal to provide Environmental Consulting Services
Desert View Drive Outfall Erosion Repair Project
LSA Proposal No. ZZZ478J1

Dear Mr. Colorado:

LSA Associates, Inc. (LSA) hereby submits this proposal for environmental consulting services. Specifically, LSA proposes to provide support to Leighton for the City of San Diego (City) Desert View Drive Outfall Erosion Repair project (project).

SCOPE OF SERVICES

Task No. 1 – Map Existing Biological Resources Conditions

Prior to initiating any repair activities, a qualified LSA biologist familiar with local natural resources and City Biological Resources Guidelines will survey the project area to identify and map vegetation communities and the potential limits of any waters or streambeds that could be subject to jurisdiction pursuant to the Federal Clean Water Act of the California Fish and Game Code.

Task No. 2 – Cultural Resources Records Search and Pedestrian Survey

Prior to initiating any repair activities, a qualified LSA archaeologist familiar with local cultural resources and City Cultural Resources Guidelines will conduct a record search at the South Coastal Information Center at San Diego State University. Due to the time-sensitive nature of the work, LSA will request an expedited records search. Additionally, LSA will survey the project location (including potential access routes and staging areas) for the presence of cultural resources.

Task No. 3 – Coordination with Project Design Team

Following completion of Tasks Nos. 1 and 2 as described above, LSA will coordinate with the project design team with the goal of avoiding and minimizing project-related impacts to known and potential biological and cultural resources wherever feasible. Impacts to resources may be unavoidable, but the purpose of this task is to provide input on the locations and sensitivities of mapped resources with the goal of avoiding and minimizing impacts and resultant mitigation requirements to the greatest feasible extent. For budget purposes, LSA is assuming two meetings up to four hours each; in addition to coordination via telephone, email, and internet file sharing.

Task No. 4 – Preparation of Biological Resources Letter Report

Upon project design completion, LSA will prepare a Biological Resources Letter Report in accordance with City Guidelines. The report will document pre-project conditions and analyze the proposed project's potential impacts to biological resources. The report will discuss appropriate mitigation measures to comply with City Guidelines and anticipated mitigation that may be required by the resource agencies (e.g., United States Army Corps of Engineers [Corps], San Diego Regional Water Quality Control Board (RWQCB), and the California Department of Wildlife (CDFW).

Task No. 5 – Preparation of Jurisdictional Delineation Report

LSA's qualified biologists will survey the project area. The entire anticipated project area will be surveyed for the presence of areas potentially subject to Corps and RWQCB jurisdiction as "waters of the United States" as well as "streambeds" subject to jurisdiction of the CDFW.

The results of the survey will be provided in a technical jurisdictional delineation report suitable for submittal to the Corps, RWQCB, and CDFW in permit application packages. The report will discuss the Federal Clean Water Act, California Fish and Game Code, State Porter-Cologne Water Quality Control Act, the roles of the regulatory agencies, City Guidelines, the project setting, and the results of the field survey.

Task No. 6 – Preparation of Habitat Restoration Plan

LSA will prepare a Habitat Restoration Plan pursuant to City Guidelines and depicted on Plan Sheets in accordance to City Guidelines. The Plan will include plant palette(s), seed mix(es), technical specifications for installation and maintenance, and performance standards. Additionally, to address the likelihood that the project will require resource agency permits for impacts to jurisdictional waters/streambeds (Federal/State), this scope includes budget for preparation of a Habitat Mitigation and Monitoring Plan pursuant to the Corps 2008 Final Rule.

Task No. 7 – Preparation of Cultural Resources Letter Report

Upon project design completion, LSA will prepare a Cultural Resources Letter report in accordance with City Guidelines. The report will document pre-project conditions and analyze the proposed project impacts to cultural resources. The letter report will describe the presence or absence of known cultural resources, and will provide recommendations for cultural resources protection during construction. Budget for this task assumes negative cultural resources findings during the records search and subsequent pedestrian survey. Positive findings may result in additional requirements including but not limited to preparation of a cultural resources testing plan, archaeological and/or paleontological monitoring, and Native American monitoring during construction. Positive findings will necessitate additional scope and budget.

Task No. 8 – Regulatory Agency Permit Application Package Preparation

Should the proposed repair project require permits pursuant to the Federal Clean Water Act and California Fish and Game Code, LSA will prepare the requisite permit application packages on behalf of the City for submittal to the Corps, RWQCB, and CDFW. Budget for this task is based on the premise that the project impact footprint has been established prior to application preparation. LSA will prepare the application packages in draft form for submittal to the City. LSA has budgeted for one consolidated set of noncontradictory comments.

Task No. 9 – California Environmental Quality Act Notice of Categorical Exemption

An LSA environmental planner familiar with the California Environmental Quality Act (CEQA) will assist the City with preparation of a notice of a Categorical Exemption. If it is determined that the project does not qualify for a Categorical Exemption under CEQA, then additional budget will be required to prepare the appropriate level of CEQA documentation. Please note that applications to the RWQCB and the CDFW require certified CEQA documentation in order to be deemed complete.

Task No. 10 – Contingency Budget (Owner’s Option)

The purpose of this task is to allow budget for unanticipated out of scope work items on a case-by-case basis. LSA will only bill against this task with prior authorization from Leighton.

ESTIMATED BUDGET

LSA proposes to conduct the services described above on a time and materials basis in accordance with our signed agreement with Leighton. LSA estimates Tasks 1 through 9 can be completed for \$52,100. Task 10 is a contingency task to cover unanticipated out-of-scope services. Any work conducted under Task 10 will be subject to prior approval from Leighton on a case-by-case basis. If the entire budget of Task 10 is approved, total estimated budget will be \$64,125 (see below).

TASK	COST
Task No. 1 – Map Existing Biological Resources Conditions	\$2,200.00
Task No. 2 – Cultural Resources Records Search and Pedestrian Survey	\$3,500.00
Task No. 3 – Coordination with Project Design Team	\$5,500.00
Task No. 4 – Preparation of Biological Resources Letter Report	\$5,000.00
Task No. 5 - Preparation of Jurisdictional Delineation Report	\$5,600.00
Task No. 6 – Preparation of Habitat Restoration Plan	\$10,000.00
Task No. 7 – Preparation of Cultural Resources Letter Report	\$2,300.00
Task No. 8 – Regulatory Agency Permit Application Package Preparation	\$16,000.00
Task No. 9 – California Environmental Quality Act Notice of Categorical Exemption	\$2,000.00
Task No. 10 – Contingency Budget (Owner’s Option)	\$12,025.00
GRAND TOTAL	\$64,125.00

If you agree with the terms and provisions of this proposal, please provide LSA with your written authorization to proceed.

LSA ASSOCIATES, INC.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mike Trotta", written in a cursive style.

Mike Trotta
Principal/Executive Vice President



LSA ASSOCIATES, INC.
703 PALOMAR AIRPORT ROAD
SUITE 260
CARLSBAD, CALIFORNIA 92011

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BERKELEY
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SAN LUIS OBISPO

May 19, 2015

Sean Colorado
Managing Director
Leighton
3934 Murphy Canyon Road, Suite B-205
San Diego, CA 92123

Subject: Budget Augment Request for Desert View Drive Emergency Erosion Repair

Dear Mr. Colorado:

LSA Associates, Inc. (LSA) hereby submits this budget augment request for the subject project. The additional budget is being requested to address out-of-scope services required by City of San Diego (City) Guidelines or as requested by the project team. The out-of-scope services include an increased biological and cultural resources survey area, pre-disturbance surveys for nesting birds, biological resources monitoring during initial vegetation clearing, cultural resources and Native American monitoring during initial dirt-disturbing activities, attendance at weekly team meetings, and requisite project management services.

OUT-OF-SCOPE SERVICES

Task No. 10 – Contingency Budget (Owner’s Option)

The purpose of this task is to allow budget for unanticipated out-of-scope work items on a case-by-case basis. LSA will only bill against this task with prior authorization from Leighton. At the request of the City project manager, LSA has revised the budget for this task to be 10 percent of the total LSA budget.

Task No. 11 – Expanded Biological and Cultural Resources Survey Area

Qualified LSA staff will conduct pedestrian surveys of the expanded limits of work (mainly to the south of the previously surveyed area) to map existing biological resources and to map any cultural materials observed. The results of the expanded survey will be incorporated into the draft biological and cultural resources reports (Tasks 4 and 7).

Task No. 12 – Pre-Disturbance Nesting Bird Surveys

A qualified LSA biologist will conduct surveys for the presence of nesting birds within 1 week prior to vegetation clearing activities. If nesting birds are observed, the biologist will recommend a buffer area to be protected until the nest is no longer active (i.e., does not contain eggs or fledglings). LSA is allowing for two site surveys for a total of 10 hours for this task.

Task No. 13 – Biological Resources Monitoring During Vegetation Clearing

A qualified LSA biologist will be on site during all initial vegetation clearing activities (including geotechnical borings) to help avoid and minimize impacts to biological resources to the greatest feasible extent, including monitoring with the intent of keeping all work within specified limits of construction. The LSA biological resources monitor will have Stop Work authority if pending activities have the potential for unauthorized impacts to biological resources. LSA is basing its estimate on 3 weeks of vegetation clearing (15 working days). If more or less monitoring days are required, the budget can be addressed accordingly based on a daily rate of \$850.

Task No. 14 – Cultural Resources and Native American Monitoring During Initial Ground-Disturbing Activities

A qualified LSA archaeologist will be on site during all ground-disturbing activities (including geotechnical borings) to help avoid and minimize impacts to cultural resources. Based on guidance from City staff, LSA will also provide the presence of a Native American Monitor during initial ground-disturbing activities. The LSA cultural resources monitor will have Stop Work authority if pending activities have the potential for unauthorized impacts to cultural resources. LSA is basing its estimate on 4 weeks of vegetation clearing (20 working days). If more or less monitoring days are required, the budget can be addressed accordingly based on a daily rate of \$1,550.

Task No. 15 – Meetings and Project Management

LSA will attend up to 16 weekly project meetings with the project management and design team and will provide the requisite project management services to ensure proper scheduling and budget tracking. Should attendance at additional meetings be requested, an additional budget augment will be required.

ESTIMATED BUDGET AUGMENT/REVISED BUDGET

LSA proposes to conduct Tasks 11 through 15 described above on a time-and-materials basis in accordance with our existing contract with Leighton. LSA will conduct Tasks 11 through 15 for a total of \$68,150 (see attached budget augment table). When combined with the \$52,100 budget for previous Tasks 1 through 9, this brings the total for Tasks 1 through 9 and Tasks 11 through 15 to a total of \$120,250. Per the City request, LSA is adjusting the amount of Contingency Task No. 10 to be an additional 10 percent (\$12,025) for a grand total of \$132,275. We will not exceed this amount without your prior authorization.

Sincerely,

LSA ASSOCIATES, INC.



Mike Trotta
Principal/Executive Vice President

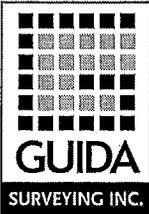
Attachment: Budget Augment Table

BUDGET AUGMENT TABLE

Task	Daily Rate	Costs
Task No. 11 - Increased Survey Area/Report Revisions		1,500.00
		1,400.00
Task No. 12 - Pre-Disturbance Nesting Survey	\$850.00	1,700.00
Task No. 13 - Biological Resources Monitoring	\$850.00	12,750.00
Task No. 14 - Cultural Resources Monitoring	\$1,050.00	20,000.00
	\$500.00	10,000.00
Task No. 15 - Meetings and Project Management		20,800.00
TOTAL		68,150.00

GUIDA SURVEYING
SCOPE OF WORK

ATTACHMENT 3



04/07/15

Mike Jensen
LEIGHTON GROUP, Inc.
3934 Murphy Canyon Road
Suite B205
San Diego, CA 92123
www.leightongroup.com

Subject: Desert View Drive Outfall Erosion Repair
Surveying Services: Construction Staking & Additional Services

Guida Surveying will set survey stakes to control the limits of grading and grades stakes including additional services as needed. GSI will supply a coordinate file, raw file, hand drawn sketches, site pictures, pdf and AutoCAD files.

Scope items may include the following:

1. Field supervision and office calculations.
2. Set stakes to control the limits of clearing and grading.
3. Set stakes to control the slope stakes and key location.
4. Set stakes to control the access roads, easement and right of way lines if required.
5. Survey the removal area and submit report and exhibit.
6. Perform geological cross sections and submit reports and exhibits.
7. Set stakes to control the final elevation of the improved slopes and contour lines.
8. Set stakes to control the new storm drain line with connection points and junction structures.
9. Perform an as-built survey of the storm drain and grading at completion of the project.
10. Surveys the location for the inclinometers submit reports and exhibits.
11. Additional staking and surveying services to include three days of surveying and supervision.

Scope of Services:	FEE
Field construction staking	\$ 20,600.00
Supervision & Drafting	\$ 8,000.00
As Needed Services (Three days)	<u>\$ 7,400.00</u>
TOTAL...	\$ 36,000.00

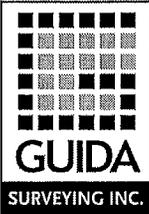
Schedule

Guida Surveying Inc. can begin work immediately upon notice to proceed.

Richard Allen 04/07/15

Richard Allen Date
Director of Operations San Diego Area
Guida Surveying Inc.
1026 W. El Norte Parkway
Suite 147
Escondido, CA 92026
P (760) 624-8432
F (760) 749-3988
E rallen@guidasurveying.com

03PRO15-051



05/19/15

Mike Jensen
LEIGHTON GROUP, Inc.
3934 Murphy Canyon Road
Suite B205
San Diego, CA 92123
www.leightongroup.com

Subject: Desert View Drive Outfall Erosion Repair
Surveying Services: Topographic Mapping of Desert View Drive.

Guida Surveying along with Robert J. Lung and Associates, Inc. will fly new color aerial mapping exposures suitable for direct map compilation at 1"=20' scale with 1' foot contours. Finished products would be a digital data file with DTM.

Scope items may include the following:

1. Field supervision and office calculations.
2. Field Control & Aerial Targets
3. Direct map compilation at 1"=20' scale with 1' foot contours.
4. Approximately 11 to 13 working days to complete from the day photography is taken and control is received.

Scope of Services:

	FEE
Office support & Calculations	\$ 330.00
Field Control & Aerial Targets	\$ 1,470.00
Topographic Mapping	<u>\$ 6,200.00</u>
TOTAL...	\$ 8,000.00

Schedule

Guida Surveying Inc. can begin work immediately upon notice to proceed.

If a digital color ortho were needed the additional cost would be \$300.00.

Richard Allen 05/19/15

Richard Allen Date
Director of Operations San Diego Area
Guida Surveying Inc.
1026 W. El Norte Parkway
Suite 147
Escondido, CA 92026
P (760) 624-8432
F (760) 749-3988
E rallen@guidasurveying.com

03PRO15-074

**Desert View Drive - B 15189
Sub-Consultants List**

#	Name	Work	Cost	%
1	Harris and Associates	Civil	\$254,203.00	21%
2	LSA Associates	Environmental	\$143,303.00	12%
3	Guida Surveying	Survey	\$48,400.00	4%
			\$446,306.00	37%

Total Consulting Cost (prime + Subs) = \$1,199,967.00

COMPENSATION AND FEE SCHEDULE

Table 1

Breakdown of Estimated CostTask 1 Geotechnical Investigation

Inclinometer Installation (Drilling, Traffic Control, etc.)	\$ 88,000
Large-Diameter Borings (Drilling, Traffic Control, etc.)	\$ 120,000
Field Services and Geologic Mapping	\$ 78,000
Team Meetings Design	\$ 15,000
Geologic Construction (Mr. Mike Stewart)	\$ 20,000
Inclinometer Reading (13 times) and Reports	\$ 28,000
Inclinometer Street Observations	\$ 5,000
Laboratory Testing	\$ 28,000
Project Management and Administration	\$ 20,000
Team Meetings Grading	\$ 14,000
Preliminary Analysis and Document Review	\$ 24,000
Preparation of a Geotechnical Report and Analysis	<u>\$ 50,000</u>

Investigation Subtotal \$ 490,000

Task 2 Geotechnical Services during Construction

Senior Soil Technician During Grading	\$ 88,000
Geologist During Grading	\$ 25,000
Field Support (Project Level/Ops. Mgr.)	\$ 5,000
Laboratory Testing	\$ 5,000
Management and Geotechnical Analysis	\$ 12,000
Report Preparation and Miscellaneous Letters	<u>\$ 20,000</u>

Subtotal \$155,000

Civil Engineering and Environmental Services

Civil Engineering Services (Harris & Associates)	\$ 254,203
Environmental Services (LSA & Associates)	\$ 143,303
Survey (Guida Surveying)	<u>\$ 48,400</u>

Subtotal \$ 445,906

10% Contingency \$ 109,091

Total Estimated Cost of Services \$1,199,967



Leighton

2015 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Dispatcher	80	Project Administrator / Word Processor	80
Technician I	85	Information Specialist	110
Technician II / Special Inspector	95	CAD Operator	115
Senior Technician / Senior Special Inspector	100	GIS Specialist	135
Prevailing Wage (Field Soils / Materials Tester) *	130	Staff Engineer / Geologist / Scientist	135
Prevailing Wage (Building / Construction Inspector) *	135	Senior Staff Engineer / Geologist / Scientist	145
Prevailing Wage (NDT and Soil Remediation O&M) *	140	Operations / Laboratory Manager	165
System Operation & Maintenance Specialist	135	Project Engineer / Geologist / Scientist	165
Non Destructive Testing	135	Senior Project Engineer / Geologist / Scientist	190
Deputy Inspector	135	Associate	210
Field / Laboratory Supervisor	135	Principal	225
		Senior Principal	270

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California bearing ratio (ASTM D 1883)	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D 2216)	20	- 1 point	185
Moisture & density (ASTM D 2937) ring samples	30	R-Value (CTM 301) untreated	310
Moisture & density (ASTM D 2937) Shelby tube or cutting	40	R-Value (CTM 301) lime or cement treated soils	340
Atterberg limits (ASTM D 4318) 3 points:	150	SOIL CHEMISTRY & CORROSIVITY	
- Single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg limits (organic ASTM D 2487 / 4318)	180	Electrical resistivity – single point – as received moisture	45
- Visual classification as non-plastic (ASTM D 2488)	10	Minimum resistivity 3 moisture content points (ASTM G 187/CTM 643)	90
Particle size		pH + minimum resistivity (CTM 643)	130
- Sieve only 1½" to #200, (ASTM D 6913/CTM 202)	135	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Large sieve - 6" to #200 (ASTM D 6913/CTM 202)	175	Sulfate screen (Hach ®)	30
- Hydrometer only (ASTM D 422)	110	Chloride content (AASHTO T291/CTM 422)	70
- Sieve + hydrometer (≤3" sieve, ASTM D 422)	185	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
- Percent passing #200 sieve, wash only (ASTM D 1140)	70	Organic matter content (ASTM 2974)	65
Specific gravity-fine (passing #4, ASTM D 854/CTM 207)	125	SHEAR STRENGTH	
Specific gravity-coarse (ASTM C 127/CTM 206) > #4 retained	100	Pocket penetrometer	15
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct shear (ASTM D 3080, mod., 3 points)	
- Total porosity - on other sample	155	- Consolidated undrained - 0.05 inch/min (CU)	285
Shrinkage limits (wax method, ASTM D 4943)	126	- Consolidated drained - <0.05 inch/min (CD)	345
Pinhole dispersion (ASTM D 4647)	210	- Residual shear EM 1110-2-1906-IXA	50
Dispersive characteristics of clay (double hydrometer ASTM D 4221)	90	(price per each additional pass after shear)	
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand equivalent (ASTM D 2419/CTM 217)	105	Oriented or block hand trimming (per hour)	65
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard proctor compaction, (ASTM D 698) 4 points:		Torsional shear (ASTM D 6467 / ASTM D 7608)	820
- 4 inch diameter mold (Methods A & B)	180	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D 2435)	195
Modified proctor compaction (ASTM D 1557) 4 points		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion index (ASTM D 4829)	130
Check point (per point)	65	Swell/collapse – Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated & treated soils & aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
Relative density (0.1 ft³ mold, ASTM D 4253, D 4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAXIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D 2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D 2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D 2434)	135
- Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
- Clay soils (per confining stress)	705	Moisture-density curve for soil-cement mixtures (ASTM D 558)	240
- Three-stage triaxial (sand or silty sand soils)	655	Wet-dry durability of soil-cement mixtures (ASTM D 559) ¹	1,205
- Three-stage triaxial (silt or clayey sand soils)	875	Compressive strength of molded soil-cement cylinders (ASTM D 1633) per cylinder ¹	60
- Three-stage triaxial (clay soils)	1,235	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
Remolding of test specimens	65	¹ Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

SAMPLE TRANSPORT	\$/TRIP	METHOD	\$/TEST
Pick-up & delivery – (weekdays, per trip, <50 mile radius from Leighton office)	85	Thickness or height of compacted bituminous paving mixture specimens (ASTM 3549)	40
METHOD	\$/TEST	Rubberized asphalt (add to above rates)	+ 25%
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C 39) (6" x 12")	25	Sieve analysis (fine & coarse aggregate, ASTM C 136/ CTM 202) with finer than #200 wash (ASTM C117)	135
Compression, concrete or masonry cores (testing only) ≤6" diameter (ASTM C 42)	40	LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	250
Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C 78/CTM 523)	85	Durability index (CTM 229)	200
Flexural strength of concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	85	Cleaness value of coarse aggregate (CTM 227)	210
Non shrink grout cubes (2" ³ , ASTM C 109/C 1107)	25	Unit weight of aggregate (CTM 212)	50
Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Soundness magnesium (ASTM C 88)	225
ASPHALT CONCRETE (HMA)		Soundness sodium	650
Extraction by ignition oven, percent asphalt (ASTM D 6307/CTM 382)	150	Uncompacted void content – fine aggregate (CTM 234)	130
Ignition oven correction/correlation values	quote	Flat & elongated particles in coarse aggregate (CTM 235)	215
Extraction by centrifuge, percent asphalt (ASTM D 2172)	150	Percent of crushed particles (CTM 205)	135
Gradation of extracted aggregate (ASTM D 5444/CTM 202)	135	Organic impurities in concrete sand (CTM 213)	60
Stabilometer value (CTM 366)	265	Specific gravity – coarse aggregate (CTM 206)	100
Bituminous mixture preparation (CTM 304)	80	Specific gravity – fine aggregate (CTM 207)	125
Moisture content of asphalt (CTM 370)	60	Apparent specific gravity of fine aggregate (CTM 208)	130
Bulk specific gravity – molded specimen or cores (ASTM D 1188/ CTM 308)	55	Moisture content of aggregates by oven drying (CTM 226)	40
Maximum density - Hveem (CTM 308)	200	Clay lumps, friable particles (ASTM C 142)	175
Theoretical maximum density and specific gravity of HMA (CTM 309)	130	MASONRY	
		Mortar cylinders (2" by 4", ASTM C 780)	25
		Grout prisms (3" by 6", ASTM C 1019)	25
		Masonry cores compression, ≤6" diameter (testing only, ASTM C 42)	40

METHOD	\$/TEST
CMU compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45
CMU moisture content, absorption & unit weight (6 required, ASTM C 140)	40
CMU linear drying shrinkage (ASTM C 426)	175
CMU grouted prisms (compression test ≤ 8" x 8" x 16", ASTM E 447 C 1314)	180
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
Masonry core-shear, Title 24 (test only)	70
BRICK	
Compression (cost for each, 5 required, ASTM C 67)	40
SLAB-ON-GRADE MOISTURE EMISSION KIT	
Moisture test kit (excludes labor to perform test, ASTM E 1907)	60

METHOD	\$/TEST
REINFORCING STEEL	
Rebar tensile test, up to No. 10 (ASTM A 370)	45
Rebar tensile test, No. 11 & over (ASTM A 370)	100
Rebar bend test, up to No. 11 (ASTM A 370)	45
STEEL	
Tensile strength, ≤ 100,000 pounds axial load (ASTM A 370)	45
Prestressing wire, tension (ASTM A 416)	150
Sample preparation (cutting)	50
SPRAY APPLIED FIREPROOFING	
Unit weight (Density, ASTM E 605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4" Grab plates	5	each	
1/4" Tubing (bonded)	0.55	foot	
1/4" Tubing (single)	0.35	foot	
3/8" Tubing, clear vinyl	0.55	foot	
4-Gas meter (RKI Eagle or similar)	120	day	
Air flow meter and purge pump (200 cc/min)	50	day	
Box of 24 soil drive-sample rings	120	box	
Brass sample tubes	10	each	
Caution tape (1000-foot roll)	20	each	
Combination lock or padlock	11	each	
Compressed air tank and regulator	50	day	
Concrete coring machine (6-inch-dia)	150	day	
Consumables (gloves, rope, soap, tape, etc.)	35	day	
Core sample boxes	11	each	
Crack monitor	25	each	
Cutoff saws, reciprocating, electric (Saws All)	75	day	
Disposable bailers	12	each	
Disposable bladders	10	each	
Dissolved oxygen meter	45	day	
DOT 55-gallon containment drum with lid	65	each	
Double-ring infiltrometer	125	day	
Dual-stage interface probe	80	day	
GEM 2000	130	day	
Generator, portable gasoline fueled, 3,500 watts	90	day	
Global Positioning System (GPS)	80	day	
Hand auger set	90	day	
HDPE safety fence (≤ 100 feet)	40	roll	
Horiba U-51 water quality meter	135	day	
In-situ level troll 500 (each)	90	day	
In-situ troll 9500, low flow water sampling	150	day	
Lockable equipment box	15	day	
Magnahelic gauge	15	day	
Manometer	25	day	
Mileage	0.575	mile	
Nitrile gloves	20	pair	
Nuclear moisture and density gauge	88	day	
Pachometer	25	day	
pH/Conductivity/Temperature meter	55	day	
Photo-Ionization Detector (PID)	110	day	
Pump, Typhoon 2 or 4 stage	50	day	
QED bladder pump w/QED control box	160	day	
Resistivity field meter & pins	50	day	
Slip / Threaded Cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each	
Slope inclinometer	50	day	
Soil sampling T-handle (Encore)	10	day	
Soil sampling tripod	35	day	
Stainless steel bailer	40	day	
Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	160	day	
Submersible pump/transfer pump, 10-25 gpm	50	day	
Survey/fence stakes	8	each	
Tedlar® bags	18	each	
Traffic cones (≤ 25)/barricades (single lane)	50	day	
Turbidity meter	70	day	
Tyvek® suit (each)	18	each	
Vapor sampling box	45	day	
Vehicle usage	20	hour	
VelociCalc	35	day	
Visqueen (20' x 100')	100	roll	
Water level indicator (electronic well sounder) < 300 feet deep well	60	day	
Well service truck usage	200	day	

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2015 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technician Special Inspectors or Material Testing Services:
 - 4 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
 - 8 hours: Over 4-hour working day, or begins before noon and extends into afternoon
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client. 10%
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

TIME SCHEDULE



Leighton and Associates, Inc.

A LEIGHTON GROUP COMPANY

Preliminary Schedule for Geotechnical Investigation and Civil Design

TASKS	Start Date	End Date
Advanced Notice to Proceed (ANTP)	March 27, 2015	--
Inclinometer Installation	April 6, 2015	April 20, 2015
Inclinometer Monitoring	April 10, 2015	April 10, 2016
Caltrans Access Permitting	March 27, 2015	NTP + 2 weeks
Survey	March 30, 2015	NTP + 3 weeks
Notice to Proceed (NTP)- Executed Purchase Order	TBD	--
Environmental Preconstruction Survey	March 30, 2015	NTP + 2 weeks
Permitting Exploration in Desert View Dr	May 4, 2015	May 15, 2015
Right of Entry Agreements (By City of San Diego)	March 16, 2015	May 25, 2015
Large Diameter Exploration in Desert View Dr	NTP + 1 week	NTP + 3 weeks
Permitting Exploration in Repair Area	NTP	NTP + 3 weeks
Construct Access Roads for Borings (By Arrieta)	NTP + 2 weeks	NTP + 3 weeks
Large Diameter Exploration in Repair Area	NTP + 3 weeks	NTP + 5 weeks
Geotechnical Lab, Analysis, and Report	NTP + 5 weeks	NTP + 11 weeks
Civil Design Through 90%	March 30, 2015	NTP + 11 weeks
Construction	NTP + 11 weeks	NTP + 28 weeks
Environmental Permitting	NTP	NTP + 20 weeks
Construction Support and As-Builts	NTP + 12 weeks	NTP + 32 weeks

ATTACHMENTS



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101

Phone: (619) 533-3450 • Fax: (619) 533-3633

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Leighton & Associates, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 17781 Cowan

City Irvine County Orange State CA Zip 92614

Telephone Number: (949) 250-1421 FAX Number: ()

Name of Company CEO: Andrew Price

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

Address: 3934 Murphy Canyon Road, Suite B-205

City San Diego County State CA Zip 92123

Telephone Number: (858-300-8490) FAX Number: ()

Type of Business: Consulting Engineering Type of License:

The Company has appointed: Kristene Lindert

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: 17781 Cowan • Irvine, CA 92614

Telephone Number: (949) 681-4248 FAX Number: (949) 250-1114

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Leighton & Associates, Inc.

(Firm Name)

Orange, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 15th day of May, 2015

[Handwritten Signature]

(Authorized Signature)

Andrew Price

(Print Authorized Signature)

WORK FORCE REPORT

Leighton & Associates, Inc.

DATE:

5/15/2015

OFFICE(S) or BRANCH(ES):

San Diego

COUNTY:

San Diego

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

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

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

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

Totals Each Column	1		1								13	1		1
--------------------	---	--	---	--	--	--	--	--	--	--	----	---	--	---

Grand Total All Employees

17

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION 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 services, 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**
Baja Exploration	Drilling	7%	WBE	California
Pacific Drilling	Drilling	5%	SLBE	California
Co’s	Traffic Contol	1.5%	WBE/DBE	California
Harris and Associates	Civil Engineering	22%	OBE	California
LSA Associates	Environmental	13%	OBE	California
Guida Surveying	Survey	4%	OBE	California

List of Abbreviations:

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

* Listed for informational purposes only.

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

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.

****This Form is not required, the project is not part of an RFP****

NAME OF PROJECT: _____

TYPE OF PROJECT: _____ DOLLAR VALUE OF CONTRACT: _____

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 ^o	WHERE CERTIFIED ^o
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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 |

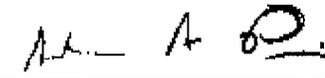
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Emergency Repairs, Storm Drain Outfall 5877 Desert View Drive, San Diego

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

FIRM NAME: Leighton & Associates, Inc.

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

Signed	<u></u>
Printed Name	<u>Andrew Price</u>
Title	<u>President</u>
Date	<u>5/15/2015</u>

**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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- | | |
|---|--|
| 1. Department / Board / Commission / Agency Name: | PW-RROW- Drainage Section |
| 2. Name of Specific Consultant & Company: | Leighton & Associates |
| 3. Address, City, State, ZIP | 3934 Murphy Canyon Road Ste. B205
San Diego, CA 92123 |
| 4. Project Title (as shown on 1472, "Request for Council Action") | Desert View Drive Emergency Slope and
Storm Drain Repair |
| 5. Consultant Duties for Project: | Geotechnical Investigation |
| | Geotechnical Services during
Construction |
| | Civil Engineering and Environmental
Services (Outside Services) |
| | |
| | |

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

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

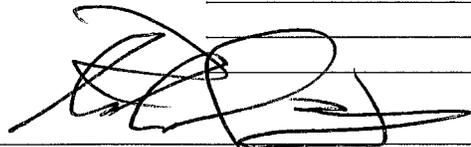
- or -

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

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

- or -

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

By: 

[Name/Title]*

5/27/15

[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
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

CITY OF SAN DIEGO
Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																			
4. Design Phase																			
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																	
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																	
4d. Type of Work (design, study, as-needed services, etc.): _____	4e. Key Design Phase Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
5. Construction Support																			
5a. Contractor _____ (name and address)		Phone (____) _____																	
5b. Superintendent _____																			
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																		
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>																			
	Excellent	Satisfactory	Poor																
6a. Quality of Plans/Specifications/As-Builts Compliance with Contract & Budget Responsiveness to City Staff	<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"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____		Date _____																	
7b. Section Head _____		Date _____																	

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<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"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A	Resolution of Field problems	<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"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Item _____ : _____

(*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:

Emergency Repairs, Storm Drain Outfall 5877 Desert View Drive, San Diego

B. BIDDER/CONTRACTOR INFORMATION:

Leighton & Associates, Inc.

Legal Name	DBA		
3934 Murphy Canyon Road, Suite B-205	San Diego	CA	92123
Street Address	City	State	Zip
Sean Colorado, Sr. Principal Engineer	858-300-8490		
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: 8/9/1974 State of incorporation: CA

List corporation's current officers: President: Andrew Price
Vice Pres: _____
Secretary: Susan Downing
Treasurer: Terrance Brennan - Chairman

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:

Leighton & Associates, Inc. is wholly owned by Leighton Group, Inc.

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 started: _____

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.

Andrew Price, President
Print Name, Title


Signature

5/15/2015
Date

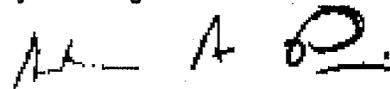
City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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.

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.

Andrew Price, President

Print Name, Title



Signature

5/15/2015

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: Leighton & Associates, Inc.	Contact Name: Sean Colorado
Company Address: 3934 Murphy Canyon Suite B205	Contact Phone: 858-300-8490
	Contact Email: scolorado@leightongroup.com

CONTRACT INFORMATION

Contract Title: Emergency Repairs, Storm Drain Outfall 5877 Desert View Drive, San Diego	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

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.

Andrew Price, President

Name/Title of Signatory


Signature

5/15/2015

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.

Leighton & Associates, Inc.

Name of Firm



Signature of Authorized Representative

Andrew Price

Printed/Typed Name

5/15/2015

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Emergency Repairs, Storm Drain Outfall 5877 Desert View Drive, San Diego

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

(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 Andrew Price

Title President