

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
KEH & ASSOCIATES, INC.
FOR
DESIGN OF ALVARADO TRUNK SEWER PHASE IV
CONTRACT NUMBER: H166602**

DOCUMENT NO. 00 20729
FILED SEP 27 2016
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

ARTICLE I DESIGN PROFESSIONAL SERVICES

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

ARTICLE II DURATION OF AGREEMENT

2.1	Term of Agreement	2
2.2	Time of Essence	3
2.3	Notification of Delay	3
2.4	Delay.....	3
2.5	City's Right to Suspend for Convenience.....	3
2.6	City's Right to Terminate for Convenience	3
2.7	City's Right to Terminate for Default.....	4

ARTICLE III COMPENSATION

3.1	Amount of Compensation	4
3.2	Additional Services	6
3.3	Manner of Payment	6
3.4	Additional Costs	6
3.5	Eighty Percent Notification.....	7

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

4.1	Industry Standards	7
4.2	Right to Audit.	7
4.3	Insurance.....	8
4.4	Subcontractors.....	11
4.5	Contract Records and Reports.	12
4.6	Non-Discrimination Requirements.	12
4.7	Drug-Free Workplace	13
4.8	Title 24/Americans with Disabilities Act Requirements	13
4.9	Product Endorsement	14
4.10	Conflict of Interest.....	14
4.11	Mandatory Assistance.....	15
4.12	Compensation for Mandatory Assistance.....	15

4.13	Attorney Fees related to Mandatory Assistance	15
4.14	Energy Conservation Specifications	15
4.15	Notification of Increased Construction Cost	16
4.16	Sustainable Building Policy.....	16
4.17	Design-Build Competition Eligibility	16
4.18	Storm Water Management Discharge Control	16
4.19	ADA Certification	17
4.20	Prevailing Wage Rates	17

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification.....	20
6.2	Design Professional Services Indemnification and Defense	20
6.3	Insurance	20
6.4	Enforcement Costs	20

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	20
7.2	Mandatory Mediation Costs	20
7.3	Selection of Mediator	21
7.4	Conduct of Mediation Sessions	21

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire	21
8.2.	Rights in Data	22
8.3	Intellectual Property Rights Assignment	22
8.4	Moral Rights	22
8.5	Subcontracting	22
8.6	Publication Design.....	22
8.7	Intellectual Property Warranty and Indemnification	22
8.8	Enforcement Costs	23

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices.....	23
9.2	Headings	23
9.3	Non-Assignment	23

9.4	Independent Contractors	23
9.5	Design Professional and Subcontractor Principals for Professional Services	23
9.6	Additional Design Professionals or Contractors	24
9.7	Employment of City Staff	24
9.8	Covenants and Conditions	24
9.9	Compliance with Controlling Law	24
9.10	Jurisdiction.....	24
9.11	Successors in Interest	24
9.12	Integration	24
9.13	Counterparts	25
9.14	No Waiver	25
9.15	Severability.....	25
9.16	Municipal Powers	25
9.17	Drafting Ambiguities	25
9.18	Conflicts Between Terms	25
9.19	Design Professional Evaluation	25
9.20	Exhibits Incorporated.	25
9.21	Survival of Obligations.....	25
9.22	Contractor Standards.	26
9.23	Equal Benefits Ordinance	26
9.24	Public Records	26

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 KEH & ASSOCIATES, INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and KEH & Associates, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Alvarado Trunk Sewer Phase IV (H166602) [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 May 07, 2023; whichever is the earliest.

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 \$4,019,358. The compensation for the Scope of Services shall not exceed \$3,819,358, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$200,000.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

PHASED FUNDING SCHEDULE			
<u>Funding Phases</u>	<u>Phase Description</u>	<u>Dates</u>	<u>Total Not to Exceed Amount</u>
A	Work to be completed in Phase A shall include: Pre-Design Phase, 30% Design, and 60% Design (Existing Condition Evaluation, Field Investigation and Surveying)	From date of execution of Agreement through 6/30/2017	\$2,000,000
B	Work to be completed in Phase B shall include: 100% Design (Draft Specification and Estimate), Environmental Studies and Permits, Temporary Construction Easement	From 7/1/2017 through 6/30/2018	\$1,019,358
C	Work to be completed in Phase C shall include: Final Design (Final Plans, Specification and Estimate)	From 7/1/2018 through 6/30/2019	\$500,000
D	Work to be completed in Phase D shall include: Bidding and Construction Phase	From 7/1/2019 through completion of the Agreement	\$500,000
Total			\$4,019,358

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase A funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

<u>Funding Phases</u>	<u>Fixed Amount</u>	<u>Not to Exceed Amount for Additional Services</u>	<u>Total Not to Exceed Amount</u>
A	\$1,900,000	\$100,000	\$2,000,000
B	\$969,358	\$50,000	\$1,019,358
C	\$475,000	\$25,000	\$500,000
D	\$475,000	\$25,000	\$500,000
Total	3,819,358	\$200,000	\$4,019,358

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.

4.3.1.5 Aircraft Liability. Consultant shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

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.

4.3.4.4 Aircraft Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Aircraft 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 Consultant's insurance and shall not contribute to it.

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.prismscompliance.com/etc/vendortutorials.htm>

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations,

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

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

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

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

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

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

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their

positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

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

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

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a

cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

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

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

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

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

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

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

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

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

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

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

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

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

per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

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

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

4.20.6. Required Provisions for Subcontracts. Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

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

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

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

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

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

**ARTICLE VII
MEDIATION**

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

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

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

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

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

8.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

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

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

8.7 Intellectual Property Warranty and Indemnification. Design Professional represents and warrants that any materials or deliverables, including all Deliverable

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Works Department, c/o Sheila Gamueda, MS 908A, 525 B Street, Suite 750, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: KEH & Associates, Inc., 570 Rancheros Drive, Suite 200, San Marcos, CA 92069.

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

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

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

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

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

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

9.12 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms

or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

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

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

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

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

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

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

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

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

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

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

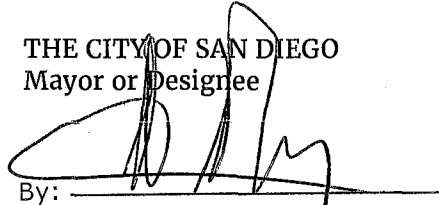
9.24 Public Records. This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance No. O-20729, authorizing such execution, and by the Design Professional pursuant to KEH & Associates Company's signature authority document.

Dated this 5th day of NOVEMBER, 2016.

THE CITY OF SAN DIEGO
Mayor or Designee



By: _____
Albert P. Recharny
Deputy Director
Public Works Contracts

I HEREBY CERTIFY I can legally bind KEH & Associates, Inc. and that I have read all of this Agreement, this 6th day of June, 2016.

By Ray Fakhoury
Ray Fakhoury, P.E.
Principal

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of November, 2016.

JAN I. GOLDSMITH, City Attorney

By Jedediah De Jesus, Jr.
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES DESIGN OF ALVARADO TRUNK SEWER PHASE IV PROJECT

The Scope of Services defines the extent of KEH & Associates Inc. [KEH or Prime Consultant] services necessary to complete the required work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support of Alvarado Trunk Sewer Phase IV herein referred to as the PROJECT. The City of San Diego [City] estimates a period of 35 months to complete the Design Phase, 6 months to complete the Advertise, Bid, and Award Phase, and 30 months to complete the Construction Phase for Alvarado Trunk Phase IV.

PROJECT DESCRIPTION

The PROJECT begins in the City of La Mesa and runs along the I-8 corridor. It extends west along Alvarado Road and then turns southwest into Alvarado Court and back to Alvarado Road. It then passes through College Avenue and traverses the I-8 freeway and enters Alvarado Canyon. It continues west along a private road passing through Adobe Falls Road and crosses Waring Road, Mission Gorge Place, and Mission Gorge Road, and then turns north on Fairmount Avenue. It continues north and finally ends at San Diego Mission. It is located in Council Districts 7 & 9, within the Navajo and College community areas.

The work is proposed to be new pipeline alignment using the open trench construction method and either microtunneling and/or pipe bursting where open trenching is not possible, or more cost effective. The work is within City-owned easements and the right-of-way within both the Navajo and College Area Community Plan areas and will also require easement acquisition. Alvarado Trunk Sewer Phase IV involves upsizing 1,974 LF of 21-inch to 27-inch pipe, 2,815 LF of 21 and 27-inch to 30-inch pipe, 6,773 LF of 24, 27, 30 and 33-inch to 36-inch pipe, 275 LF of 30-inch to 39-inch pipe, 1,777LF of 30-inch to 42-inch pipe, and installing 2,885 LF of new 30-inch pipes along Alvarado Road and abandoning 3,244 LF of 27-inch and 30-inch pipes within the Alvarado Hospital Medical Center.

Alvarado Trunk Sewer Phase IV is funded with State Water Resources Control Board SRF Loan. The planned services of the project shall include the following Tasks:

Task 1 – Preliminary Design

1.1 Survey

EXHIBIT A

Provide aerial and field surveying for the entire 3.5 mile proposed alignment for the Alvarado Trunk Sewer Replacement Project in accordance with the City of San Diego Standards and Requirements, the latest approved Greenbook and Whitebook [City standards and requirements].

Aerial Topographic Survey

The corridor will be flown and photographed to provide a 1"= 40' scale, 1' contour base map per photogrammetric methods. The limits of the aerial mapping will include a corridor covering the primary and secondary segment alignments totaling approximately 3.5 miles long and approximately 200' wide.

The aerial photography will be controlled by establishing twenty-one survey pre-marked targets established along the corridor. The survey targets will be surveyed in the proper horizontal and vertical control per San Diego County Standards Specification for Aerial Surveying and Topographic Mapping.

The aerial topographic survey work for this project will be completed within 45 calendar days. All base survey maps will be provided in Microstation and in accordance with all City standards and requirements.

Topographic Survey

Supplemental field surveys will be performed to capture the visible existing utilities along the corridor (manholes, valves, inlets, pedestals, street lights, etc.). This will include measuring the depth and approximate direction of the sewer and storm drain systems.

1.2 Utility Research

Conduct a comprehensive wet and dry utilities research along the proposed sewer alignment. Compile a list of all utility companies contact information, and information received from these companies. Prepare existing utilities record / as-built requests correspondence, maps, and Exhibits necessary to obtain existing utilities information.

1.3 Field Visits

Perform as necessary field visits along the proposed alignments to review field conditions versus utility and as-built drawings collected from record / as-built provided to KEH by the City, and from information gathered in Task 1.2. Take project photos and field measurement as necessary to document field conditions.

1.4 Alignment Evaluation – Alvarado Road Segment

Based on the information mentioned in Tasks 1.2, and 1.3, KEH will conduct an alignment evaluation for the Alvarado Road sewer segment from the DZ Akins Restaurant lot to the connection point with the Alvarado Sewer III in the San Diego State University Lot A. This evaluation will also define the location of College Avenue trenchless crossing per some initial discussions with CALTRANS and the trenchless evaluation identified in Task 1.7.

1.5 Alignment Evaluation – Adobe Falls Road Segment

Based on the Information mentioned in Tasks 1.2 and 1.3, KEH will evaluate alternative alignments in accordance with KEH’s proposal from the Smoke Tree Community to the end point of the sewer at Fairmount Avenue and Twain Avenue. This evaluation will also define the location of Waring Road trenchless crossing per initial discussions with CALTRANS and the trenchless evaluation identified in Task 1.6.

1.6 Preliminary Trenchless Evaluation

KEH will perform a preliminary Trenchless technologies methods evaluation for the three assumed locations (College Avenue, Waring Road, a third location either across Mission Gorge Road, near the Alvarado Hospital). This is a preliminary evaluation which will involve a discussion on the appropriate method of trenchless construction which may include microtunneling and horizontal auger boring, location of pits, size of pits, and associated work areas. This will include a review of the geotechnical investigation plan.

Prepare an engineer’s opinion of estimated cost of construction for trenchless work with an estimate commensurate with the preliminary design using major costs elements and recent bid prices for similar work. This is not a bottoms-up cost estimate with the framework used to develop a bottoms-up estimate in final design.

1.7 Preliminary Design Workshops

During the preliminary design phase, KEH shall conduct one 8-hour review workshop with City staff to discuss the work completed in the preliminary design phase for Tasks 1.3 to 1.7. KEH will prepare workshop agenda, exhibits, materials, etc. The workshop will be held at City offices. It is anticipated that the workshop will be conducted after approximately 40 days from NTP.

1.8 Draft Basis of Design Report

Based on the information compiled in Tasks 1.2 to 1.6, prepare a comprehensive basis of Design Report (BODR) that fully defines the project requirements for the 30% design phase.

Deliverables:

- Ten (10) hard copies of the draft BODR.

1.9 Final Basis of Design Report

EXHIBIT A

Respond to the City comments on the draft BODR. Update and Finalize the draft BODR based on agreed upon comments received from the City.

Deliverables:

- Ten (10) hard copies of the Final BODR and one electronic copy of the final BODR in PDF format.

Task 2 – Design

KEH shall provide the following Design submittals: 30% Design, 60% Design, 100% Design, and Final Design. All design submittals shall be in accordance with the latest approved Greenbook, Whitebook, City of San Diego Standard Drawings, and Standards, DOJ's ADA Standards for Accessible Design, current City of San Diego CADD guidelines, California MUTCD, and any other applicable and accepted codes used in the City of San Diego. Design shall also comply with Chapter 4, Article 3, Division 3 of the City of San Diego Municipal Code, Storm Water Management Discharge Control.

Task 2.1 – 30% Design Submittal

KEH shall submit 30 percent level design drawings for City review and approval within 83 working days (3.8 months) after the completion of survey and the City of San Diego shall have 33 working days (1.5 month) to review the 30% Design Submittal package.

Deliverables:

- 30% Level Design Drawings – 5 sets of half sized and 10 sets full sized plans
- Digital file submittal for QA/QC review
- Public Utilities Department [PUD] submittal package
- 30% Construction Cost Estimate
- Traffic control staging concepts and ADT research

Task 2.2 – 60% Design Submittal

KEH will advance the 30% design to 60% design level, and will incorporate agreed upon City comments from the 30% submittal review. KEH shall submit the 60% Design Submittal within 66 working days (3 months) after the 30% Design Review comments are received and the City of San Diego shall have 33 working days (1.5 month) to review the 60% Design Submittal package.

Deliverables:

- 60% Level Design Drawings – 5 sets of half sized and 10 sets of full sized plans

EXHIBIT A

- ADA Improvement Sheets (with special detailed design for curb ramps at specific identified intersections)
- Abandonment, paving, traffic, revegetation plans, etc.
- Design calculations for proposed improvements
- Written responses to the City's 30% design review comments
- Draft Project Specific Technical Specifications in Greenbook format
- Public Utilities Department (PUD) submittal package
- Updated 30% Construction Cost Estimate
- Easement drawing and legal descriptions
- Biology & Environmental Studies
- 511 Submittal Package
- City of San Diego Development Services Department [DSD] Environmental Site Development Permit submittal package and CEQA Plus submittal package shall be submitted to DSD at the beginning of 100% Design
- Applicable permit applications , if any shall be submitted to DSD at the beginning of 100% Design

Task 2.3 – 100% Design Submittal

KEH shall advance the 60% Design to 100% Design level and shall incorporate agreed upon City comments from the 60% submittal review. KEH shall submit the 100% Design Submittal within 44 working days (2 months) after the 60% Design Review comments are received and the City of San Diego shall have 33 working days (1.5 month) to review the 100% Design Submittal package. The 100% Design will consist of fully complete plans, specifications, including all details, notes and all aspects are considered at 100% design complete. The City will provide comments on the 100% design submittal to be incorporated in the final design. KEH shall submit to DSD for environmental review at the start of 100% Design. All other permit applications must also be submitted at the beginning of 100% Design.

Deliverables:

- 100% Level Design Drawings – 5 sets of half sized and 25 sets of full sized plans
- Revised design calculations (if applicable)
- Written responses to the City's 60% design review comments
- Specifications in Greenbook format, submittal of first Master markup (using the City's latest boilerplates)
- Master bid list with all applicable sections and appendices
- Updated 60% Construction Cost Estimate
- QA/QC submittal package
- Public Utilities Department (PUD) submittal package
- Field Constructability review submittal package
- DSD Environmental Site Development Permit submittal package
- Applicable permit applications requiring 100% design plans
- 10 copies of additional specification Master Markups for the City Wide Plan Check Process

Task 2.4 – Final Design Submittal

Final Design submittal is considered fully completed in all aspects and considered bid ready. Design Consultant shall incorporate City review comments from the 100% submittal. KEH shall submit the Final Design Submittal within 40 working days (1.8 months) after the 100% Design Review comments are received and the City of San Diego shall have 90 working days (4 months) to review the Final Design Submittal package. The Final Design has extended duration due to the required environmental clearances for this project. KEH shall submit the final deliverables consisting of design plans, specifications and cost estimate. All KEH’s in-house review comments and all City review comments and open issues shall be addressed and resolved prior to submittal of these documents to the City Project Manager. KEH shall provide one set of reproducible Mylar drawings and one electronic media in Microstation format in accordance with City of San Diego CADD Guidelines, and complete electronic file sets of the final specifications in MS Word processing software format.

Deliverables:

- Final Design Drawings
 - 1 reproducible Mylar
 - 5 sets of half size and 5 sets full size plans
 - 1 electronic copy in Microstation format in accordance with the CADD Guidelines
- Written responses to the City's 100% design review comments and all open issues resolved
- Final Specifications Master markup
 - One (1) electronic copy in Microsoft WORD format
 - 5 sets of copies
- Final Construction Cost Estimate in electronic PDF format
- Sequence and Schedule of Construction
- All required permits

The following is a list of estimated design drawings.

Sheet Number	Drawing	Sheet Title
1	G-1	Cover Sheet, Contractor Responsibilities, Abbreviations Field Data, Legend, etc.
2	G-2	Drawings Index / Limits of Work
3	G-2	Key Map
4	G-4	Sewer and Construction Notes
5	G-5	Coordinates and Control
6	C-1	Plan and Profile - Alvarado Road
7	C-2	Plan and Profile - Alvarado Road
8	C-3	Plan and Profile - Alvarado Road
9	C-4	Plan and Profile - Alvarado Road
10	C-5	Plan and Profile - Alvarado Road
11	C-6	Plan and Profile - Alvarado Road
12	C-7	Plan and Profile - Alvarado Road
13	C-8	Plan and Profile - Alvarado Road

EXHIBIT A

14	C-9	Plan and Profile - Alvarado Road
15	C-10	Plan and Profile - Adobe Falls Road
16	C-11	Plan and Profile - Adobe Falls Road
17	C-12	Plan and Profile - Adobe Falls Road
18	C-13	Plan and Profile - Adobe Falls Road
19	C-14	Plan and Profile - Adobe Falls Road
20	C-15	Plan and Profile - Adobe Falls Road
21	C-16	Plan and Profile - Adobe Falls Road
22	C-17	Plan and Profile - Adobe Falls Road
23	C-18	Plan and Profile - Adobe Falls Road
24	C-19	Plan and Profile - Mission Gorge Place
25	C-20	Plan and Profile - Mission Gorge Place
26	C-21	Plan and Profile - Mission Gorge Place
27	C-22	Plan and Profile - Mission Gorge Road
28	C-23	Plan and Profile - Twain Avenue
29	C-24	Plan and Profile - Twain Avenue
30	C-25	Abandonment of Alvarado Sewer Section
31	C-26	Abandonment of Alvarado Sewer Section
32	C-27	Abandonment of Alvarado Sewer Section
33	C-28	Abandonment of Alvarado Sewer Section
34	C-29	Trenchless Plans, Sections and Details
35	C-30	Trenchless Plans, Sections and Details
36	C-31	Trenchless Plans, Sections and Details
37	C-32	Resurfacing Plans
38	C-33	Resurfacing Plans
39	C-34	Resurfacing Plans
40	C-35	Resurfacing Plans
41	C-36	Resurfacing Plans
42	C-37	Resurfacing Plans
43	C-38	Curb Ramps - ADA
44	C-39	Curb Ramps - ADA
45	C-40	Curb Ramps - ADA
46	C-41	Curb Ramps - ADA
47	C-42	Storm Water Pollution Plan
48	C-43	Storm Water Pollution Plan
49	C-44	Storm Water Pollution Plan
50	C-45	Storm Water Pollution Plan
51	C-46	Bypass Plan
52	C-47	Bypass Plan
53	C-48	Bypass Plan
54	C-49	Bypass Plan
55	C-50	Bypass Plan Details
56	C-51	Civil Details
57	C-52	Civil Details
58	C-53	Civil Details
59	C-54	Civil Details
60	L-1	Revegetation Plan
61	L-2	Revegetation Plan

62
63-123

L-3
T-1 to T-60

Revegetation Details
Traffic Control Plans

Task 2.5 – Specifications

KEH will prepare all necessary project technical specifications and will submit and update these specifications at the 60%, 100%, and Final Design Submittals. All technical specifications will be prepared in Green Book format and in accordance with City standards and requirements. KEH will also review and mark up City provided boilerplate specifications.

Deliverables:

- In accordance with the requirements in Tasks 2.1 to 2.4 deliverables.

Task 2.6 - Geotechnical Investigation

2.6.1 - Field Reconnaissance, Planning, Permitting and Utility Clearance

This task includes the performance of several subtasks/services in preparation of the field exploration program, as follows:

- Perform a field reconnaissance to select suitable locations for the exploratory soil borings.
- Prepare a boring location map for review and approval by KEH and the City.
- Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- Obtain encroachment and traffic control permits from the City of San Diego.
- Obtain soil boring permits from the County of San Diego Department of Environmental Health Services (DEHS).

Task 2.6.2 - Field Exploration Program

The scope of this investigation will include the performance of the following tasks.

- The advancement of thirty (30) borings to depths on the order of 25 to 30 feet below the existing ground surface (bgs) along the project alignment;
- The advancement of six (6) borings to depths on the order of 35 to 50 feet bgs at proposed trenchless construction locations;

EXHIBIT A

- Conversion of five of the borings to 2-inch diameter monitoring wells;
- Collection of soil and groundwater samples from the borings for analytical testing based on the results of Phase I ESA study and preliminary screening with an Organic Vapor Meter (OVM);
- Groundwater sampling following completion of the monitoring well construction; and
- Quarterly groundwater level monitoring for a period of not more than one year following completion of the monitoring well construction.

The borings will be advanced using conventional hollow-stem auger drilling method to the target depth or less if drilling refusal on bedrock, hard cemented zones or large cobbles/rock is encountered. In the event that drilling refusal is encountered in the borings performed for trenchless construction, depending on the nature of the refusal, the borings will be extended using HQ rock coring methods, air- or mud-rotary drilling methods to their target depths.

The field investigation will be performed under the direction of an experienced field geologist or engineer from our firm. The soil materials encountered in the borings will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using an OVM. In addition, loose bulk samples will also be collected from each borehole.

Rock cores will be taken in 5-foot runs. Each core run will be visually logged and photographed prior to placement in wooden core boxes for storage and transportation to the laboratory. Information on the photographs will include the boring identification number, run number, depth interval, percent recovery, and rock quality designation (RQD) index.

Upon completion of the field exploration activities, the borings will be backfilled with bentonite chips and or slurry. Borings that are located in the paved public right-of-way will be repaired with hot mix asphaltic- concrete (A.C.) to match the adjacent pavement surface. The work area will be cleaned and any excess soil will be removed for offsite disposal.

Task 2.6.3 - Geotechnical Laboratory Testing

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

- In-place Moisture Content (ASTM D2216);
- Moisture Content and Dry Density (ASTM D2937);
- Wet Sieve Analysis (ASTM D422);

EXHIBIT A

- Atterberg Limits (ASTM D4318);
- Compaction (ASTM D1557);
- Consolidation (ASTM D2435);
- Direct Shear (ASTM D3080);
- Expansion Index (ASTM D4829);
- Unconfined Compression Test (UCS); and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

Analytical/chemical testing will be performed on selected soil and water samples based on the results of the Phase I ESA study and preliminary screening with the OVM. The testing program is anticipated to include the following:

- Total Petroleum Hydrocarbon as Gasoline, BTXE and MTBE (EPA 8015 & 8021);
- Oil and Grease Compounds (EPA 1664);
- Title 22 Metals (TTL);
- Title 22 Metals (STLC); and
- Hexavalent Chromium.

It is noted that testing for soluble heavy metal concentrations will only be performed on soil samples with total metal concentrations which exceed the TTL values and/or more than ten times the STLC values set by the U.S. Environmental Protection Agency. KEH has assumed that a total of four (4) samples will require STLC testing. It must be noted that this estimated quantity may be subject to variation depending on the actual number of samples which exceed the threshold limits.

Task 2.6.4 - Engineering Analysis and Report Preparation

KEH will analyze the field and laboratory test data, and prepare a written report to present a summary of our findings, including the final field and laboratory test results, along with our opinions and recommendations. The report will address the following issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil excavation characteristics;
- Allowable soil bearing capacity and earth pressures;
- Modulus of subgrade reaction;
- Soil settlement characteristics;
- Soil corrosivity characteristics;
- General construction-related considerations, including trench backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable;
- Characterization of the limits and potential impact of the hazardous material, if any, beneath the preferred project alignment;

- Provide general discussion regarding the potential risks to human health posed by any chemical hazards that are identified;
- Recommendations for options to mitigate the risks (if applicable); and

EXHIBIT A

- Provide recommendations to obtain additional data in the event that the information gathered from the investigation is insufficient to make an adequate evaluation of the limits and adverse impacts of the identified hazards.

Deliverables:

- One (1) electronic copy of the Draft Report; and one electronic and ten (10) hard copies of the Final Report.

Task 2.7 – Phase I Environmental Assessment

In order to evaluate the potential for impacts from the presence of hazardous materials along or in the vicinity of the project alignment, KEH shall conduct a Phase I Environmental Site Assessment (Phase I ESA) study. The Phase I ESA study will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice E1527 - 13 and E2600 - 10, and will include the following tasks:

Task 2.7.1 - Information Review

KEH will review publicly available records/files maintained by the State Water Resources Control Board (SWRCB) and the County of San Diego Department of Environmental Health Services (DEHS) which are available on the State of California GeoTracker website for information pertaining to unauthorized releases along the project alignment corridor and its immediate vicinity

In addition, KEH will retain the services of Environmental Data Resources, Inc. (EDR), an independent database search company, to perform a search of pertinent Federal, State and local regulatory agency database records. The EDR report also includes historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs and topographic maps. For the purpose of this project, the database search will be limited to a 2,000-foot wide corridor along the project alignment corridor.

Task 2.7.2 - Site Reconnaissance

This task involves the performance of a visual reconnaissance of the project alignment to observe current conditions and activities along the project alignment corridor and adjoining properties. Visual indicators of the use or storage of hazardous materials/wastes and potential contamination, such as soil stains, surface spills, stressed vegetation, or other evidence of potential hazardous materials-related conditions will be evaluated and recorded. It must be noted that this task does not include the collection of soil and/or groundwater samples for analytical (chemical) testing.

Task 2.7.3 - Data Analysis and Reporting

The information obtained from KEH data review and site reconnaissance will be compiled and evaluated, and presented in a written report. The report will address the presence of hazardous waste

EXHIBIT A

Contamination sources on or in the immediate site vicinity that could pose a potential hazard to the proposed project alignment. The report will include all technical data gathered during the course of our study and our preliminary findings and recommendations for further investigation, if applicable, in areas where the presence of contaminated soil or groundwater conditions may exist.

Deliverables:

- One (1) electronic copy of the Draft Report; and one electronic and ten (10) hard copies of the Final Report.

Task 2.8 – Geotechnical Basis Report

KEH shall prepare a Geotechnical Basis Report (GBR) for all trenchless work involved with the project. The GBR will be based on the geotechnical investigation completed in Task 2.6 and will outline all potential risks associated with the trenchless work in order for the future contractor to take this into consideration during the bid phase of the project.

Deliverables:

- One (1) electronic copy of the Draft Report; and one electronic and ten (10) hard copies of the Final Report.

Task 2.9 – Utility Potholing

KEH shall perform utility locating and potholing along 3.5 miles of sewer alignment as follows:

- A total of 30 utility potholes along the proposed Alvarado Trunk Sewer alignment. It is assumed that Potholes would be at depths ranging from 15 to 20 feet and will be located within the right of way of streets, including Alvarado Road, Adobe Falls Road, Mission Gorge Place, Mission Gorge Road, and Fairmount Avenue, etc., all located in the City of San Diego.
- KEH will obtain all Traffic control permits from the City of San Diego and pay for all permits.
- KEH will prepare a detailed utility pothole report with maps, figures, and Photos.

Any additional potholes required above the 30 pothole estimate listed in Task 2.9, will be addressed from Task 10 – Additional Services based on approval from the City's project manager.

Deliverables:

- One electronic copy of potholing report in PDF format.

Task 2.10 – Construction Cost Estimate

EXHIBIT A

KEH shall prepare a construction cost estimate for the project at the 30% design submittal in accordance with the City's construction cost estimating standards and requirements. Update the 30% design submittal construction cost estimate at 60%, 100%, and final submittals

Deliverables:

- One electronic copy of construction cost estimate and Basis of cost estimate memorandum at 30%, 60%, 100%, and Final.

Task 3 – Environmental and Permitting Support Services

Based upon the results of the preliminary engineering studies and alignment evaluation, KEH shall provide the necessary support services for processing the project for the following: CEQA Mitigated Negative Declaration, Site Development Permit, Resource Agency Permits (ACOE, CDFW, RQWCB), CEQA Plus, SWRCB SRF Loan Application. The scope of work for this effort is described in Tasks 3.1 to 3.6 below.

Task 3.1 – Engineering Environmental Support

KEH will provide necessary engineering support for the environmental compliance phase of the project and the preparation of the project's Mitigated Negative Declaration (MND) document.

Task 3.2 – Permitting Support & Coordination

This task includes the permitting support, coordination, and processing of permits for the completion of this project. It is assumed that permitting will be required from the following entities.

- City Development Services Department (DSD)
- California Department of Transportation (CALTRANS)
- Metropolitan Transit System / District (MTS/ MTDB)
- Environmental permits required by the MND.
- Department of Health Services (DHS)
- CALOSHA Department of Mining and Tunneling

Task 3.3 – Environmental CEQA Plus Studies and Documents

3.3.1 Initial Environmental Studies

HELIX Environmental (Helix) as a subconsultant to KEH will prepare the following technical studies to provide initial constraints information to assist in the design of the trunk sewer as well as provide the impact and mitigation analysis needed to support the Mitigated Negative Declaration and permitting.

3.3.1.1 Air Quality

HELIX will quantify, to the extent practicable, construction emissions associated with the project using the California Emissions Estimator Model (CalEEMod) Version 2013.2.2, based on available project-specific information. The analysis will include combustion emissions related to heavy-duty equipment operations, fugitive emissions related to site preparation and earth-moving activities, and mobile source emissions related to worker and truck trips. Because the project is located in an area that is designated as non-attainment or maintenance for one or more criteria pollutants, the project is subject to a State Implementation Plan (SIP) conformity determination. As such, annual criteria pollutant emissions will be presented in Section IV.1 of the State Water Resources Control Board (SWRCB) Financial Assistance Application for comparison with the applicable levels.

3.3.1.2 Biological Resources.

HELIX will prepare a Biological Technical Report (BTR) for the proposed trunk sewer in accordance with the City's Biology Guidelines. Prior to conducting field work for the project, a literature review and database search for known sensitive biological resources within and adjacent to the pipeline alignment will be conducted, including past biological studies prepared by HELIX for storm water maintenance within the study area. Following the literature review and database search, the entire pipeline route will be surveyed to map vegetation communities/habitat types, and conduct a habitat assessment for sensitive species with potential to occur on and/or adjacent to the pipeline alignment. The locations of any sensitive plant and animal species incidentally observed during the survey will be recorded. Protocol surveys are not included. Biological resources will be mapped within a 200-foot corridor centered on the proposed pipeline alignment. The field survey work will also include a jurisdictional delineation of creek crossings to determine the extent of jurisdictional habitat that would be regulated by state and federal agencies, in addition to the City, to help define the wetland permits and approvals required to construct the pipeline. The assessment of sensitive species habitat and jurisdictional wetlands will be shared with the project team to evaluate whether the alignment of the pipeline can be adjusted to avoid and minimize sensitive resources and reduce compensatory mitigation requirements.

Once the final alignment of the pipeline is determined by the project team, the BTR will be prepared to summarize the results of the database review and fieldwork, and also analyze project impacts in accordance with City requirements. The BTR will include conceptual mitigation measures to compensate for impacts which may occur to sensitive biological resources (e.g. wetlands associated with creek crossings).

This task assumes one round of revisions to respond to comments from the City and KEH, and one round of revisions to respond to comments from federal agencies with jurisdiction over the project.

3.3.1.3 Cultural Resources

HELIX will conduct a literature review and field survey of the pipeline alignment. The work will begin with a records search from the South Coastal Information Center to identify any known historic and

EXHIBIT A

prehistoric resources that may occur along the proposed pipeline alignment. HELIX will also request a Sacred Lands File search from the Native American Heritage Commission (NAHC) to identify Native American groups who might be interested in the project. HELIX will contact interested Native American groups who are identified by the NAHC. Any past resource studies that may have occurred along the pipeline route will also be reviewed.

HELIX will conduct a reconnaissance along the entire pipeline alignment, including access and staging areas, to identify historic and prehistoric cultural resources.

The results of the literature review, Native American outreach, and field survey will be summarized in a report prepared in accordance with the City's Historical Resource Guidelines (HRG). The report will include a project description, cultural setting, methods, results of the records search, survey results, coordination with local Native American tribes, and recommendations for further cultural resource management (if necessary).

This task assumes one round of revisions to respond to comments from the City and KEH, and one round of revisions to respond to comments from federal agencies with jurisdiction over the project. It is assumed that the City's DSD will be responsible for satisfying the requirements of AB 52. Furthermore, detailed assessment, testing, or collection of cultural resources are not included in this scope of work.

3.3.1.4 Noise.

HELIX will provide a Construction Noise Impact Assessment. HELIX will take 24-hour noise measurements at two locations (SE corner of College and I-5 and Adobe Falls [areas]) along the alignment where sensitive wildlife habitat is anticipated. Based on information provided by the City and KEH regarding likely equipment to be used, HELIX will estimate noise generated by typical combinations of equipment working together and identify the limits of the 60 dBA contour normally used as a threshold for determining breeding bird impacts. Based on the relationship of the 60 dBA contour to sensitive breeding bird habitat, HELIX will evaluate the potential for construction to adversely impact bird breeding behavior. Should impacts be identified, HELIX will provide a general discussion of the noise attenuation measures available to reduce potential noise impacts including construction of barriers and/or limitations on equipment operations. Detailed design of noise attenuation measures is not included in this scope of work.

The results of this analysis will be summarized in a letter report. One round of revisions to respond to comments from the City and KEH is included as well as one round of revisions based on Resource Agency comments.

3.3.2 – Project Processing Support

Based upon the results of the preliminary engineering and technical studies, HELIX will prepare the following documents.

3.3.2.1. Initial Study/Mitigated Negative Declaration (Prepared by City Staff)

3.3.2.2. 511 Submittal Package

EXHIBIT A

HELIX will work with the geotechnical consultant to identify the least impactful locations for soil borings based on biological and cultural resource baseline information. Once the boring locations have been determined and details provided regarding access requirements for borings, HELIX will prepare letters to accompany the 511 submittal package. Separate letters will be prepared addressing the biological and cultural resources, if present. The potential for the soil borings to adversely affect sensitive biological and/or cultural resources will be discussed. Recommendations to avoid or reduce those impacts will be identified in the letter including relocation of boring locations or mitigation measures if impacts which cannot be avoided.

This scope assumes that HELIX will not be responsible for the overall processing of the authorization for site and reconnaissance testing in accordance with Bulletin 511.

3.3.2.3 CEQA Plus Documentation

HELIX will work with KEH to gather all of the environmental documentation required to be included in the Environmental Package including: Draft and Final Initial Study/Mitigated Negative Declaration, Notice of Determination, and discussions to be included the application form for the following issues: E1.1, E1.4, E1.8, E1.9, E1.10, E1.11, and E1.13. HELIX will also prepare separate letters based on the technical reports prepared in Task 3.1 addressing federal policy conformity issues related to air quality, biological resources, and cultural resources. It is assumed that KEH will take the lead on assembling and processing the loan application form and package.

3.3.2.4 Resource Permitting

Wetland Permits/Approvals

A brief description of the work associated with the following wetland permits/approvals is provided below.

HELIX will prepare the application to the U.S. Army Corps of Engineers (USACE) and assemble the materials required for a Section 404 NWP including a cover letter and Pre-Construction Notification.

HELIX will prepare the application and assemble materials required by the Regional Water Quality Control Board (RWQCB) to process a 401 Certification to authorize the NWP. HELIX will prepare a cover letter to accompany the application.

HELIX will prepare the application and assemble materials required by the California Department of Fish and Wildlife (CDFW) to process a Streambed Alteration Agreement (SAA). HELIX will prepare a cover letter to accompany the application.

HELIX will submit an electronic copy of the draft permit application materials to KEH and the City for review. HELIX will revise the draft permit application materials based on one set of comments. HELIX will finalize the permit application materials, and submit electronic and printed copies of the final permit application materials to the appropriate regulatory agencies. A complete copy of the application packages will be provided to KEH and the City. All fees required as part of the applications shall be the responsibility of City.

EXHIBIT A

Once permit applications are submitted to the appropriate regulatory agencies, HELIX will serve as the primary point of contact for the regulatory agencies. HELIX will keep KEH and the City informed about the progress of the permit/approval applications, and work closely with the City and KEH to resolve questions or concerns raised by the regulatory agencies.

Site Development Permit

HELIX will prepare and process an application for a Site Development Permit (SDP). HELIX will assemble the information needed to process the SDP, and coordinate with DSD to process the SDP. HELIX will prepare the following application materials in accordance with the requirements of the Environmentally Sensitive Lands Ordinance (Chapter 14, Article 3, and Division 1 of the Municipal Code).

- SDP Application (DS 3032)
- Deposit Account/Financial Responsibility (DS 3242)
- Ownership Disclosure (DS 318)
- Storm Water Requirements Checklist (DS 560)
- Assessor's Parcel Map Page
- Public Notice Package

The package will also include the following documents prepared by HELIX or other KEH consultant team members:

- Biological Technical Report
- Cultural Resources Technical Report
- Noise Report
- Hydrology Assessment
- Water Quality Assessment

Task 4 – Temporary Construction Easement and Easement Abandonment

Task 4 consists of the following subtasks.

Task 4.1 – Prepare Legal Descriptions and Maps (7)

Prepare easements legal description and plats for a total of seven (7) permanent and temporary construction easements along the project alignment.

Task 4.2 – Process and Coordinate Easement Acquisitions with DSD and Real Estate Assets Department

KEH shall assist the City in the processing of temporary construction easement and easement abandonment through Real Estate Assets Department and Development Services Department.

Task 5 – Project Management and Coordination

EXHIBIT A

KEH shall provide project 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. This will include the following:

Task 5.1 – Meetings

KEH shall attend the meetings as noted below and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project team action items are addressed.

- Attend Kick-off meeting – Project Manager and Project Engineer will attend the meeting.
- Monthly Progress Meetings – Project Manager and Project Engineer will attend and lead meetings.
- Community Group Meetings – Project Manager to attend up to 6 community group meetings.
- Design Resolution Meetings – Project Manager and Project Engineer to attend the following Design

Resolution Meetings:

30% Design Resolution Meetings

Public Works Review

QA/QC Review

Public Utilities Department Review

60% Design Resolution Meetings

Public Works Review

Public Utilities Department Review 100%

Design Resolution Meetings

Public Works Review

QA/QC Review

Public Utilities Department Review

Field Division Final

Resolution Meetings

Public Works Review

Public Utilities Department Review

Task 5.2 – Project Schedule and Budget Control

EXHIBIT A

KEH shall prepare the monthly progress report (to be attached to the monthly invoice) that will include schedule information, percentage of individual task completion compared to amount billed, budget information, problems encountered, out of scope authorizations, status of design team action items, and status of City action items

Task 5.3 – Contract Administration

Project/contract management shall include, but not be limited to, design support of the City in the execution of the Project's Design Phase, Bid/Award, and Construction Phase and according to final agreement. KEH shall perform Contract Administration of the Project including, but not limited to, monthly invoicing, and all project related documentation and correspondence.

Task 5.4 – Quality Assurance and Quality Control

KEH shall perform Quality Assurance and Control on all project documents, including technical reports, design drawings, specifications, cost estimates, etc. prior to delivery to the City. All subconsultants associated with this project will be required to perform and document their internal Qa/Qc review before submitting to KEH. KEH shall incorporate City of San Diego's QA/QC checklists into the review of all construction documents at each milestone of the project.

Task 6 – Public Relations

KEH shall provide public outreach for this project and will have a Public Information Officer [PIO] dedicated to the project from design commencement to construction completion. The public outreach services are defined below by the project phases.

Design – Includes a 35-month period

6.1 Two Notification Letters

PIO Subconsultant shall prepare two (2) English-only, one-sided documents letters that will be mailed to property owners and tenants (business and residential) within 300' of the project alignment. This first letter will be sent at or after 30% Design to describe the purpose and need of the project. The second letter will be sent at a milestone to be determined. The City will provide a template for its standard notification letter that the consultant will update with project-related information for budget and timeline.

6.2 Support for Six (6) Presentations to Community Planning Groups

In the project area, there are two community groups that KEH will support presentations to. These groups are the: Navajo and College Area Community Planning Groups. During the project, KEH will

EXHIBIT A

support up to 6 community planning group presentations. The City will coordinate with the community group to schedule presentations; public outreach sub consultant will attend with the KEH and City Project Manager. PIO Subconsultant will prepare a stakeholder database of these planning groups and will query the planning groups to identify other community based organizations and large employers that should be included in the database. PIO Subconsultant will provide additional research of these groups identified by the Community Planning Groups to identify a point of contact and email address. This database will be used to send out e-notices to key community based organizations and large employers, so that they can distribute project information to their members and employees. Note: The cost proposal does not include individual outreach to businesses to obtain individual merchant information or individual outreach to residents to obtain individual resident information. Individual businesses and residents can be added to the database at their request and will have opportunity to learn about it through the notification letter, door hanger, city webpage and press release. Additions to this database will be made as-needed throughout the project, as it is anticipated that community members will ask to be added throughout the project.

6.3 Hotline/Email Inquiry Management

The City's website and project hotline will be publicized in the notification letter, outreach to community planning groups, e- newsletters and on its website. The City PIO will forward inquiries about this project to the PIO Subconsultant and the PIO Subconsultant will respond to them. PIO Subconsultant will log its outreach to answer these inquiries into the City's call tracking program. This scope includes 2 inquiries a month for 35 months in the design phase for a total of 70s calls and each inquiry will include up to 45 minutes of consultant time to respond, conduct any coordination with the project team to develop an answer and to use the City's online call tracking system to log the status of these inquiries.

6.4 Project Management/Team Coordination/Monthly Reports

PIO Subconsultant will attend progress team meetings when requested during design for a total of 10 meetings during design. The PIO Subconsultant will also produce and deliver to the Prime Consultant a monthly outreach report to summarize the outreach conducted each month.

Bidding – Includes a 6-month period

6.5 Hotline/Email Inquiry Management

The City's website and project hotline will be publicized in the notification letter, outreach to community planning groups, e- newsletters and on its website. The City PIO will forward inquiries about this project to the PIO Subconsultant and the PIO Subconsultant will respond to them. PIO Subconsultant will log its outreach to answer these inquiries into the City's call tracking program. This scope includes 4 inquiries a month for 6 months in the Bid phase for a total of 24 calls and each inquiry will include up to 45 minutes of consultant time to respond, conduct any coordination with the project

EXHIBIT A

team to develop an answer and to use the City's online call tracking system to log the status of these inquiries.

6.6 One Notification Letter

PIO Subconsultant shall prepare one (1) English-only, one-sided documents letters that will be mailed to property owners and tenants (business and residential) within 300' of the project alignment to notify them of the upcoming construction. The City will provide a template for their standard notifications letter that consultant will update with project-related information for budget and timeline.

Construction – Includes a 30-month period

6.7 One Press Release

PIO Subconsultant will prepare (1) press release two weeks prior to construction beginning. The City PIO office will distribute the press release.

6.8 Thirty (30) Monthly E-Newsletters

To supplement the future contractor's noticing, the PIO Subconsultant will design and create an e-newsletter that will be sent out to the stakeholder database. During the construction phase, these will be sent out monthly. Only one newsletter will be produced each month and individual sub-project area newsletters are not included in the fee. Newsletters will be distributed as a pdf attachment to an e-blast through the City's Constant Contact system.

6.9 Construction Advisories

For unforeseen changes in construction, the PIO Subconsultant will prepare up to 10 text-only advisories that will be sent to the stakeholder database through the City's Constant Contact system.

6.10 Hotline/Email Inquiry Management

The City's website and project hotline will be publicized in the notification letter, outreach to community planning groups, e-newsletters and on its website. The City PIO will forward inquiries about this project to PIO Subconsultant and the PIO Subconsultant will respond to them. PIO Subconsultant will log its outreach to answer these inquiries into the City's call tracking program. This scope includes 30 inquiries a month for 30 months in the construction phase for a total of 900 calls

EXHIBIT A

and each inquiry will include up to 45 minutes of consultant time to respond, conduct any coordination with the project team to develop an answer and to use the City's online call tracking system to log the status of these inquiries.

6.11 Project Management/Team Coordination/Monthly Reports

PIO Subconsultant will also create and deliver a monthly community outreach summary to the Prime Consultant. Attendance at construction progress meetings is not included in the scope or cost proposal.

6.12 Door Hangers (Construction Phase)

Prepare and distribute door hangers during construction phase to all properties within 300 feet of impacted construction area. It is assumed that 20 door hanger notices would be provided over the assumed 30 month construction phase duration.

Task 7 – Bid and Award Phase

KEH shall respond to the future construction contractor questions and requests for information (RFI) during the six (6) month bidding and award period, assist with preparing contract document addenda, attend a pre-bid meeting as necessary, and attend a pre-construction meeting with City staff and the future construction contractor.

Task 8 – Construction Phase

KEH shall provide assistance to City staff during the construction phase of this project. Construction services will be based on a 30 month period.

Task 8.1 – Shop Drawing Review and Requests for Information

KEH will review detailed construction and shop drawings submitted by the future contractors to ensure complete compliance with the design plans and specifications. KEH will review and accept or reject each shop drawing within two (2) weeks of receipt. Typically, approximately 50% of the shop drawings reviewed will be rejected and will require additional review. KEH will respond to construction questions to interpret and clarify contract documents to ensure proper execution of the work. KEH assumes that this task will require review of thirty (30) submittals and fifteen (15) re-submittals, and thirty (30) RFIs.

EXHIBIT A

Task 8.2 – Change Order Review (7)

KEH shall assist the City in preparing, reviewing, and recommending resolutions to proposed construction change orders. KEH assumed seven (7) construction change orders during the construction phase.

Task 8.3 – Construction Status Meetings

Meetings shall consist of regularly scheduled construction status meetings and unscheduled site meetings. KEH shall attend the construction status meetings and unscheduled site meetings as requested by the City. In addition, there shall be a final project acceptance meeting.

Each meeting is anticipated to last three (3) hours. KEH will have up to two people in attendance for each meeting. KEH will attend up to thirty (30) scheduled meetings and five (5) unscheduled site meetings during the course of construction.

Task 8.4 – Record Drawings

Within four (4) weeks of receipt of complete and accurate markups from the future Contractor, KEH shall perform the CADD drafting for the As-Built drawings when construction is complete. The City shall provide KEH with one complete set of As-Built drawings marked-up from the future Contractor and the City's Construction Manager showing all changes made during construction that deviate from the construction documents. KEH will print As-Built Mylars to replace the construction Mylars, provide the City with the electronic copy of the As-Built in pdf format, and provide the City with one (1) electronic copy of As-Built in Microstation format in accordance with the CADD Guidelines.

Task 8.5 – Project Closeout

Assemble and compile all project materials collected over the design and construction phases of the project. Deliver electronic copies of all appropriate project materials on CD's.

Task 9 – Reimbursable Expenses

Reimbursable Expenses shall include blueprinting, electrostatic plotting, photo work, and miscellaneous reproduction costs, deliveries/courier, mileage, seven title reports, and aerial Photo cost.

Task 10 – Additional Services

Additional Services is a fund for services which may be required for completion of the project but which, due to lack of firm definition of scope and limits at the present time, cannot be identified with

precision. Because of the need for these Additional Services is not absolutely established, such Additional Services shall not be undertaken by the Prime Consultant without specific definition and written authorization from the City. The need for such services beyond the required scope of work described above in this contract may arise from construction design changes.

Task 11 – CWRP Loan Support

Task 11.1 – CWSRF Loan Application

The scope of work for this task includes the CWSRF application and liaison with the State Water Board. The scope of work for this task consists of the following subtasks.

11.1.1 – Meet with the City staff to identify the pre-work needed (if any) for the loan application, and liaison with the State Water Board CWSRF Team. Keep everyone informed throughout the application approval process.

11.1.2 – Assemble all necessary information for the loan application. Prepare a list of information needed from the City of San Diego, etc.

11.1.3 – Prepare the SRF Loan Application Package and upload to FFAST.

11.1.4 – Prepare a draft schedule for the executed loan agreement.

11.1.5 – Assist with resolving any issues related to the State Water Board’s review of the application submittals.

Task 11.2 – Investigate Other Funding Opportunities

Once the environmental document is completed, KEH will review and identify potential grants and other financial incentives for the project. The scope of work for this task consists of the following subtasks.

11.2.1 – Assess and evaluate available funding.

11.2.2 – Prepare 1-2 grant proposals, and take actions to support those grant proposals, such as letters and actions of support, coordination with regional efforts and attend grant workshops as appropriate

11.2.3 – Monitor the grant review processes and advise on next steps as award decisions are made.

11.2.4 – Assist with finalizing the grant contract/agreement.

Task 11.3 – SRF Loan Administration (Construction Phase)

EXHIBIT A

After the CWSRF loan agreement is executed, and any grants are awarded, KEH will provide support for loan and grant administration during the construction phase, in collaboration with the City's financial staff. The scope of work for this task consists of the following subtasks. Sub-tasks for grant administration if applicable will be established at a later date and the cost for these are typically included in the grant(s).

11.3.1 – Establish and maintain audit-ready files.

11.3.2 – Prepare quarterly and annual reports and submittals as required

11.3.3 – Liaison with the loan/grant Project Manager at the State Water Board.

11.3.4 – Advise on compliance with terms of the grant and loan agreements.

COMPENSATION AND FEE SCHEDULE

**Exhibit B
Fee Estimate For The City of San Diego
Alvarado Sewer Replacement Project**

LABOR HOUR BREAKDOWN																					
Task Description	Principal	Project Manager	Senior Engineer	Project Engineer	Designer	Drafter	Project Coordinator	Clerk/WP	Project Accountant	Labor Hours	Labor Cost	Rick	HM McDonald	Allied	Salazar	Underground Solutions	Helix	Kestrel (SRF Loan)	Garbini & Garbini	Ross Engineering	Total Cost
Task 1 - Preliminary Design																					
1.1 - Survey				16	24					40	\$6,392	\$187,370									\$173,762
1.2 - Utility Research				40	24	49	16			96	\$19,540										\$19,540
1.3 - Field Visits		24		24						96	\$17,968										\$17,968
1.4 - Alignment Evaluation - Alvarado Road Segment		4		16						20	\$3,780	\$22,600									\$26,380
1.5 - Alignment Evaluation - Adobe Falls Road Segment		24		80	40					184	\$31,880										\$31,680
1.6 - Preliminary Trenchless Evaluation		16		24						40	\$7,720		\$18,115								\$25,835
1.7 - Preliminary Design Workshops (2)		16		32			32	16		96	\$15,104										\$15,104
1.8 - Draft Basis of Design Report		60		120	60		60	16		340	\$56,400										\$56,400
1.9 - Final Basis of Design Report		24		60	20		16	8	12	142	\$23,716										\$23,716
Subtotal Task 1	0	168	356	200	48	190	86	36	0	1054	\$175,520	\$189,970	\$18,115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$383,605
Task 2 - Design (123 Sheets)																					
2.1 - 30% Design Submittal			80	320	600		24			1024	\$163,760	\$38,330								\$24,960	\$227,050
2.2 - 60% Design Submittal			80	240	400		40	40		800	\$124,880	\$127,130	\$40,000							\$53,960	\$385,970
2.3 - 100% Design Submittal			40	160	400		40	40		680	\$104,120	\$95,430	\$28,000						\$14,000	\$46,980	\$289,530
2.4 - Final Design Submittal			20	80	200		80	24		364	\$56,640	\$47,510	\$21,338						\$6,000	\$23,480	\$154,978
2.5 - Specifications		12		32	80		16			140	\$23,420										\$23,420
2.6 - Geotechnical Investigation		8		32			32			72	\$11,784			\$252,605							\$264,689
2.7 - Phase I - Environmental Assessment		8		32						40	\$7,560			\$17,840							\$25,400
2.8 - Geotechnical Basis Report		4		24			24			52	\$8,428		\$25,000								\$33,428
2.9 - Utility Pot-holing		4		24			40			68	\$10,028					\$45,200					\$55,228
2.10 - Construction Cost Estimate		4		40						124	\$21,580										\$21,580
Subtotal Task 2	0	36	384	984	1600	96	180	104	0	3384	\$532,206	\$308,460	\$115,938	\$270,645	\$0	\$45,200	\$0	\$0	\$20,000	\$189,380	\$1,481,173
Task 3 - Environmental and Permitting Support Services																					
3.1 - Engineering Environmental Support		16		60			60			136	\$22,300										\$22,300
3.2 - Permitting Support & Coordination		40		120	60		60			300	\$50,980	\$24,400									\$75,380
3.3 - Environmental CEQA Plus Studies & Documents		8		16						24	\$4,600								\$101,580		\$106,180
Subtotal Task 3	0	64	196	60	0	140	0	0	0	460	\$77,880	\$24,400	\$0	\$0	\$0	\$0	\$0	\$101,580	\$0	\$0	\$203,860
Task 4 - Temporary Construction Easements and Easement Abandonment																					
4.1 - Prepare Legal Descriptions and Maps (7)			28			56				84	\$12,572	\$109,800									\$122,372
4.2 - Process & Coordinate Easement Acquisitions with DSD and Real State			32	60			32	16		140	\$20,820										\$20,820
Subtotal Task 4	0	0	60	60	0	88	32	16	0	224	\$33,392	\$109,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$143,192
Task 5 - Project Management & Coordination																					
5.1 - Meetings																					
5.1.1 - Kickoff Meeting		8		8						24	\$4,456	\$1,840									\$6,296
5.1.2 - Monthly Progress Meetings - 36 Months		72		144						216	\$41,400	\$25,000					\$2,700			\$6,600	\$77,700
5.1.3 - Community Group Meetings - 6 Meetings		36		36						72	\$14,340										\$14,340
5.1.4 - Design Resolution Meetings - 11 Meetings		44		88						132	\$25,500	\$5,060	\$3,366								\$33,726
5.2 - Project Schedule and Budget Control		36		144						180	\$34,020										\$34,020
5.3 - Contract Administration (72 Months)		360		144			144		288	936	\$144,936	\$41,040	\$4,978					\$12,450		\$15,180	\$218,614
5.4 - Quality Assurance and Quality Control		600		180			40			820	\$173,100	\$17,250						\$2,820		\$7,920	\$201,050
Subtotal Task 5	600	736	564	8	0	0	184	0	288	2380	\$437,252	\$90,190	\$8,344	\$0	\$0	\$0	\$18,000	\$0	\$0	\$31,700	\$585,466
Task 6 - Public Relations																					
6.1 - Notification Letters										8	\$1,336										\$7,000
6.2 - Support for Community Presentations		48		96		144	96			384	\$54,960										\$67,960
6.3 - Hotline / Email Inquiry Management										8	\$1,336										\$6,568
6.4 - Project Management / Monthly Reports										40	\$6,680										\$8,962
6.5 - Hotline / Email Inquiry Management (Bid Phase)										0	\$0										\$2,260
6.6 - Notification Letter (Bid Phase)										8	\$1,336										\$3,500
6.7 - Press Release (Construction Phase)										8	\$1,336										\$500
6.8 - Monthly E-News Letters (Construction Phase)										8	\$1,336										\$7,500
6.9 - Construction Advisors (Construction Phase)										8	\$1,336										\$1,250
6.10 - Hotline / Email Inquiry Management (Construction Phase)										0	\$0										\$84,375
6.11 - Project Management / Monthly Reports										40	\$6,680										\$7,500
6.12 - Door Hangers and Night Permit Position										8	\$1,336										\$18,500
Subtotal Task 6	0	48	0	232	0	144	96	0	0	520	\$77,672	\$0	\$0	\$0	\$151,000	\$0	\$0	\$0	\$0	\$0	\$228,672
Task 7 - Bid and Award Phase																					
7.1 - Attend Prebid Meeting										8	\$1,640										\$1,640
7.2 - Prepare Bid Addendum's (2)										164	\$26,460										\$26,460
7.3 - Respond to Contractor Questions										72	\$13,800		\$5,508	\$3,700							\$23,008
7.4 - Attend Preconstruction Conference										16	\$3,120										\$3,120
Subtotal Task 7	0	66	104	0	80	0	0	0	20	260	\$45,020	\$0	\$5,508	\$3,700	\$0	\$0	\$0	\$0	\$0	\$0	\$54,228

**Exhibit B
 Fee Estimate For The City of San Diego
 Alvarado Sewer Replacement Project**

Task 8 - Construction Phase																				
8.1 - Shop Drawings & RFI Review (75)		150	250	200		120	80			800	\$134,640		\$37,006	\$10,500				\$1,500	\$184,046	
8.2 - Change Orders Review (7)		28	56							84	\$16,100		\$5,980						\$21,630	
8.3 - Construction Status Meetings (35)		72	140							212	\$40,860		\$3,366						\$44,026	
8.4 - Record Drawings		24	80			240				324	\$47,700								\$47,700	
8.5 - Project Closeout		16	40			40			40	136	\$20,040								\$20,040	
Subtotal Task 8	0	230	546	200	0	400	80	0	40	1566	\$269,140	\$0	\$45,962	\$10,500	\$0	\$0	\$0	\$0	\$1,500	\$317,502
Task 9 - Reimbursable Expenses																				
9.1 - Reproduction										0	\$10,000	\$6,500							\$16,500	
9.2 - Mileage										0	\$4,000	\$650							\$4,650	
9.3 - Deliveries / Courier Services										0	\$4,000	\$1,000							\$5,000	
9.4 - Title Reports for New Easement (7)											\$0	\$5,250							\$5,250	
9.5 - Aerial Photo											\$0	\$3,600							\$3,600	
9.6 - Miscellaneous											\$1,000	\$0							\$1,000	
Subtotal Task 9	0	0	0	0	0	0	0	0	0	0	\$19,000	\$17,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,000
Task 10 - Additional Services																				
10.1 - Additional Services											\$200,000								\$200,000	
Subtotal Task 10	0	0	0	0	0	0	0	0	0	0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Task 11 - CWSRF Loan Support																				
11.1 - CWSRF Loan Application		8	40	40						88	\$15,720								\$84,340	
11.2 - Investigate Other Funding Opportunities		8	24							32	\$6,080								\$66,144	
11.3 - Loan Administration (3 Years)		96	80							176	\$34,480								\$104,670	
Subtotal Task 11	0	112	144	40	0	0	0	0	0	296	\$56,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$229,074	\$286,354
Subtotal/Tasks 1 to 11	600	1,510	2,364	1,784	1,728	1,028	628	176	328	10,134	\$1,873,356	\$738,780	\$193,267	\$285,245	\$151,000	\$45,200	\$119,580	\$229,074	\$27,590	\$3,916,072
Markup on Subconsultants @ 5%																			\$100,286	
TOTAL FEE																				\$4,019,358
Summary of Subconsultants Fees without Markup:																				
																				Percent of Contract
Rick Engineering			\$739,760																	18.88%
Hatch Mott McDonald			\$193,267																	4.83%
Allied Geotechnical (SLBE)			\$285,245																	7.29%
Salazar Communications (ELBE)			\$151,000																	3.85%
Underground Solutions Inc.			\$45,200																	1.15%
Hefix Environmental			\$119,580																	3.05%
Garbini & Garbini Landscape Architect (ELBE)			\$21,500																	0.55%
Ross Engineering (ELBE)			\$221,090																	5.64%
Kestrel Inc. (CWSRF)			\$229,074																	5.85%
Total Subconsultants			\$2,005,716																	49.90%

TIME SCHEDULE

Time Schedule
Alvarado Trunk Sewer Phase IV Replacement Project

Preliminary Design Phase - 2 Months

Design Phase – 33 Months

- 30% Design – 8 Weeks
- 30% Design City Review – 4 Weeks
- 60% Design – 20 Weeks
- 60% Design City Review – 4 Weeks
- 100% Design – 22 Months
 - 100% Design – 8 Weeks
 - City of San Diego City Wide Plan Check – 40 Weeks
- Environmental Documentation – 24 Months
- Final Design – 8 Weeks

Bid & Award Phase – 6 Months

- Bid – 8 Weeks
- Award – 16 Weeks

Construction Phase - 36 Months

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

- I. City’s Equal Opportunity Commitment1
- II. Nondiscrimination in Contracting Ordinance1
- III. Equal Employment Opportunity Outreach Program2
- IV. Small and Local Business Program.....2
- V. Demonstrated Commitment to Equal Opportunity.....3
- VI. Definitions.....4
- VII. Certification.....5
- VIII. List of Attachments.....5
 - AA. Disclosure of Discrimination Complaints6
 - 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..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Maintaining Participation Levels.

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

VI. Definitions.

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

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

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

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

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

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

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

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

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

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

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

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

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints

BB. Work Force Report

CC. Subcontractors List



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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: KEH & ASSOCIATES INC.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 570 Rancheros Drive, Suite 200

City San Marcos County San Diego State CA Zip 92069

Telephone Number: (760) 891-4186 FAX Number: (760) -798-0699

Name of Company CEO: Kenneth E. Hume

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: 3914 Murphy Canyon Road, Suite A144
 City San Diego County San Diego State CA Zip 92123
 Telephone Number: () _____ FAX Number: () _____ Email: _____

Type of Business: Engineering Consultants Type of License: CA Professional Engineering

The Company has appointed: Ray Fakhoury
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: _____
 Telephone Number: (760) 891-4186 FAX Number: (760) 798-0699 Email: rfakhoury@kehgroup.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of KEH & ASSOCIATES INC.

 San Diego, CA _____

 (County) (State) hereby certify that information provided
 herein is true and correct. This document was executed on this 6th day of June, 2016.

 (Authorized Signature) Ray Fakhoury (Print Authorized Signature)

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 KEH & ASSOCIATES INC.

Certified By Ray Fakhoury Title Principal
Name
Ray Fakhoury Date June 6, 2016
Signature

USE ADDITIONAL FORMS AS NECESSARY

WORK FORCE REPORT – NAME OF FIRM: KEH & ASSOCIATES INC. DATE: June 6, 2016

OFFICE(S) or BRANCH(ES): San Marcos and 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 | (5) Filipino, Asian Pacific Islander |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional											5	2	1	1
A&E, Science, Computer														
Technical											4			
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column											9	4	1	1
--------------------	--	--	--	--	--	--	--	--	--	--	---	---	---	---

Grand Total All Employees	15
---------------------------	-----------

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Rick Engineering Company	Survey, Traffic Control, Civil Design	18.88%	OBE	N/A
Hatch Mott McDonald	Trenchless Design	4.93%	OBE	N/A
Allied Geotechnical	Geotechnical Investigation	7.28%	ELBE	City of San Diego
Salazar Communications Inc.	Community Outreach	3.85%	ELBE	City of San Diego
Underground Solutions Inc.	Utility locating & Potholing	1.15%	OBE	N/A
Helix Environmental	CEQA Compliance	3.05%	OBE	N/A
Garbini & Garbini	Landscape Architecture	0.55%	ELBE	City of San Diego
Ross Engineering Group	Drafting	5.64%	ELBE	City of San Diego
Kestrel Inc	SRF Loan Support	5.85%	OBE	N/A

List of Abbreviations:

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

* Listed for informational purposes only.

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

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Design of the Alvarado Trunk Sewer Phase IV (H166602)

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:
KEH & ASSOCIATES INC.

Name under which business is conducted

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

Signed 
Printed Name Ray Fakhoury, PE
Title Principal
Date June 6, 2016

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

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

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

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

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

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

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

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

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:
2. Name of Specific Consultant & Company: KEH & ASSOCIATES INC.
3. Address, City, State, ZIP: 570 Rancheros Drive, Suite 200, San Marcos, CA 92069
4. Project Title (as shown on 1472, "Request for Council Action"): Design of the Alvarado Trunk Sewer Phase IV (H166602)
5. Consultant Duties for Project: Preliminary design, detailed design, bid and construction support services For the Replacment of the Existing Alvarado Trunk Sewer Phase IV.

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.]

Four horizontal lines for additional information or signature.

NB

By: A. Palaseyo [Name/Title]*

6/15/16 [Date]

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

DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

PRIVATE-SECTOR/INCENTIVES:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

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

HEALTH AND RESOURCE CONSERVATION:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

CITY OF SAN DIEGO
Consultant Performance Evaluation

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

Section I

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

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

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

Item _____ : _____

Item _____ : _____

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 the Alvarado Trunk Sewer Phase IV (H166602)

B. BIDDER/PROPOSER INFORMATION:

KEH & ASSOCIATES INC.

Legal Name 570 Rancheros Drive, Suite 200	San Marcos	DBA CA	92069
Street Address Ray Fakhoury, Principal	City (760) 891-4186	State (760) 798-0699	Zip
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: 04 /20/2016 State of incorporation: California

List corporation's current officers: President: Kenneth E. Hume
 Vice Pres: Ray H. Fakhoury
 Secretary: Ray H. Fakhoury
 Treasurer: Kenneth E. Hume

Is your firm a publicly traded corporation? **Yes** **No**

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

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

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

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes **No**

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

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

Yes **No**

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

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

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

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

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? **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: Union Bank of California

Point of Contact: Sean O'Neill

Address: 303 West Grand Avenue, Escondido, CA 92025

Phone Number: 760-745-7787

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.

EXHIBIT I

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 Carlsbad

Contact Name and Phone Number: Mark Biskup, 760-603-7352

Contact Email: Mark.biskup@carlsbadca.gov

Address: 5950 El Camino Real, Carlsbad, CA 92008

Contract Date: December 2014 to Present

Contract Amount: \$325,000

Requirements of Contract: Design for Replacement of an Existing Sewer Lift Station

Company Name: City of Vista

Contact Name and Phone Number: Alfred Pedroza, 760-643-5406

Contact Email: apedroza@ci.vista.ca.us

Address: 200 Civic Center Drive, Vista, CA 92084

Contract Date: April 2014 - Present

Contract Amount: \$375K

Requirements of Contract: Design of an Existing Gravity Sewer Replacement

Company Name: Fallbrook Public Utilities District

Contact Name and Phone Number: Jack Bebee, 760-728-1125

Contact Email: jackb@fpud.com

Address: 990 E. Mission Road, Fallbrook, CA 92028

Contract Date: June 2013 to December 2014

Contract Amount: \$105K

Requirements of Contract: Design of an Existing Gravity Sewer Replacement

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: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

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

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

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

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 ____ / ____ / ____.

EXHIBIT I

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.

Ray Fakhoury, Principal



June 6, 2016

Name and Title

Signature

Date

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

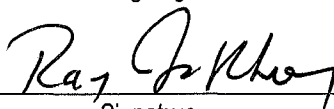
Provide additional information in space below. Use additional *Attachment "A"* pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

No additional information provided.

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.

Ray Fakhoury, Principal

Print Name, Title



Signature

June 6, 2016

Date

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

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

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

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

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

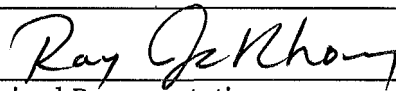
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of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

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

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

KEH & ASSOCIATES INC.

Name of Firm



Signature of Authorized Representative

Ray Fakhoury, PE

Printed/Typed Name

June 6, 2016

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION


PROJECT TITLE: Design of the Alvarado Trunk Sewer Phase IV (H166602)

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;

KEH & ASSOCIATES INC.

(Name under which business is conducted)

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

Signed 

Printed Name Ray Fakhoury, PE

Title Principal