

DUPLICATE ORIGINAL

ENCLOSURE 1

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
RICK ENGINEERING COMPANY
FOR
DESIGN OF EL CAMINO REAL BRIDGE / ROAD
WIDENING
(FEDERAL VERSION)**

CONTRACT NUMBER: H185789A

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SAN DIEGO, CALIFORNIA

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
 - (DD) Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)
 - (EE) Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)
 - (FF) DBE Information – Good Faith Efforts (Caltrans Exhibit 15-H)
 - (GG) Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F)
 - (HH) Disadvantaged Business Enterprise Certification Status Change (Caltrans Exhibit 17-O)
- Exhibit E - Determination Form
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - California Labor Code Sections 1720 and 1771

ATTACHMENTS

1. Certification of Local Agency
2. Certification of Consultant

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

THIS Agreement (or contract) is made and entered into between the City of San Diego, a municipal corporation [City or LOCAL AGENCY], and Rick Engineering Company [Consultant or CONSULTANT] for the Consultant to provide Professional Services to the City for the Design of El Camino Real Bridge / Road Widening (H185789A) [Project].

RECITALS

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

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

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant 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 Consultant 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 Consultant 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 Consultant on all matters related to the administration of this Agreement and the Consultant'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 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 Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant'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 Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant 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 Consultant 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 Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, 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 Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant 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 Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant 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 Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant 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 Performance Period. This contract shall go into effect on August 28, 2019, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end

on August 28, 2026, unless extended by contract amendment. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

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 Consultant shall immediately notify the City in writing if the Consultant 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 Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant 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 Consultant's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant'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 Consultant'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 Consultant 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 Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant 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 Termination. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

2.6.1 LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner

herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

2.7 City's Right to Terminate for Default. RESERVED

ARTICLE III COMPENSATION

3.1 Allowable Costs and Payments. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A (Scope of Services) of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

3.1.1 Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of section 2.6 Termination.

3.1.2 CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

3.1.3 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of section 5.18 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT'S work. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

City of San Diego
Contract Administrator - Jesus Garcia
525 B Street, San Diego, CA 92101

3.1.4. The total amount payable by LOCAL AGENCY shall not exceed \$2,449,712.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Consultant's performance of Additional Services, the City and the Consultant 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), and approval of the proposed Additional Services must be obtained in writing from California Department of Transportation (Caltrans) and **Federal Highway Administration (FHWA)** prior to the Consultant beginning the Additional Services. The City will pay the Consultant for actual costs incurred for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Consultant 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 Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant 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 Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification. The Consultant 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 Consultant 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 Consultant 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 Consultant's and any Subcontractor's premises to review and audit the Consultant'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 Consultant'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 Consultant 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 Consultant and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 of this Agreement. However, failure to obtain the required documents prior to the Professional Services

commencing shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Consultant's liabilities, including but not limited to Consultant'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 Consultant'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 Consultant 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 Consultant shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. The Consultant shall keep in full force and effect 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 \$2 million per occurrence and subject to an annual aggregate of \$4 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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). If the Consultant does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant 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 Consultant 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 Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$5 million per claim and \$5 million annual aggregate. The Consultant 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 Consultant 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 Consultant 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 Consultant's insurance and shall not contribute to it.

4.3.4.2 Workers' 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.

4.3.4.3 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 Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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 Consultant 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 Consultant'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 Consultant shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into, the Consultant identifies a need for addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant'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 Consultant 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 Consultant 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 Consultant proportionate to the services performed by the Subcontractor.

4.4.1.2 The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, within ten (10) calendar days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant 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 Consultant 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 Consultant shall pay the Subcontractor the amount withheld within ten (10) calendar days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant 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 Consultant 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 Consultant 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 Consultant must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

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

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

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The 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.

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Consultant 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 Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. 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. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Consultant 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 Consultant 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 Consultant for each subcontract or supply contract. The Consultant 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 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 for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant 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. By signing this Agreement the Consultant agrees that it is aware of, and hereby certifies that it 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. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.7.1 Consultant's Notice to Employees. The Consultant 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 Consultant 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 Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Consultant 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. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant 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 Consultant (i.e., that which provides the most access). Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Consultant 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 Consultant 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 Consultant's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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 Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit E).

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 Consultant'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 Consultant 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 RESERVED.

4.10.4 The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant 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 Consultant 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 Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

4.10.6 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

4.10.6.1 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

4.10.6.2 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

4.10.6.3 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

4.10.6.4 RESERVED

4.10.6.5 RESERVED

4.10.6.6 RESERVED

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 Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant'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 Consultant 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 Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, 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 Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant 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 Consultant shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that 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, Consultants, 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, Consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.18 Storm Water Management Discharge Control. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control 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. Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for storm water permit compliance prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's Storm Water review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Consultant 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 Consultant 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 Consultant 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.

Consultant shall attend the Pre-construction meeting. The Project Manager will coordinate with the Consultant on the inspection of the permanent BMP(s) during installation. Consultant 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 Consultant 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 Consultant shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

4.19 ADA Certification. By signing this Agreement the Consultant agrees that it is aware of, and hereby certifies 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. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.20 State 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 Consultant 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 Consultant 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 the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Consultant 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. Consultant 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

4.20.3 Payroll Records. Consultant 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. Consultant shall require its subconsultants to also comply with section 1776. Consultant and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1 In addition to the requirements in 4.20.3, the Consultant and its subconsultants shall also 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. Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Consultant and its 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 (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (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 eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6 Required Provisions for Subcontracts. Consultant 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. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant 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.

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.20.9.1 A Consultant'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.

4.20.9.2 By submitting a bid or proposal to the City, Consultant 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 Consultant shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Consultant or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order

prohibiting the use of the unregistered Consultant or unregistered subcontractor(s) on ALL public works until the unregistered Consultant or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Consultant shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Consultant shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Consultant until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Consultant shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Consultant will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Consultant shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

4.20.13. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

4.20.13.1 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

4.20.13.2 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Project is funded by Highway Bridge Program Funds. All Project work and Agreements will be subject to the review and approval of the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA).

5.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, Federal Highway Administration (FHWA), Caltrans, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 RESERVED.

5.4 The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 (see Exhibit J).

5.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

5.7 The Consultant shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

5.8 RESERVED.

5.9 The City will perform a cost analysis of its Agreement with the Consultant when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

5.10 The City and the Consultant must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

5.11 The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) has previously approved the work and has concurred that additional compensation is warranted.

5.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of

the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

5.14 Cost Principles and Administrative Requirements. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

5.14.1 CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.14.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

5.15 Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5.16 Audit Review Procedures. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

5.16.1 Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

5.16.2 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

5.16.3 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work

papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

5.16.4 RESERVED

5.17 Subcontracting. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

5.17.1 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

5.17.2 CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

5.17.3 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

5.17.4 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

5.18 Equipment Purchase. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

5.18.1 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

5.18.2 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such

equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

5.19 Rebates, Kickbacks or Other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

5.20 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING. CONSULTANT certifies to the best of his or her knowledge and belief that:

- No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

5.20.1 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.20.2 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

5.21 Statement of Compliance. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

5.21.1 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

5.21.2 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

5.21.3 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

5.22 Debarment and Suspension Certification. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

5.22.1 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

5.22.2 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

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, Consultant 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 Consultant 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 Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant'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, Consultant 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 Consultant or Consultant'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 Consultant or Consultant'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 Consultant 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 Contractor, 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 Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Consultant, 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. Consultant, 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 Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, 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 Consultant 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 Consultant 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. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

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

8.7 Intellectual Property Warranty and Indemnification. Consultant 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 Consultant to produce, at Consultant'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. Consultant 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 Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

8.8 Enforcement Costs. The Consultant 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 Jesus Garcia, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Consultant shall be addressed to: Rick Engineering Company, Edgar Camerino, 5620 Friars Road, San Diego, CA 92110, ecamerino@rickengineering.com.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Consultant 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 Consultant and any Subcontractors employed by the Consultant 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 Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Edgar Camerino, Nick Dorner [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant'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 Consultant. 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 Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

9.6 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional Consultants 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 Consultant 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 Consultant.

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

9.9 Compliance with Controlling Law. The Consultant 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 Consultant 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 Consultant 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 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit F).

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-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.23 Equal Benefits Ordinance. Unless an exception applies, Consultant 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, Consultant certifies that Consultant is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records.

By Signing this Agreement the Consultant agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Consultant 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 Consultant** 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 Consultant 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 Consultant 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 **Consultant will hold the City harmless** for release of this information.

It will be the **Consultant's obligation to defend**, at Consultant'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 Consultant's request. Furthermore, the Consultant 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 Consultant's request.

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

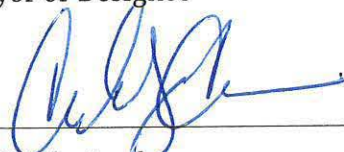
9.25 Equal Pay Ordinance. Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Consultant must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21075, authorizing such execution, and by the Consultant pursuant to Rick Engineering Company's signature authority document.

Dated this 27th day of August, 2019.

THE CITY OF SAN DIEGO
Mayor or Designee


By 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind Rick Engineering Company and that I have read all of this Agreement, this 1st day of MARCH, 2019.

By 
Edgar Camerino, Project Manager

I HEREBY APPROVE the form of the foregoing Agreement this 28th day of AUGUST, 2019.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

EXHIBIT 'A'

Scope of Services

PROJECT DESCRIPTION:

The City of San Diego (City) proposes to modify the segment of El Camino Real (ECR) between Via de la Valle (VDLV) and San Dieguito Road (SDR) in order to improve the structural integrity of the vehicular bridge over San Dieguito River, alleviate problems associated with high flood events, improve pedestrian and vehicular access to nearby coastal and recreational resources, relieve traffic congestion, and improve consistency with the adopted land use plan for the project area.

The portion of El Camino Real that is proposed to be modified is classified as a two-lane collector and is approximately 2,400 feet long, 23 feet wide, has one travelled lane in each direction, and has no shoulders, bike lanes, or pedestrian walkways. The road segment includes a bridge over San Dieguito River that is 340 feet long and 27 feet wide.

El Camino Real would be inundated during a 100-year flood at several low points north of the river. Although the bridge surface itself would not be inundated, the 100-year flood level would rise to the bottom of the existing bridge deck; not providing enough clearance for debris to pass under the bridge. Also, the bridge is not structurally adequate for local seismic conditions because the piles are relatively shallow and buried in sediments that could fail in an earthquake due to liquefaction. In addition, this segment of El Camino Real is subject to severe congestion during the peak travel times. The proposed improvements will include realigning, raising and widening El Camino Real roadway and replacing the existing bridge with a structure that is higher, wider, and has deeper piles.

Modifications to Via de la Valle from El Camino Real on the west to El Camino Real North on the east are also part of the project.

SCOPE OF SERVICES:

100 – AERIAL TOPOGRAPHY/FIELD SURVEYING/MAPPING

110.00 – Photogrammetry/Topographic Mapping:

Consultant will provide aerial control surveying and topographic mapping for approximately 172 acres encompassing El Camino Real and the surrounding area. Color aerial photography will be taken at a scale of 1" = 300 ft. Data will be collected from eight (8) photogrammetric models using DTM techniques. Mapping will be provided at a scale of 1" = 40' ft. with a 1-foot contour interval.

The final digital delivery will be within a Microstation design file and prepared to meet the City of San Diego CADD Drafting Standards and Procedures.

Deliverable: Aerial Image; Topographic CADD Base File

120.00 – Field Surveying:

- Research to establish appropriate datum and right of way locations for Via De La Valle, El Camino Real and San Dieguito Road;
- Perform Terrain Line Interpolation (TLI) survey of 1,400 L.F. of Via De La Valle, 2,300 L.F. of existing El Camino Real and 350 L.F. of San Dieguito Road. In addition, TLI will be collected at the

intersections of Via De La Valle and El Camino Real (South of Via De La Valle), Via De La Valle and De La Valle Place, Via De La Valle and El Camino Real (North of Via De La Valle), El Camino Real at the entrance to the Del Mar Horse Park, El Camino Real and San Dieguito Road, and San Dieguito and Old El Camino Real. The TLI will consist of detailing surface improvements, visible utilities, edge of traveled ways (ETW), edge of shoulders, tops/toes of slope, and any additional grade break lines/spot elevations within each area described above.

- Survey all above-ground appurtenances (e.g. dry utilities, manholes, pull boxes, signs, etc.);
- Perform field data reductions and process field data information.

Locations of Work (Specific Field Survey Details):

Via De La Valle (VDLV) (East of existing El Camino Real/VDLV intersection)

- Survey right of way, top of curb, flow line, centerline, edge of pavement, flow line and right of way along Via De La Valle @ 25' Intervals.
- Survey finished roadway surface, top of curb, edge of pavement, edge of traveled way, grade breaks, flow lines, above ground appurtenances, drainage structures, pedestrian ramps and manhole rims for intersections at El Camino Real (west end), De La Valle Place, and El Camino Real (east end).

El Camino Real (North of Bridge)

- Survey edge of pavement, centerline and edge of pavement between the bridge and Via De La Valle @ 100' Intervals within the survey limits; except at the location of the proposed intersection at the Polo Fields where 25-ft. intervals (or less) will be used
- Survey finished roadway surface, edge of pavement, edge of traveled way, grade breaks, flow lines and above ground appurtenances for intersection at entrance to Del Mar Horse Park.

El Camino Real (South of Bridge)

- Survey right of way, top of curb, edge of traveled way, centerline, edge of traveled way, top of curb and right of way along El Camino Real between approx.. 600-ft. south of the existing bridge and San Dieguito Road @ 25' Intervals. This will include measuring existing ground detail east of existing El Camino Real to cover the new alignment.
- Survey finished roadway surface, top of curb, edge of pavement, edge of traveled way, grade breaks, flow lines, above ground appurtenances, drainage structures, wheel chair ramps and manhole rims at intersection with San Dieguito Road.

San Dieguito Road

- Survey right of way, top of curb, edge of traveled way, centerline, edge of traveled way, top of curb and right of way along San Dieguito Road between El Camino Real and Old El Camino Real @ 25' Intervals.
- Survey finished roadway surface, top of curb, edge of pavement, edge of traveled way, grade breaks, flow lines, above ground appurtenances, drainage structures, wheel chair ramps and manhole rims at intersection with Old El Camino Real.

Polo Field Survey

This field survey information is needed for drainage analysis and storm drain design purposes. The polo fields are a relatively flat area and aerial topography isn't adequate enough to provide the accurate data necessary to complete the hydrologic analysis and the proposed storm drain design in this area. It is planned to survey existing ground elevations of an area bounded by a control line 600-ft. to the east of the existing entrance to the Polo Fields, existing El Camino Real on the west, Via De La Valle to the north, and the northerly bank of the San Dieguito River to the south. The survey will consist of measuring elevations at approximately a 100 ft. grid.

San Dieguito River

Survey will consist of river bottom shots at three (3) different cross-sections along the San Dieguito River in the vicinity of the proposed El Camino Real alignment. Work to be limited to dry weather conditions.

Deliverable: Supplemental Field Survey CADD Base File

130.00 – Mapping & Computing:

Boundary and Encumbrance Determination:

To establish the existing boundaries and encumbrances, Consultant will perform the following tasks:

- Research existing survey records in the area.
- Perform a field survey to locate existing monuments affecting the new right-of-way.
- Review title reports (to be provided by the City) and analyze legal descriptions with the field survey and survey records to establish the boundaries of the affected parcels and existing rights-of-way.
- Based on the title reports, we will plot existing easements that will be impacted by the new right-of-way.
- If Consultant (in direct consultation with the City) determines that a Record of Survey is needed, then the appropriate document will be prepared and recorded with the County.

Deliverable: Existing centerline and right of way CADD File

New Right-of-Way Dedications:

Based on the alignments approved by the City of San Diego, Consultant will prepare dedication plats and legal descriptions to the City's standards and process them with the City. Consultant will prepare separate plats for each owner to allow flexibility when negotiating with the property owners. It is anticipated that five (5) plats and legal descriptions will be prepared for the project.

Upon approval of the plats and legal descriptions, Consultant will prepare deeds and subordination documents using the City's templates. Consultant will deliver the documents to the City to have them executed by the owners and lenders.

Deliverable: Five (5) Plats and Legal Descriptions

200 – BRIDGE TYPE SELECTION:

Bridge Type Selection is required for the El Camino Real Bridge Replacement project, per Caltrans Memo to Designers Section 1-29. This work will build on the Advance Planning Study (APS) prepared in 1999. While the APS study developed a feasible alternative, Type Selection requires written justification of all structural component selections and supporting analysis results. This written justification documents the Bridge Alternatives Analysis.

Since completion of the APS, there have been significant changes to the bridge design codes in California. The most significant change is the adoption of the Caltrans Seismic Design Criteria (SDC). Per the SDC, the El Camino Real Bridge Replacement is considered an "Ordinary Nonstandard Bridge because the bridge is founded in soil that is susceptible to liquefaction, lateral spreading and scour. SDC requires a Project Specific Bridge Design Criteria (PSBDC) for all Ordinary Nonstandard Bridges.

210.00 – Project Specific Bridge Design Criteria:

Prepare a PSBDC to include the following tasks: (1) identify all non-standard bridge features specified for the bridge, (2) provide a justification for using the non-standard features and (3) prepare the design criteria to be used to evaluate the non-standard features. Summarize these items and submit to Caltrans Structures Local Assistance (SLA) for review and comment. Present to SLA staff, respond to comments and provide updates to the PSBDC.

Deliverable: Project Specific Bridge Design Criteria (PSBDC)

220.00 – Bridge Alternatives Analysis:

Prepare a bridge alternatives analysis to evaluate structure types, span lengths, foundation types and sizes for structural and construction feasibility. Prepare relative costs of feasible alternatives. Prepare graphic images illustrating architectural treatments that are in conformance with the environmental documents and related studies. Summarize results in a presentation format that includes a matrix of options, comparing structural, constructability and cost considerations. Recommend a preferred alternative and provide justification. Present to SLA staff, respond to comments and provide updates.

Deliverable: Bridge Alternatives Analysis

230.00 – Foundation Optimization (OPTIONAL TASK):

For the preferred bridge alternative, prepare a foundation optimization analysis to evaluate pier and abutment foundation alternatives. For the pier foundations, evaluate footings with driven piles, footings with drilled piles, Type 1 Shafts and Type 2 Shafts. For the abutment foundations evaluate footings with driven or drilled piles and shafts without footings. Determine quantities and compare costs. Summarize in a presentation format.

240.00 – Type Selection Report:

Prepare a Type Selection Report in accordance with the procedures of Caltrans Memo to Designers 1-29. Update the General Plan, and prepare a Draft Foundation Plan, including recommendations from the Preliminary Bridge Foundation Report and the Draft Hydraulic Report. Prepare a General Plan cost estimate for the preferred alternative in conformance with Chapter 11 of the Caltrans Bridge Design Aids.

Deliverables:

- Type Selection Report
- Draft Foundation Plan
- Updated General Plan
- Updated General Plan Estimate

300 – PLANS:

310.00 – Project Foundation:

310.10 – Research:

Consultant will obtain the following pertinent documents prior to the start of PS&E:

- Obtain Additional City of San Diego As-builts.
- Existing Right of Way Maps and County Record Maps.
- Existing utility as-builts/schematics.

310.20 – Preparation of a Project Base File:

Consultant will prepare a comprehensive project base file, including existing wet and dry utilities, to be used for the preparation of plans and exhibits. The project base file will be prepared to meet the City's CADD standards and requirements.

320.00 – Plan Preparation:

The improvement plans will be prepared and submitted at the following milestones:

- (320.10) – 65% Milestone;
- (320.20) – 90%, Milestone;
- (320.30) – 100% Milestone; and
- (320.40) – Final Milestone

The design concept to be used for the final design phase is the Eastern Alignment Alternative per the approved Environmental Impact Report. This design concept depicts the proposed westerly improvements along VDLV to join the future, VDLV improvements project (currently being led by Black Mountain Ranch (BMR)).

If it is determined during the design process that BMR's VDLV project will not be constructed prior to the El Camino Real project, then additional costs may be incurred to adjust the design to connect to existing VDLV. The costs associated with a potential re-design of these improvements have been included in the proposed fee schedule (*as additional services*).

In addition, at the onset of the project, the City will determine if any other future projects need to be considered, or implemented into the project. Additional costs may be incurred if the implementation of future projects in the area is not identified at the beginning of the final design phase for this project.

The following are the plans that are anticipated to be submitted as part of the PS&E package for the project:

- Title Sheet
- Typical Cross Sections
- Improvement Plans to include the following:
 - ✓ Roadway Geometric Design
 - ✓ Curb, Sidewalk, Pedestrian Ramp Design (ADA Conformance)
 - ✓ Contour Grading and Limitations
 - ✓ Drainage Layouts and Profiles
 - ✓ Dry Utilities (Existing)
 - ✓ Street Lighting
 - ✓ Equestrian Trail
- Grading Plans (Polo Fields, Fairbanks Ranch Golf Course)
- Construction Details
- Drainage Details
- Permanent Storm Water BMP's
- Traffic Control (See staging detail discussion below.)
- Signing and Striping
- Traffic Signals (See signal locations and detailed discussion below.)
- Landscape
- Bridge Plans (See bridge plan discussion below.)

The following design plans are anticipated to not be a part of the project:

- Sewer
- Water
- Reclaimed Water
- Dry Utility Relocation and/or New Design
- Erosion Control *(to be prepared by the Contractor prior to construction)*
- Irrigation *(Irrigation design is considered an Optional Task.)*

Plans will conform to the 2018 City of San Diego CADD Standards and Requirements. Plans will be prepared in Microstation format and English units will be utilized for the design. City of San Diego will require an alignment file for final design per the City of San Diego Survey Deliverables Standards.

Deliverables: 65% Submittal Plans, 90% Submittal Plans, 100% Submittal Plans, and Final Submittal Plans

330.00 – Traffic Signal Plans – Location of Signals:

Consultant will prepare traffic signal plans for the following intersections:

- Via De La Valle and El Camino Real/De La Valle Place (new signal)
- Via De La Valle and El Camino Real (North) (modification)
- El Camino Real and Polo Fields Driveway (new signal)
- El Camino Real and San Dieguito Road (modification)

The plans will incorporate the widening of Via De La Valle, the relocation/new alignment of El Camino Real, the improvements at the Polo Fields driveway, and the San Dieguito Road improvements. Plans are assumed to be prepared at 20 scale, and will incorporate the requirements of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as well as the City of San Diego, including bicycle detection and countdown pedestrian timers. All new and upgraded ADA accessible pedestrian ramps will be shown on the Civil improvement plans.

340.00 – Traffic Control Plans:

Prepare traffic control plans for the work associated with the improvements along Via De La Valle, El Camino Real, the Polo Fields Driveway, and San Dieguito Road. Plans are assumed to be 40 scale, and will incorporate the requirements of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as well as the City of San Diego.

350.00 – Bridge Plans:

Since the bridge is an Ordinary Nonstandard Bridge, the plans and supporting documentation will be reviewed by Caltrans Division of Engineering Services (DES) Technical Committees. Relevant DES Technical committees include: Geotechnical, Hydraulic, Substructure, Corrosion, Earthquake and Design. In addition to design calculations required on most projects, documentation of design features addressing scour, liquefaction and lateral spreading is required and will include analysis, schematics, and cost analysis demonstrating that "... all reasonable options for meeting the project objectives have been explored to demonstrate that the project is cost-effective," per Caltrans LAPG Section 6.2.11. Component options include pile diameter, length and permanent casing dimensions, and footing elevations.

It is assumed that comments received from the DES Technical Committees will not result in significant changes to the bridge design, such as: number and length of spans, bridge cross section dimensions, the number of columns and the bridge foundation type.

350.10 – Unchecked Bridge Plans (65%):

Prepare and submit a set of unchecked bridge design plans consisting of detailed plans (65% design) ready for independent check in accordance with Caltrans OSFP Information and Planning Guide Section 4.6. Bridge design and analysis will be in conformance with the 6th Edition of the AASHTO Load and Resistance Factor Design (LRFD), as amended by Caltrans, Caltrans guidance materials and the PSBDC. All drawings will be prepared in conformance with the City of San Diego Drafting Standards in PDF file format.

Deliverable: 65% Unchecked Bridge Plans

350.20 – Draft Bridge Plans (90%):

The preparation of Draft (90%) Bridge plans will incorporate comments on the unchecked (65%) plans and documentation. Through Caltrans Structures Local Assistance, DES Technical Committees will review and comment. It is assumed that DES comments will not result in significant changes to the bridge design, such as: column dimensions, footing elevations and pile diameter and cutoff elevations.

Deliverables:

- 90% Draft Plans
- Design Calculations

350.30 – Bridge Independent Check:

Perform an independent design check and structural analysis of the unchecked details. This check will include calculations to verify structure layout, geometry and conformance with the bridge design criteria. A list of independent check comments along with a resolutions worksheet will be prepared. Designer and independent checker will resolve discrepancies and revise plans accordingly. Design and analysis results will be summarized in a calculations package, per Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide, Section 4.7.

Deliverable:

- Independent Check Calculations

350.40 – Constructability Review:

Perform a review of the bridge plans, specifications and estimates PS&E by qualified construction staff. Summarize comments and corresponding responses in a worksheet. Resolve comments and update deliverables accordingly. Prepare a Working Days Schedule, per Caltrans OSFP Information and Procedures Guide, Section 4-9.

Deliverables:

- Constructability review comment-response worksheet
- Working Days Schedule (Bridge)

350.50 – Bridge Plans (100%):

Prepare 100% Bridge Plans, which incorporate comments received on the Draft Bridge Plan (90%) review comments from the City of San Diego and Caltrans Local Assistance. Through Caltrans Structures Local Assistance, the DES Technical Committees will review and provide comments. It is

assumed that incorporation of DES comments will not result in significant design changes. This task includes analysis, design, detailing and quality control tasks necessary to finalize the bridge plans.

Deliverable: 100% Bridge Plans

350.60 – Final Bridge Plans:

Prepare Final Bridge Plans, which incorporate comments received on the 100% Bridge Plan review comments from the City of San Diego and Caltrans. Development of final bridge plans includes resolving all outstanding comments. Caltrans Structures Local Assistance could request reviews from specific DES Technical Committees. It is assumed that incorporation of DES comments will not result in redesign. This task includes analysis, design, detailing and quality control tasks necessary to finalize the bridge plans.

Deliverable: Final Bridge Plans

360.00 – Landscape and Irrigation Plans:

360.10 – Draft Landscape Plans (65%):

The Consultant will prepare a draft plan set (65%) to review the preliminary design and coordinate elements requiring engineering or other disciplines. The preliminary design plan set will include the following drawings:

- Planting Legend and Notes indicating the botanical and common names, required container sizes, height and spread, and any special characteristics.
- Planting Plans indicating the plant locations, sizes, types, and quantities, root barrier locations, decomposed granite and rock mulch paving, with the updated civil base background information; Plan sheets will be set up for a 1" = 30' scale.
- Planting Details indicating the typical installation requirements for tree, shrub, groundcover, and hydroseeding applications.
- Hardscape plans will be prepared by Civil Engineer. Landscape Architect shall specify median paving color and texture per the City of San Diego.

360.20 – Pre-Final Landscape Plans (100%):

The Consultant will prepare a 100% plan set to review the progress of design and coordinate elements requiring engineering or other disciplines. The 100% plan submittal will include the following drawings:

- Planting Legend & Notes
- Planting Plans
- Planting Details

360.30 – Final Landscape Plans:

The Consultant will prepare a final plan set for use in bidding for the construction of the project. The Final plan set will include the following drawings:

- Planting Legend & Notes
- Planting Plans
- Planting Details

360.40 – Conceptual Landscape Plant Palette Update (OPTIONAL TASK):

The Consultant shall prepare a revised Landscape Concept Plan indicating the updated tree and shrub selections with a more California native palette intended to be irrigated with temporary irrigation systems and established within the project footprint with compliance to City of San Diego revegetation standards. Plans will be submitted to the City Development Services Department for review and approval of plant palette revisions prior to beginning any subsequent tasks for design documentation. Irrigation Systems design not included in this task.

360.50 – Temporary Irrigation Plans (OPTIONAL TASK):

Temporary irrigation systems shall be designed in compliance with City of San Diego standards for slope and streetscape establishment.

- Irrigation Legend and Notes indicating the irrigation equipment proposed for use on the project with specific requirements for inclusion for each component.
- Irrigation Plans indicating diagrammatic locations, types, and sizes, of all proposed irrigation materials, including points of connection, backflow preventers, automated irrigation controllers, remote control valves, piping and emission devices, with the most current civil base background information. The Consultant will coordinate with the Electrical Engineer, the electrical supply and phone service to the automated controller locations, if needed. Plan sheets will be set up for a 1"=30' scale.
- Irrigation Details indicating the typical installation requirements for each type of irrigation component.
- Irrigation MAWA/ETWU Calculations, Irrigation design calculations shall be performed to estimate the Maximum Applied Water Allowance and Estimated Total Water Usage.

400 – SPECIFICATIONS:

400.10 – 65% Specifications:

Consultant will prepare a list of the anticipated City and Caltrans Standard Supplementary Special Provisions (SSP's) and a specifications issues log at the 65% review cycle.

Deliverable: List of City and Caltrans SSP's

400.20 – 90% Specifications:

Consultant will prepare the SSP's for this project at the 90% review cycles based on the 2018 City of San Diego "Whitebook" Boilerplate Special Provisions and as needed, the 2018 Caltrans Boilerplate Special Provisions.

Prepare a Memo to Specification Engineer/Estimator, per Caltrans OSFP Information and Procedures Guide Section 4-6.1. Based on this memo, bridge Supplementary Specifications (SSP's), based on Caltrans Standard SSP's will be developed to be incorporated into the project technical specifications, per Section 4-6 of the Caltrans OSFP Information and Procedures Guide.

Deliverables:

- Memo to Specifications Engineer/Estimator
- 90% Specifications

400.30 – 100% Specifications:

Consultant will update the SSP's for this project based on the 90% submittal review comments from the City and Caltrans.

Deliverable: 100% Specifications

400.40 – Final Specifications:

Consultant will update the SSP's for this project based on the 100% submittal review comments from the City and Caltrans.

Deliverable: Final Specifications

500 – ESTIMATE:

500.10 – 65% Estimate:

Consultant will prepare quantities and an opinion of probable construction cost at the 65% review cycles. The estimate will be prepared in the City of San Diego's format and it is assumed that the City will provide the latest Master Bid List prior to the preparation of the estimate. Bridge items will also be in a General Plan Estimate format, per Section 11 of the Caltrans Bridge Design Aids.

Deliverables:

- 65% Opinion of Probable Construction Cost
- Updated Bridge Cost Estimate

500.20 – 90% Estimate:

Consultant will update the quantities and the opinion of probable construction cost to address 65% review comments from the City and Caltrans. A set of quantity and quantity check calculations will also be prepared in conformance with Caltrans Bridge Design Aids Section 11 for the bridge items. Quantities will be reconciled to within recommended tolerances. Results will be summarized in a Marginal Estimate Form.

Deliverables:

- 90% Opinion of Probable Construction Cost
- Cost Estimate for Bridge Items

500.30 – 100% Estimate:

Consultant will update the quantities and the opinion of probable construction cost to address 90% review comments from the City and Caltrans. Consultant will also prepare a Final Bridge quantities and estimate, which incorporate comments received on the Draft Bridge PS&E review comments from the City of San Diego and Caltrans.

Deliverables:

- 100% Opinion of Probable Construction Cost
- Final Bridge Estimate

500.40 – Final Estimate:

Consultant will update the quantities and the opinion of probable construction cost to address 100% review comments from the City and Caltrans.

Deliverables:

- Final Opinion of Probable Construction Cost
- Final Bridge Estimate

600 – HYDROLOGY/HYDRAULICS/STORMWATER:

Water Resources Technical Reports, including Drainage Study, Hydrologic Study for Triple Box Culvert, Priority Development Project Storm Water Quality Management Plan (PDP SWQMP), and Final Hydraulic Study (including Local Scour & Sediment Transport Analysis) will be prepared and submitted at the 65% submittal stage of the project.

Immediately following the 65% submittal, the Conditional Letter of Map Revision (CLOMR) application package will be prepared for submittal to the City and the Federal Emergency Management Agency (FEMA) for processing.

610.00 – Conceptual Layout for Low Impact Development (LID):

A conceptual layout to the proposed drainage and permanent stormwater BMPs will be prepared based on the revised BMP design criteria.

As an initial step to assessing permanent storm water BMPs for the project, RICK will prepare a conceptual layout for approach to LID, storm water quality, and pertinent drainage features (as-needed to support the storm water quality design approach). This will support that the project is in compliance with the 2013 MS4 Permit and the 2018 City of San Diego Storm Water Standards manual (dated October 1, 2018). Based on our current understanding, the proposed storm drain system downstream of the project will be piped directly into a “HMP Exempt” portion of the San Dieguito River, which has been identified in the Watershed Management Area Analysis of the San Dieguito Water Quality Improvement Plan (WQIP). The San Dieguito WQIP has been approved by the San Diego Regional Water Quality Control Board; therefore, the project is exempt from the hydromodification management plan (HMP) requirements.

620.00 – Drainage Study:

Consultant will prepare and submit to the City of San Diego, a Drainage Study to be used for the final engineering design of the on-site storm drain system and conveyance of flows through the site; to the storm drain outfalls into the San Dieguito River. This will be an update to the preliminary drainage study previously prepared in support of Site Development Permit (SDP) to incorporate additional final design level detail, including revised Q's to each inlet based on updated AES Rational Method analyses for the post-project condition, sizing of each inlet, dry lane calculations, detailed pipe flow analyses to identify Q's, V's, and HGLs for each storm drain segment, and designing riprap at each outfall using HEC-RAS, and preparation of the report and associated exhibits. All onsite storm drain outfalls will be designed to outlet within the limits of work identified with the EIR and EA process. The hydrologic analysis will analyze the 50-year storm event. The drainage study will be prepared in accordance with the City of San Diego Drainage Design Manual, 2017 Edition.

630.00 – Hydrologic Study for Triple Box Culvert:

The proposed culvert crossing under Via De La Valle was originally designed as a triple box culvert that will convey flows to the Hacienda Del Mar (formerly known as the Hu property and later became known as the Kruer property); however, low-flows would be collected into a bypass pipe within Via De La Valle and extended westerly into the existing drainage ditch that parallels El Camino Real and flows to the main river channel. Based on the most recent TM plans for the Hacienda Del Mar property, there has been a mitigation area shown that would require the low-flows to actually enter the mitigation area, rather than bypassing; this update would help reduce construction cost and long-term maintenance within the City ROW. Consultant will prepare an update to the draft local hydrology report titled, “Hydrologic Study for Watershed Tributary to Intersection of Via De La Valle and El Camino Real North,” dated May 24, 2012, prepared by RICK, to support final engineering of a triple box culvert and to account for additional updates as they pertain to the Hacienda Del Mar property design assumptions and incorporation of BMPs along this section of Via De La Valle.

640.00 – Final Hydraulic Study (including Local Scour & Sediment Transport Analyses):

Consultant will prepare and submit to the City of San Diego, a Final Hydraulic Study to be used for the engineering design of the El Camino Real Road and Bridge project. This will be an update to the previously approved (river hydraulics) report titled, “Hydraulic Study for El Camino Real Bridge Project on the San Dieguito River,” dated April 12, 2012, prepared by Rick Engineering Company. In addition to the April 2012 version of the report, additional modifications have been made and included into a 2013 Report specific to hydraulic conditions anticipated during construction as a result of berms and/or trestles, as requested by the resource agencies. The 2012 and 2013 versions do not reflect the final grading scenarios around the bridge and the mitigation site, and also pre-date the recent SANDAG W-19 restoration efforts. The sediment transport model (Fluvial-12) has not been updated since Dr. Chang originally prepared it prior to 2002 as well. The final hydraulic modeling will need to reflect the final design configuration, and build upon the effective models resulting from the SANDAG W-19 project. Due to previous litigation from downstream property owners, this is a critical step to ensure the final project documentation matches up with the plans with regards to Hydraulics and Sediment Transport. Since HEC-RAS now incorporates HEC-6 for Sediment Transport, the sediment transport modeling updates will be incorporated in this fashion. It is assumed the HEC-RAS files, CAD files, and GIS shape files will be updated to reflect the latest bridge information for the proposed alternative (Preferred Alternative: Eastern Alignment) that has been selected by the City to proceed into final design efforts.

The following provides more specificity regarding the key elements that will be included in order to prepare the Final Hydraulic Study & Sediment Transport Analysis Report:

Hydrology

The peak flow rates will use the same as those identified in the previously approved design reports for the project.

Hydraulics

A detailed comparison of the existing condition and proposed condition (for the selected alternative) will be updated, comparing velocities and water surface elevations for a range of relevant storm events (as already defined in the preliminary reports). The SANDAG W-19 project will either be incorporated into the existing model and proposed model, or at least into the proposed model to reflect a ‘cumulative’ proposed model. For the proposed condition, a ‘velocity run’, ‘actual run’, and ‘capacity run’ will be prepared, using low Manning’s n-values for the velocity run to help design required vegetation and stabilization measures to help prevent scour, actual anticipated n-values, and high n-values for the ‘capacity run’ to look at worst case water surface elevations that could occur with little to no maintenance of vegetation within the channel. For FEMA purposes, only the actual run will be provided in the CLOMR and LOMR submittals.

Local Scour and Sediment Transport

Local scour calculations will also be prepared for the bridge abutments and piers based on the Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 18, "Evaluating Scour at Bridges" (HEC-18). In regards to local scour calculations, the 200-year storm (scour design flood frequency) will be analyzed (i.e. – piers and abutments) and the 500-year storm will be used as a design "check".

A general (long-term) scour study for sediment transport throughout the upstream and downstream channel reach will be updated and the updated general (long-term) scour results will be included as an attachment to the updated Hydraulic Study. The sediment transport analysis will use the HEC-6 methodology now included within HEC-RAS or the Fluvial-12 model which has been used for preliminary purposes thus far.

Lastly, final design for the rock slope protection along the abutments and the northerly slope protection design in the vicinity of proposed bridge location (north bank upstream of the proposed bridge) will be included as an attachment to the Hydraulic Study, including key-in requirements. A preliminary plan view layout was identified in response to EIR-related comments; however, they were not based on results of sediment transport or local scour analyses.

650.00 – Priority Development Project Storm Water Quality Management Plan (PDP SWQMP):

Consultant will prepare and submit to the City of San Diego, a PDP SWQMP (previously known as a Water Quality Technical Report (WQTR)), for the final engineering design of the project. This will be an update to the preliminary Water Quality Technical Report (or Storm Water Data Report) previously prepared in support of Site Development Permit (SDP). The PDP SWQMP will be provided to address the requirements for permanent storm water best management practices (BMPs) throughout the site as a result of the project including: source control and site design requirements, and storm water pollutant control BMPs (previously known as treatment control BMPs). The report will be prepared in accordance with the 2018 City of San Diego Storm Water Standards Manual (dated October 1, 2018), based on requirements of the 2013 MS4 Permit. This will also include the Storm Water Requirements Applicability Checklist (SWRAC, DS-560).

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

Note: The proposed storm drain system will directly discharge into a HMP exempt portion of the San Dieguito River, which is identified via Watershed Management Area Analysis (WMAA) in the Water Quality Improvement Plan (WQIP). It is our understanding that the San Dieguito WQIP has been approved by the San Diego Regional Water Quality Control Board; therefore, HMP should not be required for this project. Additionally, if a HMP is not required, then a potential critical coarse sediment yield area analysis (PCCSYAA) or geomorphic assessment (GA) should not be applicable.

660.00 – Plan Sheets for Permanent Stormwater BMPs:

As required by the City of San Diego, provide assistance in developing plan sheets specific to the proposed permanent stormwater BMPs, which will be part of the overall plan set. This includes a QA/QC to ensure that the permanent stormwater BMPs on the plan sheets are consistent with the PDP SWQMP.

670.00 – As-Built Certification for Permanent BMPs:

Consultant will perform site observations to confirm that the site improvements for the project have been constructed in conformance with the approved City of San Diego Storm Water Standards (BMP Design

Manual) documents and construction plans. The approved PDP SWQMP, HMP, and Permanent Stormwater BMP Plan Sheets will be used to verify if field conditions reflect the intended layout for LID site design, source control, and pollutant control BMPs, as-applicable. Consultant anticipates this to include up to ten (10) biofiltration BMPs. If the field conditions are not found to be in conformance, then the specific items of concern will be discussed with the City of San Diego so corrective measures can be implemented, or alternative solutions can be discussed; which may require subsequent processing and approval through the City of San Diego.

This task includes up to a total of (3) site visits during construction, and completion of the Permanent BMP Construction Self Certification Form (DS-563). It is assumed that proposed biofiltration BMPs will have the subgrade prepared and subdrain installed with Class 2 permeable base and available for visual observations during the “initial” during construction site visits (two (2) visits), while the “third” site visit will occur once the biofiltration BMPs are completed (i.e. – bioretention soil mix installed, vegetated, and confirmed to have percolation greater than 5 inches/hour).

680.00 – Conditional Letter of Map Revision (CLOMR) Application:

The following tasks are part of the preparation of the CLOMR for the project:

Hydraulic Modeling

In addition to the design-based modeling identified separately above, the following hydraulic models will need to be reviewed and updated for FEMA-purposes specific to the CLOMR Application:

Consultant will prepare a duplicate effective HEC-2 model based on the effective HEC-2 model received from FEMA during the Flood Insurance Study (FIS) request (the FIS request will be made by Consultant as part of this scope of work). This includes recreating the digital version and running it with the intent to replicate the same output and results. At that point, this becomes the effective HEC-2 model to use as a baseline for the subsequent modeling efforts.

Consultant will also prepare a duplicate effective HEC-RAS model for this reach of channel (same limits as those studied in the preliminary efforts) importing the duplicate effective HEC-2 model into HEC-RAS computer program, adjusting minor adjustments required when going from the older HEC-2 program to the newer HEC-RAS program and running the model to identify changes to the results (i.e. – water surface elevations). This will demonstrate the difference from one model to the next; unrelated to the project impacts.

Consultant will prepare a corrected effective / existing condition HEC-RAS model for the channel based on actual existing conditions in the vicinity of the project and area of interest. This includes updating the FEMA Cross Sections within the project limits, including a minimum of two cross-sections downstream and upstream (including each of the revised sections provided in the preliminary modeling efforts to reflect known changes along this reach of channel). The updates will be based on the topographic information along with supplemental field survey prepared in support of the final design efforts. The hydraulic results will be used to prepare a revised delineation of the 100-year floodplain to correlate with the existing topography; whereas the effective delineations do not reflect the existing topography. The topographic information is assumed to be on NGVD 29.

Prepare a review and updated version of the proposed condition HEC-RAS model based on proposed conditions in the vicinity of the project and area of interest. This proposed model will reflect the proposed construction of the project, including the mitigation area along the south bank just downstream of the bridge.

Multiple Profile Hydraulic Modeling: For each of the above models, multiple profiles will be run, including the following models (as applicable based on the existing FIS data): the 10-year, 50-year, 100-year, and 500-year floodplain models. Since a floodway is not already defined, one will not be created or modeled as part of these efforts.

Note: There are numerous hydraulic studies and projects ongoing in the vicinity of El Camino Real Bridge. These include the former Hu/Kruer Property on the southeast corner of El Camino Real and Via De La Valle, the Wetland Restoration project led by SANDAG just downstream of ECR, and potential renovations within Fairbanks Ranch Golf Course. RICK and the various teams have shared project information and hydraulic models in the past, however, it will be important to confirm the status of each and define what improvements to reflect in the existing and proposed conditions specific to the El Camino Real Bridge project and what the most current “effective model” is for FEMA purposes. At this time, it’s assumed the effective model has not changed from the preliminary modeling prepared for El Camino Real.

Revise FEMA Models and Workmaps

Based on the results of the above modeling, finalize models for FEMA submittal requirements, including the HEC-RAS Floodplain Workmaps and annotated revisions to the FEMA FIRM Panel (aka Floodplain Map).

This includes tie-ins for the 100-year floodplain and floodway delineations along the channel corridor adjacent to the project, assuming tie-ins occur upstream and downstream within the limits of the effective HEC-2 / HEC-RAS model. If these do not tie-in and FEMA requires extending the hydraulic models and related revisions to the floodplain or floodway, additional fees would apply for the increased scope of work (**included as an Optional Task 680.10**).

Consultant will process the CLOMR application package through the City of San Diego and FEMA. This includes approximately 40 hours of an engineer’s time to support processing and coordination through the City and FEMA specific to the CLOMR process. It is important to note that the effort to process CLOMR applications can vary greatly from project to project; therefore, if the City or FEMA requests additional information or extensions to the revised models or work maps, additional scope and fee may apply. The approach and included scope and fee reflect our past experience of what would be typical for a project and CLOMR of this nature.

690.00 – Letter of Map Revision (LOMR) Application:

Following construction of the project, Consultant will prepare a Request for a Letter of Map Revision (LOMR) package for the affected portion of the river, as a follow-up to the above CLOMR. The LOMR request will include the following items that are typically required per the approved CLOMR from FEMA:

- Detailed Application and Certification forms
- A public notification letter submitted to the City for their approval, noting the impacts of the proposed LOMR application. RICK will coordinate with the City of San Diego on the issuance of the public notification letters. Copies of the public notification will be included in the LOMR application submitted to FEMA.
- A copy of the CLOMR letter and revised FIRM included in the original CLOMR application.

Prior to completion of the LOMR package for submittal to the City and/or FEMA, the following items will need to be made available (by the City and/or other members of the design team):

- As-built certified Grading and Improvement plans associated with the project that reflect the same grading as those submitted with the CLOMR application. *Please note:* This does not need to be typical “as-builts”, and can be a signed/stamped exhibit showing the grading and improvements located within the area of floodplain revisions (effective and proposed).
- A check made payable to the National Flood Insurance Program based on the FEMA fee for a LOMR as a follow-up to a CLOMR.

Consultant will process the LOMR application package through the City of San Diego and FEMA. This work includes processing and coordination through the City and FEMA specific to the LOMR process.

700 – GEOTECHNICAL:

710.00 – Geotechnical Investigation (Bridge Type Selection):

Review Available Geotechnical Information:

Perform a general review of the geologic conditions of the proposed improvement area by reviewing available geologic and geotechnical literature pertaining to the project site. The review will include reports and geologic maps prepared by the California Geological Survey, the U.S. Geological Survey, and other government agencies. Also, review reports and as-built plans pertaining to the existing bridge, if available.

Site Visit:

A geologic/geotechnical site reconnaissance by a California Certified Engineering Geologist and/or a California Registered Geotechnical Engineer will also be performed of the proposed improvement areas to observe and check for geologic conditions and features that could impact design, construction and cost of the proposed improvements.

Neither a geotechnical investigation nor laboratory testing is proposed to be performed during the bridge type selection phase of the project.

Preliminary Foundation Report (PFR) and Preliminary Geotechnical Design Report (PGDR):

Prepare a Preliminary Foundation Report (PFR) in accordance with Caltrans Guidelines for Foundation Reports for Bridges (2017). Preliminary foundation recommendations for bridge type selection and preliminary cost estimates will be based on our review of existing information and information collected during the site visit. Preliminary foundation recommendations will be developed in accordance with the AASHTO LRFD Bridge Design Specifications (2012), Caltrans Amendments to AASHTO LRFD Bridge Design Specifications (2014) and Caltrans Memos to Designers.

The Preliminary Geotechnical Design Report (PGDR) will be prepared in accordance with Caltrans Guidelines for Preparing District Preliminary Geotechnical Reports (2013). Pertinent geotechnical and geologic hazards and their potential impacts on the design and construction of the proposed roadway and embankment improvements for the project will be addressed. Groundwater conditions, embankment settlement and global stability, excavation characteristics of site soils and a preliminary seismic evaluation will be provided.

720.00 – Geotechnical Investigation (Final Design) (OPTIONAL TASK):

Geotechnical Field Investigation:

Consultant will complete an encroachment permit application for the City of San Diego including a borehole location map and a description of the geotechnical work to be conducted. The geotechnical exploration plan will be provided to the City for review and concurrence prior to the field investigation. Borings are proposed to be performed within the City right-of-way with the bridge borings performed on the banks and within the riverbed of the San Dieguito River. An encroachment permit from the City of San Diego and geotechnical boring permits from the San Diego County Department of Environmental Health will be secured by the Consultant. Environmental clearance for conducting the field investigation within the San Dieguito River will be obtained by the City of San Diego. Consultant will assist the City of San Diego in the preparation of the permit application by providing a work plan and boring location plan for the geotechnical investigation. Archaeological, cultural, and biological reviews or studies, if required, will be performed by the City. A field investigation schedule will be prepared by the Consultant to assist in the coordination of any necessary environmental monitoring during the geotechnical investigation.

The two borings at the proposed bridge abutments will be performed behind the crest of the banks of the riverbed. The southern abutment boring will be accessed by clearing a path from San Dieguito Road parallel to and just east of El Camino Real Road. The northern abutment boring will be accessed via the dirt road along the southern perimeter of the San Diego Polo Fields. The two borings within the riverbanks will be accessed by clearing a path through/over the riprap lined northern bank down into the riverbed to the proposed pier locations. A licensed contractor using a forklift and track mounted excavator will be used to place crane mats in the riverbed to provide a navigable path to the boring sites. The riverbed is anticipated to be wet and marshy and unable to support the drilling equipment without substantial fill dirt and earthwork. In lieu of that, an approximately 250 ft length of crane mats will be placed on the subgrade capable of supporting the drilling equipment (which weighs on the order of 20 tons) to allow it to be driven to the boring locations. Once the borings are complete, the contractor will remove the crane mats and return grade and rip rap at the northern bank as close as possible to the condition prior to drilling. No vegetation will be mowed or removed within the riverbed; therefore, no re-vegetation within the riverbed will be performed.

The four remaining borings will be performed on the dirt access road to the San Diego Polo Fields or along the shoulders and within the lanes of Via De La Valle and El Camino Real. Traffic control will be performed by a certified traffic control contractor following City standards. A traffic control plan will be included with the encroachment permit application to the City of San Diego.

The borings will be conducted for the purpose of collecting soil samples and logging subsurface conditions. A rubber-track limited access drill rig equipped with mud-rotary drilling and wire-line rock coring system will be used to advance the exploratory borings for the bridge. A truck-mounted drill rig will be used to excavate the remaining four soil borings. Spoils generated from the boring excavations will be contained in 55-gallon drums and temporarily stored on-site until the contents can be tested and legally transported on public roads to a licensed disposal facility. In addition to the borings, two Cone Penetration Test (CPT) soundings will be advanced to assist in the site characterization and liquefaction evaluation. Boreholes and CPT soundings will be backfilled with cement-bentonite grout or as required by the permitting agencies.

Small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler through alluvial soils. Once formational soils are encountered, rock cores will be recovered using rock coring drilling techniques. Rock cores will be retrieved with a HQ coring system which will recover 2-3/8" diameter rock cores. EMI will collect bulk samples of near-surface subgrade soils to determine R-value and maximum density. Soil samples will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Four borings are proposed for the bridge, one at each abutment and two mid-span in the riverbed as

described above. The target depth of the bridge borings is between 150 and 250 ft. Two CPT soundings will also be advanced near the proposed bridge abutments and will have a target depth of 125 ft. Four roadway borings will be performed where embankment, retaining wall, and roadway improvements are proposed. The target depth of the roadway borings is 25 ft. A summary of the proposed geotechnical investigation is provided in Table 1.

Table 1. Summary of Proposed Geotechnical Investigation

Improvement Description	Number of Borings	Target Depth (ft)
El Camino Real Bridge	4 – Rrotary Wash / Rock Core	150 to 250 ft
El Camino Real Bridge	2 – Cone Penetration Tests	125 ft
Embankments/Roadway	4 – Rotary Wash / Hollow Stem	25 ft

Laboratory Testing: Representative soil samples from each boring will be chosen for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their engineering characteristics. The following laboratory tests are anticipated: moisture, density, grain size distribution, expansion index, consolidation, sand equivalent Atterberg Limits, R-value, maximum density and optimum moisture content, soil corrosion, direct shear, tri-axial strength testing and unconfined compression testing.

Geotechnical Engineering Analyses: Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and create idealized soil profiles for design purposes. A seismic hazard evaluation will be performed based on the current Caltrans Seismic Design Criteria (2013). Geotechnical analysis of bridge foundations will be performed following the AASHTO, LRFD Bridge Design Specifications (2012) and current California State Amendments (2014). A site corrosion study will be performed following current Caltrans Corrosion Guidelines (2018). Pavement structural sections will be designed in accordance with the Caltrans Highway Design Manual (2017).

Report Preparation: EMI will prepare a Foundation Report (FR) for the proposed bridge foundation and a Geotechnical Design Report (GDR) that will include recommendations for embankments, culverts, retaining walls and structural pavement sections. Draft reports, summarizing the results of the field investigation and laboratory soil tests, presenting the geologic and geotechnical site conditions and providing geotechnical design and construction recommendations will be prepared for submittal to the City of San Diego and any other participating agencies. EMI will address review comments and incorporate responses to comments into final reports.

730.00 – Initial Site Assessment (ISA) Update Letter:

This task involves updating the 2006 Hazardous Materials Initial Site Assessment (ISA) Report (Ninyo & Moore, 2006b). The scope of services is provided below:

- Obtaining and reviewing environmental database reports, which summarizes federal, state, and local regulatory agency databases for the project area and for properties located within a specified radius of the project area. Databases will identify locations of known hazardous waste sites, landfills, leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
- Providing an update letter regarding the findings and recommendations presented in the 2006 ISA.

740.00 – Aerial Deposited Lead (ADL) Soil Sampling:

As recommended in the 2006 ISA, Consultant will perform an aerially-deposited lead (ADL) survey along unpaved shoulders of El Camino Real and Via de la Valle to evaluate the presence of lead in surface and near surface soils along the proposed project area. The scope of services is provided below:

- Project coordination with Rick Engineering Company.
- Preparing encroachment permit from the City of San Diego for the hand auger borings performed adjacent to the streets, specifically Via de la Valle.
 - Based on our discussions with Rick Engineering Company, the City encroachment permit fee will be waived by the City. Therefore, the City permit fee is not included.
 - A technical illustrator/CAD operator will plot the existing utility lines (as marked by USA in the field) on the exploration location plan that will be submitted as part of the encroachment permit application. This is required even if the existing utility plans are submitted to us.
 - Based on the location of the hand auger borings and method of collection, traffic control is not anticipated to be required by the City. Therefore, a traffic control permit and traffic control is not included.
- Advancing seven hand auger borings along unpaved areas at the project area and collecting soil samples at the surface and at 0.5 feet below ground surface (bgs) from each location.
 - The seven locations will be accessible, in or adjacent to the project area, not in the existing roadways (i.e., traffic control is not required), in exposed soil, and sampled on one day. Assumes the project area will be clearly delineated in the field by Rick Engineering Company.
 - The hand auger will be decontaminated between samples and decontamination fluid will be returned to the hand auger boring location. Investigation-derived waste will not be generated. Hand auger locations will be backfilled with native soil.
- Analyzing the seven surface samples for total lead by United States Environmental Protection Agency (USEPA) Test Method 6010B, soluble lead by the waste extraction test method (CA WET method), deionized water (DI) WET method, toxicity characteristics leaching procedure (TCLP), and pH by Standard Method 4500. The 0.5 foot sample from the three locations with the highest concentrations would be analyzed by the aforementioned test methods, if shallow lead concentrations exceed acceptable levels, as determined by the Caltrans guidance.
 - The fixed-base laboratory costs reflect normal turnaround times. If requested, the turnaround times can be expedited for an additional cost.
- Preparing a technical memorandum summarizing field activities, including tabulated analytical data, analytical reports accompanied with chain of custody and quality assurance/quality control documentation, and appropriate figures and tables.
 - Respond to one round of comments on our technical memorandum.

750.00 – Hazardous Building Materials (HBM) Survey:

As recommended in the 2006 ISA, Consultant will perform a Hazardous Building Materials (HBM) Survey on the El Camino Bridge. The purpose of the survey is to evaluate the presence of asbestos-containing material (ACM) and lead-containing surfaces prior to bridge demolition. The scope of services is provided below:

- Surveying and inspecting the subject bridge in order to identify homogeneous areas, suspect materials, and suspect surfaces.
 - The underside of the bridge is accessible at the north and south ends. The middle span of the bridge is inaccessible without special equipment, but is assumed to be homogenous with the accessible portions of the bridge.
 - The visual observations made by the Consultant will be limited to accessible areas of the site. As such, some materials and/or surfaces may be inaccessible at the time of HBM survey activities. Laboratory testing of any suspect materials and/or surfaces, which are not encountered during

HBM survey activities but are exposed during renovation and/or demolition activities, will be recommended.

- Conducting on-site x-ray fluorescence (XRF) testing, in order to test surfaces suspected to contain lead. XRF testing is a non-destructive test method that yields accurate results quickly with no damage to the suspect surfaces. Ninyo & Moore's California Department of Public Health Certified Lead-Related Construction Inspector/Assessor will conduct the testing.
 - Traffic control and permits for sampling are assumed not to be required and are not included in our fee estimate.
- Conducting bulk sampling of building materials suspected to be asbestos-containing. Bulk sampling involves collection of small pieces of the suspect material (about the size of a postage stamp). Ninyo & Moore's California Division of Occupational Safety and Health Certified Asbestos Consultant or Site Surveillance Technician will conduct the bulk sampling. Sample analysis will be performed by the USEPA recommended method of polarized light microscopy (PLM). Sample analysis will be conducted by an independent, sub-contracted laboratory with appropriate certifications. We have estimated that up to 35 PLM analyses will be performed.
 - Collection of bulk samples of suspect ACMs causes damage to the existing materials. Care will be taken to collect bulk samples of suspect ACMs in low visibility areas where possible or in areas of prior damage. Concrete samples will be chipped from the edges of bridge features. Use of concrete coring equipment is not anticipated for this project.
 - The fixed-based laboratory costs reflect normal turnaround times.
- The National Emission Standard for Hazardous Air Pollutants (40 California Federal Regulations 61 Subpart M) recommends that material found to contain less than 10% asbestos by PLM be further analyzed, or "point-counted," in accordance with a subsection of the USEPA-recommended PLM analysis method. We have estimated that up to three "point-counts" will be utilized.
 - Bulk ACM sample results will be provided within five working days of sample receipt at the sub-contracted laboratory. "Point-count" analysis, if needed, will be requested on a similar turnaround time.
- Preparing an HBM Survey report presenting the data, inclusive of a material location map with approximate locations of identified hazardous building materials and summarizing our conclusions and recommendations regarding the bridge.
 - Respond to one round of comments on our HBM Survey report.

800 – QUALITY CONTROL REVIEW:

Consultant will provide an independent review of the project design at the 65% and 90% project milestones. *(Consultant will implement quality control and quality assurance procedures throughout the duration of the project as well.)* The proposed improvements will be reviewed with particular attention to common project challenges such as utilities, staging areas, work areas, traffic maintenance, storm water control, right of way constraints, and environmental considerations.

The independent review will also evaluate the biddability and constructability of the project while focusing on issues to reduce the project cost and reduce the City's liability during and after the project's construction phase.

800.10 – 65% Plan Review:

Consultant will review the 65% plans prepared for the El Camino Real project. A site visit will be conducted during the review period. A constructability review of the 65% plan sheets will be provided.

Specific attention will be provided to the following: major design issues, facility conflicts (proposed vs. existing), stage construction/traffic control, and specifications required for the project.

800.20 – 90% Plan and Specification Review:

Consultant will review the 90% plans and specifications prepared for the El Camino Real project. A general review of the 90% plan sheets and special provisions will be provided. Review of the 90% specifications will verify that all planned construction work is addressed within the City's Specifications for Public Works Construction (Whitebook), the Standard Specifications for Public Works Construction (Greenbook), or in the project's Special Provisions (technical specifications). Work items that have not been addressed will be noted. Applicability of the technical specifications provided will be verified.

900 – ENVIRONMENTAL SERVICES (OPTIONAL TASK):

Consultant will provide assistance regarding regulatory permitting requirements for incorporation into construction bid packages, based on the U.S. Army Corps of Engineers 404 Permit, Regional Water Quality Control Board 401 Certification, and California Department of Fish and Wildlife 1602 Agreement to be acquired for project construction activities.

Consultant will provide assistance with the permitting issues related to biological resources.

These tasks excludes any cultural or Native American monitoring during ground disturbing activities, given the high variability of monitoring required based on depths of grading, construction schedules, and phasing.

1000 – VISUAL SIMULATIONS/RENDERINGS (OPTIONAL TASK):

Consultant will provide the visual simulation services for the project. Intended Scope Items include the following:

1010.00 – Outreach Support:

Consultant will support the public outreach efforts using 3D modeling and other graphics and mapping to help portray the project intent and to improve the public's understanding of the proposed project changes. Approved streetscape improvement plans will be utilized to increase the understanding of the project. This will require the development of a 3D model that can be used for still action images as well as a drive-through / walk-through video clips showing the overall project in a dynamic and realistic environment. A quick model will be developed in SketchUp that will portray the project in conceptual terms, and for initial overlay with keyviews to help select the views that should be simulated. Output of oblique cross sections and plan views will be included in work products. Output of animations through fly-throughs will also be part of the use of this model. The use of the model for phasing sequence is also part of the scope of work. These are essential products in helping to move the project forward and in bringing the public's understanding as to the latest components of the plan. Once the keyviews have been selected for simulation, the models will be finalized.

Deliverables: Project Renderings

1020.00 – Aesthetic / Visual Mitigation Integration into Project Plans:

Consultant has direct knowledge of the existing visual environment, the local natural and man-made conditions and the requirements for lowering the contrasts and potential character changes resulting from

the built project. Consultant will help the team develop renderings of the biological revegetation as well as the visual mitigation requirements and how they may affect the street improvements, storm water runoff and landscape mitigation requirements. Consultant will assist the team in the final design of the bridge and roadway elements that may affect the visual environment, to assure consistency with visual and aesthetic mitigation and impact avoidance requirements. Avoidance of creating a visual impact will be the first step in this assistance, but if the impact cannot be avoided because of other criteria and program requirement, then limiting the impact through a project feature or project design may be appropriate. This step is an essential component of the project to make sure that project feature are integrated into the project that avoid or lessen the impacts and are part of the final plans.

Deliverables: Project Renderings

1030.00 – Construction Simulation Video:

Consultant shall prepare a construction simulation/animation of the construction sequencing of the project that can be utilized by the City of San Diego [Client]. The simulation will utilize a variety of CAD, Google Earth, SketchUp, 3D Studio Max, Lumen RT and Adobe After Effects and Premiere Pro to accomplish. The construction simulation video shall generate a detailed model of the bridge and roadways and will incorporate visual effects including vehicles, bicyclists, pedestrians, lighting, etc. The video simulation will be prepared based on coordination with the design team and will identify the construction sequencing of both the bridge and the roadways.

Deliverables: Construction Simulation Video

1100 – PROJECT MANAGEMENT:

1110.00 – Meetings and Coordination:

Consultant will attend meetings, prepare meeting minutes, and coordinate with the project team, City, Caltrans, and Project Stakeholders. Consultant anticipates that multiple meetings of various types will be needed for project coordination. The following are the type of meetings that are anticipated for the project:

- Project Development Team Meetings
- Specific Topic Discussion Meeting(s)
- Caltrans Local Assistance Meeting(s)
- Other Agency Meeting(s)
- Community Group/Planning Group Meeting(s)
- Stakeholder Meeting(s)
- Comment/Response Design Meeting(s)
- Field Reconnaissance
- Design Team Meeting(s)

It is also anticipated that a Bridge Type Selection Meeting and conference call meetings to resolve comments and obtain technical concurrence with Caltrans Structures Local Assistance will be required. Effort includes preparation of the Type Selection Meeting presentation.

Deliverables: Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format

1120.00 – Funding Eligibility Request Assistance:

Assist the City in preparing requests for funding eligibility. Consultant will prepare exhibits to identify the participating versus non-participating limits to allow the City to negotiate the HBP Funding limits and will assist the City in the preparation of Caltrans form Local Assistance Program Manual (LAPM) Form 12-A. Draft a memo summarizing this request.

Deliverables: HBP Funding Limits Exhibit, LAPM Form 12-A, Draft of Funding Eligibility Request Memo

1200 – BID SUPPORT, CONSTRUCTION SUPPORT, AND AS-BUILTS (OPTIONAL TASK):

1210.00 – Prepare R.E. Pending File:

Prepare Resident Engineers (RE) Pending file, per Section 4-9 of the Caltrans OSFP Information and Procedures Guide. This task includes items such as 4-scale, as-built drawings, quantity calculation forms, right of way plats and legal descriptions, applicable reports, applicable correspondence, monumentation data, public agency contacts, and specifications.

Deliverable: R.E. Pending File

1220.00 – Bid Support:

The Consultant will be available to provide support to the City of San Diego during the bidding process for the project. This will include attendance at a pre-bid meeting, responding to any Contractor Request for Information (RFI), and providing clarifications during the bid process. The Consultant will also prepare any addendums needed to the contract during the bid process. It is assumed that the Client will be responsible for the distribution of such Addenda to the prospective bidders.

1230.00 – Construction Support:

1230.10 – Construction Meetings:

Consultant will provide technical support to the City and the Construction Manager during the construction phase of the project. This support will include the following:

- Consultant to have one staff member attend construction meetings to include a pre-pre construction meeting, pre-construction meeting, field review meetings, construction progress meetings, and public meetings.

1230.20 – Requests for Information (RFI):

Consultant will prepare written responses to RFIs. Consultant will help resolve discrepancies in the contract documents and visit the jobsite as required to address construction related issues when requested by the Resident Engineer and/or Construction Manager. Evaluate anomalous concrete pile inspection results and evaluate reduced structural capacity.

Consultant will prepare a complete RFI Document Report and provide a copy to the City at the end of construction. It will be the responsibility of the Contractor and City's Resident Engineer to provide any other construction-related changes to the Consultant for inclusion in the RFI report.

Deliverables: RFI Document Report, Written Responses to RFIs

1230.30 – Contract Change Orders (CCO):

Consultant to assist the Resident Engineer and/or Construction Manager in preparing, reviewing, and recommending resolutions to proposed CCOs. CCOs could include (1) plan sheet revisions, (2) updates to the SSP's, (3) supplemental calculations and independent check calculations and (4) updates to quantity calculations and independent quantity check calculations.

1230.40 Value Engineering Cost Proposals (VECP) (Bridge Only):

Consultant to review the feasibility of VECPs to include a preliminary evaluation of structural integrity, conformance with design standards and cost effectiveness. Final review of VECP's are not included in this scope of work.

Deliverables:

- Written responses to bridge-related RFI's
- Revised, supplemental and replacement plan details
- Updates to the SSP's
- Updates to structure and quantity calculations and check calculations

1230.50 – Review of Submittals and Working Drawings:

Consultant to review submittals and working drawings for conformance with contract documents. Incorporate comments from the City and Caltrans. Prepare markups of the submittals and working drawings and stamp submittals and working drawings to indicate whether they are approved or required to be resubmitted. Review corrected submittals and working drawings, as previously noted. Working drawings to be reviewed as part of this scope of work include:

- Prestressing systems
- Structural steel
- Bridge metal railings
- Temporary support of casings
- Bearings
- Joint seal assemblies

- Bridge pipeline support components
- Applicable civil and traffic related submittals

This scope does not include review of working drawings at the "field level," as defined in Section 5-4 of the Caltrans OSFP Information and Procedures Guide.

Deliverable: Stamped Structure Working Drawings

1230.60 – Soil Preparation Review (Landscape and Irrigation Only):

Consultant shall review the preparation of soils per City standard specifications, including soil amendments, fertilizers, watering program, etc.

1230.61 – Irrigation Mainline Pressure Test (Landscape and Irrigation Only):

Consultant shall review the points of connection, equipment installation, and pressure test results as presented by the Contractor to the Resident Engineer.

1230.62 – Irrigation Coverage Test (Landscape and Irrigation Only):

Consultant shall review the installed irrigation systems for remote operability, equipment models and installation, equipment operation, and coverage of water distribution of all existing and proposed plant materials for full coverage and full operability.

1230.63 – Plant Material Review (Landscape and Irrigation Only):

Consultant shall review plant materials upon delivery to the site for compliance with the specifications and standards for nursery stock.

1230.64 – Planting Area Layout Review (Landscape and Irrigation Only):

Consultant shall review the Contractor's planting area layout of planting materials for review prior to installation within each individual planting area. Consultant will coordinate with the Contractor to arrange for field review times prior to installation.

1230.65 – Substantial Completion Review / Punch List Preparation (Landscape and Irrigation Only):

Consultant shall review newly-installed planting and irrigation systems. A punch list will be developed to list any items to be completed for compliance with the contract documents.

1230.66 – Punch List Completion Review (Landscape and Irrigation Only):

Consultant shall review all punch list items to confirm completion of correction for compliance with the contract documents and field direction provided to the Contractor. Upon completion of the punch list items, the Contractor will be provided with a completion letter and recommendation to begin the maintenance period.

1230.67 – Final Walkthrough Review (Landscape and Irrigation Only):

Upon completion of the maintenance period, a final walkthrough shall be completed to observe complete installation of planting and irrigation improvements indicated in the contract documents. This meeting will result in a written acceptance letter acknowledging the completion of the work upon the completion of any punch list items.

1230.70 – As-Builts:

Consultant will assist the City in the preparation of As-Builts for the project. The City will provide all appropriate redlines for inclusion into the As-Built plan set. Consultant will also incorporate any formal changes per the RFI Document Report into the As-Built Plans. Consultant will field verify all provided information and present their findings to the City for approval and prior to memorializing the findings onto the as-builts.

Deliverables:

- As-Built PDF files of the Final Plans
- 1 set of the As-Builts Plans (Full-size)
- 1 Full-size Mylar As-Built Plan Set

GENERAL ASSUMPTIONS AND EXCLUSIONS:

Construction Support Tasks:

The following items listed below are typically performed by the Construction Management Team and are therefore excluded:

- Falsework and formwork review
- Trestle plan review
- Shoring plans and calculations review
- Utility pipe and conduit drawing review
- Hot mix asphalt concrete and minor concrete mix designs
- Site inspection
- Test boring drill rig rental and drilling labor
- Materials testing
- Construction Staking Notes Package and Electronic Data File
- Slope Stake/Finish Grade Hard Copies

Hydrology and Hydraulic Tasks:

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

- Hydromodification Management Plan (HMP) – It is anticipated that the proposed storm drain system will directly discharge into a HMP exempt portion of the San Dieguito River, which is identified via Watershed Management Area Analysis (WMAA) in the Water Quality Improvement Plan (WQIP). The San Dieguito WQIP has been approved by the San Diego Regional Water Quality Control Board; therefore, the project is exempt from the hydromodification management plan (HMP) requirements.
- Potential Critical Coarse Sediment Yield Analysis – It is anticipated that this will not be applicable to this project as long as the project is exempt from the HMP requirements.
- SCCWRP Stream Assessment to determine the stream susceptibility – This should not be applicable since the project is anticipated to be exempt from the Hydromodification Management Plan (HMP) requirements.
- Alternative Compliance – This is not anticipated since the on-site storm water pollutant control BMP requirements are anticipated to be addressed using biofiltration BMPs or better. If it is determined that an approach using Alternative Compliance would be beneficial to the project (or portions thereof), then a separate scope and fee can be developed based on specific goals at that time.
- SWMDCMA – A storm water maintenance agreement should not be required since it is a public project.
- Detention – Onsite detention is not anticipated to be required by the City of San Diego since the project discharges into San Dieguito River at the downstream portion of a very large watershed and the increase in runoff due to the project is negligible.
- Offsite Drainage Analysis – A hydrologic analysis for the onsite and surrounding contributing areas to the proposed outfall locations is included in the Drainage Study task item. However, detailed hydraulic modeling of upstream storm drain systems (north of Via De La Valle) is not included.
- SWPPP / General Construction Permit – It is assumed this will be prepared by the contractor (if applicable); therefore, this is not included as part of this scope of services.
- QSP, QSD, Notice of Termination, and Annual Reports.
- Environmental; for example requests from the US Army Corps of Engineers (USACOE);
- Updates to Caltrans technical reports, including Storm Water Data Report (SWDR), Water Quality Assessment Report (WQAR), Location Hydraulic Study (LHS), Summary of Floodplain Encroachment Report (SFER), and Construction Phase Hydrologic and Hydraulic Report are not included since they were previously approved as part of the NEPA effort.
- Geotechnical Engineering – Infiltration rates and/or feasibility will need to be confirmed by a geotechnical engineer as part of documenting infiltration feasibility analysis within the PDP SWQMP. It is assumed that infiltration is not feasible since locations will be on compacted fill (and Type D soils); therefore, the BMPs will be designed as “Biofiltration BMPs” with subdrains.

Structural Tasks:

The scope of services presented herein is based on a 3-span bridge with approximate plan dimensions of 350 feet in length and 94 feet in width. Design will continue over an 18-month period, followed by a 30-month construction duration. The following services are not included as part of the Structural tasks of this proposal:

- Permit preparation, processing and fees
- Dry utility design plans are excluded, although TYLI Staff will coordinate with dry utility owners, and the bridge PS&E will include openings and supports for the dry utility conduits
- Tsunami Study since the site is not within the Tsunami Hazard Inundation Zone

- Design of bridge abutment/approach roadway embankment scour protection measures
- Existing bridge analysis, seismic evaluation, retrofit, repurposing or staged removal analysis
- Value Engineering Analysis
- Preparation of Requests for Authorization
- Final Review of Value Engineering Cost Proposals
- Construction access studies
- Assist the City in preparation of Caltrans form LAPG form 6-B and 6-D

Geotechnical Tasks:

For the above described scope of work, the following assumptions and exclusions were taken into account:

- If hazardous materials are encountered during the geotechnical field services, EMI will terminate our work and notify the Client.
- No investigation of infiltration/detention basins is necessary since the project is mainly on embankment material and basins are not anticipated for this project.
- Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
- City permit fees are assumed to be waived for City projects. If permit fees are required, reimbursement for permit fees would be requested.
- Temporary storage for 55 gallon drums will be allowed on-site while contents are tested for disposal. It is anticipated that up to 20 drums will be generated as the result of drilling and drums would be stored on-site for up to 4 weeks prior to disposal.

Geotechnical Tasks:

For the above described scope of work, the following assumptions and exclusions were taken into account:

- Permits, other than the DEH well permit and the City of San Diego encroachment permit application, will not be required.
- The fee for the City encroachment permits will be waived and traffic control is not required.
- The project site is accessible to regular drilling and site access will be granted. Any coordination required for our field investigation near the Polo fields or other private properties will be performed by the Client with the property owners and authorizing signatures, if required, will be obtained by the Client.
- Our environmental field operations can be performed during regular work hours, Monday through Friday.
- The soil cuttings collected in drums will be disposed of offsite as non-hazardous waste. Soil drums will be temporarily stored onsite (estimated to be approximately three weeks) until the laboratory soil analytical testing is completed. The permission to store these drums temporarily onsite near our boring locations will be granted by the owner.
- If regulatory or permitting agencies require traffic control and patching of boring locations, we will request additional fees.
- Environmental sampling and/or testing beyond those described herein is not part of this scope of work, but a proposal for such an evaluation can be provided, if requested.

Quality Control Tasks:

For the above described scope of work, the following assumptions and exclusions were taken into account:

- Review of geometric design for compliance with standards;
- Review of structure design calculations;
- Review of structural detailing and specifications;
- Review of traffic signal plans and specifications;
- Review of electrical plans and specifications;
- Review of front-end specifications;
- Review of ancillary engineering reports and studies;
- Review of right-of-way maps and acquisition documents;
- Review of the construction cost estimate.

Landscape and Irrigation Tasks:

For the above described scope of work, the following assumptions were taken into account:

- Irrigation systems shall be designed for potable water usage,
- Consultant shall specify all water sources including water meters and service line sizes, as required for new irrigation systems. Consultant to provide required water meter and service line sizing for the project.
- Client shall determine if 'optional' irrigation systems design is to be provided with work prior to providing the Notice To Proceed (NTP) to the Consultant.
- Irrigation controller system requirements (i.e.-central control or standalone controller, phone or radio communications components, rain sensing options, hand-held radio component requirements, etc.)

Consultant can also provide the following services for additional fees to be estimated at time of request:

- Additional concept studies other than those listed in the scope of services
- Soil horticultural analysis and/or testing
- Lighting and electrical plans; Street lighting; Wall / fence plans and details
- Planting or improvements beyond the project boundaries
- Plans for reclaimed water use; Water management plan
- Sign/entry monument design documents
- Sign/entry monument design documents other than those required for ADA compliance
- Plan submittals in addition to those listed in the scope of services
- Selection of plant material at nursery
- Obtaining any necessary permits
- Cost of permits and fees
- Colored presentation drawings
- Perspective presentation drawing
- Plant establishment monitoring
- Converting non Autocad formats to Autocad format
- Changes required to the documents due to revisions in the base map or subject project area after the 65% submittal (major base changes).
- Changes to the construction documents as a result of design changes to the approved landscape concept design
- Changes to the design concept and/or construction documents due to changes to applicable codes, laws and regulations after the execution of this agreement

- Changes to the construction documents required as a result of the construction administration process.

COMPENSATION AND FEE SCHEDULE

EXHIBIT B**COMPENSATION AND FEE SCHEDULE**

Task Description		COST, \$:
100.00	Aerial Topography/Field Surveying/Mapping (RICK)	\$67,210.00
200.00	Bridge Type Selection (T.Y. Lin International)	\$111,730.00
300.00	Plans (RICK/PCG)	\$344,201.00
350.00	Structural (T.Y. Lin International/MGE)	\$531,582.00
360.00	Landscape & Irrigation (Estrada Land Planning)	\$28,800.00
400.00	Specifications (RICK)	\$24,560.00
500.00	Estimate (RICK)	\$29,300.00
600.00	Hydrology/Hydraulics/Stormwater (RICK)	\$165,240.00
700.00	Geotechnical (EMI/Ninyo & Moore)	\$51,242.00
800.00	Independent Quality Control Review (QIC)	\$16,054.00
1110.00	Project Management (RICK)	\$164,150.00
Scope of Services Total		\$1,534,069.00
230.00	Foundation Optimization (T.Y. Lin International) (OPTIONAL)	\$36,880.00
350.00	Non-Standard Design to Address CT SLA Comment Responses (T.Y. Lin International) (OPTIONAL)	\$13,200.00
360.40	Conceptual Plant Palette (Estrada Land Planning) (OPTIONAL)	\$4,880.00
360.50	Temporary Irrigation (Estrada Land Planning) (OPTIONAL)	\$17,920.00
680.10	Floodway Analysis (Delineation) (OPTIONAL)	\$12,560.00
720.00	Geotechnical (EMI) (OPTIONAL)	\$212,400.00
900.00	Environmental Services (MBI/Nordby Biological) (OPTIONAL)	\$25,000.00
1000.00	Visual Simulations/Renderings (KTU&A) (OPTIONAL)	\$43,325.00
1200.00	Bid Support/Construction Support (RICK/T.Y. Lin International, Estrada Land Planning) (OPTIONAL)	\$168,320.00
1200.00	As-Builts (RICK, T.Y. Lin International, Estrada Land Planning) (OPTIONAL)	\$38,170.00
-	Additional Services	\$100,000.00
-	Reimbursable Expenses	\$242,988.00
Additional Services Total		\$915,643.00
TOTAL PROJECT COST, \$:		\$2,449,712.00

COMPENSATION SCHEDULE SUMMARY

RICK ENGINEERING COMPANY

PROJECT: El Camino Real Road and Bridge Project

SUBJECT: Final Engineering & Bid Support, Construction Support, & As-Builts Compensation Schedule

100.00	Aerial Topography/Field Surveying/Mapping	(RICK)	
110.00	Photogrammetry/Topographic Mapping:		\$14,910.00
120.00	Field Surveying:		\$18,760.00
130.00	Mapping/Computing:		\$33,540.00
		Surveying & Mapping Total	\$67,210.00
200.00	Bridge Type Selection	(TY LIN)	
210.00	Project Specific Bridge Design Criteria		\$14,800.00
220.00	Bridge Alternatives Analysis		\$48,680.00
240.00	Type Selection Report		\$33,120.00
1120.00	Funding Eligibility Request Assistance		\$3,730.00
1110.00	Meetings and coordination (Bridge Type Selection)		\$11,400.00
		Bridge Type Selection Total	\$111,730.00
300.00	Plans (Dry Utilities)	(PCG)	
310.00	Project Foundation		
310.20	Preparation of a Project Base File:		\$5,471.00
		Dry Utilities Total	\$5,471.00
300.00	Plans (Civil)	(RICK)	
310.00	Project Foundation:		
310.10	Research		\$695.00
310.20	Prepare Project Design Base File		\$2,315.00
320.00	Plan Preparation:		
320.10	65% Submittal:		\$141,615.00
320.20	90% Submittal:		\$85,210.00
320.30	100% Submittal:		\$38,850.00
320.40	Final Submittal:		\$9,200.00
		Civil Plans Total	\$277,885.00
300.00	Plans (Traffic)	(RICK)	
320.00	Signing and Striping Plans:		\$9,005.00
330.00	Traffic Signal Plans:		\$33,400.00
340.00	Traffic Control Plans:		\$18,440.00
		Traffic Plans Total	\$60,845.00
350.00	Bridge Plans	(TY LIN)	
350.10	Unchecked Bridge Details (65%)		
350.10	Prepare unchecked bridge plans		\$191,840.00
500.10	Update bridge cost estimate		\$19,180.00
400.10	Prepare list of structure supplementary special provisions (SSP's)		\$4,900.00
1110.00	Meetings and coordination (65%)		\$14,600.00
350.20	Draft Bridge Plans (90%)		
350.20	90% Bridge Plans		\$81,106.00
350.40	Constructability review		\$8,200.00
500.20	Bridge Quantities and Estimate		\$27,600.00
400.20	Bridge Specifications (SSP's)		\$16,400.00
1110.00	Meetings and coordination (90%)		\$11,680.00
350.50	Bridge Plans (100%)		
350.50	100% Bridge Plans		\$46,307.00
400.30	Update Bridge Specifications		\$8,200.00
500.30	Update Bridge Quantities and Estimates		\$11,840.00
1110.00	Meetings and coordination (100%)		\$6,500.00

COMPENSATION SCHEDULE SUMMARY

350.60	Final Bridge Plans		
350.60	Final Bridge Plans		\$22,669.00
400.40	Update Bridge Specifications		\$4,900.00
500.40	Update Bridge Quantities and Estimates		\$6,720.00
		Bridge Plans Total	\$482,642.00
350.00	Bridge Plans (Independent Check)	(MGE)	
350.30	Bridge Independent Check:		\$48,940.00
		Bridge Plans Total	\$48,940.00
360.00	Landscape and Irrigation Plans	(ESTRADA)	
360.10	Draft Landscape Plans (65%):		
360.10	Draft Landscape Plans (65%):		\$8,960.00
400.10	Specifications		\$2,240.00
500.10	Estimate		\$1,280.00
1110.00	Meetings		\$1,280.00
360.20	Pre-Final Landscape Plans (100%):		
360.20	Pre-Final Landscape Plans (100%):		\$7,840.00
400.30	Specifications		\$960.00
500.30	Estimate		\$960.00
1110.00	Meetings		\$480.00
360.30	Final Landscape Plans:		
360.30	Final Landscape Plans:		\$3,520.00
400.40	Specifications		\$480.00
500.40	Estimate		\$800.00
		Landscape Plans Total	\$28,800.00
400.00	Specifications	(RICK)	
400.10	65% Specifications:		\$1,050.00
400.20	90% Specifications:		\$15,840.00
400.30	100% Specifications:		\$5,990.00
400.40	Final Specifications:		\$1,680.00
		Specifications Total	\$24,560.00
500.00	Estimate	(RICK)	
500.10	65% Estimate:		\$12,650.00
500.20	90% Estimate:		\$8,510.00
500.30	100% Estimate:		\$5,850.00
500.40	Final Estimate:		\$2,290.00
		Estimate Total	\$29,300.00
600.00	Hydrology/Hydraulics/Stormwater	(RICK)	
610.00	Conceptual Layout for LID, WQ, Drainage		\$4,480.00
620.00	Drainage Study		\$23,080.00
630.00	Hydrologic Study for Triple Box Culvert		\$8,880.00
640.00	Final Hydraulic Study (incl. Local Scour & Sediment Transport)		\$60,960.00
650.00	PDP Storm Water Quality Management Plan (PDP SWQMP)		\$22,500.00
660.00	Plan Sheets for Permanent Stormwater BMPs		\$5,220.00
670.00	As-Built Certification for Permanent BMPs		\$2,840.00
680.00	Conditional Letter of Map Revision (CLOMR) Application		\$21,960.00
690.00	Letter of Map Revision (LOMR) Application		\$15,320.00
		Water Resources Total	\$165,240.00
700.00	Geotechnical	(EMI)	
710.00	Geotechnical Investigation (Bridge Type Selection):		\$31,950.00
		Geotechnical Total	\$31,950.00

COMPENSATION SCHEDULE SUMMARY

700.00	Environmental Geotech	(Ninyo and Moore)	
730.00	Environmental ISA Update Letter		\$1,840.00
740.00	Environmental ADL Soil Sampling		\$11,517.00
750.00	Environmental Hazardous Building Materials Survey		\$5,935.00
	Environmental Geotechnical Total		\$19,292.00
800.00	Quality Control Review	(QIC)	
800.10	65% Plan Review:		\$6,734.00
800.20	90% Plan Review and Specification Review:		\$9,320.00
	Quality Control Total		\$16,054.00
1100.00	Project Management	(RICK)	
1110.00	Meetings and Coordination:		\$155,850.00
1120.00	Funding Eligibility Request Assistance:		\$8,300.00
	Project Management Total		\$164,150.00
	Reimbursable Expenses		
	Rick Engineering Company		\$44,890.00
	PCG		\$800.00
	TY Lin International		\$12,500.00
	Estrada Land Planning		\$363.00
	Earth Mechanics		\$184,400.00
	QIC		\$35.00
	Reimbursable Expenses Total		\$242,988.00
	<u>Optional Tasks:</u>		
230.00	Foundation Optimization	(TY LIN)	\$36,880.00
350.00	Non-standard Design to Address CT SLA Comment Responses	(TY LIN)	\$13,200.00
360.40	Conceptual Landscape Plant Palette Update	(ESTRADA)	\$4,880.00
360.50	Temporary Irrigation Plans	(ESTRADA)	\$17,920.00
680.10	Floodway Analysis (Delineation)	(RICK)	\$12,560.00
720.00	Geotechnical Investigation (Final Design):	(EMI)	\$212,400.00
900.00	Environmental Support	(MBI)	\$15,000.00
900.00	Environmental Services - Biological	(NORDBY)	\$10,000.00
1010.00	Outreach Support	(KTU&A)	\$13,540.00
1020.00	Aesthetic / Visual Mitigation Integration into Project Plans	(KTU&A)	\$9,900.00
1030.00	Construction Simulation Video	(KTU&A)	\$19,885.00
1200.00	Bid-Construction Support	(RICK)	\$100,660.00
1230.70	As-Builts	(RICK)	\$17,420.00
1200.00	Bid-Construction Support	(TY LIN)	\$54,060.00
1230.70	As-Builts	(TY LIN)	\$17,070.00
1200.00	Bid-Construction Support	(ESTRADA)	\$13,600.00
1230.70	As-Builts	(ESTRADA)	\$3,680.00
	Optional Tasks Total		\$572,655.00
	<u>Additional Services:</u>		
	Additional Services		\$100,000
	Additional Services Total		\$100,000
	Project Fee Total		\$2,449,712.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Survey and Mapping

TASK:	Principal	Project Manager (Associate)	Principal Survey Analyst	Associate Survey Analyst	Field Supervisor	Survey Crew Two-person	Survey Crew One-person	Principal Photogrammetrist	PROPOSED COST(\$):
Hourly Rate:	\$245.00	\$215.00	\$175.00	\$135.00	\$190.00	\$220.00	\$140.00	\$125.00	
100.00 Aerial Topography/Field Surveying/Mapping									
110.00 Photogrammetry/Topographic Mapping:									
Photogrammetry	0	0	0	2	2	8	0	100	\$14,910
								Subtotal =	\$14,910
120.00 Field Surveying:									
Field Surveying	0	0	4	12	4	56	24	0	\$18,760
								Subtotal =	\$18,760
130.00 Mapping/Computing:									
Boundary and Encumbrance Determination	0	10	40	12	4	24	0	0	\$16,810
New Right of Way Dedications	0	12	50	40	0	0	0	0	\$16,730
								Subtotal =	\$33,540
Reimbursables									
Direct Expenses									\$1,000
Aerial Flight & Photo Lab									\$2,210
TASK TOTAL:	0	22	94	66	10	88	24	100	\$70,420

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Civil Tasks

TASK:	Hourly Rate:	Principal	Project Manager (Associate Principal)	Project Engineer (Associate Project Engineer)	Associate Engineering Designer	Principal Engineering Drafter	PROPOSED COST(\$):
300.00	Plans (Civil)	\$245.00	\$230.00	\$175.00	\$130.00	\$110.00	
310.00	Project Foundation:						
310.10	Research	0	0	1	4	0	\$695
310.20	Prepare Project Design Base File	0	1	3	12	0	\$2,315
							Subtotal = \$3,010
320.00	Plan Preparation:						
320.10	65% Submittal:						
	Title Sheet & Notes	0	1	2	8	8	\$2,500
	Typical Cross Sections	0	1	3	12	8	\$3,195
	Improvement/Grading Plans	0	12	40	200	100	\$48,760
	Construction Details	0	8	24	100	70	\$26,740
	Drainage Design (Layouts, Profiles, Details)	0	8	30	120	60	\$29,290
	Storm Water BMP Design (Layouts, Details)	0	6	24	100	50	\$24,080
	Equestrian Trail Design (Layouts, Profiles, Details)	0	3	8	40	18	\$9,050
							Subtotal = \$141,615
320.20	90% Submittal:						
	Title Sheet & Notes	0	1	1	2	1	\$775
	Typical Cross Sections	0	0	1	4	2	\$915
	Improvement/Grading Plans	0	8	40	140	80	\$35,840
	Construction Details	0	6	16	50	40	\$15,080
	Drainage Design (Layouts, Profiles, Details)	0	6	16	60	30	\$15,280
	Storm Water BMP Design (Layouts, Details)	0	4	16	50	30	\$13,520
	Equestrian Trail Design (Layouts, Profiles, Details)	0	1	6	16	4	\$3,800
							Subtotal = \$85,210
320.30	100% Submittal:						
	Typical Cross Sections	0	0	0	0	0	\$0
	Improvement/Grading Plans	0	4	20	60	24	\$14,860
	Construction Details	0	3	10	24	12	\$6,880
	Drainage Design (Layouts, Profiles, Details)	0	3	10	30	14	\$7,880
	Storm Water BMP Design (Layouts, Details)	0	2	10	30	14	\$7,650
	Equestrian Trail Design (Layouts, Profiles, Details)	0	1	2	6	2	\$1,580
							Subtotal = \$38,850
320.40	Final Submittal:						
	Finalize Plans	0	4	8	36	20	\$9,200
							Subtotal = \$9,200
	TASK TOTAL:	0	83	290	1100	585	\$277,885.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Traffic Tasks

	TASK:	Project Manager (Associate)	Assistant Project Engineer	Asst. Engineering Designer	PROPOSED COST(\$):
	<i>Hourly Rate:</i>	\$215.00	\$160.00	\$115.00	
300.00	Plans				
320.00	Signing and Striping Plans:				
	Signing and Striping Plans	4	20	43	\$9,005
				Subtotal =	\$9,005
330.00	Traffic Signal Plans:				
	Traffic Signal Plans	30	75	130	\$33,400
				Subtotal =	\$33,400
340.00	Traffic Control Plans:				
	Traffic Control Plans	10	40	86	\$18,440
				Subtotal =	\$18,440
	TASK TOTAL:	44	135	259	\$60,845.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Specifications

TASK:	Hourly Rate:	Principal	Project Manager (Associate Principal)	Project Engineer (Associate Project Engineer)	Associate Engineering Designer	Principal Engineering Drafter	PROPOSED COST(\$):
400.00	Specifications	\$245.00	\$230.00	\$175.00	\$130.00	\$110.00	
400.10	65% Specifications: List of Specifications	0	0	6	0	0	\$1,050
						Subtotal =	\$1,050
400.20	90% Specifications: Specifications (Special Provisions)	0	24	56	4	0	\$15,840
						Subtotal =	\$15,840
400.30	100% Specifications: Specifications (Special Provisions)	0	4	26	4	0	\$5,990
						Subtotal =	\$5,990
400.40	Final Specifications: Specifications (Special Provisions)	0	2	4	4	0	\$1,680
						Subtotal =	\$1,680
TASK TOTAL:		0	30	92	12	0	\$24,560.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Estimate

	TASK:	Principal	Project Manager (Associate Principal)	Project Engineer (Associate Project Engineer)	Associate Engineering Designer	Principal Engineering Drafter	PROPOSED COST(\$):
	Hourly Rate:	\$245.00	\$230.00	\$175.00	\$130.00	\$110.00	
500.00	Estimate						
500.10	65% Estimate:						
	Estimate (Opinion of Probable Construction Cost)	0	4	18	66	0	\$12,650
							Subtotal =
							\$12,650
500.20	90% Estimate:						
	Estimate (Opinion of Probable Construction Cost)	0	3	12	44	0	\$8,510
							Subtotal =
							\$8,510
500.30	100% Estimate:						
	Estimate (Opinion of Probable Construction Cost)	0	2	10	28	0	\$5,850
							Subtotal =
							\$5,850
500.40	Final Estimate:						
	Estimate (Opinion of Probable Construction Cost)	0	2	6	6	0	\$2,290
							Subtotal =
							\$2,290
	TASK TOTAL:	0	11	46	144	0	\$29,300.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Water Resources

TASK:	Hourly Rate:	Principal	Project Manager (Associate Principal)	Asst. Project Engineer	Associate Engr. Designer	Principal Engineering Drafter	PROPOSED COST(\$):
		\$245.00	\$230.00	\$160.00	\$130.00	\$110.00	
600.00 Hydrology/Hydraulics/Stormwater							
610.00 Conceptual Layout for LID, WQ, Drainage		0	4	6	20	0	\$4,480
620.00 Drainage Study		0	12	24	120	8	\$23,080
630.00 Hydrologic Study for Triple Box Culvert		0	4	8	48	4	\$8,880
640.00 Final Hydraulic Study (Incl. Local Scour & Sediment Transport)		0	28	80	304	20	\$60,960
650.00 PDP Storm Water Quality Management Plan (PDP SWQMP)		0	14	24	112	8	\$22,500
660.00 Plan Sheets for Permanent Stormwater BMPs		0	2	8	20	8	\$5,220
670.00 As-Built Certification for Permanent BMPs		0	4	12	0	0	\$2,840
680.00 Conditional Letter of Map Revision (CLOMR) Application		0	8	20	120	12	\$21,960
690.00 Letter of Map Revision (LOMR) Application		0	6	14	90	0	\$15,320
TASK TOTAL:		0	82	196	834	60	\$165,240.00

OPTIONAL TASK:	Hourly Rate:	Principal	Project Manager (Associate Principal)	Asst. Project Engineer	Associate Engr. Designer	Principal Engineering Drafter	PROPOSED COST(\$):
		\$245.00	\$230.00	\$160.00	\$130.00	\$110.00	
Water Resources Tasks							
680.10 Floodway Analysis (Delineation)		0	4	24	60	0	\$12,560
TASK TOTAL:		0	4	24	60	0	\$12,560.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Built)

SUBJECT: Fee Schedule Details - Project Management

TASK:	Hourly Rate:	Principal Landscape Architect	Project Manager (Associate Principal)	Associate Project Engineer	Principal Project Landscape Architect	Associate Engineering Designer	Asst. Engineering Designer	PROPOSED COST(\$):
1100.00	Project Management							
		\$210.00	\$230.00	\$175.00	\$180.00	\$130.00	\$115.00	
1110.00	Meetings and Coordination:							
	Meetings	0	120	120	0	0	0	\$48,600
	Project Coordination	0	300	14	0	0	0	\$71,450
	Environmental Support	0	80	40	0	80	0	\$35,800
							Subtotal =	\$155,850
1120.00	Funding Eligibility Request Assistance:							
	Funding Eligibility Request Assistance	0	6	12	0	30	8	\$8,300
							Subtotal =	\$8,300
	TASK TOTAL:	0	506	186	0	110	8	\$164,150.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Bid and Construction Support

	OPTIONAL TASK:		<i>Principal</i>	<i>Project Manager (Associate Principal)</i>	<i>Associate Project Engineer</i>	<i>Associate Engineering Designer</i>	<i>Principal Engineering Drafter</i>		PROPOSED COST(\$):
	<i>Hourly Rate:</i>		\$245.00	\$230.00	\$175.00	\$130.00	\$110.00		
1200.00	Bid-Construction Support								
1210.00	Prepare R.E. Pending File:		0	8	16	32	0		\$8,800
1220.00	Bid Support:		0	20	40	0	0		\$11,600
1230.00	Construction Support:								
	Civil		0	12	90	270	0		\$53,610
	Water Resources		0	6	30	80	0		\$17,030
	Traffic		0	4	20	40	0		\$9,620
								Subtotal =	\$80,260
	TASK TOTAL:		0	50	196	422	0		\$100,660.00
1230.70	As-Builts:		0	4	12	60	60		\$17,420
	TASK TOTAL:		0	4	12	60	60		\$17,420.00

RICK ENGINEERING COMPANY (J-16750)

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details

Direct Charges		
Rick Engineering Reimbursable Expenses		\$21,680
Reimbursable Expenses (Surveying)		\$3,210
Reimbursable Expenses (CLOMR/LOMR Fees)		\$20,000
	Total =	\$44,890

PCG

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Dry Utilities

TASK:		Project Manager / Principal	System Designer	Support Staff	Task Total(\$):
	Hourly Rate:	\$173.52	\$69.64	\$46.41	
310.00	Project Foundation				
310.20	Preparation of a Project Base File:				
	Existing Utility System Records Request and Assessment	0	3	1.5	\$278.54
	Initial Field Survey Operation	0	19.5	22.5	\$2,402.21
	Preliminary Dry Utility Base Plan Preparation - Insertion of Field Surveys	1	3	24	\$1,496.28
	Final Dry Utility Base Plan Preparation - Utility Record Coordination	0.5	6	17	\$1,293.57
		Subtotal =			\$5,470.59
	TASK TOTAL:	1.5	31.5	65	\$5,471.00

T.Y. LIN INTERNATIONAL
 PROJECT: El Camino Real Road and Bridge Project
 SUBJECT: Fee Schedule Details - Bridge

TASK:	PRINCIPAL	PROJECT MANAGER	Project Engineer	Senior Bridge Engineer	Assistant Bridge Engineer	Architect	CADD 3	CADD2	ADMIN	PROPOSED COST(S):	Task Total(S):
Hourly Rate	\$260.00	\$240.00	\$200.00	\$165.00	\$128.00	\$150.00	\$145.00	\$115.00	\$90.00		
200.00 Bridge Type Selection											
210.00 Project Specific Bridge Design Criteria			8	80						\$14,800.00	
220.00 Bridge Alternatives Analysis			16	80	160	40	40			\$48,680.00	
240.00 Type Selection Report			16	80	40		90			\$33,120.00	
1120.00 Funding Eligibility Request Assistance			4	10	10					\$3,730.00	
1110.00 Meetings and coordination (Bridge Type Selection)			24	40						\$11,400.00	
TASK TOTAL:											\$111,730.00
350.00 Bridge Plans											
350.10 Unchecked Bridge Details (65%)											
350.10 Prepare unchecked bridge plans			24	160	280		480	480		\$191,840.00	
500.10 Update bridge cost estimate			8	60	60					\$19,180.00	
400.10 Prepare list of structure supplementary special provisions (SSP's)			8	20						\$4,900.00	
1110.00 Meetings and coordination (65%)			40	40						\$14,600.00	
TASK TOTAL:											\$230,520.00
350.20 Draft Bridge Plans (90%)											
350.20 90% Bridge Plans			24	100	200		260	260		\$81,106.00	
350.40 Constructability review			8	40						\$8,200.00	
500.20 Bridge Quantities and Estimate			8	80	100					\$27,600.00	
400.20 Bridge Specifications (SSP's)			16	80						\$16,400.00	
1110.00 Meetings and coordination (90%)			32	32						\$11,680.00	
TASK TOTAL:											\$144,986.00
350.50 Bridge Plans (100%)											
350.50 100% Bridge Plans			24	80	160			160		\$46,307.00	
400.30 Update Bridge Specifications			8	40						\$8,200.00	
500.30 Update Bridge Quantities and Estimates			8		80					\$11,840.00	
1110.00 Meetings and coordination (100%)			16	20						\$6,500.00	
TASK TOTAL:											\$72,847.00
350.60 Final Bridge Plans											
350.60 Final Bridge Plans			8	40	80			80		\$22,669.00	
400.40 Update Bridge Specifications			8	20						\$4,900.00	
500.40 Update Bridge Quantities and Estimates			8		40					\$6,720.00	
TASK TOTAL:											\$34,289.00
TASKS TOTAL:	0	0	316	1102	1210	40	860	980	0		\$594,372.00
DIRECT CHARGES											
Plan Printing										\$7,500	
Print Calculations and Reports										\$3,500	
Delivery + Travel										\$1,500	
DIRECT CHARGES TOTAL:											\$12,500
PROJECT TOTAL:											\$606,872.00

* Note: MGE Independent Check Fee Deducted from Phases 350.20, 350.50, and 350.60

OPTIONAL TASK:	PRINCIPAL	PROJECT MANAGER	Project Engineer	Senior Bridge Engineer	Assistant Bridge Engineer	Architect	CADD 3	CADD2	ADMIN	PROPOSED COST(S):	Task Total(S):
Hourly Rate	\$260.00	\$240.00	\$200.00	\$165.00	\$128.00	\$150.00	\$145.00	\$115.00	\$90.00		
230.00 Foundation Optimization			16	80	160					\$38,880	
350.00 Non-standard Design to Address CT SLA Comment Responses				80						\$13,200	
1200.00 Bid-Construction Support			52	4	300			40		\$64,060	
1200.00 As-Builts			8		40			90		\$17,070	
TASK TOTAL:	0	0	76	164	500	0	0	130	0		\$121,210.00

MGE

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Independent Check

TASK:		PM/Sup Structural Engineer	Senior Bridge Engineer	Admin Assistant	PROPOSED COST(\$):
	Hourly Rate:	\$255.42	\$157.41	\$86.13	
350.00	Bridge Plans (Independent Check)				
350.30	Bridge Independent Check:				
	90% Independent Check and Quantities	16	184	4	\$33,394.68
	100% Independent Check and Quantities	8	52	4	\$10,573.20
	Final Independent Check and Quantities	4	24	2	\$4,971.78
TASK TOTAL:		28	260	10	\$48,940.00

Estrada Land Planning
PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)
SUBJECT: Fee Schedule Details - Landscape Tasks

TASK:		Principal	Senior Landscape Architect	Senior Landscape Designer	Landscape Designer	Assistant Landscape Designer	Admin.	PROPOSED COST(\$):
Hourly Rate:		\$250.00	\$160.00	\$120.00	\$110.00	\$80.00	\$50.00	
360.00	Landscape and Irrigation Plans							
360.10	Draft Landscape Plans (65%):							
	Planting Legend and Notes - 1 sheet	0	0	0	0	3	0	\$240
	Planting Design / Plans - 5 sheets	0	10	0	0	20	0	\$3,200
	Planting Details - 1 sheets	0	6	6	0	8	0	\$2,320
400.10	Specifications	0	14	0	0	0	0	\$2,240
500.10	Estimate	0	4	0	0	8	0	\$1,280
1110.00	Meetings	0	8	0	0	0	0	\$1,280
	In-house QA/QC Review/Plan Check	0	10	0	0	8	0	\$2,240
	Submittal prep	0	4	0	0	4	0	\$960
								Subtotal = \$13,760.00
360.20	Pre-Final Landscape Plans (100%):							
	Planting Legend and Notes - 1 sheet	0	0	0	0	1	0	\$80
	Planting Design / Plans - 5 sheets	0	6	10	0	16	0	\$3,760
	Planting Details - 1 sheets	0	6	0	0	2	0	\$1,120
	Construction Details - 1 sheet	0	0	0	0	2	0	\$180
	Comment Responses	0	4	0	0	0	0	\$640
400.30	Specifications	0	6	0	0	0	0	\$960
500.30	Estimate	0	3	0	0	6	0	\$960
1110.00	Meetings	0	3	0	0	0	0	\$480
	In-house QA/QC Review/Plan Check	0	8	0	0	0	0	\$1,280
	Submittal prep	0	2	0	0	6	0	\$800
								Subtotal = \$10,240.00
360.30	Final Landscape Plans:							
	Plan Drawing Revisions / Print Set	0	5	0	0	10	0	\$1,600
	Comment Responses	0	3	0	0	0	0	\$480
400.40	Specifications	0	3	0	0	0	0	\$480
500.40	Estimate	0	3	0	0	4	0	\$800
	In-house Review/Plan Check	0	5	0	0	0	0	\$800
	Submittal prep	0	1	0	0	6	0	\$640
								Subtotal = \$4,800.00
	TASK TOTAL:	0	116	16	0	104	0	\$28,800.00
	DIRECT CHARGES							
	Reimbursable Expenses							\$363.00
	PROJECT TOTAL:							\$29,163.00

OPTIONAL TASK:		Principal	Senior Landscape Architect	Senior Landscape Designer	Landscape Designer	Assistant Landscape Designer	Admin.	PROPOSED COST(\$):
Hourly Rate:		\$250.00	\$160.00	\$120.00	\$110.00	\$80.00	\$50.00	
	Estrada Tasks							
360.40	Conceptual Landscape Plant Palette Update	0	5	18	0	24	0	\$4,880
360.50	Temporary Irrigation Plans	0	22	38	0	123	0	\$17,920
1200.00	Bid Support/Construction Support	0	85	0	0	0	0	\$13,600
1200.00	As-Builts	0	20	0	0	6	0	\$3,880
								Subtotal = \$40,080.00

Earth Mechanics, Inc.

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)
 SUBJECT: Fee Schedule Details - Geotechnical

TASK:		Principal Engineer	Senior Engineer/Geologist	Project Engineer	Senior Staff Engineer/Geologist	Senior Technician	PROPOSED COST(\$):
	<i>Hourly Rate:</i>	\$250.00	\$175.00	\$135.00	\$115.00	\$115.00	
700.00	Geotechnical						
710.00	Geotechnical Investigation (Bridge Type Selection):						
	Bridge Type Selection	15	60	80	60	0	\$31,950
DIRECT CHARGES							
	Hollow-Stem Auger Rig Rental						\$4,500
	Mud Rotary/Rock Core Drilling Rig Rental						\$80,000
	CPT Rig Rental						\$5,000
	Contractor - Access						\$75,000
	Drum Testing and Disposal						\$7,000
	Laboratory Soil Testing						\$7,000
	Traffic Control						\$1,500
	Misc. Drilling Expenses						\$4,000
	Shipping and Repro						\$400
	DIRECT CHARGES TOTAL:						\$184,400
	TASK TOTAL:	15	60	80	60	0	\$216,350.00

OPTIONAL TASK:		Principal Engineer	Senior Engineer/Geologist	Project Engineer	Senior Staff Engineer/Geologist	Senior Technician	PROPOSED COST(\$):
	<i>Hourly Rate:</i>	\$250.00	\$175.00	\$135.00	\$115.00	\$115.00	
720.00	Geotechnical Investigation (Final Design):						
	Field Investigation	40	80	100	180	240	\$85,800
	Geotechnical Analysis and Reporting	80	240	240	200	80	\$126,600
	TASK TOTAL:	120	320	340	380	320	\$212,400

Ninyo and Moore

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)
 SUBJECT: Fee Schedule Details - Geotechnical

TASK 730.00 – BREAKDOWN OF ESTIMATED FEE - ENVIRONMENTAL ISA UPDATE LETTER

PROJECT COORDINATION, BACKGROUND REVIEW, AND ISA UPDATE LETTER				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 168.00 /hour	\$ 336.00
Senior Engineer/Geologist/Environmental Scientist	hour	@	\$ 164.00 /hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 160.00 /hour	\$ 640.00
Project Engineer/Geologist/Environmental Scientist	hour	@	\$ 156.00 /hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 141.00 /hour	\$ 564.00
Staff Engineer/Geologist/Environmental Scientist	hour	@	\$ 128.00 /hour	\$ -
Government Agency Database Report	Estimate			\$ 300.00
Subtotal				\$ 1,840.00

TASK 740.00 – BREAKDOWN OF ESTIMATED FEE - ENVIRONMENTAL ADL SOIL SAMPLING

PROJECT COORDINATION				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 168.00 /hour	\$ 336.00
Senior Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 164.00 /hour	\$ 656.00
Data Processing, Technical Editing, or Reproduction	1 hour	@	\$ 64.00 /hour	\$ 64.00
Subtotal				\$ 1,056.00
PERMIT ACQUISITION				
Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 168.00 /hour	\$ 168.00
Senior Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 164.00 /hour	\$ 656.00
Senior Staff Engineer/Geologist/Environmental Scientist	20 hours	@	\$ 141.00 /hour	\$ 2,820.00
Technical Illustrator/CAD Operator	6 hours	@	\$ 86.00 /hour	\$ 516.00
City Permit Fee is assumed to be waived				\$ -
Subtotal				\$ 4,160.00

FIELD SERVICES				
Senior Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 164.00 /hour	\$ 328.00
Senior Staff Engineer/Geologist/Environmental Scientist	10 hours	@	\$ 141.00 /hour	\$ 1,410.00
Staff Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 128.00 /hour	\$ 512.00
Field Equipment	1 kits	@	\$ 150.00 /day	\$ 150.00
Field Vehicle Usage	10 hours	@	\$ 12.00 /hour	\$ 120.00
Total Lead (USEPA 6010B)	10 tests	@	\$ 18.40 /test	\$ 184.00
Soluble Lead (WET method)	10 tests	@	\$ 36.80 /test	\$ 368.00
Soluble Lead (DI-WET method)	10 tests	@	\$ 36.80 /test	\$ 368.00
Soluble Lead (TCLP)	10 tests	@	\$ 36.80 /test	\$ 368.00
pH (9045)	7 tests	@	\$ 11.50 /test	\$ 80.50
Subtotal				\$ 3,889.00

DATA COMPILATION AND REPORT PREPARATION				
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 168.00 /hour	\$ 336.00
Senior Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 164.00 /hour	\$ 656.00
Senior Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 141.00 /hour	\$ 1,128.00
GIS Analyst	2 hours	@	\$ 114.00 /hour	\$ 228.00
Data Processing, Technical Editing, or Reproduction	1 hour	@	\$ 64.00 /hour	\$ 64.00
Subtotal				\$ 2,412.00

TASK 750.00 – BREAKDOWN OF ESTIMATED FEE - ENVIRONMENTAL HAZARDOUS

PROJECT COORDINATION AND BACKGROUND REVIEW				
Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 168.00 /hour	\$ 168.00
Senior Project Engineer/Geologist/Environmental Scientist	3 hours	@	\$ 160.00 /hour	\$ 480.00
Subtotal				\$ 648.00

HAZARDOUS BUILDING MATERIALS SURVEY, FIELD WORK

Senior Project Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 160.00 /hour	\$ 320.00
Senior Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 141.00 /hour	\$ 1,128.00
Field Vehicle Usage	8 hours	@	\$ 12.00 /hour	\$ 96.00
XRF Analysis	1 day	@	\$ 403.00 /day	\$ 403.00
Point Count Analysis (>72 Hour Turnaround Time)	4 tests	@	\$ 37.75 /test	\$ 151.00
PLM Bulk Analysis (>72 Hour Turnaround Time)	35 tests	@	\$ 6.75 /test	\$ 236.25
Subtotal				\$ 2,335.00

HAZARDOUS BUILDING MATERIALS SURVEY REPORT				
Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 168.00 /hour	\$ 168.00
Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@	\$ 160.00 /hour	\$ 1,920.00
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 141.00 /hour	\$ 564.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 86.00 /hour	\$ 172.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 64.00 /hour	\$ 128.00
Subtotal				\$ 2,952.00

TOTAL ESTIMATED FEE	\$ 19,290.00
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QIC

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Quality Control Review

TASK:		Principal Engineer	Senior Engineer	PROPOSED COST(\$):
	Hourly Rate:	\$212.00	\$150.00	
800.00	Quality Control Review			
800.10	65% Plan Review:			
	Conduct Site Visit	3	3	\$1,086
	Constructability Review of 65% Plan Sheets	4	32	\$5,648
		Subtotal =		\$6,734
800.20	90% Plan Review and Specification Review:			
	General Review of 90% Plan sheets	8	40	\$7,696
	Review Specifications	2	8	\$1,624
		Subtotal =		\$9,320
	DIRECT CHARGES			
	Reimbursable Expenses			\$35
	TASK TOTAL:	17	83	\$16,089.00

MICHAEL BAKER INTERNATIONAL

PROJECT: EL CAMINO REAL ROAD/BRIDGE PROJECT

SUBJECT: Fee Schedule Details - Environmental Support

	OPTIONAL TASK:	PROJECT MANAGER	ENVIRONMENTAL SPECIALIST	ENVIRONMENTAL ANALYST	REVISED PROPOSED COST(\$):	Task Total(\$):
	<i>Hourly Rate</i>	\$200.00	\$150.00	\$110.00		
900.00	Environmental Support					
	Environmental Support Tasks	0	36	80	\$14,200	
	TASK TOTAL:					\$14,200
	TASKS TOTAL:	0	36	80		\$14,200
	DIRECT CHARGES					
	Reimbursable Expenses				\$800	
	DIRECT CHARGES TOTAL:					\$800
	PROJECT TOTAL:					\$15,000

Nordby Biological Consulting, Inc,
 PROJECT: El Camino Real Road/Bridge Project

SUBJECT: Fee Schedule Details - Biological Compliance and Permitting

	OPTIONAL TASK:	PRINCIPAL BIOLOGIST	PROPOSED COST(\$):	Task Total(\$):
	<i>Hourly Rate</i>	\$135.00		
900.00	<i>Enviornmental Services - Biological</i>			
	Biological Support Tasks	70	\$9,450	
	TASK TOTAL:			\$9,450
	DIRECT CHARGES			
	Reimbursable Expenses		\$550	
	DIRECT CHARGES TOTAL:			\$550
	PROJECT TOTAL:			\$10,000

KTU&A

PROJECT: El Camino Real Road and Bridge Project (Final Engineering/Bid & Construction Support/As-Builts)

SUBJECT: Fee Schedule Details - Visual Simulations

	OPTIONAL TASK:	PRINCIPAL	PROJECT MANAGER (KTUA)	MOBILITY PLANNER	LANDSCAPE ARCHITECT	VISUAL TECHNICAL SUPPORT	CAD / 3D / VIS. SIM SUPPORT	Task Total(\$):
	<i>Hourly Rate:</i>	\$170.00	\$140.00	\$120.00	\$120.00	\$115.00	\$115.00	
1000.00	Visual Simulation/Renderings							
1010.00	Outreach Support	12	16	12	0	8	60	\$13,540
1020.00	Aesthetic / Visual Mitigation Integration into Project Plans	8	8	0	12	40	12	\$9,900
1030.00	Construction Simulation Video	10.5		78			76	\$19,985
	TASK TOTAL:	30.5	24	90	12	48	148	\$43,325.00

TIME SCHEDULE

EXHIBIT C

TIME SCHEDULE

Milestone	Task Duration	Task Duration Completion (from Contract NTP)
1. Geotechnical/Field Investigation	4 months	4 months
2. Bridge Type Selection	5 months	9 months
* Project Specific Bridge Design Criteria		
* Bridge Alternative Analysis		
* Type Selection Report with GP, FP		
* General Plan Estimate		
* Review by City/Caltrans		
* Updated TS Report as per comments		
3. 65% PS&E Submittal	4 months	13 months
* Unchecked Bridge Plans		
* Updated Cost Estimate		
4. City/Caltrans SLA Review (City/Caltrans)	2 months	15 months
5. Environmental Revalidation (City)	2 months	17 months
6. Review of Revalidation (Caltrans)	2 months	19 months
7. 90% PS&E Submittal	4 months	19 months
* Checked Bridge Plans		
* Updated Cost Estimate		
* Bridge Specifications		
* Working Day Schedule		
8. City/Caltrans SLA Review (City/Caltrans)	2 months	21 months
9. 100% PS&E Submittal	4 months	25 months
* Updated Plans, Specifications and Estimate		
10. City/Caltrans SLA Review (City/Caltrans)	4 months	29 months
11. Final PS&E Submittal	2 months	31 months
* Final Plans, Specifications and Estimate		
12. City/Caltrans SLA Review (City/Caltrans)	5 months	36 months
13. Funding Eligibility Determination (City/Caltrans)	22 months	31 months
14. Regulatory Permits (City)	30 months	39 months
15. Submit RFA for E-76 Construction	3 months	39 months
16. Advertise and Award	6 months	45 months
17. Construction Support	39 months	84 months

* Note: Submittals Specific to HBP Milestones

** All work must be completed by the agreement's expiration stated in Section 2.1.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM
(EOCP)**

**CONSULTANT
REQUIREMENTS**

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

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

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

- A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:
Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

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

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

IV. Subcontractor Participation.

- A. 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. **Federal Equal Opportunity Requirements for Caltrans Funded Projects.**

The following equal opportunity requirements apply to projects funded by Caltrans, including Federal Highway Administration (FHWA) funded projects. These requirements shall apply to construction contracts and agreements with professional service providers and consultant firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit

10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (DBE) goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

In the event that these requirements conflict with the City's General EOCP Requirements, the Funding Agency's Requirements will control.

For the purpose of these requirements terms "Bid" and "Proposal," "Bidder" and "Proposer," "Subcontractor" and "Subconsultant," "Contractor" and "Consultant," "Contractor" and "Prime Contractor," "Consultant," "Design Professional" and "Professional Service Provider," "Suppliers" and "Vendors," "Suppliers" and Dealers," and "Suppliers" and "Manufacturers" may have been used interchangeably.

VI. **Notice of Proposers Disadvantage Business Enterprise (DBE) Information:**

*This project is subject to Title 49 CFR 26.13(b):

The Agency has established an DBE goal for this Agreement of 16.0%

1. **Terms as Used in this Document**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. **Authority and Responsibility**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and

controlled by DBEs.

3. Submission of DBE Information

If there is a DBE goal on the contract, a Consultant Proposal DBE Commitment (Exhibit 10-O1) form shall be included in the Request for Proposal and submitted with the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only DBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A Consultant Contract DBE Information (Exhibit 10-O2) form shall be included with the Request for Proposal and submitted with the Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with DBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including DBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE Participation General Information

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their

proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

NOTE: It is the Consultant's responsibility to verify that the DBE is certified as DBE at date of Proposal due date.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Disadvantaged Business Enterprise
 - Click on Search for a DBE Firm link
 - Click on Access to the DBE Query Form located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

VII. FHWA/Caltrans Nondiscrimination Clause

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of

Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VIII. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

IX. Performance of DBE Consultant and Other DBE Subconsultants/Suppliers

- A. DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

X. Subcontractor and DBE Records

The Consultant or Contractor shall maintain records showing the name and business

address of each first-tier Subcontractor. The records shall also show the name and business address of every DBE Subcontractor as indicated on the Consultant Proposal DBE Commitment Form (Attachment AA, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. The DBE Contractors shall also show the date of Work performed by their own forces along with the corresponding dollar value of the Work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of DBE, First Tier Subcontractors" Form CEM-2402(F) (Attachment DD) and certified correct by the Consultant or Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

XI. DBE Certification Status

If a DBE subcontractor is decertified during the life of the Project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403(F) (Attachment DD) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

XII. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within seven (7) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

XIII. Demonstrated Commitment to Equal Opportunity

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion as defined in the implementation of DBE Program requirements applicable to

Caltrans funded projects.

The Bidders are required to submit the following information if the DBE Goal has not been met:

- **GOOD FAITH EFFORTS SUBMITTAL.**

If the Consultant has not met the DBE goal, the Consultant shall complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H,

(Attachment CC) form to the City no later than 4:00 p.m. on the 4th Working Day after the Proposal due date showing that the Consultant made adequate good faith efforts to meet the goal.

If the Consultant's DBE Commitment form shows that the Consultant has met the DBE goal or if the Consultant is required to submit the DBE Commitment form, the Consultant shall also submit good faith efforts documentation within the specified time to protect the Consultant's eligibility for award of the Contract in the event the City finds that the DBE goal has not been met.

Good faith efforts documentation shall include the following information and supporting documents, as necessary:

- A. Items of Work the Consultant or Contractor has made available to DBE firms. Identify those items of Work the Consultant or Contractor might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is the Consultant's or Contractor's responsibility to demonstrate that sufficient Work to meet the goal was made available to DBE firms.
- B. Names of certified DBEs and dates on which they were solicited to participate on the Project. Include the items of Work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The Consultant or Contractor is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- C. Name of selected firm and its status as a DBE for each item of Work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote, (or in the case of consultant contracts, include the DBE's letter of commitment) and copy of certification documentation. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- D. Name and date of each publication in which the Consultant or Contractor requested DBE participation for the Project. Attach copies of the published advertisements.
- E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- F. List of efforts made to provide interested DBEs with adequate information about the If the Consultant or Contractor has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting

documents, as appropriate.

- G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE Subcontractor purchases or leases from the Contractor or its affiliate. If such assistance is provided by the Consultant or Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
- H. Any additional data to support demonstration of good faith efforts.

XIV. Certification

- A. DBE Certification Status - If a DBE subcontractor is decertified during the life of the Project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.
- B. Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403(F) (Attachment EE) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

XV. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)**
- EE. Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)**
- FF. DBE Information – Good Faith Efforts (Caltrans Exhibit 15-H)**
- GG. Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F)**
- HH. Disadvantaged Business Enterprise Certification Status Change (Caltrans Exhibit 17-O)**

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.

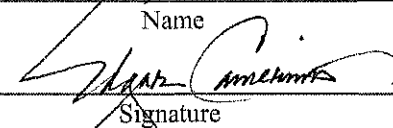
CHECK ONE BOX ONLY.

- 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 Edgar Camerino

Certified By Edgar Camerino Title Associate Principal

Name

 Signature

Date 3/1/2019

USE ADDITIONAL FORMS AS NECESSARY

The City of

SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

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

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

Name of Company: Glenn A. Rick Engineering & Development CompanyADA/DBA: Rick Engineering CompanyAddress (Corporate Headquarters, where applicable): 5620 Friars RoadCity: San Diego County: San Diego State: CA Zip: 92110Telephone Number: (619) 291-0707 Fax Number: (619) 291-4165Name of Company CEO: Roger L. Ball

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Kristin M. Gendron

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 5620 Friars Road, San Diego, CA 92110Telephone Number: 619 291-0707 Fax Number: (619) 291-4165 Email: kgendron@rickengineering.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Rick Engineering Company

(Firm Name)

San Diego

(County)

CA

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 15 day of January, 2019Kristin M. Gendron

(Authorized Signature)

Kristin M. Gendron

(Print Authorized Signature Name)

WORK FORCE REPORT -- Page 2

NAME OF FIRM: Rick Engineering Company

DATE: 01/15/2019

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

COUNTY: San Diego

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

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1						3		15	10		
Professional														
A&E, Science, Computer	1	1	26	1	8	7			4	3	37	15		
Technical														
Sales														
Administrative Support				6	1					3	3	10		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	27	7	9	7	0	0	7	6	55	35	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

155

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

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 (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) 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 Work Force Report¹. 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 Work Force Report from that county². 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 Work Force Reports representing your firm from each of the three counties.

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.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job categories-Administration

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 **DBEs**. Consultants must also list participation by any SLBE, ELBE MBE, WBE, DBVE and OBE firms.

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 DBE 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	DBE (MBE/WBE SLBE/ELBE DVBE/OBE*)	WHERE CERTIFIED**
Earth Mechanics, Inc. 145 Vallecitos De Oro, Suite E San Marcos, CA 92069	Geotechnical	17.5%	DBE	State of California
Estrada Land Planning 225 Broadway, Suite 1160 San Diego, CA 92101	Landscape/Irrigation	2.8%	DBE	State of California
MGE Engineering, Inc. 12636 High Bluff Drive San Diego, CA 92130	Structural (Independent Check)	2.0%	DBE	State of California
PCG Utility Consultants 3911 North Cordoba Avenue Spring Valley, CA 91977	Dry Utilities	0.3%	DBE / SMBE / ELBE / SB	State of California / City of San Diego
TY.Y. Lin International 404 Camino del Rio South, Suite 700 San Diego, CA 92108	Structural Engineering	29.7%	OBE	N/A
KTU&A 3916 Normal Street San Diego, CA 92103	Visual Assessment	1.8%	OBE	N/A
Quality Infrastructure Corporation 7777 Alvarado Road, Suite 606 La Mesa, CA 91942	Quality Control	0.7%	SLBE / SB	City of San Diego / State of California
Nordby Biological Consulting 5173 Waring Road, Suite 171 San Diego 92120	Environmental Planning (Biological Compliance)	0.4%	OBE	N/A
Ninyo and Moore 5710 Ruffin Road San Diego, CA 92123	Geotechnical (Environmental)	0.8%	OBE	N/A
Michael Baker International, Inc. 9755 Clairemont Mesa Blvd, Suite 100 San Diego, CA 92124	Environmental Planning (Environmental Compliance)	0.6%	OBE	N/A

ATTACHMENT CC

List of Abbreviations:

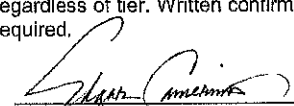
Certified Disadvantaged Business Enterprise
Small Local Business Enterprise
Emerging Local Business Enterprise
Certified Minority Business Enterprise
Certified Woman Business Enterprise
Certified Disabled Veteran Business Enterprise
Other Business Enterprise

DBE
SLBE*
ELBE*
MBE*
WBE*
DVBE*
OBE*

** Listed for informational purposes only.*

Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)

1. Local Agency: City of San Diego 2. Contract DBE Goal: 16%
 3. Project Description: El Camino Real Bridge/Road Widening (H185789A)
 4. Project Location: San Diego, CA
 5. Consultant's Name: Rick Engineering Company 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical	6956	Earth Mechanics, Inc. Contact: Eric Brown (760) 736-8222 E.Brown@earthmech.com	17.5%
Landscape & Irrigation	7103	Estrada Land Planning Contact: David Preciado (619) 236-0143 DPreciado@EstradaLandPlan.com	2.8%
Structural (Independent Check)	8142	MGE Engineering, Inc. Contact: Robert Sennett (916) 421-1000 rsennett@mgeeng.com	2.0%
Dry Utilities	24876	PCG Utility Consultants Contact: Bob Johnson (619) 660-1355 bob@procongpc.com	0.3%
Local Agency to Complete this Section			
17. Local Agency Contract Number: 18. Federal-Aid Project Number: 19. Proposed Contract Execution Date:		11. TOTAL CLAIMED DBE PARTICIPATION	22.6%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature	21. Date	 12. Preparer's Signature Edgar Camerino	March 1, 2019 13. Date
22. Local Agency Representative's Name	23. Phone	14. Preparer's Name Associate Principal	15. Phone 619-291-0707
24. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

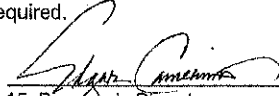
1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical	6956	Earth Mechanics, Inc. Contact: Eric Brown (760) 736-8222 E.Brown@earthmech.com	\$428,750
Landscape & Irrigation	7103	Estrada Land Planning Contact: David Preciado (619) 236-0143 DPreciado@EstradaLandPlan.com	\$69,243
Structural (Independent Check)	8142	MGE Engineering, Inc. Contact: Robert Sennett (916) 421-1000 rsennett@mgeeng.com	\$48,940
Dry Utilities	24876	PCG Utility Consultants Contact: Bob Johnson (619) 660-1355 bob@procongpc.com	\$6,271
Local Agency to Complete this Section			
20. Local Agency Contract Number 21. Federal-Aid Project Number: 22. Contract Execution Date		14. TOTAL CLAIMED DBE PARTICIPATION	\$553,204
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			22.6%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  15. Preparer's Signature Edgar Camerino 17. Preparer's Name Associate Principal 19. Preparer's Title </div> <div style="width: 35%;"> March 1, 2019 16. Date 619-291-0707 18. Phone </div> </div>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**DBE INFORMATION —GOOD FAITH EFFORTS
(Caltrans EXHIBIT 15-H)**

Federal-aid Project No. BHLO-5004(068)_____Bid Opening Date: February 8, 2018

The City of San Diego established a Disadvantaged Business Enterprise (DBE) goal of 16 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Not Applicable	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<DBE Subconsultants on Team>	Feb. 8, 2018	E-mails/Phone Calls

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Not Applicable				

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Not Applicable

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Not Applicable

ATTACHMENT FF

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Not Applicable

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Not Applicable		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):
-
-

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

**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.

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: City of San Diego / Public Works Department
- 2. Name of Specific Consultant & Company: Rick Engineering Company
- 3. Address, City, State, ZIP 5620 Friars Road, San Diego, CA 92110
- 4. Project Title (as shown on 1472, "Request for Council Action") Agreement for Engineering Services, Contract H185789A, with Rick Engineering Company for the El Camino Real - Half Mile to Via de la Valle project.
- 5. Consultant Duties for Project: Preparation of plans, specifications, and estimates, and construction support for the design of the El Camino Real - Half Mile to Via de la Valle project.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

DEN By: ABIPALASEYED, ASST. Deputy Director A. Palaseyed
[Name/Title]* [Date] 3/6/19

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.

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

The purpose of this form is to evaluate the consultant’s performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

Section I PROJECT INFORMATION

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name, address, phone & email of Consultant:
1b. Brief Description:	2b. Consultant’s Project Manager:
1c. Contract Amount: \$ WBS/IO:	Phone: () Email:
3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division): Deputy Director:	3b. Project Manager (name, address, phone & email address): Phone: () Email:

Section II SPECIFIC RATINGS

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:				
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI’s/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II		SPECIFIC RATINGS Continued			
PERFORMANCE EVALUATION		EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
4. Ability to manage responsibilities in the regulatory/approval process as noted:					
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Quality of Construction/Design Support as noted:					
• The drawings/plans reflected existing conditions accurately.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____		Date _____	
Name	Signature		
5b. Deputy Director _____		Date _____	
Name	Signature		
5c. Provided to Consultant _____		Date Provided _____	
Name of Recipient	Signature		

Consultant Concurrence*: Yes No

*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.

**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 Contractor Standards Pledge of Compliance (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:

Agreement between the City of San Diego and Rick Engineering Company for the Design of El Camino Real
 Bridge/Road Widening, Contract No. H185789A

B. BIDDER PROPOSER INFORMATION

Glenn. A Rick Engineering and Development Company		Rick Engineering Company	
Legal Name		DBA	
5620 Friars Road	San Diego	CA	92110
Street Address	City	State	Zip
Edgar Camerino, Associate Principal	(619) 291-0707	(619) 291-4165	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Edgar Camerino	Associate Principal
Name San Diego, CA	Title/Position
City and State of Residence 1.15%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Les Hopper	Principal
Name San Diego, CA	Title/Position
City and State of Residence 2.16%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Brendan Hastie	Associate Principal
Name San Diego, CA	Title/Position
City and State of Residence 1.15%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Patricia Trauth	Associate Principal
Name Cardiff, CA	Title/Position
City and State of Residence 1.15%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Mark Jugar	Associate
Name San Diego, CA	Title/Position
City and State of Residence 0.46%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Don Woolley	Principal
Name San Diego, CA	Title/Position
City and State of Residence 2.16%	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Pat McMichael	Associate
Name Poway, CA	Title/Position
City and State of Residence 0.46%	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

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: 09/21/1955 State of incorporation: California

List corporation's current officers:

President: Roger L. Ball

Senior Vice Pres.: Paul J. Iezzi

Secretary: Donald D. Wolley

Treasurer: _____

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company

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

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

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 (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

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

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: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

F. PERFORMANCE HISTORY:

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

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

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

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

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

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

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

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use 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: County of San Diego (Lakeside Drainage Improvements)

Contact Name and Phone Number: Ryan Lau (858) 495-5510

Contact Email: ryan.lau@sdcounty.ca.gov

Address: 5500 Overland Avenue, Suite 320, San Diego, CA 92123

Contract Date: November 14, 2016

Contract Amount: As-Needed, \$999,999.00 per year for 5 years

Requirements of Contract: Provide civil engineering, project management and land surveying on an as-needed basis.

Company Name: County of San Diego (Aliso Canyon Rd. & El Camino Del Norte Flood Control)

Contact Name and Phone Number: Nael Areigat (858) 694-2815

Contact Email: nael.areigat@sdcounty.ca.gov

Address: 5500 Overland Avenue, Suite 320, San Diego, CA 92123

Contract Date: May 12, 2011

Contract Amount: As-Needed, \$999,999.00 per year for 5 years

Requirements of Contract: Provide civil engineering and land surveying on an as-needed basis.

Company Name: City of San Diego (W. Mission Bay Dr. Bridge Replacement)

Contact Name and Phone Number: Jesus Garcia (619) 533-5410

Contact Email: jesusg@sandiego.gov

Address: 525 B Street, Suite 750, San Diego, CA 92101

Contract Date: Original Contract: January 14, 2009; Latest Addendum: February 23, 2018

Contract Amount: \$1,510,000.00

Requirements of Contract: Prepare geometric alternatives, traffic, hydraulic and scour analysis and PSR.

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 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 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 check here Not Applicable.

Company Name: TY Lin International

Contact Name and Phone Number: Jim Rucker (619) 692-1920

Contact Email: jim.rucker@tylin.com

Address: 404 Camino del Rio South, Suite 700 , San Diego, CA 92108

Contract Date: Pending

Sub-Contract Dollar Amount: \$728,082

Requirements of Contract: Provide Structural Engineering Services

What portion of work will be assigned to this subcontractor: 29.7%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check 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 using Attachment "A". 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 check here Not Applicable.

L. TYPE OF SUBMISSION: This document is submitted as:

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated _____ / _____ / _____

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete 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 requires an updated response. 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 agree 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.

Edgar Camerino, Associate Principal



March 1, 2019

Name and Title

Signature

Date

City of San Diego
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. If not using this Attachment "A", please check here Not Applicable.

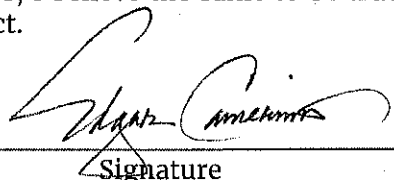
SUBCONSULTANTS

Company Name: Michael Baker International
 Contact Name and Phone Number: Alan Ashimine (949) 855-5710
 Contact Email: aashimine@mbakerintl.com
 Address: 14725 Alton Parkway Irvine, CA 92618
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$15,000
 Requirements of Contract: Environmental
 What portion of work will be assigned to this subcontractor: 0.6%
 This subconsultant is not: DBE

Company Name: Ninyo and Moore
 Contact Name and Phone Number: Marci Richards (858) 576-1000
 Contact Email: mrichards@ninyoandmoore.com
 Address: 5710 Ruffin Road San Diego, CA 92123
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$19,290
 Requirements of Contract: Geotechnical/Environmental Engineering
 What portion of work will be assigned to this subcontractor: 0.8%
 This subconsultant is not: DBE

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal



3-1-2019

Print Name, Title

Signature

Date

City of San Diego
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.

If not using this Attachment "A", please check here Not Applicable.

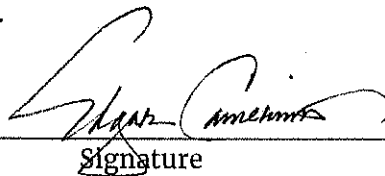
SUBCONSULTANTS

Company Name: Earth Mechanics, Inc.
 Contact Name and Phone Number: Eric Brown (760) 736-8222
 Contact Email: E. Brown@earthmech.com
 Address: 145 Vallecitos de Oro, Suite E San Marcos, CA 92069
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$428,750
 Requirements of Contract: Geotechnical Engineering
 What portion of work will be assigned to this subcontractor: 17.5%
 This subconsultant is: DBE

Company Name: Estrada Land Planning
 Contact Name and Phone Number: David Preciado (619) 236-0143
 Contact Email: DPreciado@EstradaLandPlan.com
 Address: 225 Broadway San Diego, CA 92101
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$69,243
 Requirements of Contract: Landscape Architecture
 What portion of work will be assigned to this subcontractor: 2.8%
 This subconsultant is: DBE

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal



3-1-2019

Print Name, Title

Signature

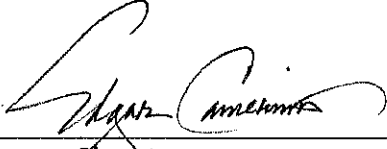
Date

**City of San Diego
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. If not using this Attachment "A", please check here Not Applicable.

<p>SUBCONSULTANTS</p> <p>Company Name: KTU&A Contact Name and Phone Number: Mike Singleton (619) 294-4477 Contact Email: mike@ktua.com Address: 3916 Normal St. San Diego, CA 92103 Contract Date: Pending Sub-Contract Dollar Amount: \$43,325 Requirements of Contract: Visual Graphics What portion of work will be assigned to this subcontractor: 1.8% This subconsultant is not: DBE</p> <p>Company Name: MGE Engineering, Inc. Contact Name and Phone Number: Robert Sennett (916) 421-1000 Contact Email: rsennett@mgeeng.com Address: 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831 Contract Date: Pending Sub-Contract Dollar Amount: \$48,940 Requirements of Contract: Structural Engineering What portion of work will be assigned to this subcontractor: 2.0% This subconsultant is: DBE</p>

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal		3-1-2019
Print Name, Title	Signature	Date

City of San Diego
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.

If not using this Attachment "A", please check here Not Applicable.

SUBCONSULTANTS

Company Name: Nordby Biological Consulting
 Contact Name and Phone Number: Chris Nordby (619) 582-2771
 Contact Email: nordbybio@gmail.com
 Address: 5173 Waring Road #171 San Diego, CA 92120
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$10,000
 Requirements of Contract: Environmental (Biological)
 What portion of work will be assigned to this subcontractor: 0.4%
 This subconsultant is not: DBE

Company Name: PCG Utility Consultants
 Contact Name and Phone Number: Bob Johnson (619) 660-1355
 Contact Email: bob@procongp.com
 Address: 9952 Dolores St Spring Valley, CA 91977
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$6,271
 Requirements of Contract: Dry Utility Services
 What portion of work will be assigned to this subcontractor: 0.3%
 This subconsultant is: DBE

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal



3-1-2019

Print Name, Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

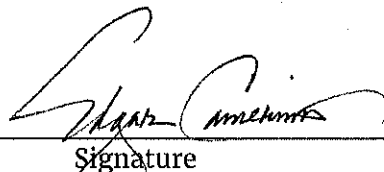
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered. If not using this Attachment "A", please check here Not Applicable.

SUBCONSULTANTS

Company Name: Quality Infrastructure Engineering
 Contact Name and Phone Number: Kirk Bradbury (619) 741-9400
 Contact Email: kbradbury@qualityinfrastructure.com
 Address: 10273 Hawley Road El Cajon, CA 92021
 Contract Date: Pending
 Sub-Contract Dollar Amount: \$16,089
 Requirements of Contract: Quality Assurance/Quality Control
 What portion of work will be assigned to this subcontractor: 0.7%
 This subconsultant is not: DBE

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal



3-1-2019

Print Name, Title

Signature

Date

**City of San Diego
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.

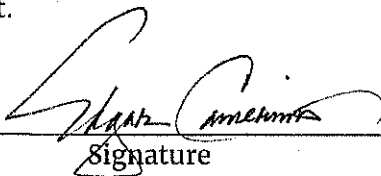
If not using this Attachment "A", please check here Not Applicable.

SURVEY EQUIPMENT (Owned by Company)

- Toyota Tundra Survey Vehicle
- Trimble R-8 GPS System
- Trimble S-6 Robotic Total Station
- Ranger TSC3 Data Collector

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) 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.

Edgar Camerino, Associate Principal



3-1-2019

Print Name, Title

Signature

Date

CALIFORNIA LABOR CODE

EXISTING LAW

' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, "public works" means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "public works" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.
- (e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.
- (f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Deputy City Engineer of the Local Agency of the City of San Diego, and that the consulting firm of Rick Engineering Company, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/21/2019

(Date)



(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Associate Principal/Project Manager
and duly authorized representative of the firm of Rick Engineering Company _____,
whose address is: 5620 Friars Road San Diego, CA 92110
and that, except as hereby expressly stated, neither I nor the above firm that I represent

have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

March 1, 2019

(Date)



(Signature)

Item - 53
6/4/19
(O-2019-128)

ORDINANCE NUMBER O- 21075 (NEW SERIES)

DATE OF FINAL PASSAGE JUN 06 2019

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AN AGREEMENT FOR
ENGINEERING SERVICES WITH RICK ENGINEERING
COMPANY FOR THE EL CAMINO REAL—HALF MILE TO
VIA DE LA VALLE PROJECT.

WHEREAS, this action will execute a consultant agreement with Rick Engineering Company (RICK) to provide professional engineering services for the El Camino Real—Half Mile to Via de la Valle project (Project) (Contract No. H185789A), for an amount not to exceed \$2,449,712 over the seven (7) year term that will authorize RICK to complete the preparation of the plans, specifications, and cost estimate (PS&E), provide construction support and preparation of as-builts for the project; and

WHEREAS, the Project proposes to modify the segment of El Camino Real between Via de la Valle and San Dieguito Road and will widen El Camino Real to increase the number of travel lanes along the roadway from two (2) to four (4) to be consistent with the connecting segment of road, and will replace the existing structurally deficient bridge over the San Dieguito River with a new raised bridge that will alleviate problems associated with future high flood events. The improvements along the El Camino Real corridor will improve pedestrian, bicyclist, and vehicular access to nearby coastal and recreational resources, relieve traffic congestion, and improve consistency with the adopted land use plan for the project area. Additional proposed improvements include widening approximately 1,000 feet of Via de la Valle to accommodate new turn lanes onto El Camino Real and constructing drainage improvements along the southern edge of Via de la Valle from existing El Camino Real to El Camino Real North; and

WHEREAS, in 2018, the City prepared and issued a Request for Proposal for professional engineering services in accordance with federal guidelines and requiring a Disadvantaged Business Enterprise (DBE) participation goal of 16%. Through the interview and evaluation process, RICK was identified as the most qualified consultant, and they have committed to DBE participation exceeding the federal requirement. This action will execute the Consultant Agreement with RICK to provide professional engineering services to prepare final engineering plans, specifications, and cost estimates as stated in the scope of services, so the project can proceed to the next phase of work; and

WHEREAS, due to the fact that this project includes federal funding, the California Department of Transportation (Caltrans) is a required approving body and the City is unable to predetermine all of the Caltrans requirements during their review and approval process, which can potentially add unforeseen scope to the project and, likewise, for a project of this complexity, the addition of unforeseen scope changes due to Stakeholder-initiated comments is highly expected. This action will delegate authority to the Mayor, or his designee, to execute future amendments up to \$500,000, should the need arise, due to unforeseen requirements imposed by Caltrans or other Stakeholders during their review and approval of the project's design and due to the complex nature of bridge design projects and Caltrans involvement, the duration for this agreement is seven (7) years; and

WHEREAS, under Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two-thirds majority vote of the City Council; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with Rick Engineering Company for professional engineering services in CIP S-00856, El Camino Real—Half Mile to Via de la Valle, in an amount not to exceed \$2,449,712, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasury, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. OO- 21075.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,449,712 from CIP S-00856, El Camino Real—Half Mile to Via de la Valle, of which \$1,651,354 is from Fund 200636, Developer Contributions CIP, and \$798,358 is from Fund 400101, Sub Area-2, for the purpose of executing this agreement, provided that the Chief Financial Officer first furnishes one or more certificates demonstrating that the funds necessary for expenditures are, or will be, on deposit with the City Treasury.

Section 3. That the Mayor, or his designee, is authorized to execute future amendments to the agreement with Rick Engineering Company for the purposes of providing professional engineering services in CIP S-00856, El Camino Real—Half Mile to Via de la Valle, in an amount not to exceed \$500,000, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasury.


Section 4. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 5. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 6. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By


Ryan P. Gerrity
Deputy City Attorney

RPG:cw
04/25/19
Or.Dept: Public Works
CC No.: 3000012102
Doc. No.: 1993533

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JUN 04 2019

ELIZABETH S. MALAND
City Clerk

By Connie Patterson
Deputy City Clerk

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Approved: 6/6/19
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: 3000012102
 DEPT. NO.: 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____

By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$2,449,712.00

Vendor: Rick Engineering Company

Purpose: To authorize the expenditure of funds not to exceed \$2,449,712.00 to Rick Engineering Company for the execution of an Agreement for Engineering Services for the El Camino Real - Half Mile to Via de la Valle project.

Date: April 3, 2019

By: Raymond Iadanza
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00856	200636	NOT_RELEVANT_GRANT	512034	OTHR-00000000-TR	2113	2113120013	S-00856.02.02	\$1,651,354.00
2	S00856	400101	NOT_RELEVANT_GRANT	512034	OTHR-00000000-TR	2113	2113120013	S-00856.02.02	\$591,868.00
3	S00856	400101	NOT_RELEVANT_GRANT	512034	OTHR-00000000-TR	2113	2113120013	S-00856.06.02	\$168,320.00
4	S00856	400101	NOT_RELEVANT_GRANT	512034	OTHR-00000000-TR	2113	2113120013	S-00856.07.03	\$38,170.00
TOTAL AMOUNT									\$2,449,712.00

Passed by the Council of The City of San Diego on JUN 04 2019, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 06 2019.

AUTHENTICATED BY: KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.
By [Signature] for Connie, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on MAY 14 2019, and on JUN 06 2019.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.
By [Signature] for Connie, Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- 21075

Passed by the Council of The City of San Diego on June 4, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, CATE, SHERMAN, MORENO, & GÓMEZ.**

NAYS: **NONE.**

NOT PRESENT: **MONTGOMERY, KERSEY.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Connie Patterson**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21075** (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **May 14, 2019**, and on **June 6, 2019**.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: *Connie Patterson*, Deputy