

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
DOKKEN ENGINEERING
FOR
DESIGN OF FAIRMOUNT AVE BRIDGE REHAB
LEFT/RIGHT**

(FEDERAL VERSION)

CONTRACT NUMBER: H186966

**FEDERAL ID:
BRLS-5004(198)
BRLS-5004(200)**

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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 - Disclosure 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 DOKKEN ENGINEERING
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 Dokken Engineering [Consultant or CONSULTANT] for the Consultant to provide Professional Services to the City for the Design of Fairmount Ave Bridge Rehab Left/Right (H186966) [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 March 6, 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 March 6, 2022, 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 c/o ALEJANDRA GONZALEZ
525 B STREET SUITE 750, SAN DIEGO, CA 92101*

3.1.4. The total amount payable by LOCAL AGENCY shall not exceed \$331,762.00.

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.

4.11 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 (HBP) 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, California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), 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 H).

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. Caltrans and 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 Caltrans and 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 Alejandra Gonzalez, MS 908A, 525 B Street, San Diego, CA 92101, and notice to the Consultant shall be addressed to: Dokken Engineering, John Klemunes, 1450 Frazee Road, Suite 100, San Diego, CA 92108, jklemunes@dokkenengineering.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: John Klemunes, Mark Tarrall, Mary Elizabeth Westrum, Michael Greer, Charles Tornaci and Tim Osterkamp [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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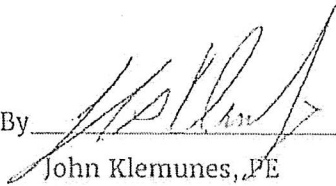
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to SDMC section 22.3207, authorizing such execution, and by the Consultant pursuant to Dokken Engineering's signature authority document.

Dated this 5th day of March, 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 Dokken Engineering and that I have read all of this Agreement, this 14 day of September, 2018.

By 
John Klemunes, PE
Project Manager

I HEREBY APPROVE the form of the foregoing Agreement this 6th day of March, 2019.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

The City of San Diego received Federal Highway Administration (FHWA) Highway Bridge Program (HBP) Funding administered through the California Department of Transportation (Caltrans) to rehabilitate the Fairmount Ave Bridge Left/Right. Phase I of the scope of services identified below is the preparation of a Project Study Report (PSR) Equivalent to scope the project to identify the improvements, project limits and level of environmental document for CEQA and NEPA.

Although the Left/Right Bridge is currently identified as a rehabilitation project, Dokken Engineering has reviewed the as-built plans and the most recent bridge inspection reports. Based on our initial analysis, the left/right bridge may qualify as a full bridge replacement project based on the age of the existing bridges and seismic adequacy. Dokken Engineering will prepare a Bridge Strategy Report to determine if replacement of the Fairmount Ave Left/Right Bridge is viable. This evaluation includes a seismic evaluation, life cycle cost analysis and a field meeting with Caltrans staff. Once Caltrans reviews and confirms our results, the left/right bridge may qualify as a full bridge replacement project.

Following the preparation of the Bridge Strategy Report, Dokken Engineering will prepare the PSR Equivalent. The PSR Equivalent will develop bridge alternatives, identify the environmental constraints and develop a construction cost estimate. Based on the alternatives developed, a recommended alternative identified in the PSR Equivalent will enable the City to continue with the Environmental and Design Phase of this project, Phase II.

TASK 1 PROJECT MANAGEMENT

Dokken Engineering Project Management includes regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken Engineering project manager will work closely with the City Project Manager and continuously inform the City Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the job.

The following project management tasks are budgeted to extend through the PSR phase of the project.

Task 1.1 Project Coordination and Administration

Coordination – Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between City Staff and our staff at Dokken Engineering.

Communication – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager.

Progress Reports will be submitted monthly to the City. These reports will include an updated project schedule, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken Engineering's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

Dokken Engineering will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one-page schedule to assist in project communication. In addition, a comprehensive schedule using Microsoft Project will be prepared that will identify each task and deliverable for the project. Dokken Engineering’s Project Manager will closely monitor the schedule and bring any deviations to the attention of the City Project Manager.

Task 1.2 Project Meetings

A project “kick-off” meeting will be held following the Notice to Proceed. This meeting will include representatives from the City of San Diego, Dokken Engineering, and sub-consultants. The primary meeting objectives will be to present the project, its goals, review the project scope and action item list, explain the project schedule, and identify key project issues.

Monthly Project Delivery Team (PDT) meetings will be held with City staff and other representatives, as necessary, to discuss project issues and work progress. Status meetings will be held at the City offices. Dokken Engineering will prepare the meeting agenda in consultation with the City Project Manager, distribute the agenda one week prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting notes to the participants within five working days after the meeting. All items that appear on the project schedule are included in a handy “Action Item List” prepared at the beginning of the project. The list shows the work item, the date it is due, who is responsible for the task, and the date it was completed. The Action Item List is reviewed and updated at every status meeting.

Task 1.3 Quality Control / Quality Assurance

The QA Engineer will perform a quality review of all project deliverable items. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the City. This two-tier QA/QC level of effort ensures a high-quality product.

Each submittal to the City will be accompanied by a transmittal memo. Any review comments received will be summarized and a Dokken Engineering response will be prepared, and the required corrections made. Each and every comment will be addressed, and the required corrections will be made.

Task 1.4 Agency Coordination and Agreement Tracking

Dokken Engineering will assist the City in coordinating with all stakeholder agencies and City departments on the project to obtain their concurrence with the selected alternative. Primary agency coordination anticipated to include Caltrans District 11 and Headquarters Staff.

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| <p style="text-align: center;"><u>Deliverables – Task 1</u></p> <ul style="list-style-type: none">▪ Monthly Progress Report and Invoice▪ Microsoft Project Schedule and Updates▪ Meeting Agendas and Minutes▪ Action Item Lists▪ Agency Coordination Minutes |
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TASK 2 PRELIMINARY STUDIES**Task 2.1 Topographic Surveys**

This scope does not include right-of-way surveys or mapping, parcel boundaries or identification of easements. Dokken Engineering will use readily available GIS right of way information for the PSR Equivalent phase. Dokken Engineering will provide topographic surveying services. Survey control will be established on both Fairmount Avenue and Aldine Drive and tied together in a project network. Land surveys will be tied to the City of San Diego benchmark and based horizontally on the North American Datum of 1983 (NAD83); and vertically on the National Geodetic Vertical Datum of 1929 (NGVD29). Topographic mapping will be at a 40-scale with 1-foot contours. Ground surveys include cross sections of Aldine Drive at 25ft sections EP to EP and utilities within Aldine Drive. Aerial mapping limits extend approximately 300ft to the north and south of the bridges on Fairmount Avenue and approximately 200ft to the east and 500ft to the west of the bridges on Aldine Drive. All survey files shall be prepared in accordance with the City's Citywide CADD Standards and adhere to the City's MicroStation level and attribute structure

Task 2.2 Utility Coordination and Base Map

Utility information will be requested from the utility owners and confirm locations. These limits will include Fairmount Avenue and Aldine Drive within the vicinity of the Fairmount Ave Bridges. The request will be in the utility "A" letter format to affected utility owners which will include a request of their utility as-built information. Two sets of the Dokken alternatives exhibit will be provided to each utility owner as an attachment to the transmittal "A" letter. The transmittal letter will clearly identify this project as a City of San Diego project.

Information received from the utility coordination will be delineated onto a utility base map for the project to become the utility layer used during the PSR, PA&ED and PS&E phases. This information will be reconciled against actual surveyed locations of the utilities gathered in the survey above. A copy of the utility data obtained from utility owners will be provided to the City and the original will be filed in the project files.

Task 2.3 Geotechnical

A general review of the geologic conditions of the proposed improvement area will be performed by reviewing available geologic and geotechnical literature pertaining to the project site. The review will include a review of reports and geologic maps prepared by the California Geological Survey, the U.S. Geological Survey, and other government agencies. As-built plans pertaining to the existing structure will also be reviewed.

A geologic/geotechnical site reconnaissance by a California Certified Engineering Geologist and/or a California Registered Geotechnical Engineer will also be performed for the proposed improvement areas to observe and check for geological conditions and features that could impact design, construction and cost of the proposed improvements. No geotechnical investigations or laboratory testing is proposed to be performed during the PSR phase of the project.

The existing subsurface information collected will be used to establish preliminary idealized soil profiles and soil strength parameters for the development of foundation alternatives for the widened bridge and associated improvements. Preliminary geotechnical analysis of bridge foundation alternatives will be performed following the AASHTO 2012, LRFD Bridge Design

Specifications and current California State Amendments (2014). Bridge abutment slope recommendations will be developed following guidelines presented in Caltrans guidelines for preparation of Structure Foundation Reports (2017). Preliminary seismic design recommendations for the bridge will be developed following the Caltrans Seismic Design Criteria (SDC, 2013).

Task 2.3.1 Preliminary Foundation Report (PFR)

A Preliminary Foundation Report (PFR) will be prepared in accordance with Caltrans Guidelines for Preparing Preliminary Foundation Reports, to cover the new improvements to the bridge structure. 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; no additional subsurface exploration will be performed at this time. Preliminary foundation recommendations will be developed in accordance with the AASHTO LRFD Bridge Design Specifications and Caltrans Memos to Designers. The Preliminary Foundation Report will provide the following:

- Seismic Design Criteria
- Any special issues regarding groundwater, difficult excavation, expansive soils, or other hazards
- Alternative types of foundations will be evaluated in consultation with the project structural engineer to allow selection of the most suitable type of foundation
- Structure foundation type and foundation elevations
- Potential bearing and pile capacities to evaluate the selected foundation
- Anticipated fill settlement periods needed to prevent excess differential settlement between the structure and adjacent roadway approaches

<p><u>Deliverables – Task 2</u></p> <ul style="list-style-type: none"> ▪ Survey Control Monuments ▪ Topographic Base Mapping ▪ Rectified Aerial Photo at 1/2 inch per pixel ▪ Utility “A” Letters and Plans ▪ Preliminary Foundation Report (PFR)
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TASK 3 BRIDGE STRATEGY REPORT

The Fairmount Avenue Bridges were constructed in 1960 and have a Sufficiency Rating of 65 based on the latest Bridge Inspection Report. To justify replacement versus rehabilitation of the existing bridges, Dokken Engineering will perform a seismic evaluation and life cycle cost analysis. Based on these results of this evaluation, Dokken Engineering will meet with City and Caltrans staff to present these findings and ultimately justify the replacement instead of rehabilitation of the Fairmount Avenue bridges.

Task 3.1 Seismic Evaluation

A seismic assessment of the existing bridge capacities will be performed utilizing available information from as-built plans, log-of-test-borings, and the Preliminary Foundation Report. The seismic evaluation will follow the established methodologies of the latest Caltrans Seismic Design Criteria, Caltrans Bridge Memo to Designers, and the AASHTO Bridge Design Specifications with Caltrans Amendments. A matrix summarizing seismic demands and

capacities of individual bridge components will be prepared for inclusion within the Strategy Report.

Task 3.2 Life Cycle Cost Analysis

Upon completion of the Seismic Evaluation, Dokken Engineering will develop two alternative strategies. The first alternative will develop the required elements for rehabilitation, seismic retrofit, and widening of the existing structure. The second alternative will focus on replacement of the existing bridge. A life cycle cost analysis in conformance with Section 6.2.1 of Caltrans Local Assistance Program Guidelines to compare bridge rehabilitation and/or bridge widening versus bridge replacement will be performed to provide a long-term cost comparison and verify whether use of federal HBP funds are appropriate for bridge replacement.

Task 3.3 Strategy Report

A Draft Strategy Report will be developed that contains the design recommendations as well as the supporting geotechnical, structural analysis and cost data for the alternatives being considered. Retrofit alternatives will include a list of demand versus capacity ratios of existing bridge elements (e.g. columns and bent caps) before and after retrofit. The Draft Strategy Report will be submitted to the City for review and comment.

Concurrent with the City’s review of the Draft Strategy Report, Dokken Engineering will set up a field review meeting at the project site with City and Caltrans Local Assistance staff to present and inform all vested agencies of the project issues, and to develop the project scope which will be presented in the Mandatory Strategy Meeting. Dokken Engineering will modify the report based on input from all parties, and submit it back to the City and to Caltrans with a request for a Strategy Meeting in conformance with Chapter 7 of Caltrans Local Assistance Program Guidelines. Upon completion of the Strategy Meeting, meeting minutes will be assembled and sent to all attendees detailing meeting discussions, conclusions, and action items. The Final Strategy Report will be completed and submitted to the City and Caltrans Local Assistance.

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| <p><u>Deliverables – Task 3</u></p> <ul style="list-style-type: none"> ▪ Seismic Evaluation ▪ Life Cycle Cost Analysis ▪ Field Review Meeting ▪ Draft Strategy Report ▪ Strategy Meeting and Meeting Minutes ▪ Final Strategy Report |
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TASK 4 DEVELOP ALTERNATIVES

Dokken Engineering will prepare roadway alignment alternatives using survey data gathered in Task 2. Task 4 is meant to develop alternatives to a sufficient level of detail to determine if they are viable and suitable.

Task 4.1 Roadway Alternatives

Dokken Engineering will develop up to four conceptual alternatives with improvements to Fairmount Avenue and Aldine Drive within the vicinity of the Fairmount Avenue Bridges.

Each alignment will have a profile developed considering appropriate project vertical constraints. Constraints include vertical clearance of Aldine Drive, overhead and underground utilities, pedestrian and bicycle circulation and roadway conforms.

Dokken Engineering will prepare typical sections for Fairmount Avenue and Aldine Drive. The typical sections will indicate the widths of travel lanes, bike lanes, sidewalks, slopes, and approximate cuts, fills, existing and proposed right of way lines. Construction staging areas will be considered.

The City will review the four conceptual alternatives developed. The City will select those alternatives as viable to include in the Project Study Report. Once selected, Dokken Engineering will develop the Advance Planning Studies of the bridges.

Task 4.2 Bridge Advance Planning Studies

Up to two (2) Advance Planning Studies will be prepared. The structure type alternatives may include a cast-in-place post-tensioned concrete box girder or a concrete precast girder bridge. The feasibility of the structure types considered will be evaluated on relative comparison of operational performance, construction and environmental impacts, maintenance requirements, and construction cost. Each conceptual design will include the proposed structural and foundation type, the length, spans, cross section, staging and profile of the bridge.

Task 4.3 Alternative Estimates

Dokken Engineering will prepare a project estimate based on square footage cost factors for the bridge and roadway quantities. The estimate will consider unique construction costs such as sidewalks, lighting, and major grading. Also included will be the first estimate of the utility relocation costs. The estimate will be prepared using Microsoft Excel.

Task 4.4 Visual Simulations

Visual simulations for the bridges will be prepared and will include developing a 3D model, assessment of key views, and the preparation of a preliminary and final image simulation. A total of two view locations will be developed for up to two alternatives.

Task 4.5 Design Exceptions for Alternatives

Dokken Engineering will prepare a list of design exceptions, if necessary, to each proposed roadway approach alternative. Examples of these include vertical clearance, stopping sight distance (design speed) for profiles, and geometric exceptions. The purpose of this task is to ensure that we understand any design exceptions associated with an alternative at the time we deem it viable for further study.

This will take the place of the Caltrans Design Scoping Checklist and avoid the need to repeat information presented in the PSR Equivalent.

Task 4.6 Environmental Constraints Analysis

Dokken Engineering will perform preliminary survey work, obtain records searches, and examine any information from prior environmental analysis of the project area in order to prepare an environmental constraints analysis for the Fairmount Avenue Bridge Improvement Project. The Environmental Constraints Analysis will be used to support the preparation of the Preliminary Environmental Study (PES) Form, in addition to provide documentation to Caltrans regarding the appropriate technical studies and level of environmental document. In order to provide a complete scoping of the physical and human environment within the project area the following tasks will be performed:

- Obtain and evaluate prior environmental studies, local general plan information, and any other local policies which could affect the environmental process.

- Discuss and verify initial Purpose and Need, Alternatives, project specific features, and a project description through coordination with the City of San Diego and the Dokken Engineering Project Manager.
- Obtain a Cultural Resources/Native American Resources records search.
- Survey the built environment for potential historic resources (if any) that could require full evaluation during PA&ED.
- Obtain record searches from the United States Fish and Wildlife Service and California Natural Diversity Database to evaluate the potential for threatened, endangered, or other special status plant and animal species.
- Prepare an initial environmental constraints map of identified environmental resources in the project area. Once the project features have been identified, this map will be converted into an Environmental Study Area map for use with future environmental documentation.

Dokken Engineering environmental staff will provide the City of San Diego with a complete environmental scoping of environmental concerns for the Fairmount Avenue Bridge Improvement Project. The information will be compiled in an Environmental Constraints Analysis Report and will include a summary of the environmental issues and a list of each environmental technical study that will be required as part of the Environmental phase. Potentially significant impacts will be highlighted so that design alternatives can take impacts and their associated costs into consideration as part of the feasibility study.

Task 4.7 Preliminary Environmental Study (PES) Form

A draft Preliminary Environmental Study (PES) Form will be prepared prior to a scheduled field visit with the City and Caltrans and will include the entire area of potential alternatives. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge improvement project. Dokken Engineering will submit the PES Form and related attachments to the City for review prior to the City submitting the PES Form to Caltrans. Shortly after submitting the PES Form, Dokken Engineering will coordinate with the City and Caltrans to schedule a field review meeting if Caltrans requests it. The PES Form can be approved by Caltrans shortly after the field review and consensus is reached on what studies are needed to support the NEPA process.

<p><u>Deliverables – Task 4</u></p> <ul style="list-style-type: none"> ▪ Roadway Alternatives (4 total) ▪ Bridge Advance Planning Studies (2 total) ▪ Complete Cost Estimates ▪ Design Exceptions List ▪ Visual Simulations (4 total) ▪ Environmental Constraints Analysis ▪ Preliminary Environmental Study Form
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TASK 5 DRAFT PROJECT STUDY REPORT EQUIVALENT

Task 5.1 PSR Estimates

Dokken Engineering will prepare Caltrans standard 11-page estimates for up to two viable alternatives included in the Draft PSR Equivalent. These estimates will include the full construction and utilities cost. The standard format will be modified to clearly identify the PS&E and mitigation costs so that a total project cost estimate is provided.

Task 5.2 Prepare Draft PSR Equivalent

Dokken Engineering will prepare the Draft PSR equivalent. The Draft PSR equivalent will follow the Caltrans template, but be revised to focus more on the concerns of the City. The document will contain the following general outline:

- Introduction and Background
- Purpose and Need Statement
- Deficiencies of the Existing Bridge and Route
- Corridor Planning by the Agencies
- Alternatives Considered
- Discussion of the Benefits and Drawbacks of Each Alternative
- Rejected Alternatives Discussion
- Traffic Analysis of Alternatives
- Topics Requiring Discussion
- Community Input
- Environmental Findings and Status
- Funding and Programming
- Schedule

The Draft PSR equivalent will contain sufficient information to support the viable alternatives.

<p><u>Deliverables – Task 5</u></p> <ul style="list-style-type: none"> ▪ Eleven-page Complete Project Estimates for Viable Alternatives ▪ Draft PSR Equivalent
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TASK 6 FINAL PSR EQUIVALENT

Task 6.1 Final Project Study Report Equivalent

Following the City’s review of the Draft PSR Equivalent, Dokken engineering will prepare the Final PSR equivalent. The Final PSR equivalent will document the reasons for selecting the alternatives and discuss why the other alternatives were rejected. This Final PSR equivalent will provide the City with the appropriate document to go forward with the Environmental and Design phase. The Final PSR equivalent will address all comments received from the City with a written response to each comment.

<p><u>Deliverables – Task 6</u></p> <ul style="list-style-type: none"> ▪ Five Bound Copies of the Final PSR and Electronic Version

TASK 7 ADDITIONAL SERVICES (MAY INCLUDE BUT NOT LIMITED TO)

Dokken Engineering will provide additional services as approved by the City to support the preparation of the PSR Equivalent. These possible tasks may include the preparation of a Traffic Operations Report, field verification of the existing right of way, field verification of geotechnical data through borings for in depth analysis of bridge foundations, additional seismic analysis to support the updated geotechnical boring information, updates to the Strategy Report, and additional meeting with Caltrans.

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

July 26, 2018

DOKKEN ENGINEERING														Total Hours	Direct Costs	BRLS-5004(198) Fairmount Ave Bridge R Cost	BRLS-5004(200) Fairmount Ave Bridge L Cost	Total Cost
John Klemunes (Project Manager)	Mark Farrall (QA/QC)	Mary Elizabeth Westrum (Roadway Senior Engineer)	Michael Greer (Roadway PE)	Charles Tomaci (Structures PE)	Tim Osterkamp (Structures Senior Engineer)	Associate Engineer	Assistant Engineer	Senior Environmental Planner	Environmental Planner	Senior CADD	CADD							
	\$263.84	\$234.52	\$181.75	\$170.03	\$175.89	\$216.93	\$131.92	\$102.60	\$146.58	\$99.67	\$167.10	\$111.40						
TASK 1 - PROJECT MANAGEMENT	160	80		64	48				12			8	372		\$41,475	\$41,475	\$82,951	
1.1 Project Coordination and Administration	80												80		\$10,553.60	\$10,553.60	\$21,107	
1.2 Project Meetings	56			56	36				8				156		\$15,900.60	\$15,900.60	\$31,801	
1.3 Quality Control / Quality Assurance		80											80		\$9,380.80	\$9,380.80	\$18,762	
1.4 Agency Coordination & Agreement Tracking	24			8	12				4			8	56		\$5,640.27	\$5,640.27	\$11,281	
TASK 2 - PRELIMINARY STUDIES				8	2								10		\$856	\$856	\$1,712	
2.1 Topographic Surveys				4									4		\$340.06	\$340.06	\$680	
2.2 Utility Coordinatin and Base Map				4									4		\$340.06	\$340.06	\$680	
2.3 Geotechnical																		
2.3.1 Preliminary Foundation Report					2								2		\$175.89	\$175.89	\$352	
TASK 3 - Strategy Report	2				54	12	140				24		232		\$17,554	\$17,554	\$35,107	
3.1 Seismic Evaluation					12	4	40						56		\$4,127.55	\$4,127.55	\$8,255	
3.2 Life Cycle Cost Analysis					12	4	40						56		\$4,127.55	\$4,127.55	\$8,255	
3.3 Strategy Report	2				30	4	60				24		120		\$9,298.73	\$9,298.73	\$18,597	
TASK 4 - DEVELOP ALTERNATIVES	12	3	18	44	40		116	40	30	92	60	48	503		\$35,002	\$35,002	\$70,005	
4.1 Roadway Alternatives	4	3	8	24			24	40				40	143		\$9,509.80	\$9,509.80	\$19,020	
4.2 Bridge Advance Planning Studies	2				32		60				60		154		\$12,048.47	\$12,048.47	\$24,097	
4.3 Alternative Estimates	2		8	8	8		24						50		\$3,957.53	\$3,957.53	\$7,915	
4.4 Visual Simulations	1			4									5		\$471.98	\$471.98	\$944	
4.5 Design Exceptions for Alternatives	1		2	4			8						15		\$1,181.40	\$1,181.40	\$2,363	
4.6 Environmental Constraints Analysis	1			2						24	60	8	95		\$5,496.57	\$5,496.57	\$10,993	
4.7 Preliminary Environmental Study (PES) Form	1			2						6	32		41		\$2,336.41	\$2,336.41	\$4,673	
TASK 5 - DRAFT PROJECT STUDY REPORT EQUIVALENT	10	2	18	92	24	8	48	80				24	306		\$22,596	\$22,596	\$45,192	
5.1 PSR Estimates	2		2	12			24						40		\$3,048.77	\$3,048.77	\$6,098	
5.2 Prepare Draft PSR Equivalent	8	2	16	80	24	8	24	80				24	266		\$19,547.26	\$19,547.26	\$39,094	
TASK 6 - FINAL PROJECT STUDY REPORT EQUIVALENT	4	2	4	4	4	2	8	24					52		\$3,793	\$3,793	\$7,587	
6.1 Final PSR Equivalent	4	2	4	4	4	2	8	24					52		\$3,793.37	\$3,793.37	\$7,587	
TASK 7 - ADDITIONAL SERVICES															\$12,500	\$12,500	\$25,000	
7 - Additional Services															\$12,500.00	\$12,500.00	\$25,000	
TOTAL HOURS	188	87	40	212	172	22	312	144	42	92	84	80	1475					
TOTAL COST	\$49,602	\$20,403	\$7,270	\$36,046	\$30,253	\$4,772	\$41,158	\$14,775	\$6,156	\$9,170	\$14,036	\$8,912			\$133,777	\$133,777	\$267,554	

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

July 26, 2018

	AGUIRRE & ASSOCIATES, DBE									ESTRADA LAND PLANNING, DBE						
	Professional Land Surveyor	Land Surveyor	Technician	Survey Crew	Total Hours	Direct Costs	BRLS-5004(198) Fairmount Ave Bridge R Cost	BRLS-5004(200) Fairmount Ave Bridge L Cost	Total Cost	Principal	Landscape Architect	Total Hours	Direct Costs	BRLS-5004(198) Fairmount Ave Bridge R Cost	BRLS-5004(200) Fairmount Ave Bridge L Cost	Total Costs
	\$165.00	\$126.00	\$80.00	\$320.00						\$250.00	\$120.00					
TASK 1 - PROJECT MANAGEMENT										4	3	7		680	680	\$1,360
1.1 Project Coordination and Administration																
1.2 Project Meetings										4	3	7		\$680.00	\$680.00	\$1,360
1.3 Quality Control / Quality Assurance																
1.4 Agency Coordination & Agreement Tracking																
TASK 2 - PRELIMINARY STUDIES	2	11	24	31	68	\$3,400	\$8,478	\$8,478	\$16,956							
2.1 Topographic Surveys	2	11	24	31	68	\$3,400	\$8,478.00	\$8,478.00	\$16,956							
2.2 Utility Coordinatin and Base Map																
2.3 Geotechnical																
2.3.1 Preliminary Foundation Report																
TASK 3 - Strategy Report																
3.1 Seismic Evaluation																
3.2 Life Cycle Cost Analysis																
3.3 Strategy Report																
TASK 4 - DEVELOP ALTERNATIVES										32	81	113	\$500	\$9,110	\$9,110	\$18,220
4.1 Roadway Alternatives																
4.2 Bridge Advance Planning Studies																
4.3 Alternative Estimates																
4.4 Visual Simulations										32	81	113	\$500	\$9,110	\$9,110	\$18,220
4.5 Design Exceptions for Alternatives																
4.6 Environmental Constraints Analysis																
4.7 Preliminary Environmental Study (PES) Form																
TASK 5 - DRAFT PROJECT STUDY REPORT EQUIVALENT																
5.1 PSR Estimates																
5.2 Prepare Draft PSR Equivalent																
TASK 6 - FINAL PROJECT STUDY REPORT EQUIVALENT																
6.1 Final PSR Equivalent																
TASK 7- ADDITIONAL SERVICES																
7 - Additional Services																
TOTAL HOURS	2	11	24	31	68					36	84	120				
TOTAL COST	\$330	\$1,386	\$1,920	\$9,920		\$3,400	\$8,478	\$8,478	\$16,956	\$9,000	\$10,080		\$500	\$9,790	\$9,790	\$19,580

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

July 26, 2018

	BLUE LAKE CIVIL, DBE							EARTH MECHANICS, INC, DBE							TOTALS					
	Tim Monroe Principal	Margaret Witt Project Manager	Matt Debliso Designer III	Total Hours	Direct Costs	BRLS-5004(198) Fairmount Ave Bridge R Cost	BRLS-5004(200) Fairmount Ave Bridge L Cost	Total Costs	Principal Engineer	Project Engineer/Geologist	Total Hours	Direct Costs	BRLS-5004(198) Fairmount Ave Bridge R Cost	BRLS-5004(200) Fairmount Ave Bridge L Cost	Total Costs	GRAND TOTAL - HOURS	GRAND TOTAL - DIRECT COST	BRLS-5004(198) Fairmount Ave Bridge R Total Cost	BRLS-5004(200) Fairmount Ave Bridge L Total Cost	GRAND TOTAL - TOTAL COSTS
TASK 1 - PROJECT MANAGEMENT	\$248.04	\$196.08	\$114.45						205.00	\$135.00						379		\$42,155.26	\$42,155.26	\$84,310
1.1 Project Coordination and Administration																80	\$10,553.60	\$10,553.60	\$21,107	
1.2 Project Meetings																163	\$16,580.60	\$16,580.60	\$33,161	
1.3 Quality Control / Quality Assurance																80	\$9,380.80	\$9,380.80	\$18,763	
1.4 Agency Coordination & Agreement Tracking																56	\$5,640.27	\$5,640.27	\$11,279	
TASK 2 - PRELIMINARY STUDIES	4	43	69	116	\$257	\$8,789	\$8,789	\$17,578	5	67	72	\$25	\$5,048	\$5,048	\$10,095	266	\$3,682	\$23,170	\$23,170	\$46,341
2.1 Topographic Surveys																72	\$3,400	\$8,818	\$8,818	\$17,636
2.2 Utility Coordinatin and Base Map	4	43	69	116	\$257	\$8,789	\$8,789	\$17,578								120	\$257	\$9,129	\$9,129	\$18,258
2.3 Geotechnical																				
2.3.1 Preliminary Foundation Report									5	67	72	\$25	\$5,048	\$5,048	\$10,095	74	\$25	\$5,223	\$5,223	\$10,447
TASK 3 - Strategy Report																232		\$17,553.83	\$17,553.83	\$35,107
3.1 Seismic Evaluation																56		\$4,127.55	\$4,127.55	\$8,255
3.2 Life Cycle Cost Analysis																56		\$4,127.55	\$4,127.55	\$8,255
3.3 Strategy Report																120		\$9,298.73	\$9,298.73	\$18,597
TASK 4 - DEVELOP ALTERNATIVES																616		\$44,112.14	\$44,112.14	\$88,224
4.1 Roadway Alternatives																143		\$9,509.80	\$9,509.80	\$19,020
4.2 Bridge Advance Planning Studies																154		\$12,048.47	\$12,048.47	\$24,097
4.3 Alternative Estimates																50		\$3,957.53	\$3,957.53	\$7,915
4.4 Visual Simulations																118		\$9,581.98	\$9,581.98	\$19,164
4.5 Design Exceptions for Alternatives																15		\$1,181.40	\$1,181.40	\$2,362
4.6 Environmental Constraints Analysis																95		\$5,496.57	\$5,496.57	\$10,993
4.7 Preliminary Environmental Study (PES) Form																41		\$2,336.41	\$2,336.41	\$4,673
TASK 5 - DRAFT PROJECT STUDY REPORT EQUIVALENT																306		\$22,596.03	\$22,596.03	\$45,193
5.1 PSR Estimates																40		\$3,048.77	\$3,048.77	\$6,098
5.2 Prepare Draft PSR Equivalent																266		\$19,547.26	\$19,547.26	\$39,095
TASK 6 - FINAL PROJECT STUDY REPORT EQUIVALENT																52		\$3,793.37	\$3,793.37	\$7,587
6.1 Final PSR Equivalent																52		\$3,793.37	\$3,793.37	\$7,587
TASK 7 - ADDITIONAL SERVICES																		\$12,500.00	\$12,500.00	\$25,000
7 - Additional Services																		\$12,500.00	\$12,500.00	\$25,000
TOTAL HOURS	4	43	69	116					5	67	72					1851				
TOTAL COST	\$992	\$8,431	\$7,897		\$257	\$8,789	\$8,789	\$17,578	\$1,025	\$9,045		\$25	\$5,048	\$5,048	\$10,095		\$3,682	\$165,881	\$165,881	\$331,762

SCOPE OF SERVICES TOTAL	\$306,762
ADDITIONAL SERVICES TOTAL	\$25,000
AGREEMENT TOTAL	\$331,762

TIME SCHEDULE

	Task Duration
Task 1 – Project Management	62 Weeks
Task 2 – Preliminary Studies	10 Weeks
Task 2.1 – Surveying and Mapping	8 Weeks
Task 2.2 – Utility Coordination and Base Map	10 Weeks
Task 2.3 – Geotechnical	6 Weeks
Task 3 – Bridge Strategy Report	15 Weeks
Task 4 – Develop Alternatives	39 Weeks
Task 4.1 – Roadway Alternatives	16 Weeks
Task 4.2 – Bridge Advance Planning Studies	9 Weeks
Task 4.3 – Alternative Estimates	1 Week
Task 4.4 – Visual Simulation	14 Weeks
Task 4.5 – Design Exceptions for Alternatives	1 Week
Task 4.6 – Environmental Constraints Analysis	14 Weeks
Task 4.7 – Preparation of Preliminary Environmental Study (PES) Form	11 Weeks
Task 5 – Prepare Draft Project Study Report Equivalent	3 Weeks
Task 6 – Prepare Final Project Study Report Equivalent	2 Weeks

The task durations commence as early as the date of the Notice to Proceed and may run concurrently as needed. All work must be completed by the date specified in Section 2.1 of the Agreement.

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 25.0%

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)**

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: Dokken Engineering

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 110 Blue Ravine Road, Suite 200

City: Folsom County: Sacramento State: CA Zip: 95630

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643

Name of Company CEO: Richard A Dokken, PE

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

Address: 1450 Frazee Road, Suite 100

City: San Diego County: San Diego State: CA Zip: 92108

Telephone Number: (858) 514-8377 Fax Number: (858) 514-8608 Email: jklemunes@demail.com

Type of Business: Engineering Consultants Type of License: N/A

The Company has appointed: Camran Sadeghi

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: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643 Email: csadeghi@demail.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 Dokken Engineering

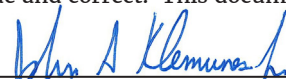
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20 day of September, 2018


(Authorized Signature)

John Klemunes, PE
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Dokken EngineeringDATE: 9/20/2018OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												3		
Professional														
A&E, Science, Computer	1		2						2		14	1		
Technical			2		1	1	1		2		2	4		
Sales														
Administrative Support		1		1	1	2			1		3	3		
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	4	1	2	3	1	-	3	2	22	8	-	-
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees

48

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as **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**
Aguirre & Associates 8363 Center Drive Suite 5A La Mesa, CA 91942	Survey / Right of Way Engineering	5.1%	DBE MBE SLBE SB (Micro)	Caltrans Caltrans City of San Diego CA DGS
Blue Lake Civil 7746 Blue Lake Drive San Diego, CA 92119	Utility Coordination	5.3%	DBE SLBE SB (Micro)	Caltrans City of San Diego California DGS
Earth Mechanics, Inc. 145 Vallecitos De Oro Suite E San Marcos, CA 92069	Geotechnical	3.4%	DBE	Caltrans
Estrada Land Planning, Inc. 225 Broadway Suite 1160 San Diego, CA 92101	Landscape & Irrigation	5.6%	DBE SLBE WMBE	Caltrans City of San Diego Supplier Clearinghouse

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 10-01)

1. Local Agency: City of San Diego 2. Contract DBE Goal: 25%
 3. Project Description: Fairmount Avenue Bridge Rehab Left/Right
 4. Project Location: San Diego
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE:


7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Survey / Right of Way Engineering	6729	Aguirre & Associates 8363 Center Drive, Suite 5A La Mesa, CA 91942	5.1%
Utility Coordination	44436	Blue Lake Civil 7746 Blue Lake Drive San Diego, CA 92119	5.3%
Geotechnical	6956	Earth Mechanics, Inc. 145 Vallecitos De Oro, Suite E San Marcos, CA 92069	3.4%
Landscape & Irrigation	7103	Estrada Land Planning 225 Broadway, Suite 1160 San Diego, CA 92101	5.6%
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			11. TOTAL CLAIMED DBE PARTICIPATION
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____			19.4 % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ John Klemunes, PE 14. Preparer's Name _____ Regional Manager 16. Preparer's Title _____ 9/20/18 13. Date _____ (858) 514-8377 15. Phone _____

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

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.

CONSULTANT CONTRACT DBE COMMITMENT (Caltrans Exhibit 10-02)

1. Local Agency: City of San Diego 2. Contract DBE Goal: 25%
 3. Project Description: Fairmount Avenue Bridge Rehab Left/Right
 4. Project Location: San Diego
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: \$64,210 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Survey / Right of Way Engineering	6729	Aguirre & Associates 8363 Center Drive, Suite 5A La Mesa, CA 91942	\$16,956
Utility Coordination	44436	Blue Lake Civil 7746 Blue Lake Drive San Diego, CA 92119	\$17,578
Geotechnical	6956	Earth Mechanics, Inc. 145 Vallecitos De Oro, Suite E San Marcos, CA 92069	\$11,117
Landscape & Irrigation	7103	Estrada Land Planning 225 Broadway, Suite 1160 San Diego, CA 92101	\$18,559
Local Agency to Complete this Section			
20. Local Agency Contract No. _____			\$ 64,210
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			19.4 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>9/20/18</u> John Klemunes, PE (858) 514-8377 17. Preparer's Name _____ 18. Phone _____ Regional Manager 19. Preparer's Title _____
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

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.

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

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% 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

- 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

- A. 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

- A. 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:

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

- B. 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:

- A. 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:

- B. 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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (Caltrans Exhibit 17-F) (Caltrans Exhibit 17-F)

ATTACHMENT GG

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**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.

ATTACHMENT HH

**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
2. Name of Specific Consultant & Company: Dokken Engineering
3. Address, City, State, ZIP: 1450 Frazee Road, Suite 100 San Diego, CA 92108
4. Project Title (as shown on 1472, "Request for Council Action"): Design of Fairmount Ave Bridge Rehab Left/Right
5. Consultant Duties for Project: Provide Civil Engineering Services

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: A. Palasquez 9/27/18
[Name/Title]* ABI PALASQUEZ ASST. DEPUTY DIRECTOR [Date]

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

DEFINITION OF “CONSULTANT”

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

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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

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

1/28/2006

CITY OF SAN DIEGO
Consultant Performance Evaluation

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA																							
1a. Project (title, location): <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	2a. Name and address of Consultant: <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>																								
1b. Brief Description: <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	2b. Consultant's Project Manager: <input style="width: 100%;" type="text"/>																								
1c. Budgeted Cost: \$ <input style="width: 50px;" type="text"/> WBS/IO: <input style="width: 50px;" type="text"/>	Phone: (<input style="width: 30px;" type="text"/>) <input style="width: 30px;" type="text"/>																								
3. CITY DEPARTMENT RESPONSIBLE																									
3a. Department (include Division): <input style="width: 100%;" type="text"/>	3b. Project Manager (address & phone): <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>																								
Phone: (<input style="width: 30px;" type="text"/>) <input style="width: 30px;" type="text"/>																									
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																									
4. Design Phase																									
Agreement Date: <input style="width: 50px;" type="text"/> Resolution #: R- <input style="width: 50px;" type="text"/>		Initial Contract Amount 4a. \$ <input style="width: 50px;" type="text"/> 4b. Prev. Amendment(s): \$ <input style="width: 50px;" type="text"/>																							
4c. Current Amendment: \$ <input style="width: 50px;" type="text"/> / Number: <input style="width: 50px;" type="text"/>		4d. Total Agreement (4a. + 4b. + 4c.): \$ <input style="width: 50px;" type="text"/>																							
4d. Type of Work (design, study, as-needed services, etc.): <input style="width: 100%;" type="text"/>	4e. Key Design Phase Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: right;">% of Design Phase Completion</td> <td style="width: 33%; text-align: center;"><input style="width: 30px;" type="text"/> %</td> <td style="width: 33%; text-align: center;"><input style="width: 30px;" type="text"/> %</td> <td style="width: 33%; text-align: center;">100%</td> </tr> <tr> <td style="text-align: right;">Agreed Delivery Date:</td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> </tr> <tr> <td style="text-align: right;">Actual Delivery Date:</td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> </tr> <tr> <td style="text-align: right;">Acceptance of Plans/Specs.:</td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> </tr> </table>		% of Design Phase Completion	<input style="width: 30px;" type="text"/> %	<input style="width: 30px;" type="text"/> %	100%	Agreed Delivery Date:	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	Actual Delivery Date:	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	Acceptance of Plans/Specs.:	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<input style="width: 30px;" type="text"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Final Construction</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: right;">Est. Completion:</td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> </tr> <tr> <td style="text-align: right;">Actual Completion:</td> <td style="text-align: center;"><input style="width: 30px;" type="text"/></td> </tr> </table>	Final Construction		Est. Completion:	<input style="width: 30px;" type="text"/>	Actual Completion:	<input style="width: 30px;" type="text"/>
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Final Construction																									
Est. Completion:	<input style="width: 30px;" type="text"/>																								
Actual Completion:	<input style="width: 30px;" type="text"/>																								
5. Construction Support																									
5a. Contractor <input style="width: 100px;" type="text"/>		Phone (<input style="width: 30px;" type="text"/>) <input style="width: 30px;" type="text"/>																							
<i>(name and address)</i>																									
5b. Superintendent <input style="width: 100px;" type="text"/>																									
5c. Notice to Proceed <input style="width: 50px;" type="text"/> (date)	5f. Change Orders:																								
5d. Working days <input style="width: 50px;" type="text"/> (number)	Errors/Omissions <input style="width: 50px;" type="text"/> % of const. cost \$ <input style="width: 50px;" type="text"/>																								
5e. Actual Working days <input style="width: 50px;" type="text"/> (number)	Unforeseen Conditions <input style="width: 50px;" type="text"/> % of const. cost \$ <input style="width: 50px;" type="text"/>																								
Changed Scope <input style="width: 50px;" type="text"/> % of const. cost \$ <input style="width: 50px;" type="text"/>																									
Changed Quantities <input style="width: 50px;" type="text"/> % of const. cost \$ <input style="width: 50px;" type="text"/>																									
Total Construction Cost \$ <input style="width: 100px;" type="text"/>																									
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)																									
6a. Quality of Plans/Specifications/As-Built		Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>																						
Compliance with Contract & Budget		<input type="checkbox"/>	<input type="checkbox"/>																						
Responsiveness to City Staff		<input type="checkbox"/>	<input type="checkbox"/>																						
6b. Overall Rating <input style="width: 50px;" type="text"/>																									
7. AUTHORIZING SIGNATURES																									
7a. Project Manager _____		Date <input style="width: 50px;" type="text"/>																							
7b. Section Head _____		Date <input style="width: 50px;" type="text"/>																							

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

Section III SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item :

Item :

Item :

Item :

(*Supporting documentation attached: Yes No)

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

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed 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:

Design of Fairmount Ave Bridge Rehab Left/Right

B. BIDDER PROPOSER INFORMATION

<u>Dokken Engineering</u>			
Legal Name		DBA	
1450 Frazee Road, Suite 100	San Diego	CA	92108
Street Address	City	State	Zip
John Klemunes, PE, Regional Manager	(858) 514-8377	(858) 514-8608	
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.

<u>John Klemunes, PE</u>	<u>Regional Manger</u>
Name	Title/Position
<u>San Diego, CA</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)

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

Interest in the transaction

Name	Title/Po
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Po
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	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: 6/20/1986 State of incorporation: California

List corporation's current officers:

President: Richard Liptak, PE

Vice Pres.: _____

Secretary: Cathy Chan

Treasurer: Brad Dokken

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: mm/dd/yyyy State of formation: _____

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

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: Wells Fargo Bank

Point of Contact: Denis Ushakov/Havilah Logan

Address: 1510 Arden Way, Suite 300, Sacramento, CA 95815

Phone Number: (916) 678-3672

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: City of Yuba City

Contact Name and Phone Number: Kevin Bradford - (530) 822-4786

Contact Email: kbradford@yubacity.net

Address: 1201 Civic Center Boulevard, Yuba City, CA 95993

Contract Date: 2017

Contract Amount: \$5.6 Million

Requirements of Contract: Preliminary Engineering, PS&E, Environmental, Right of Way

Company Name: City of San Diego

Contact Name and Phone Number: Daniel Nutter, PE, LEED AP, Esq. - (619) 533-7492

Contact Email: DNutter@SanDiego.gov

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

Contract Date: On-going

Contract Amount: \$7.3 Million

Requirements of Contract: Preliminary Engineering, PS&E, Right of Way

Company Name: Riverside County

Contact Name and Phone Number: Tayfun Saglam - (909) 955-2871

Contact Email: tsaglam@rctlma.org

Address: 4080 Lemon Street, 8th Floor, Riverside, CA 92502

Contract Date: 2013

Contract Amount: \$1.9 Million

Requirements of Contract: Preliminary Engineering, PS&E, Environmental

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: Aguirre & Associates

Contact Name and Phone Number: Mickey Aguirre - (619) 464-6978 x31

Contact Email: mickey@aguirre-inc.com

Address: 8363 Center Drive, Suite 5A, La Mesa, CA 91942

Contract Date:

Contract Amount: \$16,956

Requirements of Contract: Survey/Right of Way Engineering

What portion of work will be assigned to this subcontractor: 5.1%

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 mm/dd/yyyy

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.

John Klemunes, PE, Regional Manager		September 20, 2018
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.

<p>Company Name: Blue Lake Civil Contact Name and Phone Number: Maggie Witt (857) 253-8684 Contact Email: Maggie.Witt@BlueLakeCivil.com Address: 7746 Blue Lake Drive, San Diego, CA 92119 Contract Date: N/A Sub-Contract Dollar Amount: \$17,578 Requirements of Contract: Utility Coordination What portion of work will be assigned to this subcontractor: 5.3% Is the Subcontractor a certified SLBE, ELBE, MBE, <u>DBE</u> DVBE, or OBE? Yes</p> <p>Company Name: Earth Mechanics, Inc. Contact Name and Phone Number: Hubert Law - (714) 751-3826 Contact Email: H.Law@earthmech.com Address: 145 Vallecitos De Oro, Suite E, San Marcos, CA 92101 Contract Date: N/A Sub-Contract Dollar Amount: \$11,117 Requirements of Contract: Geotechnical What portion of work will be assigned to this subcontractor: 3.4% Is the Subcontractor a certified SLBE, ELBE, MBE, <u>DBE</u> DVBE, or OBE? Yes</p> <p>Company Name: Estrada Land Planning Contact Name and Phone Number: Vicki Estrada - (619) 236-0143 Contact Email: VEstrada@EstradaLandPlan.com Address: 225 Broadway, Suite 1160, San Diego, CA 92101 Contract Date: N/A Sub-Contract Dollar Amount: \$18,559 Requirements of Contract: Landscape & Irrigation What portion of work will be assigned to this subcontractor: 5.6% Is the Subcontractor a certified SLBE, ELBE, MBE, <u>DBE</u> DVBE, or OBE? Yes</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.

<u>John Klemunes, PE, Regional Manager</u>		<u>September 20, 2018</u>
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 Dokken Engineering, 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.

11/9/2018

(Date)



(Signature)


CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____ Regional Manager
and duly authorized representative of the firm of _____ Dokken Engineering _____,
whose address is _____ 1450 Frazee Road, Suite 100, San Diego, California 92108 _____,
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.

9/20/2018
(Date)


(Signature)

Almario Jr., Benjamin

From: pwc100@dir.ca.gov
Sent: Wednesday, March 06, 2019 11:53 AM
To: Almario Jr., Benjamin; Giordano, Clementina
Subject: Project Creation

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Design of Fairmount Ave Bridge Rehab Left/Right" that was created on 06 Mar 2019 and assigned **DIR Project ID 276740**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 3/6/2019

AWARDING BODY INFORMATION

Name: City of San Diego
Public Works Contracts **Primary Contact:** clementina giordano

Address: 1010 Second Ave **Primary Email:** cgiordano@sandiego.gov
Suite 1400 **Work Phone:** 6192355227
San Diego,CA 92101

PROJECT INFORMATION

Project Name: Design of Fairmount Ave
Bridge Rehab Left/Right **Project #:** H186966

Brief Description: Design of Fairmount Ave
Bridge Rehab Left/Right **Contract #:** H186966

Contract Amount: \$331762.00 **Number of Prime Contractors:** 1

Total Project Cost: \$331762.00

Alternative Model: None Apply

DIR Project ID: 276740

Description of Location: Fairmount Ave. Bridge in San Diego, CA **County:** SAN DIEGO

Project Information 2

PWC-100

Project Name: Design of Fairmount Ave Bridge Rehab Left/Right **Project #:** H186966 **Contract #:** H186966 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 2/13/2018 **Estimated or Actual Start:** 3/6/2019

Estimated or Actual 3/6/2022

Completion:**Propositions:**

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)?	No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)?	No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code?	Yes
Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project?	Yes
Is there a Project Labor Agreement (PLA) associated with this project?	No

Contractor Information**Project Manager**

Email Address	Name	Title	Work Phone
jklemunes@dokkenengineering.com	John Klemunes	Regional Manager	858-514-8377

General Contractor 1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000004294	DOKKEN ENGINEERING	110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630	CSADEGHI@DOKKENENGINEERING.COM	SURVEYORS
1000018020	EARTH MECHANICS, INC.	17800 NEWHOPE STREET, SUITE B FOUNTAIN VALLEY, CA 92708	D.CASAD@EARTHMECH.COM	SURVEYORS
1000054482	LG2WB ENGINEERS, INC.	4542 RUFFNER STREET SAN DIEGO, CA 92111	KEATING@LLGENGINEERS.COM	SURVEYORS
1000013592	AGUIRRE ENGINEERING,	8363 CENTER	MICKY@AGUIRRE-INC.COM	SURVEYORS

INC. DRIVE, SUITE
5A
LA MESA, CA
91942

1000012496

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