

ORIGINAL

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
PSOMAS  
FOR  
TECOLOTE CANYON TRUNK SEWER  
IMPROVEMENTS**

**CONTRACT NUMBER: H166567**

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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 PSOMAS  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Psomas [Design Professional] for the Design Professional to provide Professional Services to the City for the Tecolote Canyon Trunk Sewer Improvements (H166567) [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **June 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 \$999,997. The compensation for the Scope of Services shall not exceed \$972,997 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$27,000.

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

**3.3 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the

amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

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

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

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

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

#### **4.2 Right to Audit.**

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

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

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

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

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

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

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

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

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

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

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

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

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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 May 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 Maryam Liaghat, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Psoomas, 3111 Camino Del Rio North, Suite 702 San Diego, CA 92108.

**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: Michael Pollard, Sandy Russell [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](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.23 Equal Benefits Ordinance.** 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.*

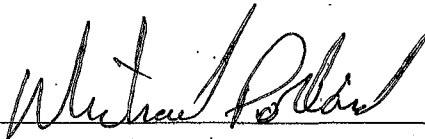
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to Psomas's signature authority document.

Dated this 8<sup>th</sup> day of June, 2016.

THE CITY OF SAN DIEGO  
Mayor or Designee

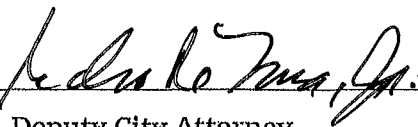
By:   
W. Downs Prior  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind Psomas and that I have read all of this Agreement, this 16<sup>th</sup> day of MAY, 2016.

By:   
Michael A. Pollard  
Vice President  
Psomas

I HEREBY APPROVE the form of the foregoing Agreement this 9<sup>th</sup> day of June, 2016.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**



# **SCOPE OF SERVICES**

# **SCOPE OF SERVICES**

## **DESIGN OF TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS (H166567)**

The Scope of Services defines the extent of Psomas services necessary to complete the required work and documents specified herein for Design (Plans, Specifications, and Estimate), assistance during the Bid, and Construction Support of the Tecolote Canyon Trunk Sewer Improvements, herein referred to as the Project. The City estimates a period of 20 months to complete the Design Phase, 6 months to complete the Advertising, Bid, Council Approval, and Award Phase, and 26 months to complete the Construction Phase. This Scope of Services is to be used along with the project planning report, **Final 10 Percent Design Report – Tecolote Canyon Trunk Sewer and Access Path**, which is considered an extension of this Scope of Services.

### **PROJECT BACKGROUND**

The Tecolote Canyon Trunk Sewer Improvements is part of both Council Districts 2 and 6 in the Clairemont Mesa, Linda Vista, and Bay Park communities; 906.5 - Penasquitos watershed (HU) in the Tecolote sub watershed (HSA); Mission Bay watershed management area. The gravity sewer pipeline begins from the northern end at Genesee Avenue and Chateau Dr. intersection and enters Tecolote Canyon. The trunk sewer runs along the Tecolote Canyon in a south southwest direction to Tecolote Road and West Morena Blvd intersection. Tecolote Canyon Trunk Sewer Improvements (TS #8) was originally built in the 1950's and is approximately 6.5 miles long. The size of the Tecolote Trunk Sewer pipe varies from 12 to 27 inches in diameter. The pipe material is mostly Vitrified Clay (VC). The trunk sewer's condition was assessed in early 2012 and recommended for improvement. A Sewer modeling study revealed the alignment is surcharging under the current peak wet weather flow condition. The trunk sewer's capacity was also evaluated and the hydraulic model predicted it will reach capacity during 2017-2020. In addition, condition assessment inspections revealed the upper portion of the alignment is damaged and is recommended for lining to mitigate the condition issues.

## **PHASE A – DESIGN SCOPE OF SERVICES**

### **SUMMARY OF DESIGN SCOPE OF SERVICES**

This Design Scope of Services defines the extent of Psomas’s engineering services needed for the Tecolote Canyon Trunk Sewer Improvements project. The proposed improvements are needed to address the following issues due to the deteriorated condition of Tecolote Canyon Trunk Sewer:

1. Capacity of the pipeline due to significant amount of rainfall inflow and infiltration in the sewer system during the rainy season.
2. Condition of the pipeline from recent CCTV observation revealed pipe damaged.

The project will replace or rehabilitate approximately 4.73 miles of sewer and 700 feet of water main:

- Replace (upsized) 17,420 LF of trunk sewer:
  - Upsize 7,350 LF of 15-inch to 18-inch,
  - Upsize 790 LF of 18-inch to 21-inch,
  - Upsize 5,230 LF of 21-inch to 24-inch,
  - Upsize 2,060 LF of 21, 24-inch to 27-inch, and
  - Upsize 1,990 LF of 24-inch to 30-inch.
- Rehabilitate 7,551 LF of 15-inch sewer main.
- Replace 700 LF of water main (taken from GJ 966).
- Miscellaneous improvements to small vehicle trail access to Tecolote Trunk Sewer. Major elements of work are the stream crossings, and backfill/slope restoration and erosion protection of manholes. The improvements to the long-term maintenance access paths for Tecolote Canyon consist of:
  - Construct 9 engineered stream crossings (average 85’ length; 10’ width; and 6-12’ deep),
  - Provide manhole protection,
  - Construct access pathways to manholes,
  - Provide improvements to existing pathways, and

- Replace the existing turnaround adjacent to Manhole 272 with a new turnaround (existing turnaround is a mitigation area).

Psomas will be required to perform all necessary studies, environmental reviews, surveying and to secure all necessary approvals to finalize the project design and construction of the project. Psomas shall prepare the construction specifications per the current City of San Diego [City] specification boilers and will be required to submit a package for review at 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments within the City. Each review cycle will require Psomas to attend comment review meetings with all the reviewing parties as well as several as-needed intermediate meetings to resolve questions and conflicts. Psomas will also be required to go through the City's plan check process at 100%.

Psomas shall perform the engineering tasks required for the design, bid, award and construction support for the proposed improvements required for this Project as described below. Psomas shall demonstrate experience in successfully completing large pipeline projects, and alternatives to open trenching should be considered, such as pipe bursting, tunneling for areas through Tecolote Golf Course and where possible to avoid or minimize impacts to the City's Environmentally Sensitive Lands.

Psomas will be responsible for design of the water main, ADA compliant curb ramps, and site restoration, coordinate the resolution of all potential utility conflicts, and secure all the environmental permits and any other permits or temporary easement access rights required to complete the design and construction of the project. Psomas will provide design services, bid and award support, construction support and as-built services.

**TASK 1: PROJECT MANAGEMENT**

- 1.1 Provide management support to the City in the execution of the Project's Design Phase and design related issues during the bid, award, and Construction Phase.
- 1.2 Attend meetings as requested by the City and coordinate the preparation of supporting materials as required.

- 1.3 Establish and monitor Project scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- 1.4 Maintain the project design schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables, in accordance with the most recent City Guidelines and Standards.
- 1.5 Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:

- Schedule Information;
- Percentage of individual task completion;
- Budget Information;
- Problems Encountered;
- Out-of-Scope Authorizations;
- Psomas Action Items;
- City Action Items; and
- Resolved Items and Resolution organized by issue/problem subject matter.

- 1.6 Coordination

- Psomas shall provide coordination and communications between the City Project Management staff and Psomas staff as necessary to keep the entire

project team informed of the Project's progress on key issues and decisions. Psomas shall inform the City of subconsultant activities and relay any feedback from City staff.

- Psomas shall provide coordination and communications between its own Project Management team and individual Task Managers of the various project elements, activities, and tasks.

1.7 Contract Administration:

- Psomas shall perform Contract Administration activities, i.e., Management of the Tecolote Canyon Trunk Sewer Improvements project contract including, but not limited to:
  - Preparation of invoices,
  - Tracking of budget,
  - Preparation of budget status reports,
  - Management of contractual requirements, including insurance of the sub-consultants for this Project,
  - Development of invoicing per City requirements,
  - Compilation of sub-consultants' invoices,
  - Preparation of monthly invoice to City, and
  - Establishment of a filing system to organize all Project-related documentation and correspondence.

**TASK 2: PROJECT MEETINGS/PRESENTATION**

- 2.1 Psomas shall prepare meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's Project Manager. Ensure that all Project Team action items are addressed by the appropriate task managers. Attend meetings as requested by the City and coordinate the preparation of supporting

materials, as required. Provide the status on project design issues/problems. The project status log shall be organized by subject matter related to issue/problem. Action items shall be on one list.

## 2.2 Meetings

2.2.1 The City will conduct a design kick-off meeting and, Psomas shall have its Project Manager and Project Engineer attend the meeting. Psomas will present its Project Schedule.

2.2.2 Psomas will lead 12 bi-monthly progress meetings with task managers and/or major subconsultants assisting in performing work.

2.2.3 Submittal Meetings. Psomas shall attend three (3) submittal meetings to review various design issues prior to the submittal. The meetings will be held after the Preliminary Design Report, 60% Design, and 100% Design.

2.2.4 Operations Meetings. Psomas shall attend two (2) operations meetings to review various design issues after submittal. The meetings will be held during the PDR and 60% design stages.

2.2.5 Miscellaneous Meetings. Psomas shall attend up to seven (7) meetings with various stakeholders requiring coordination for this project. These include, but are not limited to, Tecolote Golf Course, the Navy, and community groups.

## **TASK 3: INVESTIGATIONS**

3.1 AS-BUILT RESEARCH: Psomas shall perform all as-built research and provide pdf files of all City facilities within the project alignment. Obtain and review franchise and agency-provided utility data. Plot the topography and create base sheets.

3.2 SITE VISITS: Conduct site verification of utilities and identify those that require potholing (4 visits total).

- 3.3 DOCUMENT REVIEW: As part of scope of services Psomas shall review any activity related to the acquisition of information necessary for developing the design, for example: geotechnical investigations, potholing, utility coordination and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.

Psomas will be required to coordinate with all agencies involved and acquire all permits, right of entry, and encroachment permits to complete the design and construction of the project.

### 3.4 SURVEY

3.4.1: PHOTOGRAMMETRIC/FIELD TOPOGRAPHIC MAPPING: Topographic mapping will be provided for a width of 150 feet along the five mile alignment from Genesee Avenue to Tecolote Canyon Park. Topographic mapping will be suitable for final design of sanitary sewer improvements. Mapping will be based upon the City established horizontal and vertical control network and provided in conformance with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), nominally with a plotting scale of 1-inch= 40 feet and equivalent vertical accuracy for 2.0 feet interval contours. Surface utility features within the mapping limits will be located and plotted. In addition, the following key utility infrastructure features will be surveyed:

- Approximately 85 sanitary sewer manholes will be located, and invert elevations measured with full inflow/outflow details and individual inspection report.
- Existing surface utility fixtures, valves, manholes, vaults, marker posts, and paint markings will be located and identified, and if possible, invert elevations measured and detailed. The survey will locate and plot critical design conditions, and/or geotechnical borings and pothole information.



3.4.2: LAND PARCEL AND EASEMENT MAPPING: Existing rights of way and centerlines, land parcels and any existing easements if provided will be plotted from SANGIS parcel data and ties to record maps. No title reports are included. Final deliverables will be a CADD base file with individual DTM surfaces, planimetric features and existing land parcels, easements and rights of way plotted.

3.5 BASE FILES: Upon completion of the field survey, site visits, as-built research and receipt of franchise utilities, Psomas will prepare draft base files of existing conditions. These files will be updated periodically after USA markouts for geotechnical borings and potholes.

3.6 GEOTECHNICAL INVESTIGATION. Psomas shall assume there are 12 borings to be done to depths between 20 feet and 30 feet. The number and spacing of exploratory borings will be finalized during preliminary design. A truck-mounted, small-diameter, hollow-stem auger drill rig is proposed to advance borings to the target depths, however, an air-rotary or air-percussion drill rig may be substituted if effective refusal is encountered during auger drilling.

The geotechnical investigation will evaluate the geotechnical conditions along these pipeline reaches of the project alignment and provide geotechnical recommendations relative to the design and construction of the proposed sewer pipeline. The scope of services includes the following:

- Review of geotechnical maps and literature pertaining to the site and vicinity, including any previous geotechnical reports for the area and nearby structures and improvements.
- Review of historic aerial photographs and topographic maps of the area.
- Review of preliminary project plans indicating the proposed location and depths of the proposed pipeline.
- Field reconnaissance to observe the existing surficial soil conditions along the alignment and to mark out proposed exploratory boring locations.

- Communications with Underground Services Alert agency representatives to check that the proposed subsurface investigation will not affect known buried utilities.
- Traffic control plan preparation and processing for the borings in the streets. Appropriate signage will be provided during field drilling activities.
- Preparation and processing of County of San Diego Department of Environmental Health exploratory boring permits.
- Several trenchless methods will be considered as part of this project and identified prior to the investigation. The final design report pertaining to trenchless method shall be based on the geotechnical report for that specific site.
- Investigation of the subsurface soil conditions by drilling, logging and sampling approximately 12 exploratory borings along the proposed pipeline alignment. Boring termination before target exploration depths is a possibility. Standard penetration tests and California modified split-spoon sampling will be performed in the boreholes, as practicable. Bulk samples of the soils encountered will be obtained. The depth to groundwater at the time of drilling will be noted. Subsequent to logging and sampling, the exploratory borings will be backfilled in accordance with County of San Diego Department of Environmental Health guidelines and pavement areas patched with dark gray-black concrete.
- Geotechnical laboratory testing of the soils samples will be obtained. Laboratory tests are anticipated to include, at a minimum, grain-size classification, expansion index, moisture/density, maximum dry density/optimum moisture content, direct shear (remolded), pH, resistivity, and soluble sulfate and chloride content tests.
- Geotechnical analysis of the data obtained.

- Preparation of a report summarizing the results of the geotechnical investigation and presenting recommendations from a geotechnical standpoint for the design and construction of the proposed pipeline. The report will address the geotechnical factors affecting the proposed new construction and will include recommendations for design, soil-bearing pressure, 2010 CBC seismic design parameters, trench backfill and other design/construction considerations.
- 3.7 POTHOLING. Up to 20 potholes will be provided for this project and the locations will be determined during the design phase. Psomas shall obtain all necessary encroachment permits for subsurface investigations.
- 3.8 511 BULLETIN: Psomas shall submit a 511 bulletin for the geotechnical investigation and the City will review the documents prior to submittal.

**TASK 4: ENVIRONMENTAL PROCESSING & PERMITTING**

- 4.1: AGENCY PERMITS & PERMIT LOGS: Psomas shall provide all materials necessary for permit submittal packages, arrange all meetings, and coordinate all correspondence necessary for obtaining the permits listed above. Psomas shall maintain an Agency Permit Log throughout the duration of the project. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential project delays. This log shall contain submittal dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence. Expected permits will include the Navy, City of San Diego Site Development Permit, OSHA Tunnel Classification, Ca. Fish & Wildlife, USACE, etc. A permit log will be created and maintained during the course of design.
- 4.2: ENVIRONMENTAL PROCESSING
- Preparation of a CEQA Initial Study Checklist

An *Initial Study Checklist* (IS) form will be completed that includes a project description and addresses all 18 environmental issue areas. Mitigation measures will be recommended when significant impacts are identified. Meetings with City staff and the consulting team will be held as needed to obtain information about the project and to discuss identified environmental issues.

A *1<sup>st</sup> Screencheck IS* document will be submitted to Psomas for review and comment. A *2<sup>nd</sup> Screencheck IS* document will be completed that incorporates Psomas comments and submitted to the City for review. A *Final IS* will be submitted to the City for incorporation into a *Mitigated Negative Declaration* (MND).

A *CEQA Plus* document will be prepared that complies with the requirements of the State Water Resources Control Board (SWRCB) Division of Financial Assistance. The *CEQA Plus* document is required to comply with the requirements of the State Revolving Fund (SFR) Loan Program.

#### Biological Technical Services

A *Constraints Analysis Report* will be prepared that compiles sensitive biological information from previous reports, publically available sources, and projects that relate to Tecolote Canyon as the initial constraints data for the project. Psomas will also prepare a *Biological Resources Letter Report* to support the Information Bulletin 511 application package for geotechnical investigations.

Springtime rare plant surveys will be completed to determine the presence or absence of sensitive plant species. Least Bell's Vireo surveys will be completed that follow the most current U.S. Fish and Wildlife (USFWS) protocol that requires eight surveys at least ten days apart between April 10 and July 31 in any year. A jurisdictional delineation will be conducted within the project study area pursuant to current U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) guidelines.

Psomas shall be responsible for application and procurement of all required permits for this project and City staff only can be consulted upon prior to documents submittal to different agencies. Psomas will attend pre-application meetings with USACE, CDFE, and/or RWQCB to discuss the project, present the updated jurisdictional delineation findings, and establish the course for project permitting. Psomas will prepare a *Preliminary Jurisdictional Determination (PJD) Form* that will serve as a stand-alone summary of USACE jurisdiction within the site. Psomas will prepare draft materials for a *CWA Section 404 Nationwide* and a *CWA Section 401 Request for Water Quality Certification*. In addition, Psomas will also prepare a *California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration* and support the City and project during agency process of permit application materials.

Psomas will evaluate feasible mitigation approaches for the impacts associated with the proposed project and will develop a conceptual wetland mitigation plan for any proposed on-site wetland creation, restoration, and enhancement. A quantitative function-based assessment on the health of wetland and riparian habitats will be conducted using CRAM. The assessment will be conducted using the California Rapid Assessment Method for Wetlands (CRAM). A habitat revegetation plan will also be prepared to address the revegetation requirements for areas that would be temporarily disturbed during construction of the proposed project.

#### Archaeology and Paleontology

An *Archaeological Constraints Report* will be prepared by Psomas. A standard priority response records search from the South Coastal Information Center (SCIC) will be requested. Searches of the California Historical Resources Information System (CHRIS) for San Diego and Imperial County, as well as the San Diego Museum of Man (SDMOM) to identify previously recorded cultural resources and previous investigations completed for the Area of Potential Effect [APE] and a one-mile search radius will be conducted. Psomas will also review properties listed on the California Points of Historical Interest, California Historical Landmarks,

California Department of Transportation Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources, and the National Register of Historic Places.

Psomas will conduct site-specific research within the APE to develop a historic context in order to properly evaluate properties in the project area. Psomas will also contact the California Native American Heritage Commission (NAHC) to request a sacred lands records search for the Project APE and a listing of individuals and groups that may have knowledge of the area.

The *Archaeology Constraints Report* will include a pedestrian survey of the project's APE which complies with Section 106 of the NHPA, CEQA, and local regulations governing cultural resources.

If applicable, Psomas will complete the *Bulletin 511 Historical Resources Letter* that will include documentation verifying that no recorded archaeological sites will be impacted by this activity, and include a site plan showing access route(s), testing locations and any restricted areas requiring staking, flagging and/or fencing. Archaeological site information will be submitted as a Confidential Appendix, under separate cover.

An archaeological survey will be performed within the Project APE boundaries. The intensive archaeological survey will include a systematic "walkover" of the archaeological APE in no greater than 15-meter-wide transects to inspect the surface for archaeological resources. Identified archaeological resources will be recorded on the appropriate Department of Parks and Recreation (DPR) 523 series forms. No artifact collections will be made at this stage of research. The results of the survey will be documented in a confidential Cultural Resources

Assessment Report will be in accordance with the Office of Historic Preservation's Archaeological Resource Management Report.

A *Paleontology Constraints Report* will include a record search at the Natural History Museum and in online databases, review of geological mapping, map project on geology, necessary background research and deliver a desktop analysis for the 60% Design. A *Paleontology Report* will be based on the constraints analysis and will include results of a field survey for 60% design. When the 100% design is available, a final field survey will be conducted for any additions or alterations and the final *Paleontology Report* will be delivered to City.

**TASK 5: PRELIMINARY DESIGN REPORT (PDR)**

- 5.1: PDR WITH ALTERNATIVES: The City's existing planning study contains an analysis of the trunk sewer assuming replacement in the same alignment. This document will be used as guidance for Psomas in developing the design and identifying all the studies needed. Due to the complexity of the project and need for improvement, a PDR will be prepared evaluating alternative sewer alignments from parallel construction to replacement in the same trench.

Alternative alignment options will be considered at the most upstream point of the project (MH 275 - MH 74) while the remaining portion of sewer between Genesee Avenue and Balboa Avenue (MH 74 – MH 47) will have a new liner installed and thus no alignment alternatives will be necessary. Numerous alignment alternatives will be analyzed between MH 47 (At Balboa Avenue) to the termination point in Tecolote Park (MH 266).

Various construction methods will be analyzed including open cut, tunneling, and pipe bursting along with various methods for manhole rehabilitation. The PDR will also analyze miscellaneous challenges such as sewage bypassing, construction staging areas, access limitations and environmental constraints.

Construction cost estimates will be included for each alternative.

- 5.2: STREAM CROSSINGS AND MANHOLE ACCESS: For the stream crossings, a Drainage Study will be prepared, in conformance with the latest version of the

County of San Diego Hydrology manual and the City Drainage Design manual to establish design flow rates and velocities at each of the 9 engineered stream crossings. This information as well as a review of the topographical configuration of each of the crossings will be used to evaluate potential alternative crossing solutions. From our field visit and review of the Pre-Design Report by Brown and Caldwell, there appears to be 3 crossings of Tecolote Creek and 6 crossings of tributary creeks leading into Tecolote Creek. Of the 9 crossings, Psomas believes 7 will be at-grade crossings with the remaining 2 crossings requiring a culvert.

Various at-grade crossing options evaluated will be Interlocking Concrete Pavers and Cable Concrete Block Mat. Potential culvert or bridge crossing options that Psomas will consider include Pre-cast Box or Round or Contech-type concrete arch (natural bottom)

A narrative will be provided describing Psomas review of the existing conditions and the evaluation of the various crossing types. Psomas will provide a recommendation for each of the 9 crossings based on Psomas's findings. Preliminary cost estimates will be included for each of the alternative crossing types considered for all 9 crossings. Should the alignment of the sewer main potentially change, which could change the location of the stream crossing, Psomas will not perform the evaluation of those crossing(s) until the sewer alignment is finalized.

Sewer manhole access improvements will be provided for the existing or new manholes located on the canyon floor. (Access improvement for the existing manholes on the canyon side slopes is not included in this scope of work). An overall Concept Manhole Access Plan will be prepared during the Preliminary Design Report phase demonstrating the general intent for providing access to the manholes. The improvements consist of:

- Minor clearing and grubbing, minor grading, application of wood chip
- Installing erosion control measures adjacent to the pathways



- Creating new access pathways

It is Psomas' understanding that the general criteria to be used in improving or creating access to the manholes is as follows:

- 8-foot minimum clear path width
- 15% maximum grades for standard maintenance vehicles
- 25% maximum grades for specialized maintenance equipment
- 3% maximum cross slope on pathways

Other goals of the pathway improvements include:

- Minimize impacts to existing vegetation
- Use existing paths where possible
- Provide turnarounds at long dead-ends only
- Minimize creation of cut of fill slopes
- Provide drainage ditches/culverts where needed
- Use gravel surfacing where appropriate
- Install erosion control after construction

5.3: CALCULATIONS: The PDR will include all calculations required for this project included hydraulics/hydrology, pipe deflection, manhole invert drops, etc.

5.4 QA/QC WITH DRAFT/FINAL SUBMITTALS: A Psomas senior engineer not involved with the project will provide a third party review of the PDR prior to each submittal. Psomas anticipates a draft and final submittal for the PDR. All City comments will be addressed following the draft submittal.

## **TASK 6: SIXTY PERCENT (60%) DESIGN SUBMITTAL**

### General

All design submittals shall be in accordance with the 2015 Greenbook, 2015 Whitebook, 2015 City of San Diego Standard Drawings, DOJ 2010 ADA Standards for Accessible Design, Current CADD guidelines, 2012 California MUTCD, MTS Standards/Amtrak Standards (when crossing railroads) and all other applicable and accepted codes used in the City of San Diego.

They shall also be in accordance with any requirements of the Navy (For sewers within a certain distance of the Navy fuel line), and recommendations by the Tecolote Golf Course. Any recommendations made by private property owners, community groups or other non-jurisdictional stakeholders will be discussed with City staff and, if determined feasible, will be incorporated into the design. If a standard changes prior to Final Design, Psomas shall update the plans and specifications to the current standard, unless the City determines the change is not significant.

Psomas will be required to coordinate with all agencies involved and acquire all permits, right of entry, and encroachment permits to complete the design and construction of the project.

- 6.1: CONSTRUCTION DRAWINGS: Psomas shall advance the PDR to 60% Design level. Psomas shall incorporate agreed upon City comments from the PDR Submittal review. The 60% Design drawings shall be prepared and submitted by the Psomas and will, at a minimum, have fulfilled the standard checklist requirements which will be provided at the design kick-off meeting. The City will provide comments on the 60% Design submittal to be incorporated in the next design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

The following sheets are anticipated:

- Cover Sheet
- Notes, Abbreviations, Limits of Work and Standard Symbols Legend

- Plan and profile sheets (22 sheets)
- Plan and profile for Water pipeline
- Plan sheets for Sewer Lining/Trail Improvements
- Tunneling sheets (Estimate 2 sheets)\
- Stream Crossings (2 sheets)
- Manhole Rehabilitation (1 sheet)
- Civil Details (2 sheets)
- Street Resurfacing (1 sheet)
- Pedestrian ramps (1 sheet)
- Landscape Plans (18 sheets)

6.2: CALCULATIONS/SPECIFICATIONS/COST ESTIMATES: Calculations will be updated from the PDR level and modified as necessary for the 60% design level effort.

Psomas shall prepare a construction cost estimate per the latest Master Bid List.

Specification boiler plate markups for submittal of first master markup in Word with track changes. (Greenbook based boiler plate to be approved by City Staff; format to be per Greenbook)

6.3: QA/QC: A Psomas senior engineer not involved with the project will provide a third party review of the 60% plans, specifications and cost estimate prior to submittal to the City.

6.4: DELIVERABLES: The following deliverables will be provided with the 60% submittal:

- Construction Drawings: 8 sets full size, 2 sets half size
- Complete bid list cost estimate
- PDF Design Drawings (All Plan Sheets)
- Microstation files

- Written responses to the City's PDR review comments on form provided by the City
- Site Development Permit Package. Submittal requirements are outlined in the City's Project Submittal Requirement for Public Projects. Anticipated technical studies include Geotechnical Study, Hydrology Study, Biology Survey and Archaeological / Paleontological Record Search. Psomas shall assume one (1) re-submittal. If possible, this package will be submitted soon after the PDR submittal and prior to 60%, depending on the level of completion of various studies required as part of the package.
- PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting).

**TASK 7: ONE HUNDRED PERCENT (100%) DESIGN SUBMITTAL**

General

Psomas shall advance the 60% Design to 100% Design level. The 100% Design is essentially fully complete in details, notes, and all aspects are considered at 100% Design. The 100% Design will also have fulfilled the minimum drafting requirements titled Checklist (Minimum) Drafting Design. Psomas shall incorporate agreed upon City comments from the 60% Submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

- 7.1: CONSTRUCTION DRAWINGS: Psomas shall advance the construction sheets described above to a 100% Design level. Psomas shall incorporate agreed upon City comments from the 60% Submittal review.
- 7.2: CALCULATIONS/SPECIFICATIONS/COST ESTIMATES: Calculations will be updated from the 60% level and modified as necessary for the 100% design level effort.

Psomas shall prepare a construction cost estimate per the latest Master Bid List.

Psomas shall prepare a complete set of specifications using the City's latest boilers which shall have all applicable sections and appendices.

7.3: QA/QC: A Psomas senior engineer not involved with the project will provide a third party review of the 100% plans, specifications and cost estimate prior to submittal to the City.

7.4: DELIVERABLES: The following deliverables will be provided with the 100% submittal:

- Construction Drawings: 8 sets full size, 2 sets half size
- Completed Specifications
- Cost Estimate
- PDF Design Drawings (All Plan Sheets)
- Microstation files
- Written responses to the City's 60% review comments on forms provided by the City
  
- PUD package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),
  
- Field Constructability review package submitted for their review (draft memo with required attachments to be provided at design kick-off meeting),
  
- 30 additional copies of the plans for the City Wide Plan Check process
  
- 10 additional Specification Master Markups for the City Wide Plan

**TASK 8: FINAL DESIGN SUBMITTAL**

General

Design is fully complete in all aspects and considered at final design and bid-ready. Psomas shall incorporate City review comments from the 100% Submittal. The Psomas shall submit the Final Design and Specifications for cursory review. All Psomas's in-house review comments and all City review comments are addressed and all disagreements and open issues are resolved prior to submittal of these documents to the CIP Project Manager.

8.1: CONSTRUCTION DRAWINGS: Psomas shall advance the construction sheets described above to a Final Design level. Psomas shall incorporate agreed upon City comments from the 100% Submittal review.

8.2: SPECIFICATIONS/COST ESTIMATES: Calculations will be updated from the 100% level and modified as necessary for the final design level effort.

The Psomas shall prepare a construction cost estimate per the latest Master Bid List.

Psomas shall prepare a complete set of specifications using the City's latest boilers which shall have all applicable sections and appendices.

8.3: QA/QC: A Psomas senior engineer not involved with the project will provide a third party review of the final plans, specifications and cost estimate prior to submittal to the City.

8.4: DELIVERABLES: The following deliverables will be provided with the final submittal:

- 10 copies of the final design plans and specifications. One set of reproducible Mylar drawings and also one electronic media in Micro-Station format in

accordance with the CADD Guidelines. All the information necessary for a complete construction bid package,

- Final Specifications shall be provided in Microsoft WORD files with hard copy delivered,
- Final construction estimate,
- Written responses to the City's 100% design comments on forms provided by the City.
- A suggested sequence of work incorporating the acquisition of all permits, moratoriums, project coordination issues and phasing requirements demonstrating the construction completion by allowed working days in the contract.

#### **TASK 9: PUBLIC RELATIONS**

The City estimates a period of 20 months to complete the Design Phase.

The following tasks will be provided:

- Stakeholder Meetings - Includes scheduling and logistics preparation and debrief/follow-up for up to 4 meetings with select stakeholders with specific issues.
- Contact List – Create and manage contact spreadsheet for addresses in affected area with key stakeholder info.
- Construction Relations - Manage one outreach effort to distribute project fact sheet or doorhangers.
- Publicity Materials - Develop one fact sheet or doorhanger to describe the project and impacts.

- Team Meetings, Workshops - Includes attendance at monthly (12) team meetings, and one workshop.
- Quarterly Activity Reports - Reports will include comprehensive documentation of work in current quarter and a look ahead plan for the next quarter.

**TASK 10: PHASE B - BID AND AWARD**

General

Psomas shall provide technical support to the City during the bidding and award phase of the construction packages identified in Phase A - Design, Scope of Services for the design, bid, and construction of Tecolote Canyon Trunk Sewer and Access Road project.

- 10.1: PRE-BID MEETING AND SITE VISIT: Psomas shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.
- 10.2: REQUEST FOR INFORMATION (RFIs): A maximum of ten (10) RFIs shall be responded by Psomas.
- 10.3: ADDENDUMS: Prepare necessary addenda to contract documents and revise the drawings as necessary for maximum of two (2) addenda. If the City elects to create the addenda, Psomas shall assist in preparing the necessary technical addenda to the contract documents. Psomas shall prepare or revise all the drawings required for the addenda.

The bid and award phase is estimated to last approximately six (6) months.

**TASK 11: PHASE C – CONSTRUCTION**

Psomas shall provide technical support to the Construction Manager (City) during the construction phase of the Project, as described in tasks herein. Construction is estimated to last 28 months.



## 11.1 CONSTRUCTION MEETINGS

### 11.1.1 Pre-Pre-Construction Meeting

Psomas shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.

### 11.1.2 Pre-Construction Meeting

Psomas's Project Manager shall attend and participate in the pre-construction conference including a project site visit.

### 11.1.3 Construction Progress Meetings

Psomas shall attend all Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested. A maximum of 28 meetings over a 28 months construction period.

11.2 CONTRACTOR SUBMITTALS REVIEW AND REQUESTS FOR SUBSTITUTION: Psomas shall review the Contractor's submittals (assume 20) for conformance to the Contract Documents. Psomas shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. Psomas will review all submittals, except the submittals that are per the City AML, which will be approved by City staff.

Psomas shall review and evaluate Requests for Substitution, including or equal submissions on shop drawings. Psomas shall provide a written approval or disapproval for a substitution request.

11.3 REQUESTS FOR INFORMATION /CLARIFICATION: Psomas shall receive each written request for information or clarification (RFI/RFC) from the contractor, review

the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor (assume 30 RFI/RFCs).

11.4 CHANGE ORDER PREPARATION ASSISTANCE: Psomas may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders (assume 1).

11.5 AS-BUILT DRAWINGS: Psomas shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. Psomas shall follow City standards for As-built Mylar Drawings.

## **TASK 12: LANDSCAPE ARCHITECT**

Planting, and re-vegetation plans will be prepared for open space areas damaged by construction. It is assumed that hydroseed will be the revegetation preference and no irrigation plans will be necessary. No other areas will receive landscaping. Landscape design will be in accordance with the tasks below:

### **CONSTRUCTION DOCUMENTS (60%)**

- Attend 1 site visit to document existing conditions
- Attend 1 City review meeting
- Coordinate design issues with Team
- Planting 60% Planting Plans (15 sheets)

### **CONSTRUCTION DOCUMENTS (100%)**

- Coordinate site design issues w/Team
- Prepare 100% Planting Plan & Details
- Prepare 100% Specifications

### **CONSTRUCTION DOCUMENTS (Final)**

- Coordinate site design issues w/Team

- Prepare Final Planting Plan, Calculations & Details
- Prepare Final Specifications

**CONSTRUCTION ADMINISTRATION**

- Respond to Contractor RFI's
- Attend (3) site visits during construction/Issue Field Reports
- Attend (1) final Punch List Visits & Prepare Reports
- Prepare Final Letter of Completion

**TASK 13: ADDITIONAL SERVICES**

An allowance for unforeseen conditions will be provided with this project:

**TASK 999: REIMBURSABLES**

This will cover the costs for mileage, printing, copying, postage, etc.

**ASSUMPTIONS:**

- City staff will unlock all manholes prior to the field survey and manhole inspections.
- Calculations and drainage basin maps from the Pre-Design Report by Brown and Caldwell will be provided.
- The following subconsultants are providing services through the NTP:
  - Potholing subconsultant
  - Geotechnical subconsultant
  - Environmental subconsultant
  - Public Information Officer
- The following subconsultants are providing services through completion of construction.
  - Landscape subconsultant (Marum Partnership)

**EXCLUSIONS:**

- Hazardous waste/Contaminated soils monitoring, handling or disposal
- CLOMR/LOMR
- Title reports
- Hydrologic/Hydraulic modeling
- HEC-RAS analysis
- Structural Design

**END OF SCOPE OF SERVICES**

**EXHIBIT B**

**COMPENSATION AND FEE SCHEDULE**

**Exhibit B**

**Psomas –Fee Schedule  
Tecolote Canyon Trunk Sewer  
San Diego, CA**

Task Description	Personnel Hours											Total Hours	Labor	Non-Labor (CDC + Subs)	Total
	QA/QC	Project Manager	Sr. Project Engineer	Project Engineer	CADD	Civil Designer	SURVEY: PM	SURVEY: Project Surveyor	SURVEY: 2 Person Crew	Word Processing	Hourly Rates				
<b>Task1: Project Management (Design through Construction)</b>	\$185	\$195	\$190	\$140	\$130	\$95	\$170	\$140	\$242	\$70					
1.1: Project Management through construction: 52 months		40	26								52	118	\$ 16,380		\$ 16,380
1.2: Progress meetings (See task 2 below)													\$ -		\$ -
1.3: Establish/monitor project scheduling/budgeting		2	2									4	\$ 770		\$ 770
1.4: Maintain project schedule		8	8									16	\$ 3,080		\$ 3,080
1.5: Monthly progress reports			13	13								26	\$ 5,005		\$ 5,005
1.6: Coordination			10	10								20	\$ 3,850		\$ 3,850
1.7: Contract administration(Staffing, invoicing, budget tracking, sub invoicing, PAAG, Subagreements)			26									26	\$ 5,070		\$ 5,070
<b>Subtotal Task 1- Project Management (Design through Construction)</b>		<b>99</b>	<b>69</b>								<b>52</b>	<b>210</b>	<b>\$ 34,155</b>		<b>\$ 34,155</b>
<b>Task2: Meetings(Design phase only)</b>															
2.1: Prepare agendas/minutes (23 total meetings)		23										23	\$ 4,485		\$ 4,485
2.2.1: Kick off meeting		2	2	2								6	\$ 1,050		\$ 1,050
2.2.2: BI-Monthly meetings (12)		24	16	20								60	\$ 10,520		\$ 10,520
2.2.3: Submittal meetings (3)		6	6	4								16	\$ 2,870		\$ 2,870
2.2.4: Operations meetings (2)		4	4									8	\$ 1,540		\$ 1,540
2.2.5: Meetings with Golf course, Navy, Community groups (Estimate 7)		21	21									42	\$ 8,085		\$ 8,085
<b>Subtotal Task 2- Meetings (Design phase only)</b>															
<b>Task10: Phase B, Bid and Award</b>															
10.1: Pre-bid meeting and site visit		1	5	8								14	\$ 2,265		\$ 2,265
10.2: RFI's: Assume 5			6	7								12	\$ 1,930		\$ 1,930
10.3: Addendums: Assume 2		1	2	4	8							15	\$ 2,175		\$ 2,175
<b>Subtotal Task 10: Phase B, Bid and Award</b>		<b>2</b>	<b>12</b>	<b>19</b>	<b>8</b>							<b>41</b>	<b>\$ 6,370</b>		<b>\$ 6,370</b>
<b>Task11: Construction</b>															
11.1.1: Pre-pre-construction meeting with City staff only		2	4	4								10	\$ 1,710		\$ 1,710
11.1.2: Pre-construction meeting and site visit		4		8								12	\$ 1,900		\$ 1,900
11.1.3: Construction Progress Meetings (Once per month)		16	16	60								92	\$ 14,560		\$ 14,560
11.2: Shop drawings and requests for substitutions (Assume 20)		5	5	20								30	\$ 4,725		\$ 4,725
11.3: RFI's: Assume 30		8	12	36	4							62	\$ 9,680		\$ 9,680
11.4: Prepare, review and resolve change order requests from contractor (Assume 5)		5	7	12								24	\$ 3,985		\$ 3,985
11.5: As built drawings			1	12	54							67	\$ 8,890		\$ 8,890
<b>Subtotal Task 11: Construction</b>		<b>40</b>	<b>45</b>	<b>154</b>	<b>58</b>							<b>297</b>	<b>\$ 45,480</b>		<b>\$ 45,480</b>
<b>Task12: Landscape Architect</b>															
12: Landscape architect													\$ -	\$ 26,000	\$ 26,000
<b>Subtotal Task 12: Landscape Architect</b>													\$ -	\$ 26,000	\$ 26,000
<b>Task13: Additional Services</b>															
13: Unforeseen design issues													\$ -	\$ 27,000	\$ 27,000
<b>Subtotal Task 13: Additional Services</b>													\$ -	\$ 27,000	\$ 27,000
<b>Task999-Reimbursables</b>															
999: Reimbursable fees (Approx. 1.5% of Engineering fees)													\$ -	\$ 7,000	\$ 7,000
<b>Subtotal Task 999 - Reimbursables</b>													\$ -	\$ 7,000	\$ 7,000
<b>Total</b>	<b>60</b>	<b>410</b>	<b>467</b>	<b>1,276</b>	<b>1,318</b>	<b>-</b>	<b>40</b>	<b>345</b>	<b>277</b>	<b>80</b>	<b>4,245</b>	<b>4,245</b>	<b>\$655,644</b>	<b>\$341,354</b>	<b>\$997,000</b>

# TIME SCHEDULE

EXHIBIT C: TIME SCHEDULE  
TECOLOTE CANYON TRUNK SEWER

EXHIBIT C

ID	Task Name	Duration	Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half
			Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	Notice to Proceed	1 day?														
2	Kickoff meeting (With City)	2 days														
3	Kickoff meeting (Internal)	1 day														
4	Research/Obtain as-builts (City to provide most)	10 days														
5	Site Visit	2 days														
6	Field Survey, Process Data	20 days														
7	Prepare base files	5 days														
8	Draft PDR Submittal	40 days														
9	City Review/Comment Period	15 days														
10	Final PDR Submittal	5 days														
11	Process 511 bulletin	60 days														
12	Geotechnical investigation/Submit draft report	20 days														
13	Psomas/City review of draft geot. Report	10 days														
14	Geotechnical investigation/Final report	10 days														
15	Initial Study. Prepare project description	50 days														
16	<b>BEGIN 60% DESIGN</b>	1 day														
17	Plans/Specs/Estimate	50 days														
18	Receive plans/specs/estimate from subconsultants	1 day?														
19	Review Subconsultant plans. Make changes. Resubmit to Psomas	5 days														
20	<b>60% submittal (Includes SDP and PUD)</b>	1 day?														
21	CITY REVIEW/COMMENT PERIOD	44 days														
22	60% Design Review meeting	1 day														
23	<b>BEGIN 100% DESIGN</b>	1 day														
24	Plans/Specs/Estimate	50 days														
25	Receive plans/specs/estimate from subconsultants	1 day?														
26	Review Subconsultant plans. Make changes. Resubmit to Psomas	5 days														
27	<b>100% submittal</b>	1 day?														
28	CITY REVIEW/COMMENT PERIOD	44 days														
29	CITYWIDE PLAN CHECK	33 days														
30	CONTRACT PROCESS/SPEC DESIGN	66 days														
31	100% Design Review meeting	1 day														
32	<b>BEGIN FINAL DESIGN</b>	1 day														
33	Plans/Specs/Estimate	40 days														

Project: MSPProj11  
Date: Fri 3/11/16

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Critical	
Summary		Manual Task		Critical Split	
Project Summary		Duration-only		Progress	
External Tasks		Manual Summary Rollup		Deadline	
External Milestone		Manual Summary			



EXHIBIT C: TIME SCHEDULE  
TECOLOTE CANYON TRUNK SEWER

EXHIBIT C

ID	Task Name	Duration	Half	2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half	
			Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
34	Receive plans/specs/estimate from subconsultants	1 day?																			
35	Review Subconsultant plans. Make changes. Resubmit to Psomas	5 days																			
36	<b>Final submittal</b>	1 day?																			
37	City's Final design approval	66 days																			
38	PA2625 Internal Routing	22 days																			
39	PA2625 NR&C External Routing	44 days																			
40	<b>BID PHASE</b>	125 days																			
41	<b>CONSTRUCTION (NTP to BO/BU)</b>	608 days																			
42	Punchlist to NOC (Includes Client Acceptance Memo and Final statement of WVD)	180 days																			
43	Warranty administration	258 days																			
44	Project closeout (Close SAP and Close P6)	11 days																			

Project: MSProj11 Date: Fri 3/11/16	Task		Inactive Task		Start-only	
	Split		Inactive Milestone		Finish-only	
	Milestone		Inactive Summary		Critical	
	Summary		Manual Task		Critical Split	
	Project Summary		Duration-only		Progress	
	External Tasks		Manual Summary Rollup		Deadline	
External Milestone		Manual Summary				

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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    AA. Disclosure of Discrimination Complaints .....6

    BB. Work Force Report.....10

    CC. Subcontractors List.....11

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..

**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

**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 Psomas

Certified By Michael Pollard, PE, ENV SP Title Vice President

*Michael Pollard*  
Name  
 Signature Date August 31, 2015

**USE ADDITIONAL FORMS AS NECESSARY**

WORK FORCE REPORT – NAME OF FIRM: Psomas

DATE: August 31, 2015

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

COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	0	0	0	0	1	0	0	0			4	2	1
Professional	0	0	4	0	0	0	0	0			5	3	0	0
A&E, Science, Computer														
Technical	0	0	3	0	1	0	0	0			2	1	0	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0			0	2	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	7	0	2	0	0	0			11	8	1	0
--------------------	---	---	---	---	---	---	---	---	--	--	----	---	---	---

Grand Total All Employees

29

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. 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**
A.D. Hinshaw & Associates P.O. Box 13200 El Cajon, CA 92022-3200	Environmental	18%	SLBE SB (micro)/DVBE	City of San Diego State of California
Marum Partnership 10680 Treena Street, Suite 100 San Diego, CA 92131	Landscape Architecture	4%	ELBE/SLBE WBE	City of San Diego CPUC
Mora Dow Consulting 12406 Pomerado Place San Diego, CA 92128	Public Outreach	5%	ELBE/SLBE SMBE/SWBE/ DBE WMBE	City of San Diego Caltrans Supplier Clearinghouse
TerraCosta Consulting Group, Inc. 3890 Murphy Canyon Road, Ste. 200 San Diego, CA 92123	Geotechnical	7%	SLBE	City of San Diego

List of Abbreviations:

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

\* Listed for informational purposes only.

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

## 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.

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A.D. Hinshaw & Associates P.O. Box 13200 El Cajon, CA 92022-3200	Environmental	18%	SLBE SB (micro)/DVBE	City of San Diego State of California
Marum Partnership 10680 Treena Street, Suite 100 San Diego, CA 92131	Landscape Architecture	4%	ELBE/SLBE WBE	City of San Diego CPUC
Mora Dow Consulting 12406 Pomerado Place San Diego, CA 92128	Public Outreach	5%	ELBE/SLBE SMBE/SWBE/ DBE WMBE	City of San Diego Caltrans Supplier Clearinghouse
TerraCosta Consulting Group, Inc. 3890 Murphy Canyon Road, Ste. 200 San Diego, CA 92123	Geotechnical	7%	SLBE	City of San Diego

List of Abbreviations:

**Small Local Business Enterprise**

**Emerging Local Business Enterprise**

Certified Minority Business Enterprise

Certified Woman Business Enterprise

Certified Disadvantaged Business Enterprise

Certified Disabled Veteran Business Enterprise

Other Business Enterprise

**SLBE**

**ELBE**

MBE\*

WBE\*

DBE\*

DVBE\*

OBE\*

\* Listed for informational purposes only.

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



## CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: Alvarado Trunk Sewer, Phase III

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$260,187

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>Staheli Trenchless Consultants</u> Address: <u>90 Blue Ravine Road, #165</u> City: <u>Folsom</u> State: <u>CA</u> Zip: <u>95630</u> Phone: <u>(916) 294-0095</u>	Contractor	Trenchless Engineering	\$27,852	Not Applicable	Not Applicable
Name: <u>Teshima Design Group</u> Address: <u>9903 Businesspark Ave., Ste. 100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>(858) 693-1182</u>	Contractor	Landscape Architecture	\$2,854	ELBE/DBE/MBE	City of San Diego
Name: <u>Katz, Okitsu &amp; Associates</u> Address: <u>2251 San Diego Avenue, Ste. A-270</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>(619) 683-2933</u>	Contractor	Traffic Engineering	\$4,717	MBE	County of Los Angeles

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and 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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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

## CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: Mid City Pipeline Design, Phase II

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$1,653,200

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>V&amp;A Consulting Engineers, Inc.</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Deigo</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>(858) 576-0226</u>	Contractor	Corrosion Engineering	\$37,272	SBE DBE	SD County Water Authority/POLB CUCP
Name: <u>Teshima Design Group</u> Address: <u>9903 Businesspark Ave., Ste. 100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>(858) 693-1182</u>	Contractor	Landscape Architecture	\$21,650	ELBE/DBE/MBE	City of San Diego
Name: <u>Darnell &amp; Associates, Inc.</u> Address: <u>2870 Fourth Avenue, Suite A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>(619) 233-9373</u>	Contractor	Traffic Engineering	\$73,500	SLBE	City of San Diego

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and 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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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

## CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: Mid City Pipeline Design, Phase II

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$1,653,200

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>AirX Utility Surveyors, Inc.</u> Address: <u>2534 E. El Norte Parkway, Suite C</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>(760) 480-2347</u>	Contractor	Subsurface Utility Location Potholing	\$83,115	ELBE/SLBE WBE SB Micro	City of San Diego Caltrans The Network/ BIDSYNC
Name: <u>FPA Underground, Inc.</u> Address: <u>201 W Garvey Avenue, Suite 102</u> City: <u>Monterey Park</u> State: <u>CA</u> Zip: <u>91754</u> Phone: <u>(626) 372-1771</u>	Contractor	Tunneling	\$70,591	DBE SBE	LA Metro/CUCP LA Metro
Name: <u>Southland Geotechnical</u> Address: <u>1465 E. Lexington Avenue, Unit 7A</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>(619) 442-8022</u>	Contractor	Geotechnical Engineering	\$118,000	ELBE SMBE/SWBE/DBE	City of San Diego Caltrans

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and 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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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

## CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: Seismic Retrofit of Transmission Pipelines

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$377,036

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>ABSG Consulting, Inc.</u> Address: <u>300 Commerce, Suite 200</u> City: <u>Irvine</u> State: <u>CA</u> Zip: <u>92602</u> Phone: <u>(714) 734-4242</u>	Contractor	Operations Manual	\$75,106	Not Applicable	Not Applicable
Name: <u>V&amp;A Consulting Engineers, Inc.</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>(858) 576-0226</u>	Contractor	Corrosion Engineering	\$14,465	SBE DBE	SD County Water Authority/POLB CUCP
Name: <u>Katz, Okitsu &amp; Associates</u> Address: <u>2251 San Diego Avenue, Ste. A-270</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>(619) 683-2933</u>	Contractor	Traffic Engineering	\$20,633	MBE	County of Los Angeles

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and 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    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

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

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

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

**CONSULTANT PAST PARTICIPATION LIST**

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

NAME OF PROJECT: Alvarado Trunk Sewer, Phase III

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$260,187

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>1</sup>	WHERE CERTIFIED <sup>2</sup>
Name: <u>Staheli Trenchless Consultants</u> Address: <u>90 Blue Ravine Road, #165</u> City: <u>Folsom</u> State: <u>CA</u> Zip: <u>95630</u> Phone: <u>(916) 294-0095</u>	Contractor	Trenchless Engineering	\$27,852	Not Applicable	Not Applicable
Name: <u>Teshima Design Group</u> Address: <u>9903 Businesspark Ave., Ste. 100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>(858) 693-1182</u>	Contractor	Landscape Architecture	\$2,854	ELBE/DBE/MBE	City of San Diego
Name: <u>Katz, Okitsu &amp; Associates</u> Address: <u>2251 San Diego Avenue, Ste. A-270</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>(619) 683-2933</u>	Contractor	Traffic Engineering	\$4,717	MBE	County of Los Angeles

① As appropriate, Consultant shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and 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    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

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

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

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## CONSULTANT PAST PARTICIPATION LIST

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

NAME OF PROJECT: Alvarado Trunk Sewer, Phase III

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$260,187

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>Simon Wong Engineering</u> Address: <u>550 West C Street, Suite #1200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619) 831-4600</u>	Contractor	Structural	\$9,943	DBE	Not Applicable
Name: <u>Group Delta Consultants, Inc.</u> Address: <u>9245 Activity Road, Suite 103</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>(858) 536-1000</u>	Contractor	Geotechnical	\$45,162	Not Applicable	Not Applicable
Name: <u>Merkel &amp; Associates, Inc.</u> Address: <u>5434 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 560-5465</u>	Contractor	Environmental	\$11,094	SBE/WBE	State of California Supplier Clearinghouse

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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NAME OF PROJECT: Alvarado Trunk Sewer, Phase III

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$260,187

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Name: <u>Brian F. Smith &amp; Associates</u> Address: <u>14010 Poway Road, Suite A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(858)679-8218</u>	Contractor	Environmental	\$2,571	SBE	City of Long Beach
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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

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

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

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NAME OF PROJECT: Mid City Pipeline Design, Phase II

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$1,653,200

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>AirX Utility Surveyors, Inc.</u> Address: <u>2534 E. El Norte Parkway, Suite C</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>(760) 480-2347</u>	Contractor	Subsurface Utility Location Potholing	\$83,115	ELBE/SLBE WBE SB Micro	City of San Diego Caltrans The Network/ BIDSYNC
Name: <u>FPA Underground, Inc.</u> Address: <u>201 W Garvey Avenue, Suite 102</u> City: <u>Monterey Park</u> State: <u>CA</u> Zip: <u>91754</u> Phone: <u>(626) 372-1771</u>	Contractor	Tunneling	\$70,591	DBE SBE	LA Metro/CUCP LA Metro
Name: <u>Southland Geotechnical</u> Address: <u>1465 E. Lexington Avenue, Unit 7A</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>(619) 442-8022</u>	Contractor	Geotechnical Engineering	\$118,000	ELBE SMBE/SWBE/DBE	City of San Diego Caltrans

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

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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

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California Public Utilities Commission	CPUC	City of Los Angeles	LA
State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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NAME OF PROJECT: Mid City Pipeline Design, Phase II

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$1,653,200

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>V&amp;A Consulting Engineers, Inc.</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Deigo</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>(858) 576-0226</u>	Contractor	Corrosion Engineering	\$37,272	SBE DBE	SD County Water Authority/POLB CUCP
Name: <u>Teshima Design Group</u> Address: <u>9903 Businesspark Ave., Ste. 100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>(858) 693-1182</u>	Contractor	Landscape Architecture	\$21,650	ELBE/DBE/MBE	City of San Diego
Name: <u>Darnell &amp; Associates, Inc.</u> Address: <u>2870 Fourth Avenue, Suite A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>(619) 233-9373</u>	Contractor	Traffic Engineering	\$73,500	SLBE	City of San Diego

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NAME OF PROJECT: Mid City Pipeline Design, Phase II

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$1,653,200

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Name: <u>AD Hinshaw Associates</u> Address: <u>1246 Australia Street</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>(619) 258-8213</u>	Contractor	Environmental Engineering	\$62,249	ELBE/ MBE/DVBE	City of San Diego CA DGS
Name: <u>Vic Salazar Communications</u> Address: <u>2514 Jamacha Road #502-21</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>(619) 517-4744</u>	Contractor	Public Relations and Outreach	\$30,000	ELBE/SLBE DBE MBE/SBE	City of San Diego Caltrans CPUC/State of California
Name: <u>Moraes/Pham &amp; Associates</u> Address: <u>2131 Palomar Airport Road, #121</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92011</u> Phone: <u>(760) 431-7177</u>	Contractor	Electrical	\$32,210	ELBE/SLBE DBE/MBE	City of San Diego Caltrans

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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
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State of California's Department of General Services	CADoGS	U.S. Small Business Administration	SBA
State of California	CA		

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NAME OF PROJECT: Seismic Retrofit of Transmission Pipelines

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$377,036

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>ABSG Consulting, Inc.</u> Address: <u>300 Commerce, Suite 200</u> City: <u>Irvine</u> State: <u>CA</u> Zip: <u>92602</u> Phone: <u>(714) 734-4242</u>	Contractor	Operations Manual	\$75,106	Not Applicable	Not Applicable
Name: <u>V&amp;A Consulting Engineers, Inc.</u> Address: <u>11011 Via Frontera, Suite C</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>(858) 576-0226</u>	Contractor	Corrosion Engineering	\$14,465	SBE DBE	SD County Water Authority/POLB CUCP
Name: <u>Katz, Okitsu &amp; Associates</u> Address: <u>2251 San Diego Avenue, Ste. A-270</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>(619) 683-2933</u>	Contractor	Traffic Engineering	\$20,633	MBE	County of Los Angeles

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- |   |        |  |         |
|---|--------|--|---------|
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| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
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| California Public Utilities Commission               | CPUC   | City of Los Angeles                              | LA       |
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NAME OF PROJECT: Seismic Retrofit of Transmission Pipelines

TYPE OF PROJECT: Design

DOLLAR VALUE OF CONTRACT: \$377,036

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>c</sup>	WHERE CERTIFIED <sup>c</sup>
Name: <u>Ninyo &amp; Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 576-1000</u>	Contractor	Geotechnical Engineering	\$29,400	MBE	City of LA County of LA
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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

**PROJECT TITLE:** Design of Tecolote Canyon Trunk Sewer Improvements

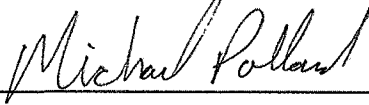
Contract No. H166567

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:

Psomas

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 Michael Pollard, PE  
Title Vice President  
Date January 19, 2016



DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego
2. Name of Specific Consultant & Company: Psomas
3. Address, City, State, ZIP: 3111 Camino Del Rio N., Suite 702 San Diego, CA 92108
4. Project Title (as shown on 1472, "Request for Council Action"): Design of Tecolote Canyon Trunk Sewer Improvements
5. Consultant Duties for Project: Water/Wastewater Engineering Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Blank lines for listing specific economic interests.

By: A. Palaseyro [Name/Title]\*

May 13, 2016 [Date]

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.

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COUNCIL POLICY**

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

**CITY OF SAN DIEGO**  
**Consultant Performance Evaluation**

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

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: _____ Phone: (____) _____		
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):	3b. Project Manager (address & phone):  Phone: (____) _____		
4. & 5. CONTRACT DATA (DESIGN PHASE OR CONSTRUCTION SUPPORT)			
<b>4. Design Phase</b>			
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:  % of Design Phase Completion _____ % _____ % 100% Agreed Delivery Date: _____ Actual Delivery Date: _____ Acceptance of Plans/Specs.: _____		Final Construction Est. Completion: _____ Actual Completion: _____
<b>5. Construction Support</b>			
5a. Contractor _____ <i>(name and address)</i>		Phone (____) _____	
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)	5d. Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ Unforeseen Conditions _____ % of const. cost \$ Changed Scope _____ % of const. cost \$ Changed Quantities _____ % of const. cost \$ Total Construction Cost \$ _____	
5e. Actual Working days _____ (number)			
6. OVERALL RATING FOR DESIGN PHASE OR FOR CONSTRUCTION SUPPORT			
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff	Excellent <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/>	Poor <input type="checkbox"/> <input type="checkbox"/>
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			

7a. Project Manager _____	Date _____
7b. Section Head _____	Date _____

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

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

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

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

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 of Tecolote Canyon Trunk Sewer Improvements (H166567)

**B. BIDDER/PROPOSER INFORMATION:**

Psomas

Legal Name	DBA		
3111 Camino Del Rio N., Suite 702, San Diego, CA 92108			
Street Address	City	State	Zip
Michael Pollard, PE, ENV SP	619.961.2800	619.961.2392	
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes       No

If **Yes**, use 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: 2 / 1 / 1974 State of incorporation: California

List corporation's current officers: President: Ryan McLean, CEO/President  
 Vice Pres: Michael Pollard, PE/Vice President  
 Secretary: Debra T. Lambeck



Treasurer: Loren L. Sokolow, CFO/Treasurer

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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

List names of all firm partners:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

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

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

Yes       No

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

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

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

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

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? **No**
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: Wells Fargo and Company

Point of Contact: Maria Quintanilla, Relationship Manager

Address: 350 West Colorado Boulevard, Suite 210, Pasadena, CA 91105

Phone Number: (213) 253-6864

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 La Mesa

Contact Name and Phone Number: Hamed Hashemian | 619.667.1153

Contact Email: hhashemian@ci.la-mesa.ca.us

Address: 8054 Allison Avenue, La Mesa, CA 91942

Contract Date: As-Needed Wastewater and Storm Drain Design Services Contract | 2010-Current

Contract Amount: \$1.5M over 5 year term

Requirements of Contract: Preparation of plans, specifications, construction cost estimates for sewer replacement projects, replacement / rehabilitation / realignment of CMP storm drains with drainage improvements and storm drain master plan.

Company Name: City of Brawley

Contact Name and Phone Number: Yazmin Arellano | 760.344.5800 Ext. 19

Contact Email: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Address: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

yazmin.arellano@city  
ofbrawley.com

2004

---

180 S. Western  
Avenue, Brawley, CA  
92227

\$570,000

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Requirements of Contract: Design for the replacement of 11,500 feet of water mains in and around K  
Street in southeast Brawley, and 4,310 feet of sewer in central Brawley.

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Company Name: San Diego Unified Port District

Contact Name and Phone Number: Linda Scott | 619.686.6249

Contact Email: \_\_\_\_\_

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2014-Ongoing - As-Needed Civil Engineering Services Contract

Contract Amount: NTE \$1.5M

Requirements of Contract: Civil engineering design, consultation and support services such as traffic engineering, surveying, and plan checking services on an as-needed basis.

#### 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.

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes  No  If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

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

Company Name: A.D. Hinshaw & Associates

Contact Name and Phone Number: Philip L. Hinshaw | 619.258.8213

Contact Email: philiphinshaw@cox.net

Address: P.O. Box 13200, El Cajon, CA 92022-3200

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Is the Subcontractor a certified ~~SLBE~~ ELBE, MBE, DBE, ~~QVBE~~ 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: Marum Partnership

Contact Name and Phone Number: Marian Marum | 619.992.9533

Contact Email: marian@marumpartnership.com

Address: 10680 Treena Street, Suite 100, San Diego, CA 92131

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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What portion of work will be assigned to this subcontractor: Landscape 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: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

**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 \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**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.**

Michael Pollard, PE, Vice President



January 18, 2016

Name and Title

Signature

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.

**Item C - Question 2**

Cliff Simental  
David Evans and Associates, Inc.  
4200 Concourses, Suite 200  
Ontario, CA 91764

Christina Anderson | Kathleen Brady | Joan Kelly  
BonTerra Consulting  
2 Executive Circle, Suite 175  
Irvine, CA 92614

Byron Tobey | Brett Barnett  
Harris & Associates  
1401 Willow Pass Road, Suite 500  
Concord, CA 94520

**Item F - Question 3**

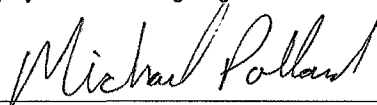
**Lawsuit Settlements which alleged breach of contract with a public entity in the last five years:**

Lexington Insurance Co., et al. v. Town of Mammoth Lakes, et al. - Ski area alleged damages due to a nearby tunnel collapse that occurred during a construction project. Resolved 2013. Mono County Superior Court.

Morris Lowe v. City of Lincoln, et al. - Bicyclist alleged injury due to design and construction of a sidewalk area. Resolved 2011. Placer County Superior Court.

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.

Michael Pollard, PE/Vice President



January 19, 2016

Print Name, Title

Signature

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.

J. Statement of Subcontractors - Continued

Mora Dow Consulting Gabriela  
Dow | 858.735.2922  
gabriela@moradowconsulting.com  
12406 Pomerado Place, San Diego, CA 92128  
Public Outreach  
Subcontractor is certified as follows: ELBE/SLBE/SMBE/SWBE/DBE and WMBE

TerraCosta Consulting Group  
Braven R. Smillie | 858.573.6900  
bsmillie@terracosta.com  
3890 Murphy Canyon Road, Suite 200, San Diego, CA 92123  
Geotechnical  
Subcontractor is certified as follows: SLBE / City of San Diego

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.

Michael Pollard, PE/Vice President  
\_\_\_\_\_  
Print Name, Title

*d; JJ/J*  
\_\_\_\_\_  
Signature

January 19, 2016  
\_\_\_\_\_  
Date

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

**COMPANY INFORMATION**

Company Name: Psomas Contact Name: Michael Pollard, PE  
 Company Address: 3111 Camino Del Rio N., Suite 702 Contact Phone: 619.961.2800  
 San Diego, CA 92108 Contact Email: mpollard@psomas.com

**CONTRACT INFORMATION**

Contract Title: Design of Tecolote Canyon Trunk Sewer Improvements Start Date:  
 Contract Number (if no number, state location): 14-0000 End Date:

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

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

NOTE: This form is to be filled out by the contractor. It is not a contract. It is a certification of compliance with the EBO. It is not a contract. It is a certification of compliance with the EBO.

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

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
- my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Michael Pollard, PE / Vice President Michael Pollard 1/19/2016  
 Name/Title of Signatory Signature Date

**FOR OFFICIAL CITY USE ONLY**

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



**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**

Has no employees.

Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify



For additional information, contact:

**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**

202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

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Michael Pollard, PE / Vice President

1/19/2016

Name/Title of Signatory

Signature

Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:

EBO Analyst:

Approved

Not Approved – Reason:

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

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

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

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

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

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

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

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

Psomas

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Name of Firm

*Michael Pollard*

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Signature of Authorized Representative

Michael Pollard, PE / Vice President

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Printed/Typed Name

January 19, 2016

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Date

**CONSULTANT CERTIFICATION**

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

**PROJECT TITLE:** Design of Tecolote Canyon Trunk Sewer Improvements (H166567)

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;

Psomas

(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 Michael Pollard, PE

Title Vice President