

**ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
RICK ENGINEERING COMPANY  
FOR  
DESIGN OF MAPLE CANYON STORM DRAIN  
UPGRADE**

**CONTRACT NUMBER: 82125775**

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ORIGINAL  
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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  
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(CC) Subcontractors List

Exhibit E - Determination Form

Exhibit F - Consultant Performance Evaluation Form

Exhibit G - Contractor Standards Pledge of Compliance

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

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Rick Engineering Company [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Maple Canyon Storm Drain Upgrade - Phase 3 [Project].

**RECITALS**

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

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

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

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

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

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from

the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

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

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

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

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than eighty-four

(84) months, whichever is the earliest. Any extension beyond eighty-four (84) months will require City Council approval via Ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services [Exhibit A] is set forth in the Time Schedule [Exhibit C].

**2.3 Notification of Delay.** The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule [Exhibit C]. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this



Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$6,000,000. The compensation for the Scope of Services shall not exceed \$5,700,000 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$300,000. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

**3.1.1 Phased Funding Schedule.** The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C].

**PHASED FUNDING SCHEDULE**

<u>Funding</u>		<u>Not to Exceed</u>
<u>Phases</u>	<u>Dates</u>	<u>Total</u>
		<u>Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$745,532
2	From August 31, 2023 through completion of the Agreement	\$5,254,468
<b>Total</b>		<b>\$6,000,000</b>

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

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

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

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

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

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

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

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

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

<u>Funding Phases</u>	<u>Not to Exceed Amount for Scope of Services</u>	<u>Not to Exceed Amount for Additional Services</u>	<u>Not to Exceed Total Amount</u>
1	\$715,532	\$30,000	\$745,532
2	\$4,984,468	\$270,000	\$5,254,468
<b>Total</b>	<b>\$5,700,000</b>	<b>\$300,000</b>	<b>\$6,000,000</b>

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

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

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

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

**ARTICLE IV  
DESIGN PROFESSIONAL'S OBLIGATIONS**

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

**4.2 Right to Audit.**

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

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

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

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

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

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

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City

approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional'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. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

**4.3.1.1 Commercial General Liability.** The Design Professional 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 \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional 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 Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force

for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.1.5 Aviation Liability Insurance.** The Consultant shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

**4.3.1.6 Contractors Pollution Liability Insurance.**

Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Professional Services being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

Design Professional shall obtain written approval from the City for any insurance provided by Design Professional's Subcontractor instead of Design Professional.

For approval of a substitution of Design Professional's Subcontractor's insurance, the Design Professional shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services commence, shall be maintained for the duration of this Agreement, and shall include a 12-month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services without advancing the retroactive date.

For consultant agreements where there is a pollution exposure and Design Professional's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Design Professional may, in lieu of providing separate Contractor's Pollution Liability Insurance, provide to City either; a.) the endorsement affording pollution liability coverage under the Architects & Engineers Professional Liability policy, or, b.) a copy of the Architects & Engineers Professional Liability policy language where this is stated. The Architects & Engineers Professional Liability policy limits must reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage.

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

**4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

#### **4.3.4 Required Endorsements.**

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

##### **4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

##### **4.3.4.2 Worker's Compensation and Employer's Liability Insurance Endorsements.**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

##### **4.3.4.3 Aviation Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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.

#### **4.3.4.4 Contractors Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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, e.g., 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 shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Design Professional's insurance and shall not contribute to it.

**SEVERABILITY OF INTEREST.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Design Professional may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the



Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

#### **4.5 Contract Records and Reports.**

**4.5.1** The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall

show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

**4.5.3.3** To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>  
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

#### **4.6 Non-Discrimination Requirements.**

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

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

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego

County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** By signing this Agreement the Design Professional 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 Design Professional's Notice to Employees.** The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

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

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

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

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design

Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 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 Design Professional'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 Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.10.2** The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.19 ADA Certification.** By signing this Agreement the Design Professional 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 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

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

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

**4.20.1.1** Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**4.20.2 Penalties for Violations.** Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

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

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

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

**4.20.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.



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

**4.20.9.2** By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration 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 Design Professional 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 Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**4.20.11 List of all Subcontractors.** The Design Professional 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, Design Professional 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 Design Professional 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 Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**4.20.12.1 Registration.** The Design Professional 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 Design Professional 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).

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INDEMNIFICATION**

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

**6.2 Design Professional Services Indemnification and Defense.**

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

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

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

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

**ARTICLE VII  
MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof,

and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

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

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

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

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

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

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

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

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

**ARTICLE VIII  
INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects, c/o William Meredith, 525 B Street Suite 750, San Diego, CA 92101, [WMeredith@sandiego.gov](mailto:WMeredith@sandiego.gov), and notice to the Design Professional shall be addressed to: Rick Engineering Company, Nick Dorner, 5620 Friars Road San Diego, CA 92110, [NDorner@rickengineering.com](mailto:NDorner@rickengineering.com).

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

**9.3 Non-Assignment.** The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Kevin Gibson, Principal and Nick Dorner, Senior Project Manager. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.19 Design Professional Evaluation.** City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit 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, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

**9.24 Public Records.** By Signing this Agreement the Design Professional 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 Design Professional 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 Design Professional** 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 Design Professional 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 Design Professional 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 **Design Professional will hold the City harmless** for release of this information.

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

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



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**9.25 Equal Pay Ordinance.** Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional 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, Design Professional 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.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21472, authorizing such execution, and by the Design Professional pursuant to Rick Engineering Company's signature authority document.

I HEREBY CERTIFY I can legally bind Rick Engineering Company and that I have read all of this Agreement, this 18 day of May, 2022.

By 

Kevin Gibson  
Principal-In-Charge

Dated this 16 day of August, 2022.

THE CITY OF SAN DIEGO  
Mayor or Designee

By 

Berric Doringo  
Deputy Director  
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 22<sup>nd</sup> day of AUGUST, 2022.

MARA W. ELLIOTT, City Attorney

By 

Deputy City Attorney

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

# SCOPE OF SERVICES

# SCOPE OF SERVICES

## PHASE 1 OF THIS CONSULTANT AGREEMENT STAGE A – ALTERNATIVES ANALYSIS

### 1. PROJECT MANAGEMENT/COORDINATION

#### A. Meetings

Design Professional will attend up to 22 meetings as noted below and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project Team action items are addressed. All meetings will be attended by the Project Manager and up to three (3) additional team members. Meetings will also be attended by various subconsultants on an as-needed basis. It is assumed that each meeting will last up to two (2) hours. The following are the type of meetings that are anticipated for the project:

- Project Kickoff Meeting
- Monthly Project Design Team Meetings
- City Stormwater Department Meetings
- Comment Resolution Design Meetings
- Internal Project Team Meetings
- SANDAG Central Mobility Hub Meeting
- Airport Coordination Meeting

#### *Deliverables:*

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

#### B. Project Management/Coordination

Design Professional will provide overall management of the administration of this contract through the Project's Alternatives Analysis Phase. Tasks include:

- Project Schedule and Budget Control – Design Professional will prepare, monitor, and maintain the Project schedule, which includes Project tasks, task interrelationships, milestones, and intermediate and final Project deliverables. The Project Manager will provide updates at each monthly progress meeting. The Project Manager will also prepare a monthly progress report (to be attached to the monthly invoice) that will include: percentage of individual task completion compared to the amount billed; budget information; problems encountered; out-of-scope authorizations; status of team action items; work completed during reopening month and work expected to be completed the following month.
- Project Invoicing – The Project Manager will review and approve invoices per City requirements that include breakdown by task; list of staff hours and rates for each service task charged; indirect cost descriptions; and subconsultant charges. This task also includes the compilation and management of subconsultant contracts and invoices.
- Project Documentation – Design Professional will maintain a Project Sharefile site (Microsoft OneDrive) to archive and share Project related documents and

correspondence.

- Project Coordination – Design Professional will coordinate with City staff and with the SANDAG Central Mobility Hub project as required to review any relevant documents provided in order to minimize conflicts between each of the projects.

**C. Quality Assurance and Quality Control Oversight**

Design Professional will incorporate QA/QC procedures into the review of all construction documents at each milestone of the Project. It is assumed that the Quality Assurance and Quality Control Manager will spend a total of twenty (20) hours on QA/QC oversight to ensure that QA/QC procedures are adhered to.

**2. BASE MAP PREPARATION**

**A. Site Visits**

Design Professional shall perform site walks to identify existing site conditions and catalog utility appurtenances and above ground features along the proposed alternative alignments. Design Professional shall take pictures during site visits and have them readily available to share upon request from the City. (Assumes a total of 4 site visits with a minimum of two (2) staff members on site at a time).

**B. Base Map Preparation**

Design Professional will obtain and review available as-built documents and available MicroStation files to develop a MicroStation base map of the existing conditions in the City of San Diego's CADD Standards. The following are the pertinent documents that will be obtained for review and compilation of the base map.

- City As-builts
- Other As-Builts (Caltrans, MTS, Solar Turbines, San Diego International Airport, Unified Port of San Diego, etc.)
- SDG&E (gas and electric), Telephone, Fiber Optic, and Cable Television As-builts
- Mapping and Survey Data (provided by the City)
- Available electronic files (provided by the City)

**Dry Utilities**

Design Professional will perform the as-built research for the dry utilities and will prepare a dry utility as-built MicroStation file containing the horizontal location of these utilities. Because dry- utility as-builts are typically schematic in nature, the Design Professional will also perform a field walk to verify the location based on visible surface features, including pedestals, valve covers, pull boxes, trenches, etc.

**Wet Utilities**

Design Professional will research City of San Diego record drawings to obtain the existing sewer, water, and storm drain as-built horizontal information throughout the project. The Design Professional will then enter the horizontal location of these utilities into an as-built MicroStation file which will include the size and material of the pipe and as well as show appurtenances and services.

Base Map Preparation

Design Professional will review the dry and wet utility as-builts and will perform a field walk to confirm the accuracy and completeness of the MicroStation base files. Design Professional will also verify the visible surface features shown in the MicroStation file, including signal poles, streetlights, signs, sidewalks, curb ramps, and railroad tracks. Design Professional will then compile the MicroStation utility base files with the City's Survey MicroStation file and additional supplemental field survey information obtained by the Design Professional into an overall MicroStation base file for the Project and will incorporate known vertical elevation information at potential utility crossings.

*Deliverables:*

- MicroStation CADD Base File in City Standards (XM Standards)

**C. Geophysical Utility Locating**

Design Professional will perform a subsurface infrastructure survey to delineate detectable underground features/obstructions including utilities, pipelines, and other potential obstructions at key locations along the proposed alignment. This detection will be accomplished through the use of ground penetrating radar, electromagnetic, magnetic, and sonic locating methods. The findings will be marked out on the ground surface with spray paint and/or pin feathers. Geophysical utility locating will be performed at the following locations and shall be completed using a 2-person crew:

- Laurel Street between Pacific Highway and Kettner Blvd
- Laurel Street at North Harbor Drive

Design Professional will perform field topographic mapping surveys to locate utility markouts performed via geophysical utility locating operations. Design Professional will locate all paint marks placed and connect the paint markings by the type of utility into a MicroStation design file and prepared to meet the City of San Diego CADD Drafting Standards and Procedures (XM Standards). **Throughout this Scope of Services, any transport of hazardous materials shall be performed by the City of San Diego's Environmental Services Department.**

**Assumptions:**

- Inspection and permit fees are not expected since this is a City of San Diego CIP project. Any permit and inspection fees will be charged back at cost.
- Excludes any work from being done in MTS, Caltrans, or Airport right-of-way and no encroachment or right of entry permits are anticipated for these agencies.

*Deliverables:*

- Topographic CADD Base File of survey shots (potholing and geophysical) in City MicroStation CADD Standards (XM Standards); Point file in CSV format

**D. Utility Potholing**

Design Professional will provide precise information as to the number and location of utilities at 15 locations through potholing by vacuum excavation. Design

Professional proposes to perform the potholing excavation work over five (5) working days (3 days expected to be nightwork), followed by a return mobilization of two (2) working days (1 day expected to be nightwork) for AC hot asphalt patching to the City of San Diego's SDG-123 standard drawing. Additional work required as part of the potholing includes the following:

- Design Professional will perform the Underground Service Alert (USA) call-ins, pothole and trench layouts based on plan and field mark out, coordinate with all entities in the field which may include: Engineering staff, USA mark out personnel, inspectors, utility standbys, and any other personnel involved with the performance of the work.
- Design Professional will prepare, process, obtain the permit, and implement traffic control plans for the purpose of completing potholing services along the project corridor and will obtain the required permits.
- Design Professional will perform all physical tasks in the field for pavement saw cutting and removal, excavation by vacuum and higher-pressure water.
- Design Professional will provide and deploy all traffic control equipment necessary to complete the work. Some signage and message boards may be placed per plan for extended periods of time while the bulk of devices will be placed and picked up only during work hours. Roadways may be plated in the City and where else permitted by the appropriate agency allowing more time for investigation and cure time for slurry.
- All work will be carefully documented on a nightly basis and compiled in the office daily. Changes or conditions noted by the field or the client will be discussed and annotated in writing. All of this information will be compiled in a detailed report to be submitted at the end of field work.
- Design Professional will contact the CMFE district RE to hold a pre-con. Work (including traffic control) is subject to inspection and approval by the district RE. Any corrections required by the RE shall be included in the contract price.

Design Professional will field stake proposed pothole locations. Upon completion of the field operations, Design Professional will locate the actual pothole locations (reference marks) and record the type of facility, pipe size, material, and direction. It is assumed that a total of fifteen (15) potholes will be staked and located.

**Assumptions:**

- Inspection and permit fees are not expected since this is a City of San Diego CIP project. Any permit and inspection fees will be charged back at cost.
- Excludes any work from being done in MTS, Caltrans, or Airport right-of-way and no encroachment or right of entry permits are anticipated for these agencies.
- An IB-511 process will not be required for pothole operations.

*Deliverables:*

- Pothole Report (electronic copy)
- Topographic CADD Base File of survey shots (potholing and geophysical) in City MicroStation CADD Standards (XM Standards); Point file in CSV format

### 3. PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS

#### A. **Hydrology, Hydraulics, and Water Quality Baseline Report**

As an initial step to evaluate the alternatives, the Design Professional will prepare a



baseline analysis for hydrology, hydraulics, and water quality. The results of those tasks, detailed below, will be compiled into a preliminary report that will include a project narrative, methodology, results, and exhibits. The report will be used to inform the alternatives analysis phase of the project.

i. **Hydrology:**

The hydrological analysis will be prepared for the existing condition of the watershed to identify the peak 100-year flow rate to each of the following major watershed points:

- Existing 54-in System outfall into San Diego Bay
- Existing 84-in System along Pacific Coast Highway outfall into San Diego Bay
- Existing Airport 60-in System beneath the airport runway
- Existing Airport 30-in System connecting into the 54-inch system

Given the large tributary areas to each of the points identified above, hydrologic analysis will be completed via the NRCS method, in accordance with the City of San Diego Drainage Design Manual (January 2017). The results of the baseline hydrologic analysis will be used to inform preliminary hydraulic analysis for the proposed storm drain improvements.

ii. **Hydraulics:**

The Design Professional will prepare preliminary hydraulic analysis for the major storm drain components associated with the project. Using the peak flow rates developed in the baseline hydrology task, the major storm drain systems along the proposed project alignment will be sized and analyzed using normal depth methods, in accordance with the City of San Diego Drainage Design Manual.

iii. **Water Quality:**

During this preliminary phase, the Design Professional will determine the project's permanent stormwater quality requirements to meet the MS4 permit requirements. The results of this task will be included as an attachment in the Hydrology, Hydraulics and Water Quality Baseline Report.

*Deliverables:*

- Hydrology, Hydraulics, and Water Quality Baseline Report (electronic copy)

**B. Traffic Analysis Desktop Study**

Design Professional will prepare a traffic analysis desktop study in memo format analyzing the two (2) selected alternatives. The desktop study will describe each alternative and will identify the pros and cons of each of the alternatives as they relate to the following:

- Anticipated staging of construction for the storm drains and box culvert as well as pedestrian ramp upgrades.
- Identification of any necessary detours. This will be provided as Exhibits in the study to visually represent the potential detours that will be required to maintain traffic through the project corridor during construction.
- Identify locations that will need temporary traffic signal modification plans.
- Opinion of probable cost for traffic control.

It is assumed that Engineered Traffic Control Drawings are required for any street with an ADT of over 10,000 vehicles per day. Existing traffic volumes (if available) will be summarized in a table for each street and are assumed to be provided by the City to help identify where engineered traffic control drawings will be required as part of the design stage. The City's E&CP Traffic Section will make the final determination for which locations will require engineered traffic control drawings versus working drawings.

*Deliverables:*

- Traffic Analysis Desktop Study (electronic copy)

#### 4. ALTERNATIVES ANALYSIS

##### A. **Basis of Design Criteria**

Design Professional will compile and summarize the design criteria that will be used for different project elements.

*Deliverables:*

- Basis of Design Criteria Memo (electronic copy)

##### B. **Draft Alternatives Analysis**

Design Professional will prepare an alternatives analysis to develop a feasible design alternative. The project elements that will be considered for the alternative analysis from upstream limits of the project to the downstream limits of the project are summarized below:

- **Storm drain on State Street from Reynard at Arroyo to West Laurel Street:** Project elements include a 96-inch RCP along State St, and a 48-inch RCP on West Maple Street from the end of Maple Canyon Phase 1 project to State Street.
- **Storm drain on West Laurel Street from State Street to Pacific Hwy:** Project elements include a 96-inch RCP along W Laurel Street from State Street to Pacific Hwy.
- **Pacific Hwy to North Harbor Drive:** Project elements between Pacific Hwy and North Harbor Drive include:
  - Storm drain along one of the three alignments:
    - West Laurel Street
    - Within the parking lot
    - Within the Airport shuttle road
  - Storm drain along Pacific Hwy that conveys flows that are west of Interstate 5 to the intersection of West Laurel Street and Pacific Hwy
  - 60-inch Airport connection
  - Existing 30-inch Airport storm drain.
- **Water Quality:** Project opportunities for water quality include:
  - Best management practices needed to meet the MS4 Permit requirements
- **Outfall:** Project elements at the outfall include evaluating the diversion of flows from the 54-inch outfall to the current 84-inch outfall location and evaluating storm drain hydraulics for two sea level rise scenarios.

##### i. **Draft Alternatives Analysis Report**

Design Professional will prepare an alternatives analysis report to evaluate four (4) storm drain design alternatives, three (3) of which were identified in a

previous Basis of Design Report by another Design Professional. A fourth alternative will be developed in coordination with the City and will consider the project elements described under Task 4.B. Desktop screening methods will be used to select two alternatives from the four alternatives. The report will also include a narrative for a no project alternative.

The Design Professional will compare the feasibility of the selected two (2) design alternatives with regards to cost; schedule; potential project or utility conflicts; operations and maintenance requirements; environmental and agency permitting requirements; Caltrans, Port, Airport, MTS, and NCTD permitting requirements; constructability; and property acquisition requirements. The Design Professional will provide a design alternative recommendation based on an evaluation of the criteria listed above and a weighted system that is agreed upon with the City, stakeholders, and the Design Professional.

*Deliverables:*

- Draft Alternatives Analysis Report (electronic copy)

**ii. Draft Concept Plans**

**a. Alternative Alignment Concept Plans**

Design Professional shall use the findings from the preliminary investigations and technical reports to prepare concept plans [1"=20' Scale] for two (2) selected alternatives. Sheets for the preferred alternative shall extend the entire length of the project along Laurel Street from San Diego Bay to State Street, along State Street from Laurel Street to Maple Street, for a total length of approximately 3,500 linear feet (estimated 13 sheets). The other alternative will only prepare sheets where the design differs from the preferred alternative, which is expected to occur along Laurel Street between San Diego Bay and Pacific Highway (estimated 4 additional sheets).

The conceptual plans will include the topographic base, existing utilities, existing right of way, property address information, street names, proposed storm drain, dimensions, storm drain structures, and anticipated right of way acquisition limits. A preliminary profile will only be provided along Laurel Street between San Diego Bay and Pacific Highway where it is expected to be the most constrained.

*Deliverables:*

- Draft Alternative Alignment Concept Plans (electronic copy)

**iii. Draft Basis of Design Analysis and Calculations**

**a. Hydrology/Hydraulics**

Design Professional will compile the results of the hydrologic, hydraulic, and water quality analysis prepared during the Draft Basis of Design Analysis and Calculations. This will include a narrative describing the two (2) selected alternatives, design criteria and methodology, results, and exhibits. The project elements and level of analysis is described below:

**1. State Street Storm Drain: West Maple St to West Laurel St**

For the approximately 700 linear feet of proposed 96-inch storm drain from the intersection of Reynard Way and Arroyo Drive to West Laurel Street along State Street, the Design Professional will prepare detailed

hydraulic analysis for the proposed storm drain alignment, prepared via AES Pipeflow or WSPGW.

2. West Laurel Street Storm Drain: State Street to Pacific Hwy  
For the approximately 1,400 linear feet of 96-inch storm State Street to Pacific Hwy along West Laurel Street, the design professional will prepare detailed hydraulic analysis for the proposed storm drain alignment, prepared via AES Pipeflow or WSPGW.
3. West Laurel St Storm Drain: Pacific Hwy to North Harbor Drive  
For the portion of the project extending from Pacific Highway to North Harbor Drive, the project elements include the following:
  - a storm drain along one of the three alignments
    - on W Laurel St.,
    - within the parking lot,
    - within the Airport shuttle road.
  - storm drain along Pacific Hwy that conveys flows that are west of Interstate 5 to the intersection of W Laurel St. and Pacific Hwy,
  - existing 30" Airport storm drain.

For the above project elements, the Design Professional will prepare a hydraulic analysis. Given the proximity of this portion to San Diego Bay, special tailwater considerations will be included to account for tidal influences and sea level rise. The tailwater condition for the hydraulic analysis will consider up to 2 tide levels and 2 future Sea Level Rise scenarios, to be determined through coordination with City of San Diego staff. The analysis will be conducted in AES Pipeflow or WSPGW, using the peak flow rates developed in the baseline hydrology study or amended as necessary.

Additionally, for the portions of the project currently subject to frequent localized flooding, along West Laurel Street from Pacific Highway to North Harbor Drive; a coupled subsurface storm drain and surface flooding model will be developed for the two selected alternatives to evaluate the inundation reduction benefits associated with each alternative. The 2-D inundation analysis will utilize the revised hydrology flow rates and be completed using PCSWMM. For each alternative considered, inundation mapping exhibits will be produced to document the reduction in localized flooding as compared to the existing condition.

4. Outfall  
Project elements at the outfall include evaluating the pros and cons for combining the 54-inch system into the proposed triple box culvert and evaluate the influence of the sediment at the outfall on the storm drain hydraulics. The design professional will prepare a hydraulic analysis for the combination of the existing 54-inch storm drain system and the existing 84-inch system into an outfall into San Diego Bay via three 12x7 culverts. As with the other alternatives, special tailwater considerations will be required for tidal influences and sea level rise. The tailwater condition for the hydraulic analysis will consider up to 2 tide levels and 2 future Sea Level Rise scenarios. The results of the above hydraulic analysis will be used to inform overall alternative analysis and selection process and will be included as an attachment in the Draft Basis of Design Calculations.

b. **Water Quality:**  
 Project opportunities for water quality include best management practices needed to meet the MS4 Permit requirements. Based on updates to the regional MS4 permit, the applicability of permanent stormwater requirements for the project will be analyzed.

c. **Structural Design**  
 Design Professional will provide a preliminary structural design which includes preliminary structural calculations and typical cross sections for the double and triple box culvert conditions. Each condition will be reviewed for geotechnical and buoyancy implications. This includes a submittal of preliminary calculations and sections, responses to questions from the City and the submittal of the final preliminary calculations and sections.

*Deliverables:*

- Draft Basis of Design Analysis and Calculations, Preliminary Structural Calculations, Typical Box Culvert Cross Section Exhibits (electronic copy)

iv. **Preliminary Opinion of Probable Construction Cost Estimate**  
 Design Professional will prepare a rough order of magnitude opinion of probable construction cost estimate for two (2) selected alternatives to assist in determining the best alternative from a cost standpoint. The estimate will quantify the additional items being evaluated with the alternatives analysis separately to allow the City to make the determination if they want to proceed with the additional items.

*Deliverables:*

- Preliminary Opinion of Probable Construction Cost Estimate (electronic copy)

**C. Final Alternatives Analysis**

i. **Final Alternatives Analysis Report**  
 The Design Professional will advance the Draft Alternatives Analysis Report by incorporating agreed upon City and stakeholder comments from the draft submittal review.

*Deliverables:*

- Final Alternatives Analysis Report (electronic copy)

ii. **Final Concept Plans**  
 a. **Alternative Alignment Concept Plans**  
 The Design Professional will advance the Draft Conceptual Plans by incorporating agreed upon City and stakeholder comments from the draft submittal review and will reflect the selected alternative to provide a recommendation.

*Deliverables:*

- Final Alternative Alignment Concept Plans (electronic copy)

iii. **Final Basis of Design Analysis and Calculations**

- a. **Hydrology and Hydraulics**  
The Design Professional will update Draft Basis of Design Analysis and Calculations to reflect the selected alternative, resulting from the stakeholder coordination and engagement during the Design Alternative Recommendation. This will include updates to the hydrology and hydraulics analysis to reflect the final selected alternative. The Final Basis of Design Calculations will include narrative, design criteria and methodology, results, and exhibits to reflect the selected alternative.
- b. **Water Quality**  
The Design Professional will update Draft Basis of Design Analysis and Calculations to reflect the selected alternative, resulting from the stakeholder coordination and engagement during the Design Alternative Recommendation. This will include updates to the water quality analysis to reflect the final selected alternative. The Final Basis of Design Analysis and Calculations will include narrative, design criteria and methodology, results, and exhibits to reflect the selected alternative.
- c. **Structural**  
The Design Professional will update the preliminary structural calculations/analysis and typical box culvert sections to address comments received from the City.

*Deliverables:*

- Final Basis of Design Analysis and Calculations, Updated Preliminary Structural Calculations, Final Typical Box Culvert Cross Section Exhibits (electronic copy)
- iv. **Updated Opinion of Probable Construction Cost Estimate**  
The Design Professional will update the preliminary opinion of probable construction cost to reflect any changes made to the alignments and to incorporate comments received from the City on the draft submittal review.

*Deliverables:*

- Updated Opinion of Probable Construction Cost Estimate (electronic copy)

**5. STAKEHOLDER COORDINATION AND PUBLIC OUTREACH****A. Preparation of Meeting Deliverables**

The Design Professional will prepare collateral material and coordinate printing and implementation of these, for stakeholder meetings including Fact Sheets, Area Maps, Outreach Alternatives Document, Posters, Sign-In Sheets, PowerPoint Presentations (2), and preparation of stakeholder meeting minutes and agendas.

*Deliverables:*

- Agendas, Meeting Minutes, Posters, Sign-In Sheets, Fact Sheets, Area Maps, PowerPoint Presentations (2)

**B. Stakeholder Meetings**

The Design Professional will attend up to two (2) stakeholder meetings as noted below. All meetings will be attended by the Project Manager and up to three (3)

additional team members. Meetings will also be coordinate and attended by the Public Information Officer. It is assumed that each meeting will last up to two (2) hours will include one or more of the following stakeholders:

- San Diego International Airport
- Unified Port of San Diego
- Solar Turbines
- NCTD
- MTS

**C. Stakeholder Coordination**

The Design Professional will coordinate with the major stakeholders within the project area including, but not limited to, San Diego International Airport, Unified Port of San Diego, Solar Turbines, NCTD, and MTS. The Design Professional will prepare and maintain a project database and coordinate with the stakeholders as-needed including providing meeting RSVPs, meeting invites, email reminders, follow up thank you emails, and additional emails and phone calls as needed to address any questions or concerns from the stakeholders.

**D. Public Outreach**

The Design Professional will prepare for and meet with up to four (4) community groups within the project area to present the preferred alternative in advance of proceeding with the design phase of the project. It is anticipated that the meetings will be informational items only and not requesting action during this preliminary stage. Feedback received from these meetings will be used in the development of the later design stage.

**6. ADDITIONAL TASKS REQUESTED BY STORMWATER DEPARTMENT**

**A. Reynard Way and Arroyo Dr. Storm Drains**

Project elements include approximately 1,200 linear feet of 54-inch storm drain from the terminus of Arroyo Drive to the intersection of Arroyo Dr and Reynard Way. Additionally, this will include approximately of 800 linear feet of 96-inch storm drain from the connection of the existing system to the intersection of Reynard Way and Arroyo Drive. Design Professional will prepare and include calculations and conceptual plans associated with these project elements in the Alternative Analysis Report and the Alternative Alignment Conceptual Plans.

**B. 60-Inch Airport Storm Drain Connection**

Project elements include diversion of a 60-inch storm drain that discharges approximately 188 acres across the airport runway to the storm drain improvements planned along Pacific Hwy and North Harbor Drive. The effort associated with this subtask will be related to identifying the grades for the future alignment to evaluate the hydraulics (e.g., hydraulic grade lines) to adequately i) size and locate a stub for future connection; and ii) storm drain improvements along Pacific Hwy and North Harbor Drive considering the additional drainage from this diversion. Design Professional will prepare and include calculations and plans associated with these project elements in the Alternative Analysis Report and the Alternative Alignment Conceptual Plans.

**7. TASKS WITH PRIOR AUTHORIZATION**

## A. Field Surveying and Topographic Mapping

### i. Topographic Mapping

Design Professional will establish and control six (6) aerial targets for the aerial flight. A northing, easting, and elevation will be determined for each target using GPS RTK survey methods.

Design Professional shall provide aerial flight and topographic mapping for approximately 57 acres. Color aerial imagery will be taken at a scale of 1" = 300 ft. Data will be collected from four (4) photogrammetric models using DTM modeling techniques. Mapping will be provided at a scale of 1" = 40 ft. with a 1-foot contour interval.

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

#### *Deliverables:*

- Digital scans from original aerial negatives; Topographic CADD Base File of survey shots (potholing and geophysical) in City MicroStation CADD Standards (XM Standards); Masspoint/breakline files from DTM; Color Orthophotos at 0.25' pixels

## B. Geotechnical Desktop Study

Design Professional will prepare a geotechnical desktop study to assist in the preparation of the Alternatives Analysis. The study will identify major geologic and geotechnical constraints that could impact the four (4) alternative alignments and will incorporate geotechnical and geologic risk factor analysis of the alignments. The following will be completed as part of the preparation of the study:

- Information Review
  - Review and synthesis of readily available geologic and geotechnical information pertaining to the project alternative alignments. The information is anticipated to include:
    - Geotechnical and groundwater data/reports available from the online groundwater monitoring data at the California State Water Resources Board website (<http://geotracker.waterboards.ca.gov>), and other in-house references.
    - Published geologic literature and maps which may be available from public agencies such as the City of San Diego, California Geological Survey, California Department of Water Resources, and/or the U.S. Geological Survey.
    - Historical aerial photographs and topographic maps.
- Site Reconnaissance
  - Field reconnaissance visit to observe general site and geologic conditions within the project alternative alignments.
- Geotechnical Analysis
  - Information pertaining to geologic setting and features/hazards, and geotechnical and hydrogeologic conditions obtained from the information review and site reconnaissance tasks will be evaluated with respect to anticipated ground behavior and geotechnical issues that are likely to affect



the project study area. The geotechnical issues will include the following:

- Geologic and geotechnical conditions within the project alternative alignments.
  - Anticipated engineering characteristics of the subsurface soils.
  - General design-related issues, such as seismic hazards, anticipated subgrade conditions, liquefaction, slope stability, lateral spreading & settlement considerations.
  - Identification of unique or unusual conditions that may require special design and/or construction methods.
- Reporting
    - Preparation of a written Draft Report to present the results of the information review and site reconnaissance, and provide conclusions and preliminary recommendations pertaining to the proposed project. The report will also include a risk factor analysis of the alternative alignments based on soil type, faultings, seismicity, and geotechnical/geologic hazards.
    - Following the receipt of review comments on the Draft Report from the City, the Design Professional will prepare and submit a Final Report that will incorporate responses to review comments that were received.

*Deliverables:*

- Geotechnical Desktop Study (electronic copy)

#### **C. Hazardous Materials Assessment**

Design Professional will prepare a hazardous materials assessment in support of the Alternatives Analysis. The hazardous materials assessment will consist of a desktop evaluation of hazardous materials conditions along the four (4) different alignments. The desktop study will include the following:

- Research and identify historical sources of contamination from publicly available regulatory online sources of Federal and State databases.
- Retain a 3rd-party database vendor to perform a search of sites where hazardous materials were or are stored, used, or where there were releases.
- Search internal database of previous and current investigation reports for contamination in soil, groundwater, soil gas, or sediment (near the outfalls).
- Evaluate the researched data on whether the historical releases or existing contamination may result in potential impacts to Project design, construction, or long-term operation of the storm drain.
- Identify the sites on maps and a table (deliverable). Geo-referenced CAD or GIS layers of the four alternate alignments will be provided by Rick Engineering for this evaluation.

*Deliverables:*

- Hazardous Materials Assessment (electronic copy)

#### **D. Biological Report**

Design Professional will prepare a biological resources report for the project area addressing resources occurring on or near to the alternative alignments. Work will include marine/aquatic, and terrestrial resources including consideration of listed species including the airport least tern nesting colony and green sea turtles in San Diego Bay. It will also consider marine mammals and sensitive habitat resources.

The document will include focused elements necessary to support regulatory actions including a preliminary jurisdictional determination for regulated waters and a segment on essential fish habitat. Finally, the document will include an environmental regulatory section.

*Deliverables:*

- Biological Report (electronic copy)

**E. Tributary Storm Drain Connections from W Kalmia St. to W Laurel St.**

Design Professional will evaluate the feasibility of rerouting the existing storm drain(s) between India St. and Pacific Hwy. to the City Right of Way. Included in this task will be storm drain hydraulics for the storm drain connections from West Kalmia Street to West Laurel Street, along California and Kettner, anticipated to be approximately 400 linear feet of 54-inch storm drain along each street. The hydrology developed in the baseline hydrology study will be updated to reflect the elimination of the existing 54-inch and determine the tributary flows to the proposed systems along California and Kettner. Design Professional will prepare and include calculations and plans associated with these project elements in the Alternative Analysis Report and the Alternative Alignment Conceptual Plans.

**F. Trenchless Alternatives Report and Plans**

Design Professional will prepare a desktop study to evaluate the trenchless alternatives for the crossing of the railroad tracks along West Laurel Street in support of the Alternatives Analysis. The following will be completed as part of this study:

- Geotechnical Coordination and Review- Review available existing geotechnical data and coordinate additional geotechnical investigation locations, sampling, and testing requirements that are required. Design Professional will review the geotechnical data collected and assess impacts of geotechnical conditions on trenchless construction alternatives.
- Trenchless Alternatives Analysis- Develop and analyze alternative trenchless construction concepts for the crossing of the MTS and NCTD rail lines along West Laurel Street. Trenchless methods analyzed will include open-shield pipejacking, microtunneling, EPB pipejacking, and pipe ramming. It is anticipated that two profile options and approximately four shaft locations for the jacking shaft and receiving shaft, respectively will be analyzed. Crossing alignment alternatives will be analyzed based on considerations related to the rail lines, existing utilities, traffic and business impacts, contractor work areas, and pipeline tie-ins. Prepare sketches of alignment options for incorporation in the Alternative Analysis Plans.
- Preliminary Calculations- Perform necessary preliminary calculations to support the trenchless alternatives analysis. Calculations will consist primarily of settlement evaluations for overlying utilities and site features. Calculations will also be prepared for estimation of jacking forces and vertical loading calculations to determine likely required casing thickness.
- Preliminary Cost Estimate and Construction Schedule- Prepare a preliminary design-level (Class 3) cost estimate for the proposed trenchless crossing alignment alternatives for incorporation into the overall project cost estimate.
- Preliminary Trenchless Design Report- Prepare a Trenchless Preliminary Design Report (PDR) presenting the results of the trenchless Alternative Analyses. The

PDR will include a summary of the ground conditions and the associated impacts on trenchless construction; a summary of relevant trenchless construction methods; presentation of the alignment/profile alternatives reviewed; results of calculations performed for the alternatives analyses; presentation of the recommended trenchless crossing approach, including shaft locations, shaft construction methods, and work areas; presentation of the estimated construction cost for the recommended trenchless alternative.

- Design Professional shall prepare concept plans [1"=20' Scale] of the trenchless crossing of the railroad tracks along Laurel Street between Pacific Highway and Kettner Blvd. The concept plans will provide a plan and profile and evaluate different trenchless methods (assumes 3 alternatives) and materials for crossing the railroad tracks. The conceptual plans will include the topographic base, existing utilities, existing right of way, property address information, street names, proposed storm drain, dimensions, storm drain structures, anticipated right of way acquisition limits, proposed casing, and proposed jacking and receiving shafts (as applicable).

*Deliverables:*

- Trenchless Alternatives Report (electronic copy)
- Trenchless Alternatives Plans (electronic copy)

**G. Regional Trash Capture**

Large portions of the contributing drainage areas are priority land uses as identified in the state trash amendment. Design Professional will evaluate if there are feasible locations to implement an offline regional trash capture device to support the City meet its trash capture obligations. For the identified regional trash capture opportunities, the tributary area based on priority land uses will be identified to determine the 1-year, 1-hour storm event. The full trash capture device will be sized to capture and treat this storm event. Although attempts will be made to place the device in an offline configuration, the device will be hydraulically analyzed to determine the hydraulic grade line within the devices for the 1-year, 1-hour storm and for the 100-year event expected to enter and pass through the device. Design Professional will prepare and include calculations and plans associated with these project elements in the Alternative Analysis Report and the Alternative Alignment Conceptual Plans.

**H. Stormwater Harvesting/Capture**

Design Professional will evaluate the feasibility of implementing stormwater harvesting either by diverting stormwater runoff to the Airport's stormwater capture system or a low-flow diversion to the sanitary sewer system. This task will include estimation of the flow rate and/or volume of stormwater that can be captured. Design Professional will prepare and include calculations and plans associated with these project elements in the Alternative Analysis Report and the Alternative Alignment Conceptual Plans.

**I. Dredging**

Design Professional will evaluate the potential for dredging at the outfall locations into San Diego Bay to accommodate or enhance hydraulic efficiencies of the outfalls. This will evaluate biological impacts, constraints on construction that may differ based on biological windows, potential mitigation needs associated with the

alternatives, and the regulatory actions and complexity that may be associated with dredging.

8. DIRECT EXPENSES

Direct Expenses shall include printing, deliveries, mileage, and miscellaneous expenses. This also includes obtaining title reports for the right of way mapping for approximately 18 parcels.

9. ADDITIONAL SERVICES

The Design Professional may provide additional engineering services as requested by the City that are outside the contract scope. The budget for each request by the City will be agreed upon prior to commencement of the work.

EXCLUSIONS

The following items for Stage A – Alternatives Analysis may be required but are not included in the scope of services outlined above. Additional authorization will be required for these services.

- Printing and deliverables in addition to those listed in the scope of services are excluded.
- Permit Fees are assumed to be paid for by the City or waived if it is a City issued permit.
- Preparation of an Information Bulletin (IB) 511 is excluded since all potholing work is to be completed within urban areas.
- Subsurface Geotechnical and Hazardous Materials Investigations will be performed as part of Stage B once an alternative is selected.
- Right of Entry Permits are excluded
- Hydromodification Analysis – HMP analysis is not anticipated as part of this project, and therefore continuous simulation modeling using EPA SWMM or other H&H software is excluded.
- Assumed that the City will be contacted to perpetuate any monuments. If monuments are not perpetuated and they are destroyed, then the Design professional shall be responsible to reestablish the monument and file a corner record. There will be no additional compensation for this work.
- Field surveying except to establish aerial control for aerial topographic mapping, survey control for pothole and geophysical locating, and survey shots of geophysical locating and pothole investigations. All other field surveying is excluded.
- Right of Way Mapping. It is assumed that for Stage A right of way files provided by the City will be used where available and the rest of the project will utilize GIS data. Right of Way Mapping will be performed as part of Stage B once an alternative is selected.
- Any work not described in the above scope of services.

**PHASE 2 OF THIS CONSULTANT AGREEMENT**

**STAGES B, C, AND D – DESIGN, BID AND AWARD, AND CONSTRUCTION SUPPORT**

1. PROJECT MANAGEMENT/COORDINATION

A. **Meetings**

Design Professional will attend meetings and will prepare agendas and minutes, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project Team action items are addressed. All meetings will be attended by the Project Manager and up to three (3) additional team members. Meetings will also be attended by various subconsultants on an as-needed basis. It is assumed that each meeting will last up to two (2) hours.

*Deliverables:*

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

**B. Project Management/Coordination**

Design Professional will provide overall management of the administration of this contract through the Project's Design Phase. It is assumed that the Project Manager will spend on average four (4) hours per week, with the Principal-in-Charge spending on average one (1) hour per week for project coordination and project oversight related items. For scoping purposes, it is assumed the project duration will be eight (8) months. Tasks include:

- Project Schedule and Budget Control – Design Professional will prepare, monitor, and maintain the Project schedule, which includes Project tasks, task interrelationships, milestones, and intermediate and final Project deliverables. The Project Manager will provide updates at each monthly progress meeting. The Project Manager will also prepare a monthly progress report (to be attached to the monthly invoice) that will include: percentage of individual task completion compared to the amount billed; budget information; problems encountered; out-of-scope authorizations; status of team action items; work completed during reopening month and work expected to be completed the following month.
- Project Invoicing – The Project Manager will review and approve invoices per City requirements that include breakdown by task; list of staff hours and rates for each service task charged; indirect cost descriptions; and subconsultant charges. This task also includes the compilation and management of subconsultant contracts and invoices.
- Project Documentation – Design Professional will maintain a Project Sharefile site (Microsoft OneDrive) to archive and share Project related documents and correspondence.

**C. Quality Assurance and Quality Control Oversight**

Design Professional will incorporate QA/QC procedures into the review of all construction documents at each milestone of the Project. It is assumed that the Quality Assurance and Quality Control Manager will provide oversight to ensure that QA/QC procedures are adhered to.

**2. FINAL ENGINEERING**

The Alternatives Analysis Report, as prepared in Stage A, shall be used as guidance for the Design Professional in developing the design and identifying all the studies needed for the design. Changes in the design are still required to incorporate site-specific constraints and considerations that become evident during detailed design.

Design Professional shall provide the following Design submittals:

- 30% Submittal
- 60% Submittal
- 100% Submittal
- Final Submittal

All design submittals shall be in accordance with the 2021 Greenbook, 2021 Whitebook, 2021 City of San Diego Standard Drawings, DOJ 2010 ADA Standards for Accessible Design, Current CADD guidelines, 2014 California MUTCD, MTS Standards/Amtrak Standards (when crossing railroads) and any other applicable and accepted codes used in the City of San Diego.

The following services are required as part of this scope of services:

- Civil Engineering
- Traffic Engineering
- Structural Engineering
- Electrical Engineering
- Land Surveying
- Geotechnical
- Environmental

Design Professional shall include, as part of this scope of services, any activity related to the acquisition of information necessary for developing the design, for example: surveys, geotechnical investigations, potholing, utility coordination, and early assessment of alternatives to guarantee the durability and good performance of the elements to be designed.

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

Survey work shall be performed by the Design Professional.

**A. Thirty Percent (30%) Design Submittal**

Design Professional shall use the provided information in addition to the Alternatives Analysis Report prepared in Stage A to prepare the 30% Design. It is recognized that clarifications, interpreting substitution requests and/or other issues may be raised by the Design Professional in the course of preparing the 30% Design. In this event the Design Professional shall resolve issues with the City in a timely manner to complete the design development. Resolution of issues raised and their incorporation in the design development will be done at no additional cost to the City. The Design Professional shall submit 30% level design drawings and a design technical memorandum for City review and approval. The 30% Design will, at a minimum, have fulfilled the standard checklist requirements. The checklist will be provided by the City at the design kick-off meeting.

The Design Professional shall prepare a preliminary opinion of probable construction cost per the latest Master Bid List provided by the City.

*Deliverables:*

- Completed Design Technical Studies
- 30% Design Drawings
- Digital file submittal for QAQC review
- Preliminary Opinion of Probable Construction Cost

**B. Sixty Percent (60%) Design Submittal**

Upon direction by the City, the Design Professional shall advance the 30% Design to 60% Design level. The Design Professional shall incorporate agreed upon City comments from the 30% submittal review. An outline of the technical specifications will be prepared at 60% level, along with the 60% Design drawings, which shall be prepared and submitted by the Design Professional. The City will provide comments on the 60% Design submittal to be incorporated in the next design. Failure to meet all submittal requirements shall result in rejection of submittal by the City.

*Deliverables:*

- 60% Design Drawings
- 60% Digital Design Files for Survey review
- Outline of Technical Specifications
- Written responses to the City's 30% design review comments
- Environmental Public Projects Assessment package ready for submittal to DSD
- 60% Opinion of Probable Construction Cost

**C. One Hundred Percent (100%) Design Submittal**

Upon direction by the City, the Design Professional shall advance the 60% Design to the 100% Design level. The 100% Design is essentially fully complete in detail. The 100% design will also have fulfilled the standard checklist requirements provided at the design kick-off meeting. The Design Professional shall incorporate agreed upon City comments from the 60% submittal. The City will make final comments of the 100% Design submittal to be incorporated in the (Final) Design.

*Deliverables:*

- 100% Design Drawings
- 100% Digital Design Files for Survey review
- Specifications using the City boilerplate (Greenbook based boilers to be provided by City Staff, format to be per 2021 Greenbook)
- 100% Opinion of Probable Construction Cost
- Written responses to the City's 60% Design review comments,
- 30 additional copies of the plans (20 copies of 11" x 17", 10 copies of full sizes) for the City Wide Plan Check process, and
- 10 additional Specification Master Markups for the City Wide Plan Check Process.

**D. Final Design Submittal**

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

*Deliverables:*

- 10 copies of the final design and specifications. One set of reproducible Mylar drawings and also one electronic media in MicroStation format in accordance with the CADD Guidelines. All the information necessary for a complete construction bid package,
- Final Specifications shall be provided on Microsoft WORD files with hard copy delivered
- A final Opinion of Probable Construction Cost, and
- A suggested sequence of work incorporating the acquisition of all permits, moratoriums, project coordination issues and phasing requirements demonstrating the construction completion by allowed working days in the contract.

**E. Public Relations**

The Maple Canyon Storm Drain Upgrade – Phase 3 project will require coordination with all the Community Planning Groups, private property owners and business groups impacted by this project. The Project will also require coordination with the San Diego County Regional Airport Authority. Other community groups may be identified during the design process. The Design Professional shall have a Public Information Officer (PIO) dedicated to the project from design commencement to construction completion. The PIO shall centralize all information on a website that will be updated on a continuous basis to provide the community with the latest information on the progress of the project. The PIO will be responsible to coordinate and conduct all the necessary and requested meetings with the community, council and the mayor's office as requested to discuss project related issues. The PIO will work closely with the Project Manager to schedule meetings, appointments and presentations. The PIO will coordinate all draft written responses to the community with City staff prior to sending formal responses. The PIO will be responsible for handling all project related phone calls regarding the project and will coordinate with the City staff as needed to provide the most accurate response. The PIO shall prepare City approved hand-outs and displays for the community presentations as needed.

**3. BID SUPPORT**

The Design Professional shall provide technical support to the City during the bidding and award phase of the construction packages identified in Phase B – Design, Scope of Services for the design, bid, and construction of the PROJECT.

- The Design Professional shall attend the Pre-bid Meeting and respond to design-related technical questions from potential bidders and suppliers on the Contract Documents.
- Questions and responses shall be routed through the City's Contracts Division. Refer any questions directly from plan holders to the City's Purchasing & Contracting Department - Public Works Division.
- Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda. If the City elects to create the addenda, the Design Professional shall assist in preparing the necessary technical addenda to the contract documents. The Design Professional shall prepare or revise all the drawings required for the addenda.

**4. CONSTRUCTION SUPPORT**



The Design Professional shall provide technical support to the Construction Manager (City) during the construction phase of the PROJECT, as described in tasks herein.

**A. Construction Meetings:**

- Pre-Pre-Construction Meeting: The Design Professional shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-Construction Meeting.
- Pre-Construction Meeting: The Design Professional's Project Manager shall attend and participate in the pre-construction conference including a PROJECT site visit. The Project Design Professional's Project Manager shall provide the Field Division Resident Engineer all required documents (as stated in the environmental document)
- Construction Progress Meetings: The Design Professional shall attend all Construction Progress Meetings. Review construction progress and assist the Project Manager, as requested (assume 2 meetings for each month during construction period).

**B. Contractor Submittals Review:**

The Design Professional shall review Contractor's submittals and resubmittals for conformance to the Contract Documents. The Design Professional shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facility's intended use. The Design Professional will review submittals, except the submittals that are per the City of San Diego AML, which will be approved by City staff. Design Professional shall respond in a timely manner and address comments raised on submittals or because of Design Professional response on the submittals.

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

**C. Requests for Information/Clarification:**

The Design Professional shall receive each written request for information or clarification (RFI/REC) from the contractor, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response to the contractor to all RFIs. Design Professional is responsible in modifying and revising plans, if necessary, in response to any RFI.

**D. Change Order Preparation Assistance:**

The Design Professional will be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to proposed construction change orders. This task includes updating and revising the plans accordingly to conform with the change order resolution.

**E. As-Built Drawings:**

The Design Professional shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-built Drawings. The Design Professional shall follow City of San Diego, City of Chula Vista, and County standards for As-built Mylar Drawings.

5. ADDITIONAL SERVICES

The Design Professional may provide additional engineering services as requested by the City that are outside the contract scope. The budget for each request by the City will be agreed upon prior to commencement of the work.

Final Design and Scope of Services Disclaimer:

Upon the completion of services for Stage A – Alternatives Analysis, and a selection of an alternative by the City of San Diego, the Design Professional will provide a scope of work and fee to provide engineering services for Stage B – Design Services, Stage C – Bid and Award, and Stage D – Construction Support.

**COMPENSATION AND FEE SCHEDULE**

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION:	Hourly Rate	PRINCIPAL	ASSOCIATE	PRINCIPAL	ASSOCIATE	ASSISTANT	CIVIL	CAD TECH-	TOTAL	RICK	AIRX	Allied Geotechnical Engineers	Belcourt Engineering Group	Hill International	San Diego Engineering	Photogrammetric	Bennett Trenchless	The Bodri Group	Blue Lake Civil	Merkel and Associates	Martin and Libby	Task Total(\$):
		\$250.00	\$235.00	\$225.00	\$200.00	\$180.00	\$165.00	\$140.00	\$120.00	LABOR HOURS												
<b>PHASE 1</b>																						
<b>STAGE A - ALTERNATIVES ANALYSIS</b>																						
<b>TASK 1 - PROJECT MANAGEMENT/COORDINATION</b>																						
A. Meetings	44	44	0	110	0	0	0	0	198	\$43,340												\$43,340
B. Project Management/Coordination	35	0	0	148	0	0	0	0	183	\$38,350												\$38,350
C. Quality Assurance and Quality Control Oversight	20	0	0	40	0	0	0	0	60	\$13,000												\$13,000
<b>SUBTOTAL TASK 1:</b>	<b>99</b>	<b>44</b>	<b>0</b>	<b>298</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>441</b>	<b>\$94,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$94,690</b>
<b>TASK 2 - BASE MAP PREPARATION</b>																						
A. Site Visits	0	0	0	8	0	8	32	0	48	\$7,400												\$7,400
B. Base Map Preparation	0	0	0	8	0	20	80	0	108	\$16,100									\$9,000			\$25,100
C. Geophysical Utility Locating	0	0	0	0	0	0	0	0	0	\$0	\$26,140				\$9,500							\$35,640
D. Utility Potholing	0	0	0	0	0	0	0	0	0	\$0	\$39,510				\$3,500							\$43,010
<b>SUBTOTAL TASK 2:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>28</b>	<b>112</b>	<b>0</b>	<b>156</b>	<b>\$23,500</b>	<b>\$65,650</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$111,150</b>
<b>TASK 3 - PRELIMINARY INVESTIGATIONS AND TECHNICAL REPORTS</b>																						
A. Hydrology, Hydraulics and Water Quality Baseline Report																						
i. Hydrology	2	0	0	40	0	0	100	0	142	\$22,500												\$22,500
ii. Hydraulics	1	0	0	16	0	0	40	0	57	\$9,050												\$9,050
iii. Water Quality	1	2	0	2	0	0	8	0	13	\$2,240												\$2,240
B. Traffic Analysis Desktop Study	0	12	0	0	24	0	56	0	92	\$14,980												\$14,980
<b>SUBTOTAL TASK 3:</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>58</b>	<b>24</b>	<b>0</b>	<b>204</b>	<b>0</b>	<b>304</b>	<b>\$48,770</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,770</b>
<b>TASK 4 - ALTERNATIVES ANALYSIS</b>																						
A. Basis of Design Criteria	2	2	0	12	0	8	4	0	28	\$5,250												\$ 5,250
B. Draft Alternatives Analysis																						
i. Draft Alternative Analysis Report																						
a. State St. Storm Drain (W Maple St. to W Laurel St.)	2	1	0	8	0	6	4	0	21	\$3,885									\$2,000			\$ 5,885
b. W Laurel St. Storm Drain (State St. to Pacific Hwy)	3	2	0	8	0	6	8	0	27	\$4,930							\$3,500		\$2,000			\$ 10,430
c. W Laurel St. Storm Drain ( Pacific Hwy to N Harbor Dr)	6	4	0	28	0	16	16	0	68	\$12,520			\$7,000					\$1,300	\$3,500		\$5,000	\$ 29,320
d. Water Quality	2	2	0	4	0	2	4	0	14	\$2,660												\$ 2,660
e. Outfall	3	2	0	10	0	6	4	0	25	\$4,770									\$2,600	\$4,640		\$ 11,910
ii. Draft Concept Plans																						
a. Alternative Alignment Concept Plans	4	0	0	20	0	40	24	40	128	\$19,760												\$ 19,760
iii. Draft Basis of Design Analysis and Calculations																						
a. Hydrology/Hydraulics																						
1. State St. Storm Drain (W Maple St. to W Laurel St.)	1	1	0	4	0	0	8	0	14	\$2,405												\$ 2,405
2. W Laurel St. Storm Drain (State St. to Pacific Hwy)	1	1	0	6	0	0	20	0	28	\$4,485												\$ 4,485
3. W Laurel St. Storm Drain ( Pacific Hwy to N Harbor Dr)	2	6	0	40	0	0	200	0	248	\$37,910												\$ 37,910
4. Outfall	2	4	0	12	0	0	40	0	58	\$9,440												\$ 9,440
b. Water Quality																						
1. MS4 Permit Requirements	1	2	0	6	0	0	16	0	25	\$4,160												\$ 4,160
c. Structural Design	0	0	0	0	0	0	0	0	0	\$0											\$12,500	\$ 12,500
iv. Preliminary Opinion of Probable Construction Cost Estimate	2	0	0	6	0	8	0	0	16	\$3,020							\$1,500		\$6,830			\$ 11,350
D. Final Alternative Analysis																						
i. Final Alternative Analysis Report	5	2	0	32	0	20	16	0	75	\$13,660				\$2,000				\$850	\$2,800	\$1,950		\$ 20,800
ii. Final Concept Plans																						
a. Alternative Alignment Concept Plans	2	0	0	4	0	8	16	8	38	\$5,820												\$ 5,820
iii. Final Basis of Design Analysis and Calculations																						
a. Hydrology and Hydraulics	1	2	0	12	0	0	40	0	55	\$8,720												\$ 8,720
b. Water Quality	1	1	0	4	0	0	4	0	10	\$1,845												\$ 1,845
c. Structural Design	0	0	0	0	0	0	0	0	0	\$0											\$2,500	\$ 2,500
iv. Updated Opinion of Probable Construction Cost Estimate	1	0	0	2	0	4	0	0	7	\$1,310									\$1,200			\$ 2,510
<b>SUBTOTAL TASK 4:</b>	<b>41</b>	<b>32</b>	<b>0</b>	<b>216</b>	<b>0</b>	<b>124</b>	<b>424</b>	<b>48</b>	<b>885</b>	<b>\$146,550</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$1,950</b>	<b>\$20,530</b>	<b>\$6,630</b>	<b>\$20,000</b>	<b>\$269,660</b>
<b>TASK 5 - STAKEHOLDER COORDINATION AND PUBLIC OUTREACH</b>																						
A. Preparation of Meeting Deliverables	4	0	0	12	0	0	12	0	28	\$5,080				\$6,366								\$11,446
B. Stakeholder Meetings	4	4	0	8	0	0	4	0	20	\$4,100				\$3,236								\$7,336
C. Stakeholder Coordination	0	0	0	0	0	16	0	0	16	\$2,640				\$4,600								\$7,240
D. Public Outreach	4	0	0	20	0	20	0	0	44	\$8,300				\$6,840								\$15,140
<b>SUBTOTAL TASK 5:</b>	<b>12</b>	<b>4</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>36</b>	<b>16</b>	<b>0</b>	<b>108</b>	<b>\$20,120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,042</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,162</b>
<b>SUBTOTAL TASKS 1-5:</b>	<b>156</b>	<b>94</b>	<b>0</b>	<b>628</b>	<b>24</b>	<b>188</b>	<b>756</b>	<b>48</b>	<b>1894</b>	<b>\$333,630</b>	<b>\$65,650</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$21,042</b>	<b>\$13,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$1,950</b>	<b>\$29,530</b>	<b>\$6,630</b>	<b>\$20,000</b>	<b>\$505,432</b>

COMPENSATION AND FEE SCHEDULE

EXHIBIT B

TASK DESCRIPTION:	PRINCIPAL	ASSOCIATE PRINCIPAL/Sr. WG Mgr	ASSOCIATE	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	TOTAL LABOR HOURS	RISK ENGINEERING FEE	ARRX	Allied Geotechnical Engineers	Rebourn Engineering Group	Hill International	San Diego Engineering	Photogeodetic	Bonnett Trenchless	The Booth Group	Blue Lake Civil	Markel and Associates	Marin and Libby	Task Total(\$):	
Hourly Rate	\$250.00	\$235.00	\$225.00	\$200.00	\$180.00	\$165.00	\$140.00	\$120.00															
<b>TASK 6 - Additional Tasks Requested by Stormwater Department</b>																							
A. Reynard Way and Arroyo Dr. Storm Drains	3	0	0	21	0	0	56	0	80	\$12,790												\$15,290	
B. 60" Airport Stormdrain Connection	6	6	0	26	0	0	80	0	120	\$19,710													\$22,210
<b>SUBTOTAL TASK 6:</b>	<b>9</b>	<b>6</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>0</b>	<b>136</b>	<b>0</b>	<b>200</b>	<b>\$32,500</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$5,000</b>	<b>0</b>	<b>0</b>	<b>\$37,500</b>	
<b>TASK 7 - Tasks with Prior Authorization</b>																							
<b>A. Field Surveying and Topographic Mapping</b>																							
i. Field Surveying	0	0	0	0	0	0	0	0	0	\$0													\$0
ii. Topographic Mapping	0	0	0	5	0	0	0	0	5	\$1,000					\$6,920	\$15,000							\$22,920
B. Geotechnical Desktop Study	0	0	0	0	0	0	0	0	0	\$0	\$17,860												\$17,860
C. Hazardous Materials Assessment	0	0	0	0	0	0	0	0	0	\$0													\$6,150
D. Biological Report	0	0	0	0	0	0	0	0	0	\$0								\$6,150					\$23,240
E. Tributary Storm Drain Connections from W Kalmia Sl. to W Laurel Sl.	4	0	0	24	0	0	76	0	104	\$16,440									\$2,500				\$18,940
F. Trenchless Alternatives Report and Plans	3	0	0	8	0	16	32	16	75	\$11,390							\$40,000						\$51,390
G. Regional Trash Capture	2	4	0	10	0	0	60	0	76	\$11,840													\$11,840
H. Stormwater Harvesting/Capture	1	6	0	6	0	0	32	0	47	\$7,740													\$7,740
I. Dredging	1	2	0	4	0	0	0	0	7	\$1,520													\$7,520
<b>SUBTOTAL TASK 7:</b>	<b>11</b>	<b>12</b>	<b>0</b>	<b>59</b>	<b>0</b>	<b>16</b>	<b>200</b>	<b>16</b>	<b>314</b>	<b>\$49,930</b>	<b>\$0</b>	<b>\$17,860</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,920</b>	<b>\$15,000</b>	<b>\$40,000</b>	<b>\$6,150</b>	<b>\$2,500</b>	<b>\$23,240</b>	<b>\$0</b>	<b>\$167,600</b>	
<b>DIRECT EXPENSES</b>																							
Direct Expenses										\$5,000													\$5,000
<b>DIRECT EXPENSES TOTAL:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>	
<b>TOTAL STAGE A SCOPE OF SERVICES:</b>																							
<b>ADDITIONAL SERVICES</b>										\$30,000													\$30,000
<b>TOTAL STAGE A SCOPE OF SERVICES AND ADDITIONAL SERVICES:</b>										<b>\$451,060</b>	<b>\$65,650</b>	<b>\$17,860</b>	<b>\$9,000</b>	<b>\$21,042</b>	<b>\$19,920</b>	<b>\$15,000</b>	<b>\$45,000</b>	<b>\$6,100</b>	<b>\$37,030</b>	<b>\$35,670</b>	<b>\$20,000</b>	<b>\$745,532</b>	
<b>STAGE A PERCENTAGES:</b>											8.8%	2.4%	1.2%	2.8%	2.7%	2.0%	6.0%	1.1%	5.0%	4.8%	2.7%		
<b>PHASE 2</b>																							
<b>STAGES B - DESIGN, C - BID AND AWARD, D- CONSTRUCTION SUPPORT</b>																							
<b>SCOPE OF SERVICES</b>																							
<b>TOTAL STAGE B, C, AND D SCOPE OF SERVICES:</b>										\$4,984,468	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,984,468
<b>ADDITIONAL SERVICES</b>										\$270,000													\$270,000
<b>TOTAL STAGE B, C, AND D SCOPE OF SERVICES AND ADDITIONAL SERVICES:</b>										<b>\$5,254,468</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,254,468</b>	
<b>TOTAL SCOPE OF SERVICES AND ADDITIONAL SERVICES (ALL STAGES):</b>										<b>\$5,705,528</b>	<b>\$65,650</b>	<b>\$17,860</b>	<b>\$9,000</b>	<b>\$21,042</b>	<b>\$19,920</b>	<b>\$15,000</b>	<b>\$45,000</b>	<b>\$6,100</b>	<b>\$37,030</b>	<b>\$35,670</b>	<b>\$20,000</b>	<b>\$6,000,000</b>	

Note: The Fee for Stages B, C, and D is contingent on the selected alternative by the City of San Diego after completion of Stage A - Alternative Analysis

# TIME SCHEDULE

# Time Schedule

## **PHASE 1**

### **Alternative Analysis (Stage A) – 8 months**

- Survey, As-Built and Utility Map Research, and Preliminary Investigations – 2 months
- Coordination with Stakeholders – 1 month
- Draft Alternatives Analysis Report – 1 months
- City Review – 1 months
- Coordination with Stakeholders – 1 month
- Final Alternatives Analysis Report – 0.5 months
- City Review – 1 month
- Finalize Alternatives Analysis Report – 0.5 months

### **Alternative Selection by City (Stage A) – 3 months**

## **PHASE 2**

### **Design (Stage B) – 33 months**

### **Bid and Award (Stage C) – 6 months**

### **Construction (Stage D) – 30 months**

### **Post Construction and As-Builts (Stage D) – 4 months**

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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    CC. Subcontractors List.....11

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

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

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

A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.



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

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

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

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

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

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

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

#### V. **Maintaining Participation Levels.**

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

#### VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Design Professional Name     Rick Engineering Company    

Certified By     Kevin Gibson, PE     Title     Principal-in-Charge    

Name



Date     5/18/2022    

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

**WORK FORCE REPORT**

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

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

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

Name of Company: Glenn A. Rick Engineering & Development Company

ADA/DBA: Rick Engineering Company

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

City: San Diego County: San Diego State: California Zip: 92110

Telephone Number: (619)291-0707 Fax Number: \_\_\_\_\_

Name of Company CEO: Kai E. Ramer, PE

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

Address: Same as above

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: California Corporation Type of License: \_\_\_\_\_

The Company has appointed: Kristin Gendron

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

Address: 5620 Friars Road, San Diego, CA 92110

Telephone Number: 619-291-0707 Fax Number: 619-291-4165 Email: kgendron@rickengineering.

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Rick Engineering Company

(Firm Name)

San Diego

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20th day of April, 2022

Kristin M. Gendron

(Authorized Signature)

Kristin M. Gendron

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Rick Engineering Company

DATE: April 20, 2022

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

COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) 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			1		2				2		14	9		
Professional														
A&E, Science, Computer	1	1	23	4	7	3			1	2	37	24		
Technical														
Sales														
Administrative Support			1	5	1	1				1	1	12		
Services														
ifts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	1	25	9	10	4	0	0	3	3	52	45	0	0
--------------------	---	---	----	---	----	---	---	---	---	---	----	----	---	---

Grand Total All Employees 153

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
* Artists														

**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](http://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: Engineering & Capital Projects
- 2. Name of Specific Consultant & Company: Rick Engineering
- 3. Address, City, State, ZIP: 5620 Friars Road San Diego, CA 92110
- 4. Project Title (as shown on 1472, "Request for Council Action"): Consultant Agreement with Rick Engineering for Maple Canyon Storm Drain Upgrade
- 5. Consultant Duties for Project: Provide professional engineering design services.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Abi Palaseyed  
[Name/Title]\* Abi Palaseyed, Asst DD

2/14/2022  
[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.

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

**Exhibit A: Work Force Report Job categories-Administration**

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

**Services**

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

**Crafts**

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

Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
AirX Utility Surveyors   2534 E. El Norte Parkway Suite C, Escondido, CA 92020	Potholing/Utilities	8.8%	SLBE, WBE	City of SD, CPUC
Allied Geotechnical Engineers   9500 Cuyamaca Street, Suite 102, Santee, CA 92071	Geotechnical	2.4%	SLBE, MBE, DBE, SBE, SB (Micro)	City of SD, CPUC, LA Metro/CUCP, CA DGS
Belcourt Engineering Group   PO Box 910104, San Diego, CA 92121	Constructibility	1.2%	SLBE	City of SD
Bennett Trenchless Engineers   950 Glenn Drive, Suite 115 Folsom, CA 95630	Trenchless Technology	6.0%	OBE	N/A
Blue Lake Civil   5480 Baltimore Drive, Suite 215 La Mesa, CA 91942	Civil Support	5.0%	ELBE, DBE, SB (Micro)	City of SD, Caltrans, CA DGS
Hill International   3500 5th Avenue, Suite 301 San Diego, CA 92103	Public Relations	2.8%	OBE	N/A
Martin & Libby   4452 Glacier Avenue, San Diego, CA 92120	Structural	2.7%	ELBE, WBE, DBE, SB (Micro)	City of SD, CPUC, CUCP, CA DGS
Merkel & Associates   5434 Ruffin Road, San Diego, CA 92123	Environmental Permitting	4.8%	SLBE, WBE, SB (Micro)	City of SD, CPUC, CA DGS
Photo Geodetic Corporation   1161 E. Main Street, #102, El Cajon, CA 92021	Photogrammetry	2.0%	SLBE	City of SD
San Dieguito Engineering   1911 Palomar Oaks Way Suite 200, Carlsbad, CA 92008	Survey/Mapping	2.7%	SLBE, DBE, WMBE, SB (Micro)	City of SD, Caltrans, CPUC, CA DGS
The Bodhi Group   1076 Broadway, Suite B, El Cajon, CA 92021	Environmental Hazmat	1.1%	ELBE, DBE	City of SD, Caltrans

### List of Abbreviations:

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

\* Listed for informational purposes only.

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

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

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

**Section I PROJECT INFORMATION**

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

**Section II SPECIFIC RATINGS**

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

**Section II** **SPECIFIC RATINGS Continued**

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

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

(Supporting documentation attached: Yes  No )

**Section IV** **FINAL RATING**

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____			
Name	Signature	Date	
5b. Deputy Director _____			
Name	Signature	Date	
5c. Provided to Consultant _____			
Name of Recipient	Signature	Date Provided	
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			



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

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

Solicitation Title: City of San Diego Design of Maple Canyon Storm Drain Upgrade - Phase 3  
 \_\_\_\_\_  
 Contract Number: H2125775  
 \_\_\_\_\_  
 Proposer: Rick Engineering Company (RICK)  
 \_\_\_\_\_

**B. BIDDER PROPOSER INFORMATION**

Glenn A. Rick Engineering & Development Company		Rick Engineering Company	
Legal Name		DBA	
5620 Friars Road	San Diego	CA	92110
Street Address	City	State	Zip
Kevin Gibson, PE, Principal	(619) 291-0707	N/A	
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.

Kevin Gibson, PE	Principal - Public Works Division / Principal-in-Charge
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
4% Ownership in Rick Engineering Company	
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	

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: 9/21/1955 State of incorporation: California

List corporation's current officers:

President: Kai E. Ramer, PE  
 Vice Pres.: Paul J. Iezzi, PE  
 Secretary: Tim Gabrielson, PE, LEED AP  
 Treasurer: Paul J. Iezzi, PE

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:

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

**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:

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



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: California Bank & Trust

Point of Contact: Robert P. Hulterstrom, Senior Vice President

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

Phone Number: (858) 623-3120

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

**F. PERFORMANCE HISTORY:**

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

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

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

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

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

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

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

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

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

Yes       No

If Yes, use 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: San Diego Unified Port District

Contact Name and Phone Number: Yeshi Mulugeta, (619) 686-6250

Contact Email: ymuluget@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2010- (Nov.) 2015

Contract Amount: \$690, 000

Requirements of Contract: H Street Extension & Storm Drain Improvements - Engineering Design and Contract Administration

Company Name: City of San Diego

Contact Name and Phone Number: Steve Lindsay, (858) 495-7878

Contact Email: slindsay@sandiego.gov

Address: 9573 Chesapeake Drive, San Diego, CA 92123

Contract Date: 2016-2017

Contract Amount: \$845, 450

Requirements of Contract: Avenida De La Playa Emergency Storm Drain - Civil Engineering, Water Resources, Project Management and Surveying

Company Name: City of San Diego

Contact Name and Phone Number: Sheila Bose, (619) 533-4698

Contact Email: sbose@sandiego.gov

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

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Contract Date: Ongoing

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Contract Amount: \$1,600,000

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Requirements of Contract: Maple Canyon Restoration Phase 1 & 2 - Civil Engineering

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**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: AirX Utility Surveyors

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Contact Name and Phone Number: AirX Utility Surveyors

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Contact Email: gmcmorran@airxus.com

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Address: 2534 E. El Norte Parkway, Suite C, Escondido, CA 92027

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Contract Date: TBD

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Contract Amount: TBD

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Requirements of Contract: Potholing/Utilities

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What portion of work will be assigned to this subcontractor: 8.8%

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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.**

Kevin Gibson, PE, Principal-in-Charge



05/18/2022

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.

**J. Statement of Subcontractors - continued from page 8 of 10**

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Company Name: Allied Geotechnical

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Contact Name and Phone Number: Sani Sutanto (619) 449-5900

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Contact Email: s\_sutanto@alliedgeo.org

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Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071

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Contract Date: TBD

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Contract Amount: TBD

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Requirements of Contract: Geotechnical

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What portion of work will be assigned to this subcontractor: 2.4%

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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge  
 \_\_\_\_\_  
 Print Name, Title

  
 \_\_\_\_\_  
 Signature

05/18/2022  
 \_\_\_\_\_  
 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.

**J. Statement of Subcontractors:**

Company Name: Belcourt Engineering Group

Contact Name and Phone Number: Mohamed Adjroud (858) 837-0749

Contact Email: madjroud@belcourteneng.com

Address: PO Box 910104, San Diego, CA 92121

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Constructibility Review

What portion of work will be assigned to this subcontractor: 1.2%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge

05/18/2022

Print Name, Title

Signature

Date

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

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

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

**J. Statement of Subcontractors:**

Company Name: Bennett Trenchless Engineers

Contact Name and Phone Number: Matthew Wallin (916) 294-0095

Contact Email: matthew.wallin@bennetttrenchless.com

Address: 950 Glenn Drive, Suite 115, Folsom, CA 95630

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Trenchless Technology

What portion of work will be assigned to this subcontractor: 6.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge



05/18/2022

Print Name, Title

Signature

Date

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

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

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

**J. Statement of Subcontractors:**

Company Name: Blue Lake Civil

Contact Name and Phone Number: Tim Monroe (619) 851-0344

Contact Email: tim.monroe@bluelakecivil.com

Address: 5480 Baltimore Drive, Suite 215, La Mesa, CA 91942

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Civil Support

What portion of work will be assigned to this subcontractor: 5.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge



05/18/2022

Print Name, Title

Signature

Date

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

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

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

**J. Statement of Subcontractors:**

Company Name: Hill International, Inc.

Contact Name and Phone Number: Claudia Mejia (909) 527-8580

Contact Email: claudiamejia@hillintl.com

Address: 3500 5th Avenue, Suite 301 San Diego, CA 92103

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Public Relations

What portion of work will be assigned to this subcontractor: 2.8%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge



05/18/2022

Print Name, Title

Signature

Date

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

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

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

**J. Statement of Subcontractors:**

Company Name: Martin & Libby

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Contact Name and Phone Number: Jean Libby (619) 280-9307

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Contact Email: jlibby@libby-lei.com

---

Address: 4452 Glacier Avenue, San Diego, CA 92120

---

Contract Date: TBD

---

Contract Amount: TBD

---

Requirements of Contract: Structural Engineering

---

What portion of work will be assigned to this subcontractor: 2.7%

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Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge  
Print Name, Title

  
Signature

05/18/2022  
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.

**J. Statement of Subcontractors:**

Company Name: Merkel & Associates, Inc.

Contact Name and Phone Number: Keith Merkel, (858) 560-5465

Contact Email: kmerkel@merkelinc.com

Address: 5434 Ruffin Road, San Diego, CA 92123

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Environmental Permitting

What portion of work will be assigned to this subcontractor: 4.8%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge



05/18/2022

Print Name, Title

Signature

Date



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

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

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

**J. Statement of Subcontractors:**

Company Name: Photo Geodetic Corporation

Contact Name and Phone Number: Michele Anderson (619) 631-1366

Contact Email: manderson@photogeodetic.com

Address: 1161 E. Main Street, Suite 102, El Cajon, CA 92021

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Photogrammetry

What portion of work will be assigned to this subcontractor: 2.0%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge

05/18/2022

Print Name, Title

Signature

Date

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

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

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

**J. Statement of Subcontractors:**

Company Name: San Dieguito Engineering, Inc.

Contact Name and Phone Number: Andy Karydes (760) 535-5023

Contact Email: akarydes@sdeinc.com

Address: 1911 Palomar Oaks Way Suite 200, Carlsbad, CA 92008

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Survey/Mapping

What portion of work will be assigned to this subcontractor: 2.7%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge  
Print Name, Title

  
Signature

05/18/2022  
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.

**J. Statement of Subcontractors:**

Company Name: The Bodhi Group

Contact Name and Phone Number: Sree Gopinath (858) 513-1469 (Ext. 101)

Contact Email: sree@thebodhigroup.com

Address: 1076 Broadway, Suite B, El Cajon, CA 92021

Contract Date: TBD

Contract Amount: TBD


Requirements of Contract: Environmental Hazmat

What portion of work will be assigned to this subcontractor: 1.1%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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.

Kevin Gibson, PE, Principal-in-Charge  
Print Name, Title

  
Signature

05/18/2022  
Date

ORDINANCE NUMBER O- 21472 (NEW SERIES)

DATE OF FINAL PASSAGE JUL 11 2022

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE AWARD OF A PHASE-  
FUNDED CONSULTANT AGREEMENT WITH RICK  
ENGINEERING FOR THE MAPLE CANYON STORM DRAIN  
PROJECT

WHEREAS, the City of San Diego (City) proposes to improve the drainage system between the Bankers Hill Community, San Diego Airport, and Pacific Highway where the current drainage system has caused significant flooding in the area between Pacific Highway and Harbor Drive resulting in property damage to the surrounding businesses; and

WHEREAS, a new system would increase the capacity of the drainage facilities while realigning critical segments of pipe into the City's right-of-way and ease the maintenance responsibilities; and

WHEREAS, previous drainage studies have provided high-level alternatives, and these contract services will identify the most cost-effective and efficient design with which to proceed; and

WHEREAS, the City issued a Request for Proposal (H2125775) to solicit professional Engineering Services for the Maple Canyon Storm Drain Upgrade; and

WHEREAS, three firms submitted proposals and Rick Engineering was selected based upon its qualifications in accordance with Council Policy 300-07; and

WHEREAS, the City now desires to enter a consultant agreement with Rick Engineering for professional engineering and design services to perform an alternatives analysis to identify the most cost effective and efficient design option to upgrade drainage facilities (Phase 1), to be

followed by design, bid support, and construction and post-construction support services (Phase 2); and

WHEREAS, the seven-year term of this agreement between the City and Rick Engineering requires compliance with San Diego Charter section 99, which provides that no contract, agreement or obligation where the City incurs debt extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the City Council; NOW, THEREFORE,

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

Section 1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, a phase-funded consultant agreement with Rick Engineering Company for professional engineering and design services for the Maple Canyon Storm Drain Project, in an amount not to exceed \$745,532.00 for Phase 1 and \$5,254,468 for all subsequent Phases (Agreement), under the terms and conditions set forth in the Agreement, on file in the Office of the City clerk as Document No. 00-21472, requiring City Council authorization of the Agreement in accordance with Charter section 99.

Section 2. That the Chief Financial Officer is authorized to expend funds under the Agreement's established funding phases in an amount not to exceed \$745,532.00 for the Phase 1 from CIP S-20003 Maple Canyon Storm Drain Upgrade, Fund 400881 Debt Funded General Fund CIP; and expend \$5,254,468 for all subsequent phases, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the Agreement's established funding phases are, or will be on deposit with the Office of the City Treasurer.

Section 3. That a two-thirds vote is required for City Council approval of this ordinance, pursuant to Charter section 99.

Section 4. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been available to the Council and the public prior to the day of its passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By     /s/ Frederick M. Ortlieb      
Frederick M. Ortlieb  
Deputy City Attorney

AP1:FMO:jdf  
05/26/2022  
Or.Dept: Engineering & Capital Projects  
Doc. No.: 2991506

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of     JUN 28 2022    .

ELIZABETH S. MALAND  
City Clerk

By     Connie Patterson      
Deputy City Clerk

Approved:     7/11/22      
(date)

    TODD GLORIA      
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUN 28 2022, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 11 2022.

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

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

JUN 14 2022, and on JUL 11 2022.

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

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21472

Passed by the Council of The City of San Diego on June 28, 2022, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON  
WILPERT, CATE, CAMPILLO, MORENO, & ELO-RIVERA,

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21472 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on June 14, 2022, and on July 11, 2022.

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

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By: Connie Patterson, Deputy