

ORIGINAL

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

RICK ENGINEERING COMPANY

FOR

WANGENHEIM NEIGHBORHOOD JOINT USE FACILITY

CONTRACT NUMBER: H156534

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - 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 - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans with Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RICK ENGINEERING COMPANY
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Rick Engineering Company [Design Professional] for the Design Professional to provide Professional Services to the City for the Wangenheim Neighborhood Joint Use Facility (156534) [Project].

RECITALS

The City wants to retain the services of a professional landscape architectural firm to provide landscape architectural 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 October 7, 2021, 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, a total contract amount not exceeding \$711,516.00. The compensation for the Scope of Services shall not exceed \$646,516.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$65,000.00.

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

(Exhibit B). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI"

by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (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 CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

fourteen working days of the Design Professional's receipt of the City's next payment.4.4.1.4

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements (Exhibit D). The Design Professional shall not discriminate

against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

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

4.7 Drug-Free Workplace. 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 attorneys' fees and all damages sustained as a result of the violation.

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

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

employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

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

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

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

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

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

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

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

4.19. ADA Certification. The Design Professional hereby certifies (Exhibit K) 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, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

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

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

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

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

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity in or

to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional’s own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

**ARTICLE IX
MISCELLANEOUS**

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Works Department, c/o Yovanna Lewis, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Rick Engineering, 5620 Friars Road, San Diego, CA 92110.

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: Jim Kuhlken and Tim Pruss [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual

who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

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

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

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

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

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

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

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

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

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

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

9.19 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit 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 30 adopted by Ordinance No. O-20148. 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. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

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

The remainder of this page has been intentionally left blank.

ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Code 22.3207 , authorizing such execution, and by the Design Professional pursuant to Rick Engineering Company's signature authority document.

Dated this 7th day of October, 2016.

THE CITY OF SAN DIEGO
Mayor or Designee

By: Frank A. Romero
Frank A. Romero
Senior Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind Rick Engineering Company and that I have read all of this Agreement, this 02 day of SEPT, 2016

By: James C. Kuhlken
James C. Kuhlken
Principal

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of October-2016

JAN I. GOLDSMITH, City Attorney

By: Jan I. Goldsmith
Deputy City Attorney

DESIGN PROFESSIONAL
AGREEMENT EXHIBITS

SCOPE OF SERVICES

DESIGN FOR WANGENHEIM NEIGHBORHOOD JOINT USE FACILITY (H156534)

The following is detailed description of the task, sub-tasks and deliverables that will be provided to the City of San Diego (City) to be performed by the Rick Engineering Company and their sub-consultants (Design Professional).

GENERAL DESCRIPTION

The design of Wangenheim Neighborhood Joint Use Facility shall include but is not limited to:

1. Designing a new entrance near the pedestrian crossing on Black Mountain Road with new identification signs.
2. Designing a new parking lot on the southwest corner of Flanders Drive. Entrance off of Flanders Drive needs to be cleaned up with a new sign indicating entrance of the park parking lot.
3. Redesign the lighting by moving the existing lights that are located in the center of Wangenheim field to the far west side of site and add additional lighting so that the entire area is useable after dark.
4. Replace the existing grass and add new grass on area that is currently Decomposed Granite (DG) (approximately 4 acres). Improve and or replace irrigation system so that the entire grass area can be watered effectively.
5. Build combination restroom./storage shed/snack bar on Southeast corner of Walker Neighborhood Park near Black Mountain Road with shaded patio area.
6. Provide DG walking trail around the Wangenheim field area.
7. Provide a concrete sidewalk (ADA) from the new handicapped parking area to either/both Black Mountain Road/the sidewalk currently at the rear (west) of Walker Park.
8. Add, modify, relocate, and install any/all necessary fencing and gates to secure the Wangenheim school site from the Wangenheim / Walker Park site, and
9. Provide shade sails over the existing tot lot area.
10. Provide improvements to the existing multi-use sport field.

TASK 1: DESIGN/GENERAL DEVELOPMENT PLAN PHASE

1. Project Program Meeting (Kick-Off Meeting)
Design Professional shall attend public workshop with Stakeholders and City representatives to ascertain the Project's requirements. The meeting will also serve to confirm overall project program, time lines, schedules and milestones.

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2. Field Survey:

Design Professional shall conduct field design survey necessary to establish horizontal and vertical control of the site. This design survey will include, but not be limited to, existing edge conditions, tops and toes of slope, grade breaks, spot elevations, pedestrian ramps, survey of existing curb and street elevations for connection to streets, and above and below ground utilities. For vertical and horizontal control of existing dry utilities, available public records will be used.

3. As-built Record/Utility Drawing Research:

Design Professional shall research existing as-builts and record data from the City of San Diego and utility companies, which will be used to enhance the existing base drawing of the site.

4. Geotechnical Investigation:

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

Field Reconnaissance, Planning, Permitting & Utility Clearance

Design Professional shall perform several subtasks in preparation of the geotechnical field exploration program, as follows:

- a. Perform a site visit to select suitable location for the borings based on as-built utility information.
- b. Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA) and the City of San Diego School District.

Field Exploration Program:

The field exploration program will include the advancement soil borings, pavement cores and percolation tests holes as described below:

- a. Two borings to a target depth of 15 feet below the ground surface (bgs) within the footprint of the proposed comfort station and concession stand building;
- b. Four borings to a depth of 10 feet bgs for design of the field lighting;
- c. Two pavement cores for design of the parking facilities; and
- d. Six percolation test holes to a maximum depth of 4 feet bgs for design of storm water BMP facilities.

Design Professional proposes to perform the borings using a truck-mounted drill rig. The borings will be advanced with conventional hollow-stem auger drilling methods to the target depth or less if drilling refusal on hard (unweathered) bedrock or cobbles is encountered.

The field investigation will be performed under the direction of an experienced field geologist from our Geotechnical Engineer. The soil materials encountered in the boring will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with

EXHIBIT A

a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using a PID monitor. In addition, loose bulk samples will also be collected from the borehole. The percolations tests will be performed in general accordance with the County of San Diego Department of Environmental Health Land and Water Quality Division "Design Manual for Onsite Wastewater Treatment Systems", dated March 22, 2010 and updated November 25, 2013.

Upon completion of the field exploration activities, the borings and test holes will be backfilled with bentonite chips/slurry. The work area will be cleaned and any excess soil and/or fluid will be removed for offsite disposal. The pavement core holes will be repaired with concrete to match existing.

Geotechnical Laboratory Testing:

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

- a. In-place Moisture Content (ASTM D2216);
- b. Moisture Content and Dry Density (ASTM D2937);
- c. Sieve Analysis (ASTM D422);
- d. Compaction (ASTM D1557);
- e. Direct Shear (ASTM D3080);
- f. Expansion Index (ASTM D4829);
- g. R-value (CT301); and
- h. Soil pH, resistivity, and soluble sulfate and chloride concentrations.

Engineering Analysis and Report Preparation:

Upon completion of the field and laboratory work, we will analyze the data and prepare a written report to present our findings and recommendations with respect to:

- a. General surface and subsurface conditions;
- b. General geologic conditions and potential geologic hazards;
- c. Groundwater conditions, if encountered within the maximum depth of exploration;
- d. Soil excavation characteristics;
- e. Foundation design recommendations;
- f. Modulus of subgrade reaction;
- g. Soil settlement characteristics;
- h. Retaining wall design recommendations;
- i. Slope stability analysis;
- j. Pavement design recommendations;
- k. Soil corrosivity characteristics; and

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1. General construction-related considerations, including trench backfilling operations, pipe bedding, suitability of onsite soil materials for use as backfill and bedding materials, temporary sloped excavations and shoring, and construction dewatering, if applicable.

5. Base Map Preparation:
Design Professional shall prepare a base map of existing conditions for use in design and plan preparation. The base map will include existing grades and topography, utilities and surface improvements from the field survey.

6. Site Inventory & Documentation of Existing Conditions:
Design Professional will perform the following tasks in order to develop an appropriate site inventory and analysis that complies with the development of a GDP as defined by the City's Design Professional's Guide to Park and Recreation Design.

Design Professional will visit the project site to verify and record existing conditions and visual impressions of the site such as existing and adjacent uses, major views, topography, utilities, landmarks, pedestrian and vehicular circulation, grading and drainage and perceived site boundaries.

Design Professional shall prepare an existing conditions base plan of the project site per the requirements of the City's Design Professional's Guide to Park and Recreation Design. This base plan will be an overall map of the entire project site at an acceptable scale including but not limited to adjacent streets, curbs, structures, walks, utilities, lighting and other existing influential or natural features.

7. Prepare Site Analysis Plan:
Design Professional will prepare a project site analysis plan based on data gathered which illustrates opportunities and constraints for the project site. This may include but not be limited to views to and from the site, streets, existing grading, drainage, and the Project site's relationships to adjacent properties. This plan may either be drawn by hand or in electronic format as determined by the Design Professional. This map will be used at meetings and the first community workshop session.
Design Professional will meet with the City's Project Manager to present the project site analysis plan and park programming elements for review and comment.

Design Professional will develop initial proposed park program elements based on direction received from the City which will be proposed to the community in a questionnaire at Workshop#1.

8. Workshop #1 with Local Recreation Council:
Design Professional shall attend public workshop with Local Recreation Council, community groups and City representatives obtaining public input as required. The City Project Manager will set up and advertise the first workshop with the officially recognized Recreation Council for public input and will prepare project information that outlines the roles of the City Project Manager, Design Professional and the community members, the anticipated Scope of Service, the project budget and funding sources and projected time schedule. The City Project Manager

EXHIBIT A

and Design Professional will present this information and the GDP process to the Recreation Council. The Recreation Council will provide input regarding the development of a preferred project program, as well as a community priority ranking of the proposed program elements. Design Professional will provide a written questionnaire that will be used to solicit community input at the meeting. This information will give the City Project Manager and ASR clear direction regarding community desires and will be used to develop conceptual alternatives that maintain community priorities and the project budget. Design Professional will prepare a summary report of the public input.

9. Alternative Design Concepts & Cost Estimates:

Design Professional will prepare two conceptual site plan options for the project based on input from the site analysis, workshop #1, a preferred park program and design review with City staff. These conceptual alternatives will be in conformance with the City's Design Professional's Guide to Park and Recreation Design. Design Professional will meet with City staff to review these alternatives prior to Workshop #2. Design Professional will prepare an Opinion of Probable Construction Cost to be submitted to the City Project Manager

10. Workshop #2 with Local Recreation Council:

Design Professional shall attend public workshop with Local Recreation Council, community groups and City representatives obtaining public input as required. The City Project Manager will present a summary of the preferred project program and Design Professional will present two conceptual alternatives to the Recreation Council for community input. The Recreation Council will have an opportunity to review and comment on the conceptual alternatives. Community members will be allowed to: a) recommend individual elements from the conceptual alternative to be synthesized into a preferred alternative plan, or b) recommend the presented conceptual plan that best meets the outlined project program and priorities identified in the first workshop. Design Professional will prepare a summary report of the public input and will meet with the City's Project Manager to review the comments received from Workshop #2 to determine priorities for park elements to be included in one preferred GDP alternative.

11. Final Alternative Design Concept & Cost Estimate (Draft GDP):

Design Professional will develop one preferred Draft GDP for submittal, in conformance with the City's Design Professional's Guide to Park and Recreation Design. The Draft GDP shall adequately describe the project and include a graphic presentation in plan, section or sketch which may include: conceptual grading, drainage, planting palette, lighting, signage and general material and color recommendations. Building or building related exhibits shall be provided by the project architect. Exhibits and other materials will also be provided at 8-1/2" x 11", including a written project description and information displaying the required project amenities, improvements and furnishings, and an updated Opinion of Probable Construction Cost. Design Professional will review the Draft GDP with City staff not less than one week prior to presentation to the review bodies (one meeting).

As an initial step to assessing permanent storm water BMPs for the project, Design Professional shall prepare a conceptual layout for approach to LID, Water Quality, HMP, and drainage features to be included in the Draft GDP (as-needed to support the Water Quality and

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HMP design approach). This will support project compliance with the 2013 MS4 Permit and 2015 BMP Design Manual, while incorporating the anticipated requirements of the City of San Diego Storm Water Standards manual (Public Draft dated August 2015, to be finalized late December 2015 +/-).

12. Workshop #3 with Local Recreation Council:

Design Professional shall attend public workshop with Local Recreation Council, community groups and City representatives obtaining public input as required. The City Project Manager and Design Professional will present the preferred Draft GDP to the Recreation Council for approval before going to the City of San Diego Park Board for approval. No major comments are anticipated at this meeting. However, Design Professional will document issues and prepare a summary report of input and will meet with City Staff to review comments and determine if any further actions are required.

13. Final General Development Plan & Cost Estimate:

Design Professional will make required changes to the draft GDP as directed by the City Project Manager to develop a final GDP. Adjustment, changes and updates shall be made to the Opinion of Probable Construction Cost at this time as well. Once complete, Design Professional shall submit and review them with City staff and Park and Recreation Department representatives for presentation to the City Park Board. General Development Plan shall be prepared in compliance with the format and guidelines described in Park and Recreation Board Policy No. 1011 and the Design Professional's Guide to Park Design.

14. Draft Initial Study Checklist/Environmental Document:

Design Professional shall prepare the Draft Initial Study Checklist and Negative Declaration (IS/ND), pursuant to CEQA, in support of the proposed project.

The Draft IS/ND will follow the City's standard format, which generally consists of the use of Appendix G and H of the CEQA Guidelines. The Draft IS/ND will include a description of the proposed project, an IS checklist, and supporting figures. The IS checklist will analyze and confirm the project's potential environmental effects. Technical documents to be prepared by others will be used to complete the IS Checklist. These reports include:

- Traffic Report
- Water Quality Technical Report
- Stormwater Report
- Visual Impact Analysis
- GHG Analysis

Following submittal of the Screen check Draft IS/ND to the City, Design Professional shall incorporate one round of reviews by the City and prepare the Draft IS/ND for review by the City. One round of reviews will be incorporated prior to release of the Draft IS/ND for public review. This scope assumes the City will be responsible for CEQA notification of the IS/ND during the public review process. This includes preparation of the Notice of Intent (NOI) and distribution list, distributing the Draft IS/ND (including the required 15 copies to the State

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Clearinghouse), filing the NOI with the County Clerk, publishing a public notice in a local newspaper, and notifying surrounding property owners of the availability of the Draft IS/ND.

15. Optional Presentation to the City of San Diego II Committee:

Design Professional shall present General Development Plan to the City of San Diego II Committee. The City Project Manager will prepare the staff report to the Area Committee and distribute the specified number of copies through the designated Staff Representative for that Area Committee. At the meeting, the City Project Manager will present the project program and previous recommendations, and the Design Professional will present the preferred General Development Plan to the Area Committee for approval if required. If directed by the City's Project Manager's representative, make changes to the plan after receiving the recommendations of the above group.

16. Optional Presentation to the Design Review Committee:

Design Professional shall present General Development Plan to the Design Review Committee. The City Project Manager will prepare the staff report to the Design Review Committee and distribute the specified number of copies through the designated Staff Representative. At the meeting, the City Project Manager will present the project program and previous recommendations, and ASR will present the preferred General Development Plan to the Design Review Committee for approval if required. If directed by the City's Project Manager's representative, make changes to the plan after receiving the recommendations of the above group.

17. Presentation(s) and Review:

Design Professional will coordinate with the City's Project Manager during the presentation process. The City Project Manager will prepare the staff report to the Park and Recreation Board and distribute the specified number of copies through the designated Staff Representative. The City Project Manager will present the final GDP and draft/final environmental document to the Board for approval. Design Professional will be available to provide a presentation of the preferred GDP if requested by the Board. If directed by the City's Project Manager, Design Professional will make changes to the GDP after receiving recommendations from the Park and Recreation Board. Once the Park and Recreation Board approves the GDP, Design Professional will submit the final, approved GDP and Opinion of Probable Construction Cost to the City.

Provide the City with a reproducible copy of the approved General Development Plan, and copies of all CADD drawing files in CADD and PDF format. The graphics used for the presentations shall be submitted to the City after the last presentation.

18. Final Environmental Document:

Design Professional will respond to comments received on the content of the Draft IS/ND during public review of the document. Design Professional assumes that the number of comments received for the ND will be limited to five letters.

Design Professional will prepare the Notice of Determination (NOD) for review and approval by the City. The City will conduct all public noticing, distribute the Final ND and be

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responsible for filing the NOD at the County Clerk within five days after adoption of the Final ND. The City will pay the County Clerk and any other regulatory agency CEQA filing fees (if applicable).

An electronic copy of the screen check Final ND will be provided to the City for review. If necessary, one set of revisions will be incorporated prior to finalizing the document. Design Professional will produce up to 10 hard copies of the Final ND, along with a reproducible original and electronic copy in Microsoft Word, and/or Adobe Acrobat (.pdf) formats.

19. Preliminary Meeting with Design Services Department:

The City Project Manager and ASR will meet with Development Services Department staff to review the scope of the proposed project. ASR will assist the City Project Manager in the preparation of a Public Project Assessment package for submittal to the Development Services Department for permit assessment and environmental review.

20. Project Management, Meetings and Coordination:

Attend meetings and project coordination with sub-consultant design team, and the City as required during construction document phase. Design Professional shall prepare meeting agenda and minutes and keep track of tasks and responsibility related to the progress of the project.

TASK 2: 60%, 95% AND FINAL PS&E CONSTRUCTION DOCUMENTS

Design Professional shall prepare for approval by the City, plans and specifications setting forth in detail the requirements for the construction of the Project. Plans and specifications will be prepared in accordance with the City's Guide to Park Design and the latest City drawing and specification format and will include City's standard specifications to the extent practical. Drawings requiring the services of other professionals shall be signed by those professionals. Construction documents will be submitted at the following stages; 60%, 95% and final.

Design Professional shall ensure that plans and specifications prepared for this project allow for competitive bidding. Design Professional shall design such plans or specifications to avoid "sole source" bidding, and shall not design a project around a single or specific product or piece of major equipment or machinery, patented design or proprietary process, unless such a need is dictated by sound engineering practice and is supported by a written justification. Design Professional shall submit such justification to the City for written approval prior to continuing work on the plans or specifications. Whenever Design Professional recommends specific equipment for competitive procurement, such recommendations shall include at least two brand names, or approved equals, that are capable of meeting the performance or functional requirements applicable to the Project, and any maintenance of which is capable of being met through a competitive bid process.

1. Title Sheet:

Design Professional shall prepare Title sheet which will include general notes, project inspection team, project inspection stages, drawing index, work to be done, vicinity map, existing legal description, site address, owner/applicant name and address, project directory and standard drawings & specifications references.

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2. Demolition Plan:

Design Professional shall prepare one set of 20 scale demolition plans that will identify significant items to be removed and/or demolished within the project footprint, such as underground utilities, above ground structures, paving, fencing and trees. Demolition plan will be based on surveyed utility mark-out on record. It is known that various utilities may exist within the project site that has no as-built records or data currently available. These utilities may not be shown on plans. Design Professional will indicate on the demolition plans that the contractor of work will need to identify and verify proper demolition and disposal procedures of all materials to ensure they are in compliance with applicable local codes.

3. Rough Grading and Drainage Plan:

Design Professional shall prepare one set of 40 scale rough grading. These plans are to reflect park improvements and on-site drainage systems that will discharge into the existing public storm drain system, on-site water quality BMPs, and will also include erosion control. Grading plans will reflect the concept documents approved as part of the GDP.

4. Precise Grading Site Plan:

Design Professional shall prepare one set of precise grading plans at 20 scale based on concept documents approved as part of the GDP. The plans will provide vertical control and will include precise grading callouts for hardscape areas, ADA pathways, access locations, parking lot, private drainage, and details.

5. Horizontal Control Plan:

Design Professional shall prepare one set of 20 scale horizontal control plans. These plans are to reflect building footprint, setback dimensions, parking areas, signing and striping details, sidewalks, paving types, surface improvements and private curbs.

6. Utility Plan:

Design Professional shall prepare one set of 20 scale utility plans. These plans are to reflect building footprint, private storm drains, private water and sewer laterals, and dry utilities for reference only.

7. Landscape Construction Plan:

Design Professional shall prepare one set of 20 scale landscape construction documents shall be prepared to include plans and details coordinated with existing features and new construction improvements as necessary to avoid conflicts. Landscape construction improvements will layout and details for the following:

- a. Fencing and Gates
- b. Park Entry Monument
- c. D.G. Walking Trail
- d. Shade Sails over the existing tot-lot area.
- e. Site Furniture such as Drinking Fountains, Park Benches Bicycle Racks & Trash Receptacles
- f. Paving and Mow Curbs
- g. Backstop(s)

8. Recycled Water Irrigation Plan:

Design Professional shall prepare one set of 20 scale of recycled water irrigation plans indicating a diagrammatic layout of landscape irrigation piping, valves, control equipment, sprinkler heads and related equipment for irrigation of the planted area, specifically calling out pipe and equipment sizing and types, brand and model. Irrigation plans will identify locations of point-of-connections/irrigation meters with required backflow prevention devices, master valves, booster pumps and controllers as required. This will also include necessary details for the installation of the system.

Design Professional shall provide irrigation schedule/water window calculations on the plans, which indicates completion of irrigation schedule within required water window in the month of July based on local evapotranspiration, plant material type and precipitation rate of the irrigation systems. These water window calculations shall be used to determine the most efficient required number of point of connections/irrigation meters.

Design Professional shall provide for each point of connection/irrigation pressure loss calculations to determine mainline size and requirements for irrigation booster pumps. Irrigation systems, which require irrigation booster pumps, shall include size, type electrical demand and installation details.

9. Planting Plan:

Design Professional shall prepare one set of 20 scale planting plans indicating graphic location and identification of plant materials to be used, including quantities, sizes, varieties and planting details for site conditions.

10. Architectural Plan:

Design Professional shall prepare construction documents for the proposed building which includes a combination restroom/storage/snack bar structure. The basic plan shall include separate 4-5 toilets/urinals per men's and women's restrooms a storage room, electrical room and concession. These documents shall further include building elevations, finish schedules, architectural details, structural requirements and calculations, plumbing, electric and supporting documents for submittal and approvals through the Building Division.

11. Mechanical Building Plan:

Design Professional shall provide HVAC design to include HVAC equipment specification, air distribution and piping layout to accommodate building floor plan with the new HVAC systems, and associated climate controls design. Plumbing design to include water, waste and vent piping, gas, roof drainage and distribution to accommodate floor plans to a point of connection within the space, including plumbing fixture schedules, and water heating design. Perform Title 24 lighting and mechanical documentation for permitting.

12. Site Lighting & Electrical Plan:

Design Professional shall provide site and electrical plans for concession/restroom building, sport field Lighting, power and lighting for the shade structure and low level lighting along the pedestrian walkways. Electrical design is to include lighting, power, connections to equipment

and specifications. Design Professional shall select and specify lighting fixtures, with coordination from Musco Sports Lighting for sport field lighting, controls and performance. Coordination with SDG&E for point of connection as required.

13. Drainage Study Letter Report:

Design Professional shall prepare a drainage study to include on-site drainage features and conveyance of flows through the site, to the downstream edge of the project boundary. Included is rational method hydrology for both pre-project and post-project conditions towards and through the project site (based on percent imperviousness), hydraulic calculations for storm drain inflow and outflow locations, inlet/outlet sizing, drainage study maps (pre-project and post-project), and the report.

14. PDP Storm Water Quality Management Plan (SWQMP):

Design Professional shall prepare and submit to the City of San Diego, one (1) PDP SWQMP (previously known as a Water Quality Technical Report, WQTR), for the final engineering design of the project. The PDP SWQMP will be provided to address the requirements for permanent storm water Best Management Practices (BMPs) throughout the site as a result of the project, including Source Control and Site Design requirements, Storm Water Pollutant Control BMPs (previously known as Treatment Control BMPs, TC-BMPs), and Hydromodification Management BMPs (as described separately below). It will be prepared in accordance with the City of San Diego Storm Water Standards Manual, dated August 2015 (Public Draft), based on requirements of the 2013 MS4 Permit and 2015 Model BMP Design Manual (June 2015).

This task includes calculating on-site water quality treatment volumes in order to design pollutant control BMPs, selecting and sizing appropriate pollutant control BMP(s) based on the site layout, and providing a SWQMP exhibit showing the project site and location of permanent BMP(s). The report will include an Operation and Maintenance Plan (OMP) for the permanent BMPs in text format, and one will also be prepared in tabular format for inclusion on the plans, pursuant to City requirements.

15. Hydromodification Management Plan (HMP):

Design Professional shall prepare and submit a hydromodification management plan (HMP), including HMP analyses based on the Final HMP Criteria identified within the Final HMP, dated March 2011, the 2015 BMP Design Manual, and the 2015 Storm Water Standards. The analyses will be prepared utilizing the Environment Protection Agency (EPA) Storm Water Management Model (SWMM), to comply with the Final HMP for the San Diego Region. The model will include one (1) point of compliance (POC) for the project area, and approximately one (1) or two (2) BMP locations tributary to the POC. The default low-flow threshold of $0.1xQ_2$ will be utilized unless a geomorphic assessment is performed to evaluate the downstream channel and establishes a "medium" or "low" susceptibility to erosion therefore, allowing a higher low flow threshold (i.e. $0.3Q_2$ or $0.5Q_2$). See optional Geomorphic Assessment task item below.

The SWMM analyses will include the following:

- Delineation of Input Parameters for each POC, including Slope, Soil Type, and Surface Type for pre-project and post-project conditions.

EXHIBIT A

- SWMM analysis to the Point of Concern (POC) and sizing of BMPs to meet HMP requirements (i.e. – storage volume and outlet works configuration)
- HMP Exhibits for Input Parameters and Results

The results of the HMP analyses and preliminary design of BMPs will be presented as a section of the PDP SWQMP and will be prepared in accordance with the Final Hydromodification Management Plan (HMP), dated March 2011, the 2015 BMP Design Manual, and 2015 Storm Water Standards.

Note: The additional design effort associated with the more advanced modeling proposed for the HMP analysis outlined above (i.e. – using EPA SWMM rather than easier to use but more conservative BMP sizing factors) can translate to significant construction-related cost savings by reducing the required storage volume and associated materials for the bioretention soil mix and subsurface gravel layer (or vault sizes/costs, if applicable).

16. Structural Calculations

Design Professional shall provide structural design (calculations and drawings) for

- a. Park lighting (3 foundation designs to support up to 50' tall lighting arrays by others)
- b. Misc. monument, bench, bollard foundation designs (5 designs)
- c. Restroom/Concessions building (one design)

17. Engineer's Opinion of Probable Construction Costs

Design Professional shall estimate the park construction costs at the 60% and 95% submittal and refine it at the final submittal. The statement of probable construction costs shall break out each park element on a line item spreadsheet with item descriptions and unit costs. The line items associated with the final cost estimate shall be used to prepare a Bid Schedule.

18. Quality Control and Quality Insurance:

QA/QC shall include careful peer review of all design development package (60%, 90% and 100% construction documents) prior to submitting to the City for its review and comments. The City's "review Set" shall be returned to the City along with comments from Design Professional how these comments will be incorporated into the construction documents.

18. Project Management, Meetings and Coordination:

Attend meetings and project coordination with sub-consultant design team, and the City as required during construction document phase. Design Professional shall prepare meeting agenda and minutes and keep track of tasks and responsibility related to the progress of the project.

TASK 3: 60%, 95% AND FINAL PS&E STREET IMPROVEMENT PLANS

Design Professional shall prepare for approval by the City, plans and specifications setting forth in detail the requirements for the construction of the Project. Drawings requiring the services of other professionals shall be signed by those professionals. Construction documents will be submitted at the following stages; 60%, 95% and final.

EXHIBIT A

1. Street and Utility Improvements

Design Professional shall prepare one set of 40 scale improvement plans for the project for the work to be done within the City right-of-way. The plans will include the following:

- a. Line and grade necessary for any proposed driveways or modifications to existing driveways along Flanders Drive and Black Mountain Rd.
- b. All sewer, water and storm drain connections necessary for the proposed project.
- c. Line and grade necessary for any proposed pedestrian ramp improvements.
- d. Two (2) signing and striping plans for a) the new park entry at the end of Flanders Drive, and b) for replacing the existing crosswalk at the intersection of Black Mountain Rd and Miramar College Driveway with “Continental Crossings”. The signing and striping design shall be prepared per the latest edition of the California Manual on Uniform Traffic Control Devices and City of San Diego standards.
- e. Traffic signal modification plan – prepare one (1) traffic signal modification plan at 20 scale, for the existing signalized intersection of Black Mountain Rd and Miramar College Driveway for proposed changes to existing pedestrian push buttons. For any proposed changes to existing signal equipment, the design shall be prepared per the latest edition of the California Manual on Uniform Traffic Control Devices and City of San Diego standards.

2. Engineer’s Opinion of Probable Construction Costs

Design Professional shall estimate the park construction costs at the 60% and 95% submittal and refine it at the final submittal. The statement of probable construction costs shall break out each park element on a line item spreadsheet with item descriptions and unit costs. The line items associated with the final cost estimate shall be used to prepare a Bid Schedule.

3. Quality Control and Quality Insurance:

QA/QC shall include careful peer review of all design development package (60%, 90% and 100% construction documents) prior to submitting to the City for its review and comments. The City’s “review Set “ shall be returned to the City along with comments from Design Professional how these comments will be incorporated into the construction documents.

4. Project Management, Meetings and Coordination:

Attend meetings and project coordination with sub-consultant design team, and the City as required during construction document phase. Design Professional shall prepare meeting agenda and minutes and keep track of tasks and responsibility related to the progress of the project.

TASK 4: 60%, 95% AND FINAL PS&E CD PROCESSING

1. Design Professional shall assist in the processing of the construction drawings identified in Task 2 through the City’s Development Service Department and City’s Building Department. Plans will be submitted to the City’s assigned project manager for this project. This task includes responding to City plan check comments and coordination with City staff required for plan approval. This task assumes two plan check cycles and counter check for approval. This task assumes two plan check cycles and counter check for approval.

EXHIBIT A

2. Design Professional shall prepare revisions pursuant to plan check comments and process the PDP SWQMP, HMP, Geomorphic Channel Assessment (if applicable), through the City to approval.
3. Design Professional shall process public improvement plans identified in Task 3 through the City's Development Service Department for approval. This task includes responding to City plan check comments and coordination with City staff required for plan approval. This task assumes two plan check cycles and counter check for approval.
4. Design Professional shall provide over the counter review with Department of State Architects (DSA) and make revisions as necessary for DSA approval. Design Professional shall assist the City with construction document processing to District for their review and comments. This task assumes one plan check cycle and counter check for approval.
5. Design Professional shall process the on-site landscape irrigation plans for the proposed recycled water POC's through the County of San Diego Department of Environmental Health (DEH) and City of San Diego Water Department/Recycled Water Department. Process one (1) minor public improvement plans (11 x 17) for the proposed recycled water service & water meter for approval through the City Department of Developmental Services (DSD). This includes 2 cycle reviews and meeting with plan checker to resolve issues/comments that may come up during the review process.
6. Project Management, Meetings and Coordination: Attend meetings and project coordination with sub-consultant design team, and the City as required during processing phase. Design Professional shall prepare meeting agenda and minutes and keep track of tasks and responsibility related to the progress of the project

TASK 5: PREPARATION OF TECHNICAL SPECIFICATIONS & SPECIAL PROVISIONS

Prepare one set of specifications associated with the public improvements and onsite work.

1. Specifications (Green & White Book)
Material and installation specifications for improvements indicated for the project. Specifications shall include method of installation and set quality standards for materials and workmanship for the finished product. Special Provisions will in exception to 2015 Edition "GreenBook" Standard Specification for Public Work Construction and 2012 Edition "WhiteBook" Standard Specification for Public Work Construction.
2. Bid Package
Design Professional shall prepare a complete bid package to accompany the Construction Documents submittal including specifications, bid schedule, special provisions, bidding forms and specialty standards for review by the City. The City will provide the Design Professional with the bidding forms to be used at the front end of the bid document. The bid package shall include Detailed Bid Item Descriptions for each Bid Item listed in the Bid Schedule. The Bid Items listed in the Bid Schedule and the Work to be Done Items listed on the plans shall

correspond word-for-word to the Detailed Bid Item Descriptions. However, each bid item shall be described in sufficient detail and shall match the sequence and wording of the bid items listed in the Bid Schedule to eliminate any misinterpretation or misunderstanding of the intent of the Bid Item.

TASK 6: CONSTRUCTION ADMINISTRATION

1. RFIs (Request for Information) and Submittals

Design Professional shall coordinate and respond to RFIs and Submittals in conjunction with civil site construction issues and materials submittal review. The response to RFIs and submittals shall be within two (2) business days of issuance.

2. Site Visits & Reports

Design Professional shall perform observations of project improvements. These observations and site reports will serve as the basis for preparing a “Conformance Letter” stating that the general conformance to or variance from the plans.

3. Construction Support

Provide construction coordination and general engineering support for the field. This will include attending field coordination meetings, preparation of grade check letters and assisting with resolving unanticipated field issues as required.

4. As-Builts

Design Professional shall prepare and process as-built corrections to the improvement plans. For this item, it is assumed that construction records of the contractor will be provided to Design Professional. As built corrections will be a compilation of said records. The information provided to Design Professional and incorporated into the as-built plans and will be assumed to be reliable. For this, Design Professional will conduct one site visit after project completion.

5. As-built Certification for Permanent BMPs

Design Professional shall perform site observations to confirm that the site improvements for the project have been constructed in conformance with the approved SUSMP documents and construction plans. The approved PDP SWQMP, HMP, and Permanent Stormwater BMP Plan Sheets will be used to verify if field conditions reflect the intended layout for LID site design, source control, pollutant control, and hydromodification management BMP(s), as-applicable. If the field conditions are not found to be in conformance, then the specific items of concern will be discussed with City so corrective measures can be implemented or alternative solutions can be discussed which may require subsequent processing and approval through the City of San Diego.

DELIVERABLES

- Reproducible copy of the Site Analysis plan (3 sets and electronic PDF format on CD)
- Reproducible copy of the Draft General Development plan and Opinion of Probable Construction Cost (3 sets and electronic PDF format on CD)

EXHIBIT A

- Reproducible copy of the approved General Development plan and Opinion of Probable Construction Cost (3 sets and electronic PDF format on CD)
- Geotechnical Report/Addendum (4 hardcopies and electronic MS Word format CD)
- 60% Construction Document submittal for City's review (3 sets)
- 60% Specifications (1 hardcopy and electronic MS Word format DC)
- 60% Opinion of Probable Construction Cost (1 hardcopy and electronic MS Excel format CD)
- 90% Construction Document submittal for City's review (3 sets)
- 90% Specifications (1 hardcopy and electronic MS Word format DC)
- 90% Opinion of Probable Construction Cost (1 hardcopy and electronic MS Excel format CD)
- Final Construction Document Package for Public Bidding (12 sets and electronic PDF and CAD format on CD)
- Final Specifications (1 hardcopy and electronic MS Word format CD)
- Final Opinion of Probable Construction Cost (1 hardcopy and electronic MS Excel format CD)
- Drainage Report (4 hardcopies and electronic MS Word format CD)
- Draft Negative Declaration (15 hardcopies and electronic PDF format CD)
- Final Negative Declaration (10 hardcopies and electronic PDF format CD)
- Notice of Intent/Storm Water Pollution Prevention Plan (4 hardcopies and electronic MS Word format CD)
- Water Quality Technical (WQTR) (4 hardcopies and electronic MS Word format CD)
- Bid Package (1 hardcopies and electronic MS Word format CD)
- Written responses to the City's 100% design review comments and all open issues resolved
- Final Reports via electronic files

EXCLUSIONS:

Not included in the above scope of work or fee are the following:

- Changes in scope of design directed and authorized by City, in writing, after the start of working drawings are considered outside the scope of this agreement. In this case, the revised work to be done will be billed on a time and materials basis per the enclosed hourly rate, until the working drawings are returned to the same stage of completion as the original work at the time of the change order.
- Dry utility, underground utility potholing.
- Public agency fees or deposits.
- Construction staking.
- Traffic control plans.
- Telephone and Communication system design and specifications.
- Security system design and specifications.
- LEED calculation, support, or administration.
- Any Commissioning services.
- BIM modeling.
- Fire Sprinkler system, or fire suppression system design and specifications.

GENERAL ASSUMPTIONS

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

- SWPPP / General Construction Permit – it is assumed this will be prepared by the contractor (if applicable), or if the project is less than one acre, a WPCP would be prepared separately by the contractor.
- SWMDCMA – a storm water maintenance agreement should not be required since it is a public project.
- Detention – onsite detention is not anticipated to be required by the City of San Diego, therefore, it has not been included.
- Offsite Drainage Analysis – This is not anticipated as required.
- Geotechnical Engineering – the feasibility of infiltration will need to be documented, it is assumed that the Geotechnical Engineer will be able to provide input on the feasibility (or likely infeasibility) of designing the BMPs as Infiltration BMPs; therefore, the BMPs will be designed as “Biofiltration BMPs” with subdrains.
- Landscape Architecture – updates to existing Planting and Irrigation Plan Sheets; as the supplemental plan sheets included above are limited to the vicinity of the Biofiltration BMPs
- City will be responsible for obtaining any permits that may be required for the performance of the geotechnical field exploration activities in “open space” or environmentally sensitive areas, including the City’s DS 511 review process.
- City will be responsible for obtaining permission from the San Diego Unified School District (if required).
- Design Professional assumes that no other regulatory agency permits will be required to perform the soil borings.
- Design Professional assumes that the City of San Diego will waive all permit fees which may be required for the performance of the borings.
- Design Professional assumes that the City of San Diego will grant permission and make the necessary arrangements to provide access and adequate work space to perform the geotechnical field exploration activities.
-
- Design Professional assumes that the drilling and testing operations can be performed on regular work days (Monday through Friday) and work hours (8:00 am through 5:00 pm).
- Design Professional assumes that there are no hazardous material contamination issues in the areas where the geotechnical borings are to be performed. In the event that visual or odoriferous indications of soil contamination are detected, we will immediately cease the field operations and notify Rick Engineering and the City of San Diego to discuss further action.
- Final letter from DSA could take months for delivery. Design Professional is not responsible for DSA’s processing and expects final payment upon submittal to DSA)

The Preliminary Design Report for Wangenheim Neighborhood Joint Use Facility is located and may be downloaded at the following File Transfer Protocol (FTP) site:

<ftp://ftp.sannet.gov/OUT/Wangenheim%20Neighborhood%20Joint%20Use%20Facility/>

END OF SCOPE OF SERVICE

COMPENSATION AND FEE SCHEDULE

Exhibit B Compensation & Fee Schedule Design for Wangenheim Neighborhood Joint Use Facility (H156534)

Task 1	<i>Phase One - Design/General Development Plan Phase</i>	
	Project Program Meeting	\$4,245.00
	Surveying	\$9,960.00
	Soil Test Report and Recommendations	\$24,700.00
	Record/Utilities Drawings Research and Analysis	\$1,010.00
	Base Plan Preparation	\$2,770.00
	Site Inventory & Documentation of Existing Conditions	\$3,400.00
	Prepare Site Analysis Plan	\$22,610.00
	Workshop # 1 with Local Recreation Council	\$4,070.00
	Alternative Design Concepts & Cost Estimates	\$28,760.00
	Workshop # 2 with Local Recreation Council	\$7,340.00
	Final Alternative Design Concepts & Cost Estimate (Draft GDP)	\$35,217.50
	Workshop # 3 with Local Recreation Council	\$4,580.00
	Final GDP and Cost Estimate	\$18,207.50
	Draft Environmental Document	\$4,160.00
	Optional Presentation to City of San Diego II Committee	\$4,070.00
	Optional Presentation to Design Review Committee	\$4,070.00
	Presentations and Reviews	\$4,990.00
	Final Environmental Document	\$3,120.00
	Preliminary Meeting with DSD	\$3,270.00
	Project Management/Coordination	\$11,320.00
Task 2	<i>60%, 95% & Final PS&E Construction Document Phase</i>	
	Title Sheets	\$2,640.45
	Demolition Plan	\$4,020.00
	Rough Grading and Drainage Plan	\$9,980.00
	Precise Grading Plan	\$19,040.00
	Horizontal Control Plan	\$5,410.00
	Utility Plan	\$3,730.00
	Landscape Construction Plan	\$13,500.00
	Irrigation Plans & Details	\$13,500.00
	Planting Plans & Details	\$4,870.00

EXHIBIT B

	Architectural Building Plan	\$26,335.00
	Mechanical/Electrical Building Plan	\$9,250.00
	Site Lighting & Electrical Plan	\$24,500.00
	Drainage Study Letter	\$7,270.00
	PDP Storm Water Quality Management Plan (SWQMP)	\$7,090.00
	Hydromodification Management Plan (HMP)	\$7,900.00
	Structural Calculations	\$21,350.00
	Opinion of Probable Construction Cost Estimate	\$10,600.00
	QA/QC & Project Management/Coordination	\$10,900.00
Task 3	<i>60%, 95% & Final PS&E Phase Street Improvement Plans</i>	
	Street Improvements	\$26,520.00
	Opinion of Probable Construction Cost Estimate	\$2,020.00
	QA/QC & Project Management/Coordination	\$6,780.00
Task 4	<i>60%, 95% & Final CD Processing</i>	
	DSD/Building Permit Plan Check Comments / Revisions	\$30,390.00
	Park & Recreation Plan Check Comments / Revisions	\$10,870.00
	DSA Plan Check Comments / Revisions	\$14,800.00
	Recycled Water DEH & City	\$5,880.00
	Project Management/Coordination	\$20,450.00
Task 5	<i>Preparation of Technical Specifications & Special Provisions</i>	
	Technical Specifications and Special Provisions	\$13,570.00
	Bid Package	\$2,050.00
Task 6	<i>Construction Administration</i>	
	Bid Administration, RFI and Addendums	\$10,020.00
	Weekly Site Visit & Reports	\$37,440.00
	As-Needed Site Visits & Reports	\$27,820.00
	Preparation of "As-Builts"	\$10,290.00
	"As-Builts" Certification for BMPs	\$2,170.00
	DSA Close-out	\$2,860.00
	Total	\$627,685.45
	Reimbursement	\$18,830.55
	SUBTOTAL CONTRACT AMOUNT	\$646,516.00
	Additional Services Amount	\$65,000.00
	TOTAL CONTRACT AMOUNT	\$711,516.00

For services requested not included in the scope rates shall be as indicated in the following fee schedules.

RICK ENGINEERING COMPANY

Hourly Rates – California Offices

Principal Consultant (Special Projects)	\$ 250.00	Principal Landscape Architect	\$195.00
Principal	225.00	Associate Landscape Architect	155.00
Associate Principal	210.00	Principal Project Landscape Architect/Manager	130.00
Associate/Manager	195.00	Associate Project Landscape Architect/Manager	120.00
Expert Witness	400.00	Assistant Project Landscape Architect/Manager	110.00
Court Appearance per half day or part	1,600.00	Principal Landscape Designer	100.00
		Associate Landscape Designer	95.00
Principal Project Engineer/Manager	170.00	Assistant Landscape Designer	90.00
Associate Project Engineer/Manager	155.00	Principal Landscape Drafter	80.00
Assistant Project Engineer/Manager	140.00	Associate Landscape Drafter	75.00
Principal Engineering Designer	125.00	Assistant Landscape Drafter	70.00
Associate Engineering Designer	115.00		
Assistant Engineering Designer	105.00	Photogrammetry Supervisor	\$135.00
Principal Engineering Drafter	105.00	Principal Photogrammetrist	110.00
Associate Engineering Drafter	90.00	Associate Photogrammetrist	100.00
Assistant Engineering Drafter	80.00	Assistant Photogrammetrist	95.00
Principal Construction Engineer/Manager	\$170.00	GIS Manager	\$170.00
Associate Construction Engineer/Manager	155.00	GIS Coordinator	140.00
Assistant Construction Engineer/Manager	140.00	Principal GIS Analyst	115.00
Principal Construction Technician	125.00	Associate GIS Analyst	110.00
Associate Construction Technician	115.00	Assistant GIS Analyst	98.00
Assistant Construction Technician	105.00	Principal Graphics Designer	105.00
		Associate Graphics Designer	100.00
Senior Transportation/Traffic Engineer	\$195.00	Assistant Graphics Designer	85.00
Principal Transportation/Traffic Engineer	170.00		
Associate Transportation/Traffic Engineer	155.00	Field Supervisor	\$170.00
Assistant Transportation/Traffic Engineer	140.00	One-person Survey Party	130.00
Principal Transportation/Traffic Designer	125.00	One-person Survey Party with Robotics	180.00
Associate Transportation/Traffic Designer	115.00	Two-person Survey Party	200.00
Assistant Transportation/Traffic Designer	105.00	Three-person Survey Party	260.00
Director of Planning	\$210.00	3D Laser Scanning Crew (One-Person)	\$210.00
Principal Project Planner	185.00	3D Laser Scanning Crew (Two Person)	250.00
Senior Project Planner	155.00		
Assistant Project Planner	140.00	Principal 3D Laser Scanning Project Manager	\$170.00
Senior Planner	130.00	Associate 3D Laser Scanning Project Manager	155.00
Associate Planner	112.00	Assistant 3D Laser Scanning Project Manager	140.00
Assistant Planner	105.00	Principal 3D Laser Scanning Specialist	125.00
Senior Planning Technician	100.00	Associate 3D Laser Scanning Specialist	115.00
Associate Planning Technician	90.00	Assistant 3D Laser Scanning Specialist	105.00
Assistant Planning Technician	80.00	Principal 3D Laser Scanning Technician	105.00
Planning Assistant	70.00	Associate 3D Laser Scanning Technician	90.00
		Assistant 3D Laser Scanning Technician	80.00
Principal Water Resources Designer	\$125.00	Computing & Mapping Director	\$170.00
Associate Water Resources Designer	115.00	Principal Survey Analyst	155.00
Assistant Water Resources Designer	105.00	Associate Survey Analyst	125.00
		Assistant Survey Analyst	100.00
Principal Environmental Project Manager	155.00	Associate Project Administrator	\$65.00
Associate Environmental Project Manager	140.00	Assistant Project Administrator	55.00
Assistant Environmental Project Manager	125.00	Administrative Assistant	60.00
Principal Environmental Specialist	112.00		
Associate Environmental Specialist	107.00		
Assistant Environmental Specialist	102.00		
Environmental Technician	79.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

T-SQUARED PROFESSIONAL ENGINEERS, INC.

1340 Specialty Drive, Ste E • Vista CA 92081 • (T) 760.560.0100 • (F) 760.560.0101 • www.tsqeng.com

CONSULTING MECHANICAL & ELECTRICAL ENGINEERS

NORMAL HOURLY BILLING RATES

The following is our normal billing rates for extra services, change orders, and time and material type of agreements:

<u>PRINCIPAL ENGINEER</u>	<u>\$200.00/HR.</u>
<u>ASSOCIATE ENGINEER</u>	<u>\$180.00/HR.</u>
<u>MECHANICAL/ELECTRICAL PROJECT MANAGER</u>	<u>\$170.00/HR.</u>
<u>MECHANICAL/ELECTRICAL DESIGNER LEVEL II</u>	<u>\$160.00/HR.</u>
<u>MECHANICAL/ELECTRICAL DESIGNER LEVEL I</u>	<u>\$140.00/HR.</u>
<u>DRAFTER</u>	<u>\$95.00/HR.</u>
<u>ADMINISTRATIVE</u>	<u>\$90.00/HR.</u>

ORION STRUCTURAL ENGINEERING, INC.
11305 RANCHO BERNARDO ROAD, SUITE 121
SAN DIEGO, CA 92127

SCHEDULE OF FEES
- STRUCTURAL ENGINEERING SERVICES -

HOURLY CHARGES FOR PERSONNEL

Principal Engineer.....	\$185.00
Senior Engineer	\$150.00
Project Engineer	\$120.00
Staff Engineer	\$95.00
Junior Engineer	\$65.00
AutoCAD Manager	\$90.00
Senior Draftsperson/Senior AutoCAD Draftsperson.....	\$75.00
AutoCAD Draftsperson	\$65.00
Clerical.....	\$50.00

ASR

LANDSCAPE ARCHITECTURE

SCHEDULE OF OFFICE HOURLY RATES

Staff Hourly Billing Rates:

Principal / Senior Landscape Architects	\$ 150
Project Managers/Landscape Architects/Planners	\$ 135
Project Designers/CADD Drafters/Researcher.....	\$ 120
Word Processing/Non-technical Staff	\$ 85

ALLIED GEOTECHNICAL ENGINEERS, INC.

PROFESSIONAL, TECHNICAL AND SUPPORT SERVICES

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal.....	\$ 175
Senior Professional.....	\$ 150
Project Professional.....	\$ 130
Staff Professional.....	\$ 100
Field Inspector ⁽¹⁾	\$ 90
Draftsperson/Technical Illustrator ⁽¹⁾	\$ 75
Clerical/Word Processing ⁽¹⁾	\$ 63

GENERAL NOTES:

1. For non-exempt personnel (those identified with an asterisk) overtime will be charged at 1.5 times the above-listed hourly rates. Overtime is defined as time spent on project-related tasks in excess of eight (8) hours per day or on weekends and holidays.
2. Charges for project-related travel expenses will be billed at a daily rate of \$70 per vehicle for projects which require continuous and full time inspection and testing services. Travel time required to provide services is charged at the appropriate labor hourly rate.
3. Services provided by subcontractors or subconsultants, equipment rental, outside printing of photographs and blueprints, and any other project-related direct expenses will be charged at cost.
4. There will be a minimum 4-hour charge for field site visit and/or testing services.

LABORATORY SOIL TESTING

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
CLASSIFICATION OF SOILS		
D2487	Unified Classification.	\$ 135.00
D2488	Visual Classification.	\$ 45.00
PLASTICITY TESTS AND EXPANSION POTENTIAL		
D4318	Plasticity Index (including LL and PL)	\$ 105.00
D4829	Expansion Index.	\$ 145.00
DRY DENSITY AND MOISTURE CONTENT		
D2937	Ring or Core Samples.	\$ 45.00
D1188	Waxed Chunk Sample.	\$ 50.00
D2216	Moisture Content Only.	\$ 25.00

EXHIBIT B

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
CONSOLIDATION TESTING		
D2435	Consolidation Test - Standard test suite including sample preparation and setup.....	\$ 80/Pt
D2435	Time-Rate Consolidation.....	\$ 90/Pt
MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT		
D1557	(4-inch mold).....	\$ 155.00
	D1557 (6-inch mold).....	\$ 180.00
	Single Point.....	\$ 70.00
D4253	Maximum Index Density.....	\$ 155.00
D4254	Minimum Index Density.....	\$ 155.00
GRAIN SIZE DISTRIBUTION		
D422	Fraction Between #4 and #200 Screen (wet).....	\$ 95.00
D422	Mechanical and Hydrometer Analysis (#4 to finer than #200).....	\$ 165.00
C136	Sieve Analysis of Aggregates.....	\$ 180.00
	Bulk Gradation.....	\$ 2,500.00

EXHIBIT B

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
SOIL STRENGTH DETERMINATION		
D3080	Direct Shear Test.	\$ 120/Pt
	Triaxial Shear Test.....	Quotation
	Residual Shear.....	Quotation
SOIL-ROAD MATERIALS		
D1883	California Bearing Ratio (Static Method).	Quotation
	California Bearing Ratio (Corps of Engineering Method).....	Quotation
CAL301	Resistance Value ("R" Value).	\$ 325.00
MISCELLANEOUS TESTS		
CAL217	Sand Equivalent Value.....	\$ 85.00
D854	Specific Gravity of Soil.....	\$ 85.00
CAL 643, 417 & 422	pH and Resistivity, Soluble Sulfate & Chloride.	\$ 165.00

GENERAL NOTES:

1. Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.
2. All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.

TTG ENVIRONMENTAL

7922 Mission Manzanita Place • San Diego, California, 92120 • Phone: 619.200.1577 • E-Mail: ttgenvironmental@gmail.com Web: www.ttgenvironmental.com

TTG ENVIRONMENTAL & ASSOCIATES

TITLE	RATE*
PRINCIPAL	\$150.00
SENIOR PROJECT MANAGER	\$130.00
ENVIRONMENTAL PLANNER	\$ 95.00
GIS/GRAPHICS	\$ 90.00
TECHNICAL EDITOR	\$ 90.00
ADMINISTRATIVE	\$ 85.00

EXHIBIT B

MANUEL ONCINA ARCHITECTURE INC.

Principal	\$185
Project Architect/Project Manager	\$150
Job captain	\$110
Interior designer	\$85
Graphics	\$85
Architectural designer	\$85
Drafter – I	\$75
Drafter – II	\$55
Administrative	\$95
Clerical	\$75

TIME SCHEDULE

***TASK 1: DESIGN/GENERAL DEVELOPMENT PLAN PHASE**

Work to start following Notice to Proceed (NTP)

.....12 MONTHS

***TASK 2: 60%, 95% AND FINAL PS&E CONSTRUCTION DOCUMENTS**

***TASK 3: 60%, 95% AND FINAL PS&E STREET IMPROVEMENT PLANS**

***TASK 4: 60%, 95% AND FINAL PS&E CD PROCESSING**

.....12 MONTHS

***TASK 5: PREPARATION OF TECHNICAL SPECIFICATIONS & SPECIAL PROVISIONS**

.....6 MONTHS

***TASK 6: CONSTRUCTION ADMINISTRATION**

.....12 MONTHS

GENERAL ASSUMPTIONS

Design Professional assumes that typical City, DSA and other agencies' review periods for this type of project submittals are 30-60 calendar days.

*Each item will be running consecutive

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.

II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. **Disclosure of Discrimination Complaints (Attachment AA).** As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant

discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

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

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

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

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points.. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :
 - a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.

- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. **Maintaining Participation Levels.**

- i. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- ii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- iii. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- iv. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- v. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. **Definitions.**

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors.

Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California, that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

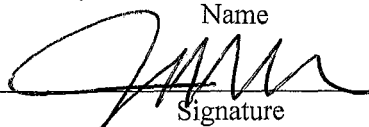
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Design Professional Name James C Kuhlken

Certified By  Title Principal

 Signature Date 9/16/10

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT
ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Glenn A Rick Engineering Company

AKA/DBA: Rick Engineering Company

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

City San Diego County San Diego State CA Zip 92110

Telephone Number: (619) 291-0707 FAX Number: (619) 291-4165

Name of Company CEO: Roger L. Ball

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: _____
 City _____ County _____ State _____ Zip _____
 Telephone Number: () _____ FAX Number: () _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Cynthia J. Landau
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 5620 Friars Road – San Diego, CA 92110
 Telephone Number: (619) 291-0707 FAX Number: (619) 291-4165 Email: clandau@rickengineering.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Rick Engineering Company
 (Firm Name)
San Diego, California hereby certify that information provided
 (County) (State)
 herein is true and correct. This document was executed on this 25th day of January, 2016.
Cynthia J. Landau Cynthia J. Landau

WORK FORCE REPORT – NAME OF FIRM: Rick Engineering Company DATE: 1/25/2016

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						3		18	3		
Professional														
A&E, Science, Computer	2	1	20	3	6	3			3	1	26	10		
Technical			4								5	1		
Sales														
Administrative Support				3	1				1		3	9		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	25	6	7	3			6	2	52	24		
--------------------	---	---	----	---	---	---	--	--	---	---	----	----	--	--

Grand Total All Employees 126

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a WFR from that county.² If participation in a San Diego project is by work forces from San Diego County

and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.¹

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Andrew Reese Landscape Architects 5605 Laurretta Street, San Diego, CA 92110	Landscape Architecture Support	15%	SLBE	CITY
Manuel Oncina Architects 5711 La Jolla Blvd., San Diego, CA 92037	Architecture	8%	SLBE	CITY
T-Squared Professional Engineering 1340 Specialty Drive, Ste. E, Vista, CA 92071	Site Lighting, Electrical & Mechanical Engineering	9%	SLBE	CITY
Allied Geotechnical Engineering 9500 Cuyamaca Street, Ste 102, Santee, CA 92071	Geotechnical Engineering	4%	SLBE, ELBE	CITY
Orion 12257 Old Pomerado Road, Ste. A, Poway, CA 92064	Structural Engineering	3%	SLBE, ELBE	CITY
TTG Environmental 7922 Mission Manzana Place, San Diego, CA 92120	Environmental Services	2%	ELBE	CITY

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 CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Design for Wangenheim Neighborhood Joint Use Facility

Architectural Engineering & Parks/Public Works Department (H156534)


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:

Rick Engineering Company

Name under which business is conducted

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

Signed _____



Printed Name James C. Kuhlken

Title Principal

Date 1/25/2016

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.

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Public Works Department
2. Name of Specific Consultant & Company: Rick Engineering Company
3. Address, City, State, ZIP: 5620 Friars Road, San Diego, CA 92110
4. Project Title (as shown on 1472, "Request for Council Action"): Design for Wangenheim Neighborhood Joint Use Facility (H156534)
5. Consultant Duties for Project: Design and preparation of construction documents for an approximately 4 acre expansion to the existing joint use facility at Wangenheim Middle School to supplement existing park acreage in the Mira Mesa Community

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By:

Mark Nassar, Deputy Director

[Date]

10/4/16

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

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): Wangenheim Joint Use Facility 9030 Gold Coast Drive, San Diego, CA 92126 1b. Brief Description: Design 4 acres of joint use facility at the Wangenheim Middle School play area. It may include a multi-use-sports field, field lighting, parking area, walkways, walking track, comfort station, concession stand 1c. Budgeted Cost: \$ 646,515.55 WBS/IO: S15007	2a. Name and address of Consultant: Rick Engineering Company 5620 Friars Road San Diego, CA 92110 2b. Consultant's Project Manager: James C. Kuhlken Phone: (619)291-0707																						
3. CITY DEPARTMENT RESPONSIBLE																							
3a. Department (include Division): Public Works, Architectural Engineering and Parks	3b. Project Manager (address & phone): Yovanna Lewis 525 B Street, Suite 750, San Diego, CA 92101 Phone: (619) 533-5130																						
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;"> <thead> <tr> <th style="text-align: left;">% of Design Phase Completion</th> <th style="text-align: center;">%</th> <th style="text-align: center;">%</th> <th style="text-align: center;">100%</th> </tr> </thead> <tbody> <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> </tbody> </table>			% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____				
% of Design Phase Completion	%	%	100%																				
Agreed Delivery Date:	_____	_____	_____																				
Actual Delivery Date:	_____	_____	_____																				
Acceptance of Plans/Specs.:	_____	_____	_____																				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; vertical-align: top;"> Final Construction Est. Completion: _____ Actual Completion: _____ </td> </tr> </table>					Final Construction Est. Completion: _____ Actual Completion: _____																		
	Final Construction Est. Completion: _____ Actual Completion: _____																						
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: <table style="width:100%; border-collapse: collapse;"> <tr> <td>Errors/Omissions</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">% of const. cost \$</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Unforeseen Conditions</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">% of const. cost \$</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Changed Scope</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">% of const. cost \$</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Changed Quantities</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">% of const. cost \$</td> <td style="text-align: center;">_____</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Construction Cost \$ _____</td> </tr> </table>			Errors/Omissions	_____	% of const. cost \$	_____	Unforeseen Conditions	_____	% of const. cost \$	_____	Changed Scope	_____	% of const. cost \$	_____	Changed Quantities	_____	% of const. cost \$	_____	Total Construction Cost \$ _____			
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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"/>)																							
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff	Excellent <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Poor <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	DESIGN 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 _____ : _____

Item _____ : _____

*Supporting documentation attached: Yes No

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

Design for Wangeheim Joint Use Facility (H156534)

B. BIDDER/PROPOSER INFORMATION:

Glenn A. Rick Engineering Company

Legal Name	5620 Friars Road San Diego, CA		DBA	
Street Address	5620 Friars Road	City	CA	92110
Contact Person, Title	Jim Kuhlken, Principal	Phone	619-291-0707	Fax
	619-291-0707		619-291-0707	619-291-4165

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 9/25/1955 State of incorporation: California

List corporation's current officers: President: Roger L. Ball
 Vice Pres: Paul J. Iezzi
 Secretary: Dennis C. Bowling
 Treasurer: Paul J. Iezzi

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company Date formed: ____/____/____ State of formation: _____

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

Partnership Date formed: __/__/____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

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

Joint Venture Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: California Bank & Trust

Point of Contact: Robert P. Hulterstrom, SR V.P.

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

Phone Number: 858 623-3120

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

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

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

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 Yes No

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

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

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

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

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

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

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

7. Performance References:

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

Company Name: City of Garden Grove

Contact Name and Phone Number: Mark Uphus 714-741-5194

Contact Email: marku@ci.garden-grove.ca.us

Address: 11222 Acacia Fairway, Garden Grove, CA 92840

Contract Date: 7-23-13

Contract Amount: \$266,488

Requirements of Contract: Streetscape including civil engineering, landscape architecture & surveying

Company Name: San Diego Unified Port District

Contact Name and Phone Number: Yeshita Mulugeta 619-686-6250

Contact Email: Ymuluget@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92103

Contract Date: 7-31-14

Contract Amount: \$364,813

Requirements of Contract: Streetscape including civil engineering, landscape architecture & surveying

Company Name: City of Ranch Santa Margarita

Contact Name and Phone Number: Ehab Maximaous 949-635-1805

Contact Email: emaximous@cityofrsm.org

Address: 22112 El Paseo RSM, CA 92688

Contract Date: 1/12/14

Contract Amount: \$152,479

Requirements of Contract: Streetscape & entry monuments including civil engineering, landscape architecture & surveying

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state

or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific

circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Andrew Reese Landscape Architects

Contact Name and Phone Number: Andrew Reese, 619-992-8196

Contact Email: Andrew@asla.com

Address: 5605 Laurretta Street, San Diego, CA 92110

Contract Date 1-25-16

Sub-Contract Dollar Amount: \$93,840

Requirements of Contract: Landscape Architecture Support

What portion of work will be assigned to this subcontractor: Landscape Architecture Support

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

NO

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

Company Name: Manual Oncina Architects

Contact Name and Phone Number: Manuel Oncina 858-459-1221

Contact Email: moncina@oncinaarc.com

Address: 5711 La Jolla Blvd. San Diego, CA 92037

Contract Date _____

Sub-Contract Dollar Amount: \$52,260

Requirements of Contract: Architecture

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

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: not applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: not applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: not applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: not applicable

L. 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 11 / 19 / 2012.

Complete all questions and sign below.

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

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

22.3004: (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety,

labor and

employment, and licensing laws that affect the employees, worksite or performance of the contract.

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

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

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

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

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

James C. Kuhlken, Principal
Name and Title


Signature

1-25-2016
Date

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

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

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

James C. Kuhlken, Principal
Print Name and Title


Signature

1-25-2016
Date

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.

Rick Engineering Company

Name of Firm


Signature of Authorized Representative

James Kuhlken

Printed/Typed Name

1/25/2016

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Design for Wangenheim Neighborhood Joint Use Facility (H156534)

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

Rick Engineering Company

(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 James Kuhlken

Title Principal